

PITT COUNTY AMERICAN LEGION AGRICULTURAL, INC.

PO BOX 1293 GREENVILLE, NC 27835-1293

TELEPHONE (252) 758-6916 FAX (252) 758-2880

FAIR DATES: OCTOBER 4th-9th 2010

CONTRACT

50% of contract due with return of contract. Balance due on opening day. Contracts negotiated after August 1st, payment due in full. No refunds after September 1st. Contact Howard Ange, Commercial Exhibit Manager at (252) 524-4710 for questions.

NAME: _____

Address _____

City _____ State _____ Zip _____

Telephone () _____ Fax() _____ Email _____

Location _____ Products _____ Space Size _____

CHARGES: \$ _____

TERMS OF CONTRACT
(Please read carefully before signing)

Each space is ten feet wide by eight feet deep and is \$200.00 for the 6 day run of the fair

1. This contract cannot be transferred or subleased.
2. Lessee will use only clean, neatly painted stands and booths. Lessee will have exhibit in place and completed by 4:00 P.M. on the day of the opening of the fair. Lessee agrees to open and operate stand or booth during the operating hours of the fair.
3. Pitt County policy requires that we recycle cans and cardboard, so sites will be provided for disposal.
4. **INSIDE EXHIBITORS MUST MOVE EXHIBITS IMMEDIATELY AFTER THE CONCLUSION OF THE FAIR.**
5. Outside concession lessees will remove from the fairgrounds all stands and booths within two days of the close of the fair.
6. Manager may close any concession that is not being operated in accordance with the provisions of this contract or in the best interest of the fair and its patrons. Lessee agrees that it will not bring to or operate at the Pitt County Fair any attraction which may be deemed by the Pitt County Fair to be immoral, illegal, inappropriate, unsafe or otherwise objectionable. The Pitt County Fair shall at all times have free access to all attractions operated under this Agreement, and shall have the authority to immediately close any attraction that the Pitt County Fair, in its discretion, deems objectionable.

USE OF ALCOHOL AND/OR DRUGS BY LESSEE STAFF WILL NOT BE TOLERATED

7. Lessee will not use or allow to be used any loud speakers without the permission of the manager. Manager may determine at his discretion the proper volume.
8. All prices must be posted where patrons will be able to read. **NO PRICE WARS WILL BE TOLERATED, LIKE PRODUCTS WILL BE PRICED THE SAME.**
9. **LESSEE WILL CONFINE ITS SERVICE TO THE INSIDE OF ITS STAND OR BOOTH AND WILL KEEP THE AREA CLEAN.**
10. Lessee releases and discharges the Fair, Pitt County American Legion Agricultural Fair, Inc., and their respective agents, servants, employees, and officers from any and all claims arising out of death, personal injury, or property damage suffered or incurred as a result of Lessee participation in the fair. Lessee shall maintain in full force and effect during the term of this Agreement, a policy of insurance, countersigned by an agent licensed to do business in North Carolina, insuring against liability for damage to persons or property arising out of any cause incidental to the concessions of lessee. Said instrument shall be for a minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) aggregate per location, for bodily injury, death, property damage, products bodily injury and products property damage liability. The Pitt County American Legion Agricultural Fair, Inc., will be listed as an additional insured on the insurance certificate.
11. **GATE PASSES:** Please make sure that all workers understand the pass policy:
 FOUR FREE 6 day passes with 20' X 8' space.
 TWO FREE 6 day passes with 10' X 8' space.
 SIX FREE 6 day passes with permanent concession buildings.
 FREE SPACES - UNMANNED SPACES: **NO PASSES!**

ADDITIONAL DAILY PASSES MAY BE PURCHASED AT THE FAIR OFFICE FOR \$4.00 EACH. A 6 day may be exchanged for 6 DAILY PASSES ON OPENING DAY ONLY

12. Signature of the manager and lessee respectfully at the conclusion of the contract constitute the execution of the contract.

Manager's Signature Date

Lessee's Signature Date