

Western Carolina State Fair
October 13 – 22, 2023
Outside Exhibit Space Contract/Application
Mail: WCSF, PO Box 1272, Aiken, SC 29802
Contact: Tommy Molony (478) 256-1067 tommymolony@gmail.com

Dated this ____ day of _____ 20__ by and between _____

(hereinafter called the Exhibitor) and the Western Carolina State Fair Foundation
(hereinafter called the Management.)

Address: _____

Cell #: _____

Home #: _____ Email: _____

FOR GOOD AND VALUABLE CONSIDERATION, it is mutually agreed as follows:

1. **EXHIBITOR** offers to take, lease, and properly occupy space given. The Management agrees to reserve the space for the Exhibitor upon acceptance of this agreement by Management except as herein stated. The Exhibitor space(s) will be placed by management.

Description of the proposed use of exhibit space:

2. **PAYMENT RESPONSIBILITIES OF EXHIBITOR FOR SPACE:** Exhibitor shall pay a sum of \$40 per foot (12 foot minimum). \$40 x total footage ____ = Total due \$_____, plus a charge of \$75 for 110 Volt power and \$125 for 220 Volt power = total due \$_____.

Deposit of \$100 and 50% of the amount due must be paid at the time of acceptance of this application and paid in full on or before September 30, 2023. The deposit will be applied to the total amount due if no contract violations are identified. If the fees are not **paid in full by September 30, 2023**, the Exhibitor space will be cancelled and the Exhibitor shall be declared in default of this agreement. **All fees must be remitted in the form of money orders or if payment by personal or business checks, a copy of the driver's license of the person signing the check MUST be attached.**

Campground fees are \$25 per day for each full hookup. Fees will be collected on site.

Make check or money orders payable to: Western Carolina State Fair and mail to PO Box 1272, Aiken, SC 29802

3. Exhibitor assumes the responsibility of payment of all state, and/or local sales tax, if applicable.

4. Exhibitor shall not assign, lease, share or sub-let any part of the space. All exhibits are subject to the approval of management. Management reserves the right to refuse any Exhibitor. Only the Exhibitors name shall be used on signs over the assigned space.

5. Management will not be responsible for any injury to the Exhibitor, its employees, or others. Management will not be responsible for any loss, damage or theft of product associated with this lease. Exhibitor shall **INDEMNIFY, SAVE, AND HOLD HARMLESS** the Western Carolina State Fair Foundation Board of Directors (Management) and its employees, agent, and any volunteers from and against all liability, loss, damages claims, costs, and expenses (including attorney fees) arising out of injury to person or damages to property or any other injury, claim, damage, loss, cost, or expense arising from their "operation." This includes but is not limited to any injuries to anyone attending the Exhibitor's exhibit at the designated space.

6. The rules and regulations attached are hereby made a part of this contract, as though incorporated and the Exhibitor shall be bound thereby. Management shall have the right to interpret, amend and enforce said rules. This agreement may not otherwise be amended, except in writing and signed by both parties.

7. The Exhibitor shall furnish a certificate of liability insurance coverage totaling at least - \$1,000,000.00 in coverage. **Proof of current insurance must be submitted with deposit/request.**

8. In case the space should not be available for the uses herein specified due to war, government action, act of God, fire, strikes, labor disputes or any cause beyond the control of Management, this agreement shall terminate. In such an event the Exhibitor shall and does hereby waive any claim to damages or any recovery thereof except pre-paid leases, less pro-rata-share allocable to the actual expenses incurred by Management. Should Management, in its sole discretion, consider it advisable not to hold the event at the time and place herein provide, Management shall have the right to change the date and location of the event. If it is determined that the Exhibitors merchandise, product, or business methods are offensive or considered inappropriate in the sole discretion of management, the management reserves the right to terminate this contract and exhibitor will be removed from the fairgrounds.

9. By the execution of the agreement the Exhibitor not only agrees to the terms as outlined herein above, but also agrees to indemnify and hold the WCSF Foundation harmless for any, and all claims, causes of action, and liability of whatsoever kind or nature arising from exhibitor's use of the WCSF Foundation Facilities. This agreement is made in and shall be construed in accordance with the laws of the State of South Carolina.

Exhibitors Signature

Date

Exhibitors Company Name (if applicable)

WCSF Foundation Representative

Date