

ROBIN HOODS FAIRE

12 Ellis Rd, Southbridge, MA 01550 • Phone: (860) 478-5954

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EVENT DATES

Circle the event year you are paying to attend:

2021 2022 2023 2024 2025

Please note: You won't find event dates listed in this agreement. Unless otherwise agreed upon in writing, you must attend all event days in the year you are signing up for. If you are uncertain of what these dates are, please contact the Faire's merchant coordinator before submitting this contract.

EVENT LOCATION

Harwinton Agricultural Society

150 Locust Road, Harwinton CT, 06791

EVENT HOURS

10:30 a.m. to 6 p.m.

Please note: Some evening hours may be added. This will be noted on the website.

SETUP TIME

Open setup for merchants begins at 9:00 a.m. on the Sunday, prior to opening weekend of the Faire and ends at 5:00 p.m. Open setup occurs

again on the Friday prior to the Faire's opening day at 9:00 a.m. to 8:00 p.m. If you would like to set your booth up outside of this time, please schedule an appointment with Brian via email at brian@ctfaire.com. Brian will verify your appointment by responding to your email.

EVENT FEES

Event fees begin at \$2.75 per square foot on the final day of the current Faire and increase by 25 cents on the 1st of each month up to the next show. Your application and fee must be postmarked in the appropriate month to receive that month's rate.

- Cart/Mobile Sales merchants pay the equivalent of a 10x10 sales area. Food merchants rate is 15% of gross sales payable per weekend.
- A 10x10 booth may have up to 2 workers with an additional worker for every additional 100 SF. Food merchants may make arrangements to have additional workers.
- More worker passes may be provided upon request.

Make checks payable to STONE CIRCLE, LLC.

Any injury or damage to persons or property caused by items for sale or display are the sole responsibility of the merchant and his or her representative. Stone Circle, LLC, the Harwinton Agricultural Society, its owners, staff, and volunteers shall also be held blameless. The applicant full understands that fees are nonrefundable once he or she has been accepted to the show. Stone Circle, LLC, reserves the right to accept or reject any application at its discretion. Merchant agrees to follow all event rules included with this application and will make certain their workers are aware of these rules. Your signature indicates acceptances of all terms set forth.

APPLICATION CHECKLIST

- Completed and signed application and fee with check made payable to Stone Circle LLC.
- Signed and dated cleanup deposit check for \$100 made payable to Stone Circle LLC.
- Proof of Insurance and additionally insured (by setup date)
- Photo of your booth setup (new applicants)
- Photo of you in your appropriate Faire attire (new applicants and workers)

Insurance Information

Your one-million-dollar General Liability policy MUST name the following entities as "Additionally Insured":

- Stone Circle LLC, 12 Ellis Rd, Southbridge, MA 01550
- Harwinton Agricultural Society - 150 Locust Road, Harwinton CT 06791

\$100 Cleanup Deposit Information

When you submit this application, you must include an additional check for \$100 written out to "Stone Circle LLC." This check should have written on it:

- Memo: a memo of "Cleanup/Security Deposit."
- Date: It should be dated for the first day of the faire.

You must have the General Manager or Merchant Coordinator clear your site at the end of the Faire. If they verify your sales area is properly cleaned your check will be shredded. If it is not cleaned and/or you leave before having your area signed off, your deposit will be claimed regardless of the condition of your sales area. Your deposit check may also be claimed if you violate Faire rules that would incur a cash penalty. This may be done without notice.

(Signature)

(Signature - Print)

Date

EVENT RULES

Stone Circle, LLC (FAIRE) does hereby lease and merchant (MERCHANT) does hereby rent from the FAIRE an area on the fairgrounds (BOOTH) assigned by the FAIRE for the sale of its goods and/or services.

SALES AREA

1. The length of afore-mentioned lease shall begin when the Faire opens for the season and end when the Faire closes for the season.
2. MERCHANT is responsible for maintaining the cleanliness of their sales area in a 10 foot radius around their BOOTH. Including keeping the grass neat and trimmed for faire days.
3. MERCHANT is responsible for having their BOOTH broken down and removed from the FAIRE site within two (2) days after the Faire closes to the Public for the season. The MERCHANT understands that any goods or property not removed in this timeframe are considered abandoned and the FAIRE may dispose of said goods and property in any manner it deems necessary.
4. MERCHANT is responsible for collection of and disposal of trash generated by their BOOTH in the FAIRE dumpster outside the grounds. MERCHANT agrees to pay \$25 from their Security Deposit for each instance trash is improperly disposed of. Should the FAIRE be needed to clean the MERCHANT BOOTH or sales area, MERCHANT agrees to pay \$25 from their Security Deposit. MERCHANT agrees to issue a new Security Deposit for \$100 should the full amount of their original deposit be exhausted.
5. MERCHANT will not exceed the dimensions of the BOOTH space they are leasing unless approved by the FAIRE and paid for in advance. Exceeding the dimensions of your BOOTH space includes adding unauthorized wandering/cart sales. The MERCHANT agrees to pay the maximum BOOTH lease amount for unapproved additions to their BOOTH.
6. MERCHANT agrees not to use or permit the BOOTH to be used for any illegal, disorderly, or improper purpose in violation of any rules or regulations of the FAIRE. The FAIRE reserves the right to close any MERCHANT BOOTH at any time without refund for non-compliance of rules or for reasons involving safety or the image of the FAIRE.
7. MERCHANT agrees to ensure its BOOTH is constructed in a secure/safe manner. The FAIRE reserves the right to remove any unsafe BOOTH or display at any time. MERCHANT acknowledges bad weather is a possibility during the FAIRE run and is responsible for safely securing their TENT/BOOTH. MERCHANT is solely responsible for any damage caused to the FAIRE, other MERCHANT BOOTHS, the HARWINTON AGRICULTURAL SOCIETY, or people.
8. MERCHANT shall leave its sales area in the condition in which the area was received by the MERCHANT prior to the FAIRE.
9. MERCHANT will obtain all licenses and permits as required by any government or FAIRE authority as required. This includes, but is not limited to Proof of Insurance, Food Permits, Fire Extinguishers, State and Federal Tax requirements, Tent Fire Ratings, etc.
10. MERCHANT understands they are responsible for providing their own BOOTH, costume, shelves, tables, chairs or anything else required to sell at the FAIRE. This includes, but is not limited to, an appropriate wooden sign or similar material that best represents the time period the FAIRE represents. MERCHANT will fashion BOOTH with a Renaissance-Fantasy style that covers exposed pipes, tables, or modern-looking implements. This includes trailers, ovens, grills, etc., the MERCHANT is responsible for. The MERCHANT agrees to pay \$100 per day the aforementioned anachronisms are left

uncovered. FAIRE ownership will determine what is or isn't within compliance and notify the MERCHANT should it be necessary to do so.

11. MERCHANT will provide any required fence panels and supporting beams to the FAIRE at MERCHANT expense as required by the FAIRE to conceal "back stage" areas seen between MERCHANT BOOTHS.
12. MERCHANT agrees not to have pets in their BOOTH during the FAIRE day. Pets must be left in the camping area. MERCHANT is responsible for the safety of their pet while secured in the camping area. Pets that are a nuisance will be removed from the site by their owner at their own expense
13. MERCHANT understands adverse weather is a possibility at an outdoor festival and will insure their BOOTH is secured to withstand severe weather. MERCHANT also understand MERCHANT is responsible for damage caused by their BOOTH if it is not properly secured. This includes, but is not limited to fees from the FAIRE for repair work or maintenance on the site.
14. MERCHANT agrees to provide a photo of their BOOTH including photos of any signs MERCHANT wishes to display. MERCHANT must also provide photos of employees in costumes to be approved by FAIRE Costumer. MERCHANT understands photos are non-returnable and may require resubmission year-to-year as needed. MERCHANT understands their BOOTH could be closed until employees are in costuming suitable for the FAIRE and approved by FAIRE Costumer.

BOOTH LOCATION

1. MERCHANT understands the FAIRE is under no obligation to place the MERCHANT in the same space each year.
2. MERCHANT may only move its BOOTH with permission from the FAIRE during hours the FAIRE is not in operation. The MERCHANT will be responsible for movement of the BOOTH and its contents.

COSTUMING

1. MERCHANT will work with the FAIRE to help create the illusion of traveling back in time to the Renaissance by wearing approved Renaissance costuming, using period tents or structures that conform to FAIRE standards. MERCHANT will not wear watches; sunglasses; striped, neon or print fabrics; jeans; t-shirts; halter tops; tennis shoes, combat boots, etc. Failure to comply with these requirements will result in fines or removal from this and future events.
2. Any authorized weapons worn by the MERCHANT must be peaced at all times.
3. The FAIRE COSTUMER may, at any time, require you to change or alter your costume to fit within these guidelines. Failure to comply could result in fines and/or expulsion from the FAIRE.
4. MERCHANT understands shoes and shirts are required of all FAIRE participants. FAIRE COSTUMER reserves the right to allow variations on costuming by request.
5. MERCHANT will insure all employees will remain in costume and in character while in their booth and/or working at the Faire.
6. MERCHANT understands there is a \$100 fine for every instance they (or an employee) are out of costume/character while working at the FAIRE. Out of costume/character includes use of cell phones (i.e. texting) for any purpose other than credit card processing.

EVENT RULES

HOURS OF OPERATION

1. MERCHANT understands they must remain open during all hours of faire operation unless given specific permission by the General Manager.
2. FAIRE management will announce the official close time of the FAIRE at day end.
3. MERCHANT will not begin to break down their BOOTH until permission to close has been issued by a Faire staff. Early closure of a BOOTH without permission from FAIRE management will incur a \$50 fine.
4. MERCHANT will insure BOOTH is properly staffed even in the event MERCHANT is unable to staff BOOTH due to illness, family emergencies, or anything short of a government issued state of emergency.
5. MERCHANT understands there is a \$100/day fine for having an unopened BOOTH. This fine must be paid before MERCHANT is allowed to open their BOOTH again.
6. MERCHANT will have any vehicles they or their employees own off site no later than one hour prior to the opening of the Faire day. MERCHANT understands there is a \$25 per 15 minute period their vehicle (and/or the vehicle of an employee) is on site past the deadline.
7. MERCHANT will operate their business rain or shine with the understanding this is an outdoor event. Your merchant fee is non-refundable even in the event of a complete rain-out. Faire will remain open unless conditions warrant early closure for safety reasons.

CODE OF CONDUCT

1. MERCHANT understands falsely representing employee numbers for BOOTH or attempting to sneak guests on site without permission may result in immediate dismissal without refund.
2. MERCHANT agrees to behave in a professional manner at all times that best represents the image of their company and of the FAIRE. MERCHANT agrees its employees will maintain this same level of professionalism at all times while at the FAIRE. This includes maintaining a "family-based" show keeping humor in the G to PG range.
3. MERCHANT understands use of illegal drugs or being intoxicated during faire hours will not be tolerated. Use of illegal drugs after hours will not be tolerated and will result in immediate dismissal of the individual suspected/caught violating this rule.
4. MERCHANT agrees to abide by all rules stated in this merchant application.
5. MERCHANT understands that failure to abide by the rules established by the FAIRE may result in immediate dismissal without refund of leasing fees.

MISCELLANEOUS

1. MERCHANT agrees to hold Harmless; the Connecticut Renaissance Faire and Stone Circle LLC, or any staff or person involved with the Connecticut Renaissance Faire for any and all damages to persons and properties resulting from acts of God, loss, theft, vandalism, injury or medical emergency. Further: the above mentioned persons, groups or organizations, shall be held harmless from any

cause of action, claim or petition, filed in any court or administrative tribunal, arising out of said event, including all costs, attorneys' fees, judgments or awards.

2. MERCHANT understands FAIRE ownership reserves the right to make the final interpretation on these rules.
3. MERCHANT understands BOOTH fee must be paid in full in order to be considered registered for the FAIRE.
4. MERCHANT understands BOOTH FEE is nonrefundable unless I am refused space or refused in a category of wares I wish to sell.

WARES

1. MERCHANT understands and agrees the FAIRE, in its sole discretion, may refuse at any time to allow a MERCHANT to display and/or sell any goods the FAIRE deems inappropriate.
2. The FAIRE will not be held responsible for any financial loss incurred by the MERCHANT if any good(s) that were not approved in advance must be removed from the MERCHANT BOOTH.
3. MERCHANT understands though there may be an on-site security presence during the FAIRE day and throughout the week, the FAIRE is not responsible for damage to or theft of MERCHANT property at any time for any reason. MERCHANT understands this policy extends to employees and vehicles of the MERCHANT and employees.
4. MERCHANT agrees to pay \$100 per saleable item they wish to add to their BOOTH after MERCHANT Agreement has been approved by the FAIRE.
5. MERCHANT agrees to pay \$100 (and remove items from BOOTH immediately) for each item found in their BOOTH that has not been approved contractually in writing by the FAIRE in this MERCHANT AGREEMENT. MERCHANT understands that submitting a photo of an item MERCHANT would like to sell in their BOOTH does not guarantee right to sell.
6. MERCHANT understands the FAIRE reserves the right to limit or exclude any item sold by the MERCHANT at any time for any reason.
7. MERCHANT understands the FAIRE provides a setting in which MERCHANT may sell goods or services. The FAIRE is in no way responsible for lack of sales MERCHANT may experience for any reason. This includes, but is not limited to inclement weather, patron traffic, location of site, location of sales area, etc.
8. MERCHANT agrees to peace-bind any weapons they are authorized to sell at the time of sale. Weapons that cannot be peace-bound may not be sold without permission from the FAIRE. MERCHANT is aware there is a \$25 fine for each instance a weapon is not peace-bound at the time of sale.