

Baraga County Fair Vendor Application & Liability Waiver

This Agreement applies to all Vendors operating on Baraga County Fairgrounds; for events hosted by the Baraga County Fair or Lessor(s) of the Fairgrounds

Vendor Information

Vendor Name: _____

Business Name: _____

Event Date(s): _____

Email: _____ Phone Number: _____

Mailing Address: _____

City/State/Zip: _____

Booth Information

Type of Vendor (check all that apply):

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Food Vendor | <input type="checkbox"/> Craft Vendor |
| <input type="checkbox"/> Retail Vendor | <input type="checkbox"/> Nonprofit |
| <input type="checkbox"/> Alcohol Vendor (<i>Private Fairground Rentals Only</i>) | <input type="checkbox"/> Other: _____ |

Description of Items to be Sold: _____

Do You Require Electricity? Yes No

License and Liability Requirements

All Vendors must provide proof of Liability Insurance for any event held on the grounds. We require Proof of General Liability, but encourage Product, and Business Property/Equipment Coverage if not included under a General Liability plan. If Vendor does not carry business insurance, homeowner's insurance may provide a rider for the event(s). Liability, at a minimum, must be at least \$1,000,000.00 per occurrence through the date(s) listed to vend and designate Baraga County Fair, 15243 Pelkie Rd. Pelkie, MI 49958 as an additional insured. A Certificate of Insurance will be presented to the Baraga County Fair Board before Vendor is allowed to set up on the grounds. **Baraga County Fair must be listed as an additional insured.**

Food Vendors must provide proof of Food License with the State of Michigan for the event date(s) listed.

Alcohol Vendors must provide proof of License with the Township of Baraga and Michigan Liquor Control Commission for the event date(s) listed. (For rental events only, not events held by Baraga County Fair).

Vendor Agreement:

By submitting this application, the vendor agrees to the following

- **Equipment:** Vendors must provide their own tables, tents, and display materials.
- **Cleanliness:** Vendors are responsible for keeping their booth area clean during and after the event.
- **Compliance:** Vendors must comply with all local health, safety, and licensing regulations.
- **Right of Removal:** The event organizers reserve the right to deny or remove vendors that do not comply with event rules.

Business Name/Logo Release Waiver

Vendors wishing to grant Baraga County Fair use of their business name and/or logo, may submit their high-resolution logo (PNG, JPG, or PDF) to baragacountyfair@up.net. Include the following statement: "I hereby grant the Baraga County Fair license to use my business name and/or logo on their website, and in other promotional marketing forms."

Hold Harmless Agreement, Subrogation, and Vendor Liability Waiver

The Vendor agrees to participate in the event at their own risk. The Vendor releases and holds harmless Baraga County Fair, its affiliates, its directors, officers, employees, and agents from all liabilities assumed by the Vendors involvement and participation in any and all activities related to the Event held on the Baraga County Fairgrounds from any liability, injury, loss, or damage that may occur during participation in the Event. The Vendor assumes responsibility for any damage caused by their booth, equipment, or products. The Vendor further agrees that their General Liability policy shall include a waiver of subrogation in favor of Baraga County Fair, its officers, directors, volunteers, staff, and affiliates. This means the Vendor's insurers shall have no right to recover from Baraga County Fair for any loss, damage, or expense covered by such insurance, regardless of the cause, including the negligence of Baraga County Fair or its representatives. Vendor shall provide certificates of insurance evidencing this waiver upon request.

The Vendor grants and conveys to Baraga County Fair all right, title, and interest in any and all photographs, images, video or audio recordings of the Vendor or his or her likeness or voice made by Baraga County Fair in connection with the Participant's involvement in the Event, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Vendor Signature: _____ **Date:** _____