



2024 Ionia Free Fair  
**Merchant Marketplace Contract**  
 July 11-20, 2024

616-527-1310  
[office@ioniafreefair.com](mailto:office@ioniafreefair.com)  
[www.ioniafreefair.com](http://www.ioniafreefair.com)

Business Name \_\_\_\_\_  
 Merchandise \_\_\_\_\_  
 Contact Persons Name \_\_\_\_\_  
 Email \_\_\_\_\_ Cell Phone (required) \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Employee Names \_\_\_\_\_

Event: Ionia Free Fair Marketplace  
 Location: Ionia Fairgrounds 317 S Dexter St, Ionia MI 48846 - Merchants Building

Dates/Times:

Wednesday	July 10, 2023	set up from noon-9pm
Thursday	July 11, 2023	set up from 9am - 345pm
Thursday	July 11, 2023	open 4pm-9pm
Friday-Sunday	July 12-14, 2023	open 12pm-9pm
Monday - Tuesday	July 15-16, 2023	open 2pm-9pm
Wednesday-Saturday	July 17-20, 2023	open 12pm-9pm
Saturday	July 20, 2023	tear down 9pm-midnight
Sunday	July 21, 2023	tear down 9am - noon

Booth # requests (not guaranteed)

Number of booth spaces requested	Inline _____	End (E) _____
10'x10' approx space	Inline - \$275	End - \$325

Booth 2 is free with the purchase of both booth 1 and 3  
 Booth 59 is free with the purchase of both booth 58 and 60

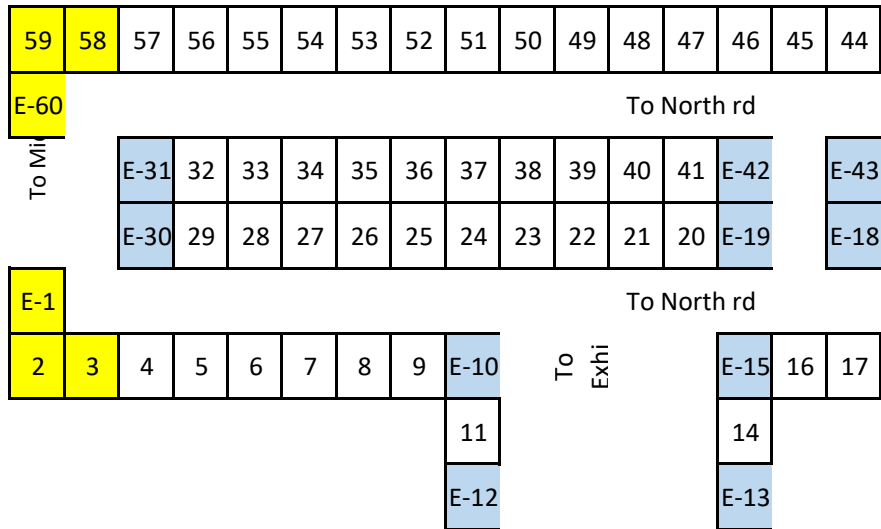
Total Booth charge	\$ _____
Electricity (220) \$125.00 if needed, (110v) \$50.00 if needed	\$ _____
Additional Parking (2 are free) \$15 each	\$ _____
Vendor Program - tshirt name only \$35 if elected	\$ _____
Vendor Program - tshirt logo \$150 if elected	\$ _____
Vendor program - on site parking lot coupon \$225 if elected	\$ _____
total due	\$ _____

Cash \_\_\_\_\_ Check \_\_\_\_\_ Charge \_\_\_\_\_  
 Name on Card \_\_\_\_\_  
 Card # \_\_\_\_\_ EXP \_\_\_\_\_ CVC \_\_\_\_\_  
 Address if different from above \_\_\_\_\_

CANCELLATION: LESSEE CANCELS SAID CONTRACT ON / AFTER JULY 1ST THEY FORFEIT ALL FEES PAID. EXHIBITOR MUST PROVIDE A CERTIFICATE OF LIABILITY INSURANCE AND 100% OF CONTRACT TOTAL NO LATER THAN JUNE 1, 2023  
 ALL FEES MUST BE PAID IN FULL BEFORE BOOTH SET UP  
 Please sign and return this contract and 100% payment by June 1, 2023. Your spot is NOT secured until its received

Signature \_\_\_\_\_

MERCHANT BUILDING LAYOUT



THE EXHIBITOR ALSO AGREES TO THE FOLLOWING CONDITIONS OF THIS CONTRACT

PLEASE INITIAL EACH LINE

- No weapons (switchblades, brass knuckles, etc)
- No vulgar or pornographic material / merchandise
- Only merchandise specified in the contract may be exhibited or sold
- LESSEE agrees to use qualified labor at all times
- LESSOR will grant space based on overall desirable layout of products & services
- LESSEE agrees not to sublet any part of the rented space
- LESSOR shall be entitled to close an exhibit at any time for failure of LESSEE to perform and/or comply with any term set forth in this contract
- LESSEE shall not be entitled to a refund should the LESSEE for any reason be unable to attend if cancelled after May 1, 2024
- LESSOR reserves the right, for any reason, to change the dates or location of the Marketplace during the fair
- All pertinent Laws, ordinances, and regulations pertaining to health and public safety shall be strictly observed. Possession and/or sale of drug paraphernalia or encouraging or suggesting illegal activities are prohibited by the City of Ionia ordinance
- LESSEE will cooperate by keeping the Marketplace area clean and organized
- Garage sale type merchandise is not permitted
- Exhibits left over-night are at the LESSEE's own risk
- LESSOR has the right to take down any items that may be against regulation or code and/or offensive, cause controversy, or complaints from customers
- In all cases, the decisions of the Marketplace Manager, the Ionia Free Fair Board are final. Failure to abide by their decisions may result in ejection from the show without a refund

FOR EXHIBITOR INFORMATION AND TO SECURE YOUR BOOTH SPACE  
PLEASE CONTACT THE FAIR OFFICE  
616-527-1310      office@ioniafreefair.com

## MARKETPLACE BUILDING INFORMATION

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- \* Your booth will be given two (2) ten day parking passes - additional passes may be purchased on the 1st page of the contract or at the fair office
- \* LESSEE parking located next to the Ionia Skatepark by M66
- \* Parking will NOT be permitted next to the building - vehicles may be brought up to the building prior to open for restocking purposes. Building must be cleared of vehicles 15 minutes prior to opening each day.
- \* ANY VEHICLES NOT REMOVED FROM NON PARKING AREAS BY SHOWTIME, WILL BE TOWED AT OWNERS EXPENSE
- \* We suggest for security reasons that you cover your booth each night
- \* LESSEE IS RESPONSIBLE FOR THEIR OWN TABLES, CHAIRS AND FANS. It does get hot in there sometimes. LESSOR will provide fans in the isles to promote airflow for guests - moving these fans at any time is prohibited

## REGISTRATION REQUIREMENTS:

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- \* LESSOR agrees to grant to LESSEE the right to sell products and/or exhibit the items specified in this agreement.
- \* LESSEE agrees that the space utilized will be for only those activities enumerated on page 1 of the contract (please be specific)
- \* LESSEE agrees to provide a Certificate of liability Insurance, Naming Ionia Free Fair Association as additional insured. This needs turned into the office by May 1, 2024
- \* LESSEE agrees to have 100% of contract paid no later than May 1, 2024
- \* LESSEE commits to booth space in the Marketplace for the duration of the Ionia Free Fair, which is the 10 days July 11-20, 2024
- \* LESSEE AGREE TO NOT SUBLET ANY PART OF THE RENTED SPACE
- \* If LESSEE cancels said contract on/after May 1, 2024, all fees paid are forfeited

Marketplace managers including the Ionia Free Fair Association Board of Directors, reserve the right to limit duplication of product as well as similarity of products sold, set by order in which Lessee achieves paid in full status

LESSEE agrees to abide by the terms, rules and regulations that the LESSOR may make for the use of said space: to decorate or furnish such space only in accordance with applicable laws or ordinances relating to fire regulations

The Ionia Free Fair Association is not responsible for lost or stolen items. Please refer to Addendum A for additional information on rules and regulations

Building will be open 1 hour before each of the open times for restocking, reorganizing etc.  
Staff will be locking doors at closing time and all vendors need to be out within 15 minutes after closing  
Building will be left open, unlocked and unattended after noon on the 21st

## ADDENDUM A

**ASSIGNMENT and SUBCONTRACTING** - This agreement shall not be assigned nor shall the LESSEE utilize any subcontractor without the prior written consent of and upon such terms as required by the Ionia Free Fair (IFF). Obligations provided for in said contract including payment for space and electric hookup, shall remain the obligation of the initial LESSEE, irrespective of approval subleasing or assignment other wise provided

**INSURANCE** - LESSEE shall obtain such insurance as is required elsewhere under this Agreement, and in addition thereto shall obtain the following insurance, as applicable: Public liability insurance insuring LESSEE in the minimum amounts of \$100,000 per person, \$1,000,000 per occurrence, and \$50,000 property damage against claims arising out of or in connection with the concessions/exhibits/rentals which are the subject of the agreement. LESSEE shall supply said public liability insurance policy in the form of a Certificate of Insurance or other form satisfactory to the IFF at the time of payment in full and signed contract. Said insurance shall name the Ionia Free Fair Association, its officers, directors, employees, and agents as additional insured. In addition, LESSEE will have Workers Compensation insurance in the amount required by law.

**BREACH** - Failure of LESSEE to perform as specified is cause for immediate termination of this agreement at the option of the IFF, without limitation upon any other relief available to the IFF.

**RELEASE AND INDEMNITY** - The LESSOR, Ionia Free fair, and its officers, employees and agents, and their heirs, successors, assigns, executors and administrators will not be responsible for any injury which may arise to the LESSEE, Exhibitor, their employees, agents, representative, and customer, and their heirs, successors, assigns, executors and administrators for the loss, theft of or damage to any display, merchandise, samples or vehicle for any cause what so ever while in transit to or from, or while participating in the Ionia Free Fair and Marketplace.

LESSEE agrees to fully and forever release and discharge the Ionia Free Fair from any and all claims, demands, rights of action or causes of action, present or future, whether the same is known, unknown or anticipated, resulting from or arising in connection with the operation of the concessions, exhibits which are the subject of this agreement. LESSEE further agrees to assume all risk of loss and to indemnify and hold the Ionia Free Fair Association, Its officers, employees and agents, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgements including cost, attorneys' and witnesses' fees and expenses incident there to, for injuries to persons including death and mental anguish, and for loss of, damage to , or destruction of property, including property of the FAIR, or any other injury, including infringement of a patent, copyright, trademark, service mark or trade secret, resulting from or arising out of any negligent or intentional act or omission of LESSEE or of any employee, agent or representative of LESSEE.

**NONINTERFERENCE and COOPERATION** - LESSEE shall do nothing to interfere with or prejudice the Ionia Free Fair's right to recover damages or seek other relief against a third party, and shall furnish all reasonable assistance and cooperation to the Ionia Free Fair in connection with the Ionia Free Fair's action against such third party, including assistance in the prosecution of suit and the execution of instrauments of assignment in favor of the Ionia Free Fair Association.

**RIGHT TO AUDIT** - The Ionia Free Fair Association has the right to examine and audit any of the LESSEE's records, which relate to this agreement; or the operation of the concessions/exhibits, which are the subject of this agreement.

**COMPLIANCE WITH LAW** - This agreement and the LESSEE's obligations hereunder made and must be performed in compliance with all applicable federal, state, county or local laws, ordinances and regulations. LESSEE shall obtain all licenses and/or permits required under federal, state, county or local laws, ordinances or regulations necessary to operate its concessions / exhibits and shall supply the Ionia Free Fair with proof of compliance with all such licenses or permit requirements

**COMPLIANCE WITH RULES, REGULATION, POLICIES and PROCEDURES** - Soliciting, strolling, speechmaking aimed toward guests or vendors outside the confines of space is strictly prohibited. Ionia Free Fair reserves the right to approve use of space. Registration payments will be refunded if use of exhibit space has been disapproved by the Ionia Free Fair. Registration payments will not be refunded if use of the exhibit space is misrepresented by LESSEE.

**ADA COMPLIANCE** - LESSEE shall be responsible for assuring that all concessions/exhibits/activities operated on the Ionia Fair Grounds comply with the Americans with Disabilities Act of 1990

**LAWS OF MICHIGAN CONTROL** - This agreement shall be governed by Michigan Law

**TERMINATION** - The Ionia Free Fair may terminate this agreement without penalty at any time, in which event concessionaire/exhibitor may be entitled to a prorated portion of the contract amount based on the services actually performed by the LESSEE prior to the notice of termination. LESSEE may terminate this agreement upon 60 days written notice to the Ionia Free Fair.

**STATUS and TAXES** - LESSEE is an independent contractor and shall maintain sufficient supervision control over the services which it is to provide under this agreement, and shall remit same to the proper collecting authorities in accord with the applicable law or regulation. No gambling shall be permitted.

**ENTIRE AGREEMENT and SEVERABILITY** - This agreement, including any exhibits hereto, constitutes the entire agreement between the parties. Any modifications must be in writing and must be signed by all parties. If any provision of this agreement should be found illegal, invalid or void said provision shall be considered severable.