

2026 FRANKLIN COUNTY FAIR Vendor Rules and Regulations

The following are policies governing vendors at the Franklin County Fair and are supplemental to the Vendor Contract. By signing the Vendor Contract, you are agreeing to all terms within this document.

DEFINITIONS:

- 1. "Franklin County Fairgrounds" and "Fairgrounds" refers to the property located at 85-89 Wisdom Way in Greenfield, MA.
- 2. "Vendor", "Licensee", "Concessionaire", and "Exhibitor" are used interchangeably in both written and verbal terms and apply to all people, businesses, organizations, and the like who license space during the Franklin County Fair.
- 3. "Franklin County Fair" and "Fair" refer to the event hosted by FCAS to which the licensee has contracted.
- 4. "FCAS" and "Licensor" refer to the Franklin County Agricultural Society, host of the Franklin County Fair and owner of the Franklin County Fairgrounds.

CONTRACT TERMS:

- 1. Vendors are to check in at the Fair Concessions Office on the east end of the Dole Building before setting up. Set-up of booth space cannot be earlier than Tuesday, September 8. The Concessions Office is open by appointment on Tuesday, September 8 and at 8am on Wednesday, September 9.
- 2. All exhibits and booths must be in place and open to the public by 3pm on opening day of the Fair. Gates open at 3pm on Thursday and Friday, and 8am on Saturday and Sunday. Building hours can be found on the event website at www.fcas.com
- 3. Vehicles will be allowed into the Fairgrounds to service displays between 7am and 9am on Saturday and Sunday and until 3pm on Thursday and Friday of Fair operational days. No vehicles will be permitted within the Fairgrounds after these times. Loading/unloading is not allowed in front of building doorways, in vehicle lanes, or in specified fire lanes. Unload/load your vehicle quickly and remove the vehicle into a long-term parking space as soon as possible. Vehicles will be towed that are left in an unauthorized area.
- 4. The Franklin County Fair will allocate vendor spaces on a first come first served basis. Priority consideration is given to Vendors from the previous Fair. Spaces will be assigned based on the type of exhibit and location of other similar booths. The Concessions Manager has sole discretion on the placement of vendors. There are no exclusives on any product.
- 5. The Vendor is responsible for obtaining, paying, and following any and all licenses, taxes, and/or permits of Federal, State, County or Municipal government agencies. FCAS cannot answer questions regarding fire inspections, health inspections, or any City requirements or licenses. Please use the City of Greenfield's website (https://greenfield-ma.gov) to find the information or to locate a point of contact. Vendors who fail to obtain the proper permits from the City will not allowed to vend and will not receive a refund of any monies paid to the Franklin County Fair.

- 6. The sale of pornographic material, any type of smoking related item, drug paraphernalia, offensive symbols, martial arts materials, weapons, knives, live animals (such as goldfish), or any other articles deemed inappropriate or unsafe and out of line by management for a wholesome family-themed Fair are strictly prohibited by the Franklin County Fair. Infractions may cause immediate dismissal from the Fairgrounds. Sale of merchandise which has not been preapproved will be an infraction of the vendor contract. The Concessions Manager has the right to immediately dismiss the vendor from the Fairgrounds or instruct them to remove all unapproved merchandise and store it away in a non-public location.
- 7. The Franklin County Fair assumes no responsibility for salaries or expenses for any employees of the vendor nor any debt incurred by the vendor in fulfillment of this agreement; nor for any accidents or damages to or by any article, animal or person belonging to or employed by the vendor on the Fairgrounds or in preparation or removal of any concession or exhibit.
- 8. The Franklin County Fair and its officers and employees are not responsible nor liable for any damage or injury resulting from theft, fire, the elements, accidents, or other conditions or causes, whether to exhibits, property of vendors, vehicles on the grounds, articles left therein, or any other property of any nature whatsoever.
- 9. Vendor will register any drawing or give-away in conjunction with an exhibit at the Franklin County Fair in the Concession Office prior to the start of the Fair; article and date of drawing shall be listed in writing. Vendor will file a complete list of winners with the Concession Office before the expiration of the current year's Fair. Vendor will hold all drawings prior to the closing of the current year's Fair and notify the Fair of all winners and description of the prizes received.
- 10. Vendor shall not assign, sublet, or otherwise transfer their license to another party in any way.
- 11. In the event of a breach or cancellation of the contract by the Vendor, Franklin County Fair shall be entitled to terminate the contract and to retain any and all rental fees paid by Vendor as liquidated damages. If Franklin County Fair breaches the enclosed contract, its liability is limited to the amount of rental fee paid by Vendor.

BOOTH SPACE:

- 1. Booths set up in the Dole and Grandstand (Halberg Hall) buildings must be arranged so as not to obstruct the view of other booths. Partitions or signs placed around, or as part of any exhibit, shall not be any higher than the pipe and drape curtains.
- 2. Booths that are setup outdoors shall not anchor tents into the pavement. Surface anchors such as cinder blocks or water weights must be used. A fee of \$100 per hole will be charged for any violations.
- 3. Vendors shall ensure that all employees and representatives are clean, orderly, and polite in their conduct and speech and that the exhibit space is kept clean, with no accumulation of trash, paper, or other combustible material.
- 4. Vendors, employees, and their representatives shall operate strictly within the limits of their contracted area(s) and shall not operate in the aisles, roadways, walkways, or any other space outside of their allocated area.
- 5. Service animals are allowed on all parts of the Fairgrounds as dictated by State and Federal Laws. No other animals are allowed in or around any booth area unless they are an active part of the exhibit and approved by the Concessions Manager.
- 6. All signage must be of first-class quality and signs cannot extend into the aisles and must be confined to the booth area or space allocated. The Concessions Manager shall have the right to require a Vendor to

remove any sign considered, in their sole opinion, to be undesirable or unacceptable.

- 7. No person or Vendor is to place any advertising matter anywhere on the Fairgrounds or be permitted to distribute advertising/promotional materials outside the space assigned to them unless authorized in writing by the Concessions Manager.
- 8. Smoking of any kind is not permitted at or behind a booth. Smoking is only allowed in designated areas of the Fairgrounds. These specific locations can be identified by the Information Booth at the Fair.
- 9. Vendor will surrender possession of the premises to the FCAS at the expiration of the contract period without further notice. Vendor will leave premises in as good condition as they were prior to the occupancy, excepting allowances for reasonable and custom wear. Vendor will remove all structures, appliances, and other personal property from the Franklin County Fairgrounds within one (1) day after the close of the Fair, unless permission in writing for an extension is granted by the Concessions Manager. Vendor will forfeit all rights and ownership of property not removed within one (1) day of a valid extension.

FEES:

1. Fees are determined by the Concessions Manager each year. For 2026, the fees are:

a. Crafters 10'x10' Indoor and Outdoor Spaces: \$125
b. Indoor 10'x10' Commercial Space: \$400
c. Outdoor 10'x10' Commercial Space: \$350
d. Outdoor 10'x10' Political Space: \$450

2. Any outdoor booth needing additional space will be charged an additional \$25 per frontage foot.

ELECTRICAL:

1. The Fair will provide each Vendor with one 110-volt, 20-amp service. Electrical appliances such as kettles, coffee pots, space heaters, air conditioners, hot plates, etc., which are intended for personal convenience of Vendors are not allowed.

2. Food vendors will pay additional electrical fees:

a. Food trucks and trailers: \$150b. All other food vendors: \$50

ENTRY TICKETS:

- 1. Vendors will be provided credentials to enter into the Fairgrounds to staff their booth:
 - a. Up to four (4) event-long admittance passes which include parking.
 - b. Up to 10 (ten) single day tickets.
 - c. One (1) additional vehicle pass may be purchased by the Vendor for an additional fee.
 - d. Single day tickets are available for half of current admission price at the time.
- 2. Credentials will be provided to Vendors by the Concessions Manager during event setup. No credentials will be mailed. Only the number of tickets necessary to staff the booth will be provided.
- 3. Passes must be in the possession of the Vendor and/or the Vendor's employees to enter the Fairgrounds once the Fair has officially opened--if not, Vendor and/or employee will be required to pay full gate admission to enter the grounds. Make sure all employees are aware of this requirement. Under no circumstance will there be any "name list" at any gate for vendor personnel. Vehicles not having the proper vehicle admission pass will not be allowed Fairgrounds access.

- 4. Credentials are **not** to be duplicated for any reason, used in connection with any promotion during the Fair, nor will money be refunded for purchase of any personal or vehicle credential under any circumstance. If a credential is lost, it will not be replaced without payment of the proper fee. Replacement fee, once verified, will be \$10.00. The Concessions Manager reserves the right to refuse to replace all credentials. Vendor, Vendor's agent(s), and employees further understand and agree that they are prohibited from selling or reissuing any Franklin County Fair credentials for public sale.
- 5. No credentials will be issued until full payment is received.

INSURANCE:

- 1. The Vendor shall indemnify and hold FCAS, the Franklin County Fair, it's officers, agents, and employees harmless from any loss or expense arising out of any claim for personal injuries or property damage due to Vendors' use of the leased space.
- 2. The Franklin County Fair requires ALL Vendors to provide an insurance policy for the duration of their occupancy of Fairgrounds premises with the following:
 - General liability of \$1 million per occurrence and \$2 million aggregate as well as Workers'
 Compensation of any amount
 - The Vendor shall be named as insured on the policy with the Fair listed as additional insured for the duration of the event, including setup and breakdown dates on the policy.
 - The Fair must be listed as:

Franklin County Agricultural Society dba Franklin County Fair 89 Wisdom Way P.O. Box 564 Greenfield, MA 01301

DELIVERIES:

1. It is strongly recommended the vendor be in attendance to receive any shipments. The Franklin County Fair assumes no responsibility for receiving, managing, or storing any items delivered. The facility does not have a forklift.

EMERGENCY RESPONSE:

Fire extinguishers are in all buildings including the Dole & Grandstand (Halberg Hall). An AED and Stop
the Bleed Kit are each located outside of the Dole Building First Aid office and the Fairgrounds Main
Office. Vendors are encouraged to assist with an emergency response to the best of their ability and
when properly trained to do so to help protect life and property. If an emergency arises, Vendors are
expected to call 911.

GOLF CARTS:

1. Drivers of service vehicles must be licensed and insured by the person in charge of the vehicle. Children are not to be driving service vehicles at any time.

CAMPING:

1. Camping is allowed on the Fairgrounds in designated areas at a charge of \$30 per night and includes water and electrical hook-ups. There are no sewer hook ups. There is a dump station that may be utilized after the conclusion of the event.

FORCE MAJUERE:

- 1. Events of force majeure are those beyond the control of the Franklin County Fair and the Vendor which prevents either party from complying with its obligations in this contract. These events include, but are not limited to, natural disasters, fire, explosion, flood, war, terrorism, or any other act of God.
- 2. Either party shall be excused from performance and shall not be in default in respect to any obligation to the extent that the failure to perform such obligation is due to a force majeure event. Neither the Franklin County Fair nor the Vendor shall incur any liability to the other party for any losses or damages whatsoever incurred or suffered if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages caused by a force majeure event.

APPLICABLE LAW:

 This document shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any of the provisions shall be held to be invalid, the remaining terms remain in full effect.