



2019 Wicomico County Fair

www.wicomicofair.com

Vendor Information & Application

Dates	Times	Location
August 16, 2019	4:00pm - 11:00pm	Winterplace Park
August 17, 2019	10:00am - 10:00pm	6737 Blue Ribbon Drive,
August 18, 2019	12:00pm - 6:00pm	Salisbury, MD 21804

Application Deadline: 7/19/2019

Final Selections and Approval Notifications to Vendors: 7/23/19

Vendor Type	Vendor Fee	Electric Hookup	Vendor Space (ft.)
Food	\$300 (\$350 after 7/12)	\$75 (125v or 220v)	15 x 20
Commercial	\$150 (\$200 after 7/12)	\$25 (110v)	10 x 15
Craft	\$100 (\$150 after 7/12)	\$25 (110v)	10 x 10
Non-Profit	\$50 (\$100 after 7/12)	\$25 (110v)	10 x 10

Vendor Fees: Full payment MUST accompany the Vendor Application at time of submission. Applications without payment will not be considered for participation. There is no discount for the purchase of multiple booths. All fees are non-refundable.

Booth & Equipment: Organizers are excited for the return of the vendor Marketplace! This is a centralized, outdoor area within the fairground where all craft, commercial and non-profit vendors will be located.

Booth assignments will be made at the discretion of Wicomico County Fair organizers based on availability. Additional footage may be purchased at \$10 per extra linear foot.

Vendor is responsible for ALL equipment and supplies. This includes tables, chairs, tents/canopies, signage, extension cords, etc. Please provide a 100' extension cord if electrical power is requested.

Move-in: Grounds will open for move-in on Thursday, August 15 from 5:00-7:00 pm and Friday, August 16 from 8:00am-3:00pm. All vehicles must be off Fair grounds and in designated parking areas by 3:00pm on August 16. Parking passes will be mailed with Vendor Packet on July 23.

Move-out: Vendors are expected to remain set-up and staffed until the conclusion of the fair on Sunday, August 18 at 6:00pm.

Food Vendors: Food vendors must complete and forward the application to operate a Temporary Food Service Facility to the Wicomico County Health Department. All rules and regulations of the WCHD must be adhered to during the fair. Food vendors must submit a complete menu for approval during the application process.

Wicomico County Fair Vendor Application
(PLEASE TYPE OR PRINT CLEARLY)

Vendor _____ Contact Person _____

Mailing Address: _____

Email Address _____ Cell Phone Number _____

Md. Sales Tax No. _____ Business License Number _____ (see Agreement #10)

Description of Item(s) being sold: _____

Select one (1) box below that applies to you:

- \$300 Food \$150 Commercial \$100 Craft \$50 Non-profit

Vendor Space Requirements:

- Dimensions: _____ ft. depth x _____ ft. length (ex: Food Truck typically uses 15 ft. x 20 ft.)
 Additional footage (each extra linear foot is \$10) _____ ft. x \$10 = \$ _____
- Please provide a brief description of your set-up and send a picture if available: (ex: 10 x 10 pop-up with 2 tables)

-
- If serving/selling from a truck or trailer, please check which side you serve from? Passenger Driver
 - Check the box if you need electric service. \$25 - 110v outlet \$75 - more than 110v outlet
Plug Type/#: _____

TOTAL REMITTED: \$ _____ (Include \$50 Late Fee if After 7/12/19)

- Check/Money Order (Payable to Wicomico County, Maryland) Credit Card (Visa or MC)

Credit Card #: _____ Exp: _____ Code _____ Signature _____

Any modification of this agreement is void unless Wicomico County agrees in writing to the modification. This agreement supersedes all earlier agreements, either oral and or written, between the parties.

- Yes, I have read and understand all information included in the Vendor Application and Agreement.

Signature of Vendor _____ **Date:** _____

In order to process this application, the agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. Wicomico County reserves the right to refuse any applicant for any reason with or without cause.

Return payment and form to: Wicomico Recreation & Parks ATTN: Allen Swiger
500 Glen Ave, Salisbury, MD 21804
410-548-4900 x108/office 410-548-4917/fax

Wicomico County Fair Vendor Agreement

Vendor agrees to all terms in this agreement and in the Vendor Application. Any violation by the Vendor gives Wicomico County, the Wicomico Farm and Home Show, Inc. ("Fair"), or their authorized agents the right to

- a) Immediately terminate this agreement;
- b) Require the Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises; and
- c) Forfeit all fees paid to Wicomico County to participate in the 2019 Wicomico County Fair.

Any change to this agreement must be in writing and signed by Wicomico County.

1. Wicomico County agrees to provide each Vendor of the 2019 Wicomico County Fair with either a 15' x 20' space, 10' x 15' space, or 10' x 10' space at Winterplace Park. The Vendor must provide its own tent, tables, chairs, and 100' extension cord (if electrical power is requested). If the Vendor fails to claim its reserved space by 2:00pm on Friday, August 16, the organizers may assign or resell the space to another vendor without further notice or refund to the original Vendor.
2. Vendor agrees to obey all rules and instructions given by the Fair's Vendor Coordinators. Failure to strictly adhere to the instructions may result in the immediate termination of this agreement and immediate forfeiture of all fees paid to the Fair.
3. Vendor agrees to obey all directions by the Fair related to protecting the environment and infrastructure of Winterplace Park and the safety of festival patrons. Vendor agrees to compensate the Fair for any damage to the environs and infrastructure of the park caused by Vendor, its agents, equipment, or materials.
4. Vendor agrees to only use the space within its booth and not to extend beyond 3 feet directly in front of its booth for any sales, distribution, or other solicitation by the County participant. Vendor agrees that it is strictly prohibited from "canvassing" or otherwise roaming the festival grounds in any effort to promote its booth's purpose.
5. Any amplified sound and loud noise from your booth is prohibited. Additionally, the Vendor agrees that any adult materials must be displayed in compliance with all applicable laws regarding the display of items that may be considered obscene or objectionable for view by minors.
6. The Fair may prohibit the display, advertisement, or other promotion of any business, company, or organization anywhere on the festival grounds that conflicts with a current Fair sponsor, event sponsor, or preferred vendor. Any questions concerning current sponsors or preferred vendors should be directed to the Wicomico County Fair Vendor Committee Chairman Allen Swiger before the event.

7. Vendor must not display, offer for view, or sell any illegal items. Vendor must not display, offer for view, or sell any items that are unlicensed or copies/interpretations of licensed or registered items.
8. Vendor must not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned, or marked in any manner with the words "2019 Wicomico County Fair." Even when printed with other words, Vendors must not offer phrases, logos, or artwork with any variations of these words.
9. Vendors must not sublet their space to anyone.
10. Vendor understands that it is responsible for sales and use tax.
 - You MUST obtain a Maryland Sales Tax number for the purpose of reporting sales tax collected to the State of Maryland and you must obtain a Wicomico County Independent Business License from the Clerk of the Circuit Court for Wicomico County.
 - The sales tax number can be obtained at no charge on-line at www.marylandtaxes.com. If you need a copy of a sales tax number that you currently have, a copy can be obtained by calling 410-974-5534.
 - After you get the sales tax number, you MUST obtain your business license at least 7 days before the festival. You should contact Donna Short at the Clerk of the Circuit Court Office for Wicomico County. Her telephone number is 410-543-1427, ext.162.
 - Exception: If you receive less than 10% of your annual gross income from your sales at this festival AND you have not participated in more than 3 events in the past year, you DO NOT have to obtain a Maryland Sales Tax Number. If this applies to you, please contact Allen Swiger at 410-548-4900 x 108 to receive the applicable form.
11. The Fair and its representatives are not responsible for any Vendor permits. Vendor is responsible for the acts of (and all costs associated with) all its employees and volunteers. A Vendor must not hold itself out as an agent of the Fair.
12. Cancellations / Refund Policy / No Shows: A 75% refund will be given upon a written request received by July 12, 2019 only if the space can be filled from the Fair waiting list. No refunds will be given for any request received after July 31, 2019.
13. The Fair will provide limited overnight security at the festival site on Thursday, August 15 at 7:00pm; Friday, August 16 at 11:00pm; and Saturday, August 17 at 10:00pm, but the Fair accepts no responsibility for items left overnight. Vendors assume the risk of loss for all items in their booth at all times.
14. The Fair makes no representation or guarantees about actual festival attendance.

15. Vendor understands that the Fair has no control over weather, acts of God, acts of terrorism, or governmental intervention, or anything else that may prevent, alter, or interrupt the festival weekend. Participants release the Fair for any losses caused by these events. As a rain-or-shine event, no refunds will be given due to inclement weather.
16. The Fair has complete discretion in locating all Vendor booths, irrespective of the Vendor's request. The Fair makes no representation and does not guarantee any volume of "foot-traffic" of festival guests in any area of the grounds. The Fair cannot speculate upon or control the popularity of one area of the festival over the other.
17. Upon vacating its booth space, Vendor must dispose of all trash in appropriate containers and ensure that the booth space is free of trash and in the same condition as it was before Vendor's occupation. Failure of the Vendors to clean their booth site may result in the future denial of Vendor participation. Vendor will have access to the grounds until 9:00pm on August 18, 2019 to clean up and remove all materials from their location.
18. Vendor certifies that it maintains adequate liability insurance to cover all occurrences which may result in the damage or injury to anyone in Vendor participant's booth space. A certificate of liability insurance naming the Wicomico Farm and Home Show and Wicomico County as additional named insured is also required.
19. Signs, banners, tents, and similar items must be made of a fire-retardant material. Proof of a fire-retardant rating must be made available to the Wicomico County Fire Marshal upon request. Failure to have this information will result in the immediate closure of the Vendor's operation until the information is provided. Vendor waives any claim for losses or damages against the Fair caused by the failure to have this information.
20. Vendor agrees to indemnify the Fair and Wicomico County, including their officers, agents, and employees, from all liability arising out of the Vendor's participation in the festival. This obligation of indemnification applies to any negligent conduct, whether active or passive, including acts or omissions of Vendor's agents or employees.
21. Food booths are also required to display the following: a) Health Certificate; b) Fire Extinguisher.
22. Ice runners will be available throughout the festival hours selling bags of ice to Vendors. Vendors can pay cash at the point of purchase or can create a tab that will be due by the end of the festival. All applicable ice fees must be paid in full before the close of the Fair. In the event that fees are not satisfied, the Vendor will be invoiced and be subject to late fees in addition to exclusion from future festival sponsored by the Fair.
23. Grounds will open for move-in on Thursday, August 15 from 5:00-7:00 pm and Friday, August 16 from 8:00am-3:00pm. All vehicles must be off festival grounds and in designated parking areas by 3:00pm on August 16.
24. Unless given prior approval by the Fair, vendor agrees to have their booth space secured and grounds vacated by 11:30pm on August 16 & 17.