

Space(s) Number(s) _____

STATE OF NORTH CAROLINA

COMMERCIAL TENT SPACE CONTRACT

COUNTY OF NEW HANOVER

Non-Profit

THE Cape Fear Fair & Expo Association, Inc. (herein called Lessor) does hereby agree to provide _____ Booth space(s), the approximate size of which shall be 9 feet x 10 feet each to

_____ (herein called Lessee) for displaying and promoting the cause and purpose of said organization during the Cape Fear Fair & Expo which shall be conducted **Friday, October 29, 2021 to Sunday, November 07, 2021** at the Cape Fear Fair & Expo grounds located on Wilmington International Airport property.

Said booth space shall be located within the Agricultural/Commercial Tent at said fairgrounds. Acceptance of this agreement shall be subject the following terms and conditions:

1. The booth space has been donated to your nonprofit group in connection with the Cape Fear Fair & Expo Association, Inc.
2. To the fullest extent permitted by law, the Lessee shall keep, indemnify and save harmless the Lessor, its employees and/or agents from any and all responsibility or liability for any and all damages or injury of any kind or nature whatsoever (including death) and to all property proximately caused by, incident, resulting from, arising out of, or occurring in connection with directly or indirectly, the performance or non-performance of the Lessee.
3. The Lessee may NOT distribute or give away any article, beverage, food, or any other item without the expressed written consent of the fair's authorized representative – items sold by other trade tent Lessees are strictly prohibited from being given away. Certain food items – cotton candy, candied apples and funnel cakes – may not be sold or given away in the Commercial Tent. All vendors must provide a complete list of merchandise and/or services in the space below and all additions must be approved by an authorized representative of the Cape Fear Fair & Expo are Skip Watkins, Fair Manager, Debbie Carter, Office Manager, or Brenda Hewlett, Commercial Tent Manager.

The Fair Management reserves the right at any time to remove item(s) it deems offensive to the general public or in violation of pre-existing contracts or arrangements.

ABOSOLUTELY NO WEAPONS OR SEXUALLY EXPLICIT MATERIALS ARE ALLOWED

4. **All booths must be prepared on Thursday, October 28, 2021 from 12:00 noon until 5:00 pm or between 09:00 am and 3:00 pm on Friday October 29, 2021.** All work must be completed, and vehicles removed from the premises prior to the Fair opening its gates at 5:00 pm on Friday, October 29, 2021.
5. **The hours of the Commercial Tent are as follows: Monday-Thursday- 5:00 pm until 11:00 pm; Fridays- 5:00 pm until Midnight; Saturdays- 12:00 noon until 12:00 midnight and Sunday- 1:00 pm until 11:00 pm.** All booths must be open by the above listed openings times and must remain open until at least 10:00 pm nightly. The Fair conducts a "Pre-School Day" on Wednesday, **November 3, 2021** from 9:00 am until 12:00 noon. You may be open for this event, but it is not required.
6. All Exhibitors must remove their booths no later **12:00 noon, Monday, November 08, 2021.** Booths remaining after this time will become the property of the Lessor and will be disposed of at the Lessor's discretion.
7. Under no circumstances may any booth be removed or partially removed prior to 10:00pm on the final day of the Fair **(Sunday, November 07, 2021).**
8. The Lessor provides what he considers to be ample security for the fair operation. Night guards will be on patrol nightly throughout the fair, however, the Lessor will not be responsible for the welfare of any exhibit, its contents or person. Booths displaying loose and easily movable merchandise are encouraged to secure all items before leaving.
9. Electricity of 110-120 volts (limited to less than 10 amps) will be available within the Commercial Tent. Extension cords must be provided by the Exhibitor and shall conform to existing City, County and State electrical safety codes – please have these approved by an authorized representative of the Fair prior to use. There will be no open flame cooking.

10. NO HAND-WRITTEN SIGNS ARE PERMITTED.

11. All vendors within the Commercial Tent **MUST HAVE THEIR SPACES MANNED AT ALL TIMES (unless exempted in writing at signing of contract).** Failure to do so shall result in a warning by the Fair Commercial Tent manager or other authorized Fair Representative. Two (2) warnings will be given for infractions concerning this rule. The third infraction shall result in the automatic revocation of this agreement and the vendor shall be asked to remove his/her booth. This is a courtesy rule which will be strictly enforced.

Accepted this _____ day of _____, 2021.

Lessee Information:

BY: _____ Title: _____

Company Name: _____

Address: _____

City State Zip: _____

Telephone: _____ Email: _____

Name of Booth Representative: _____

Booth Representative Phone Number: _____

Please do not write below this line. For Cape Fear Fair and Expo Authorized Representative only.

BY: Brenda Hewlett

Title: Commercial Tent Manager

Accepted this _____ day of _____, 2021.

SIGNATURE: _____

Cape Fear Fair & Expo Authorized Representative

Mail completed application to:

Brenda Hewlett

Commercial Tent Manager

2073 Lapham Drive

Leland, NC 28451

bhewlett8646@gmail.com

Cape Fear Fair & Expo (CFFE)

2073 Lapham Drive

Leland, NC 28451

bhewlett8646@gmail.com

Dear Prospective CFFE Vendor:

RE: **2021 Cape Fear Fair & Expo – Commercial Tent Contract**

Welcome to our Tri- County Fair and the opportunity to be a part of our fair family. Our entire board works diligently to ensure that our wonderful fair continues year after year and this years is no exception. This is my fifth year as Commercial Tent Manager and I look forward to working with each of you to make your participation a memorable experience. It is a great place to showcase your products and services. Without your great booths and presence, we would not have been able to make the Commercial Tent such a vital part of the fair. We have an award-winning fair (winner of the 2018 North Carolina Association of Agriculture Fairs Image Award (in our category), and the 2018 Media Award, and we received a Certificate of Appreciation from the NC Department of Agriculture for our efforts to improve agriculture awareness in NC through our fair, and our 2018 attendance was over 40,000.

The Fair starts **Friday, October 29, 2021 at 5:00 pm and ends Sunday, November 07, 2021.**

I look forward to working with all vendors this year, both returning and new! My hope is that together we can make this year the most successful year in the Commercial Tent thus far!

Once again, we are excited about a new concept for our Agriculture and Commercial Tents- they will be in ONE large tent. Enclosed please find a copy of the 2021 contract. We are pleased that you are interested in participating in our Fair this year. We are still providing dividers this year, which we feel enhances the appearance of the tent. We expect the tent to fill up quickly.

We will adhere to the “first come, first serve” basis on all requests for space. This means payment must have cleared if paid by check before a spot will be assigned. No booths will be assigned before cleared payment and signed contracts are received. **NO EXCEPTIONS!** We will be sending out booth maps once the plans for the tent have been finalized. A list will be kept notating the order cleared payments with signed contract are received, and booths will be assigned in that order.

DO NOT SEND PAYMENT

Contracts are going out earlier this year and there are early bird discounts as follows:

- Contracts with cleared payment, that are postmarked or delivered personally by **June 30, 2021** will be charged \$250 per booth space, receiving a \$250 discount on each booth rental. In addition, you will also receive eight (8) free CFFE passes (\$160.00 Value) to attend our fair once on the day of your choice. Tickets cannot be redeemed toward booth rental.
- Contracts with cleared payment, that are postmarked or delivered personally by **August 30, 2021** will be charged \$350 per booth space, receiving a \$150 discount on each booth rental. In addition, you will also receive six (6) free CFFE passes (\$120.00 value) to attend our fair once on the day of your choice. Tickets cannot be redeemed toward booth rental.
- Contracts with cleared payment, received after **August 30, 2021** will pay the full booth rental of \$500 and receive four (4) free CFFE passes (\$80.00 value) to attend our fair once on the day of your choice. Tickets cannot be redeemed toward booth rental.

We are providing Vendor Parking. You will be given two (2) vendor parking passes. The pass must be displayed at all times. You will be directed to this parking area upon arrival and should park there each day. If times you have a large amount of merchandise that needs to be loaded and unloaded each day, arrangements will be made before opening and after closing times.

Under no circumstance will any vendor or their or their employee be allowed to spend the night in their booth space. No Exceptions!!

We look forward to working with you this year. If you have questions, please call me at the number or email above. You may mail your completed contract and check to the address above.

Sincerely,

Brenda

Brenda Hewlett

Commercial Tent Manager

Cape Fear Fair & Expo (CFFE)

2073 Lapham Drive

Bhewlett8646@gmail.com

Dear Prospective Non-Profit Vendor:

2021 Cape Fear Fair & Expo – Commercial Tent Contract

Welcome to our Tri-County Fair and the opportunity to be a part of our fair family. Our entire board works diligently to ensure that our wonderful fair continues year after year and this year is no exception. This year as Commercial Tent Manager I look forward to working with each of you to make your participation a memorable experience. It is a great place to showcase your products and services. Without your great booths and presence, we would not have been able to make the Commercial Tent such a vital part of the fair. We have an award-winning fair (winner of the 2018 North Carolina Association of Agriculture Fairs Image Award (in our category), and the 2018 Media Award, and we received a Certificate of Appreciation from the NC Department of Agriculture for our efforts to improve agriculture awareness in NC through our fair, and our 2018 attendance was over 40,000.

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We will adhere to the “first received contract, first serve” basis on all requests for space. **NO EXCEPTIONS!** We will be sending out booth maps at a later date once the plans for the tent have been finalized. A list will be kept notating the order signed contract are received, and booths will be assigned in that order.

We are providing Vendor Parking. You will be given two (2) vendor parking passes. The pass must be displayed on the driver’s side front dash of your car at all times. You will be directed to this parking area upon arrival and should park there each day. If you have a large amount of merchandise that needs to be loaded and unloaded eachday, arrangements will be made before opening and after closing times.

Under no circumstance will any vendor or their employee be allowed to spend the night in their booth space. No exceptions!!

We look forward to working with you this year. If you have questions, please call me at 910-470-2127 or email above. You may mail your completed contract and check to the address above. **PLEASE MAKE CHECKS PAYABLE TO CAPE FEAR FAIR AND EXPO.** Thank you!

Sincerely,

Brenda

Brenda Hewlett

Commercial Tent Manager

Space(s) Number(s) _____

STATE OF NORTH CAROLINA

COMMERCIAL TENT SPACE CONTRACT

COUNTY OF NEW HANOVER

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3. The booth spaces are leased in connection with the Cape Fear Fair & Expo Association, Inc. at \$500 per booth.
4. As rental of said booth space said Lessee shall pay to said Lessor the sum of \$250 (a \$250 discount) per booth space if contract with cleared payment is postmarked or personally delivered by **June 30, 2021**. Rental of said booth space said Lessee shall pay to said Lessor the sum of \$350 (a \$150 discount) per booth space if contract with cleared payment is postmarked or personally delivered by **August 30, 2021**. Contracts with cleared payment received after **August 30, 2021** will pay \$500 (full booth rental) per booth space.
5. Monies paid to Lessor as rent shall guarantee said Lessee the specific booth space so noted within his lease. Space will be guaranteed on a first come, first serve basis. Booth space will not be guaranteed without receipt of all monies owed regarding said rental. If payment for booth space is paid via check and is returned via insufficient funds, Lessee must then pay for booth via cash.
6. It is agreed by and between the parties hereto, that upon consideration aforesaid, that in the case of the failure of the Lessee to perform, he shall forfeit as liquidated damages that sum of money paid by him upon execution of this contract.
7. To the fullest extent permitted by law, the Lessee shall keep, indemnify, and save harmless the Lessor, its employees and/or agents from any and all responsibility or liability for any and all damages or injury of any kind or nature whatsoever (including death) and to all property proximately caused by, incident, resulting from, arising out of, or occurring in connection with directly or indirectly, the performance or non-performance of the Lessee.

8. It is further agreed that the Lessor shall not be bound to reimburse any monies regarding this lease for reasons beyond his control, including but not limited to fire, raid, storms, acts of God, or failure of the carnival owner to perform.
 7. The Lessee may NOT distribute or give away any article, beverage, food, or any other item without the expressed written consent of the fair's authorized representative – items sold by other trade tent Lessees are strictly prohibited from being given away. Certain food items – cotton candy, candied apples and funnel cakes – may not be sold or given away in the Commercial Tent. All vendors must provide a complete list of merchandise and/or services in the space below and all additions must be approved by an authorized representative of the Cape Fear Fair & Expo are Skip Watkins, Fair Manager, Debbie Carter, Office Manager, or Brenda Hewlett, Commercial Tent Manager.
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12. The Lessor provides what he considers to be ample security for the fair operation. Night guards will be on patrol nightly throughout the fair; however, the Lessor will not be responsible for the welfare of any exhibit, its contents or person. Booths displaying loose and easily movable merchandise are encouraged to secure all items before leaving.
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Accepted this _____ day of _____, 2021.

Lessee Information:

BY: _____ Title: _____

Company Name: _____

Address: _____

City State Zip: _____

Telephone: _____ Email: _____

Name of Booth Representative: _____

Booth Representative Phone Number: _____

Please do not write below this line. For Cape Fear Fair and Expo Authorized Representative.

BY: Brenda Hewlett

Title: Commercial Tent Manager

Accepted this _____ day of _____, 2021.

SIGNATURE: _____

Cape Fear Fair & Expo Authorized Representative

Mail completed application and check or money order to:

*****After October 1, 2021 must be cash or money order.**

Brenda Hewlett

Bhewlett8646@gmail.com

Commercial Tent Manager

2073 Lapham Drive

Leland, NC 2845