



## **2019 CRAFTS TENT RULES & REGULATIONS**

### **ADDENDUM -- SECTION 6**

#### **LOCAL ORDINANCE GOVERNING CRAFTS AT THE DURHAM AGRICULTURAL FAIR INCLUDING BUT NOT LIMITED TO:**

- A) All crafters must use flame-proof decorations.
- B) All concessions must have a minimum of an approved 5 lb. dry powder fire extinguisher or equivalent.
- C) All tents will meet State of Connecticut fire requirements.
- D) An inspection of all exhibits and/or tents may be made by the Fire Marshal and will not be allowed to operate until all requirements of the Fire Marshal are complied with.
- E) All glass, metal and cardboard must be separated and not be put in the garbage. These materials must be kept separate for collection disposal in accordance with the Town of Durham Recycling Program. All cardboard must be flattened.

### **ADDENDUM -- SECTION 7**

#### **RULES AND REGULATIONS OF THE DURHAM AGRICULTURAL FAIR ASSOCIATION, INC.**

- A) The use of the trade name Durham Agricultural Fair or Durham Fair, the Durham Fair Logo or Durham Fair Slogans, for any purpose or in any way, is strictly prohibited without a written agreement authorized by either the Executive Committee or the Board of Directors of the Association and signed by the President of the Association. All requests for permission to use the Association name, logo and slogans must be received, in writing, by the Association Secretary or President not less than 60 days before the proposed use is to begin.
- B) No individual, company or organization shall advertise, sell, distribute or in any way promote on the Fairgrounds, any product, service, philosophy, or organization, except from within a space leased by either the Superintendent of Commercial Rentals, Crafts Show Rentals, or the Midway.
- C) Acceptance of any donation by the Association does not entitle the donor to exemptions from the rules and regulations. The Durham Fair Executive Committee shall be authorized to determine the appropriate public acknowledgment of any donation.
- D) The Association will try to ensure the safety of all exhibits and concessions after arrival on the Fairgrounds, but will not be responsible for any loss or damage.
- E) Alcoholic beverages may not be sold or consumed on the Fairgrounds.
- F) No pets are allowed.
- G) No weapons of any kind are allowed on the Fairgrounds.

### **ADDENDUM -- SECTION 8**

#### **RULES AND REGULATIONS OF THE DURHAM AGRICULTURAL FAIR ASSOCIATION, INC. PERTAINING TO THE CRAFTS TENT DEPARTMENT**

- A) Any and all business pertaining to crafts must be transacted with the Superintendent or Assistant Superintendent of Crafts.
- B) All items, actions or activities (including, but not limited to, hunting knives, guns, brass knuckles, etc.) that are deemed by the Superintendent of Crafts to be either a threat to the safety of Fair patrons or offensive to the image of the Fair, cannot be displayed or sold on the Fairgrounds and will be removed from Fair property.

- C) Ear piercing, tattooing and other similar activities are not allowed.
- D) The LESSEE must conduct all business in the space designated for them and cannot sublet any of that space and will not conduct any activity or sell any items not listed in this contract.
- E) No microphones or loud speakers are to be used without the permission of the Superintendent of Crafts.
- F) During the Fair, cars, trucks and/or trailers must be removed from the Fairgrounds by 2:00 pm on Thursday and 8:00 am on Friday, Saturday and Sunday. No one will be allowed to drive on the grounds after this time.
- G) No cars, trucks and/or trailers will be allowed to drive onto the Fairgrounds until 8:00 pm Sunday or later, at the discretion of the Durham Fair Public Safety Department.
- H) All craft exhibits must be completely set up and will operate during all Fair hours on Thursday 4:00 pm – 10:00 pm., Friday 9:00 am - 10:00 pm, Saturday 9:00 am - 11:00 pm, and Sunday 9:00 am - 7:00 pm. Craft exhibits may not operate prior to 4:00 pm Thursday.
- I) The Superintendent of Crafts will direct the placement of all craft exhibits in the leased space.
- J) The leased space location will be determined by the Superintendent of Crafts.
- K) The ASSOCIATION reserves the right to remove from the grounds the products and display facilities of any LESSEE who violates the terms of this agreement or any of the rules and regulations stated herein. The LESSEE acknowledges that this provision is essential to maintain the intent and character of the Fair. The LESSEE therefore waives any claim for damage against the ASSOCIATION and its officers, agents and representatives for the good faith enforcement of this provision.
- L) The LESSEE shall always be personally present at the space during Fair operation hours or have made prior arrangements with the Superintendent of Crafts.

**ADDENDUM – SECTION 9  
CANCELLATION POLICY**

Any cancellation of a contract must be done, in writing, to the Superintendent of Crafts. Refunds will be issued as per the postmark dates listed below:

- On or after 9/1/19 shall receive no refund;
- Between 8/1/19 and 8/31/19 shall receive a refund of 25% of the rental fees paid;
- Between 7/1/19 and 7/31/19 shall receive a refund of 50% of the rental fees paid; and
- Prior to 7/1/19 shall receive a full refund.

**ADDENDUM – SECTION 10  
INDEMNIFICATION**

Lessee agrees to release, defend, indemnify, protect and hold harmless the Durham Agricultural Fair Association, Inc. and its officers, directors, agents, employees, and volunteers, from and against all loss, liability, damage and/or expense, whether by reason of lawsuit, claim, demand, order, or judgment for amounts paid in settlement, reasonable attorney’s fees associated with any of the foregoing, and relative to personal injury, death or property damage arising out of, or in any way related to, or resulting from (a) Lessee or its agents or employees’ failure to comply with applicable law; (b) Lessee’s breach of any provision of this agreement; or (c) any negligent or willful act and/or omission of Lessee and/or its agents or employees.