

The Collier County Fair Big Swamp Smoke Off

ENTRY LICENSE

BBQ Cook Team & Vendors/Concessionaires

**Additional Rules and Regulations
(not included in the Entry Application)**

Term of Entry License: November 2nd and 3rd, 2012

COMPLIANCE WITH LAWS: Licensee will comply and will require its agents and employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies, and by all facility rules and regulations provided by The Fair. Licensee agrees that all applicable rules, regulations and requests by duly authorized governmental agencies responsible for the public safety and by The Fair to assure such safety.

DEFACEMENT OF FACILITY/PROPERTY: Licensee shall not injure, mar, nor in any manner deface said premises or any equipment contained therein; and shall not cause or permit anything to be done whereby premises, property or equipment therein shall be in any manner injured, marred or defaced.

CLEAN-UP: It is agreed that Licensee will maintain the facility in a clean and safe manner from move-in through move-out.

PAYMENT FOR DAMAGES: Licensee agrees to pay all costs of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this License in order to restore the damaged facility, property and equipment or other parts of the premises affected by the event to a condition equal to that at the time this License went into effect. Licensee also agrees to post damage and clean-up deposit as required by The Fair. Any unused portion will be returned after inspection by the Fair.

TRANSFER: Licensee will not transfer, assign, sublet or subject this License or its rights or interest therein without prior written approval of The Fair, which approval may be arbitrarily withheld.

OBJECTIONABLE PERSONS: It shall be the responsibility of the Licensee to eject or cause to be ejected from the premises any persons causing a disturbance and nuisance. Neither The Fair nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by Licensee of such action.

LOAD IN AND OUT: Licensee agrees that all articles, displays, and exhibits, shall be brought in or out of facility only at such entrances and such times as designated by The Fair.

STORAGE: Licensee assumes all responsibility for all goods, materials, exhibits, displays and articles in or on the premises before, during or after the event.

REMOVAL OF PROPERTY: Licensee agrees that all materials pertinent to the event which are not the possession of The Fair will be removed from the premises before the expiration of the License. The Fair shall be authorized to remove, at the expense of the Licensee, all materials remaining in the space as covered by this License. Licensee shall be responsible for payment of storage costs and Licensee agrees The Fair shall not be responsible for loss, damage or claims against material removed or stored under this provision. Licensee agrees The Fair shall have a first lien on such materials for payment of costs accrued for removal and storage.

COMPLETE AGREEMENT: All terms and conditions of this License shall be binding upon the parties, their heirs or representatives and assigns, and cannot be waived or modified by any oral representation of promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this License. Such written document must be incorporated by specific reference therein as a part of this License. Neither party may rely on any oral representations and must look solely to the terms of this License. This License constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. Any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force or effect. Furthermore, Licensee

agrees that notwithstanding the real possibility of significant damages to Licensee in the event The Fair exercises its right of cancellation and the right to retain the deposit and other monies, and other rights under the License, the Licensee agrees to the terms contained herein and executes this License voluntarily and freely.

OTHER CONDITIONS: It is mutually agreed that any and all matters not expressly provided for in this License will be at the sole discretion of The Fair.

CONDITIONS AND LIMITATIONS: It is agreed that this License is subject to all the conditions and limitations set forth for use of The Collier County Fairgrounds Facilities herein above referred to and Licensee shall be bound thereby. This License shall be considered to have been executed in Collier County, in the State of Florida, and shall be interpreted and enforced in accordance with the laws of Collier County, Florida and no other.

PUBLIC SAFETY: The Fair reserves the unilateral right to cause the interruption of any event in the interests of the public safety and to likewise. The Licensee hereby waives any claim for damages or compensation from The Fair. The Fair reserves the unilateral right to make such announcements as are deemed necessary at any time in the interest of such public safety. Licensee agrees to cooperate with the delivery of such announcements for public safety, including, but not limited to announcements to require patrons to leave the premises.

PROHIBITED: The Fairgrounds prohibits the following. You must comply with these requirements:

1. No glass containers of any kind are allowed on the fairgrounds
2. Do not cause or allow beer, wine or any other alcoholic beverages to be sold.

X _____
Signature (Leader-Cook Team/Vendor/Concessionaire)

Date: _____

Print Name (Cook Team/Vendor/Concessionaire)

Address: _____

Please complete and return this with your Waiver and entry registration application to Collier County Fair, Shannon Hubbell, 751 39th Ave NE, Naples, FL 34120.