

2026 Niagara County Fair

Exhibitor/Vendor Terms & Conditions

Wednesday August 5th – Sunday August 9th, 2026



1. The Vendor agrees to pay the amount outlined in Pricing Table below.

Location / Vendor Type	Rate
Indoor Merchants Building Size 12'x10'	\$325 / Booth
Outdoor Non-Food Vendor	\$ 17.50 / foot in frontage
Outdoor Food Vendor	\$ 27.50 / foot in frontage

2. Payments, Deposits, Applications, and Space Assignment:

The Fair utilizes a frontage-based pricing structure for vendor space. Space fees are calculated according to the linear frontage of the vendor's setup as measured along the public access aisle or roadway. All Vendor spaces are limited to a maximum of 10 feet deep. This method is intended to support accurate space allocation, operational efficiency, and equitable use of the fairgrounds.

Submission of an application and payment of the application deposit does not constitute acceptance into the Fair. Vendors will be notified by Fair Management regarding acceptance status.

a. A \$100 refundable application deposit is required with each vendor application. If the vendor is accepted, the deposit will be applied toward the vendor's total balance. Vendors who are not selected will receive a full refund of the deposit. If an accepted and approved vendor elects to withdraw at any time or otherwise declines to participate in the event, the required deposit shall be forfeited and is non-refundable.

b. All required documents and payment in full must be made by June 30th, 2026, in order to exhibit at the Niagara County Fair and to avoid a \$250 late fee.

c. Each vendor must submit a separate application for each individual booth, stand, vehicle, trailer, or operational unit. Multiple operations may not be combined under a single application.

Vendor placement shall be assigned by Fair Management based upon the vendor's submitted application, declared space requirements, utility needs, safety considerations, and the Fairgrounds' ability to adequately accommodate the operation.

Prior or historical locations are not guaranteed. While Fair Management will make reasonable efforts to consider past placements when feasible, all final placement determinations are made at the sole discretion of Fair Management. Placement decisions will prioritize safety, traffic flow, operational logistics, and available infrastructure capacity.

3. An acceptable Certificate of Insurance must be received by July 15th, 2026. No exceptions.

4. Exhibitors are required to exhibit for the entire duration of the fair. Those that depart the fair before 6:00pm on Sunday, August 9, 2026, will be subject to a \$250 fine. If you have an outstanding fine with the Niagara County Fair, you will not be permitted to exhibit at any future events on the Niagara County Fairgrounds until the fine has been settled.

a. It is the Vendor's responsibility to distribute their issued Vendor lanyards. Vendors are granted a maximum number of passes relative to employees listed on the Vendor Agreement.

b. Only one (1) Dash Pass will be issued to each contracted vendor for use within the designated vendor parking area. This pass is intended exclusively for the individual responsible for transporting, delivering, and replenishing all items, materials, and other essential components required for the setup and ongoing operation of your booth. All others will have to park in General Admissions.

c. Additional General Admissions passes can be purchased for half price to all contracted vendors at a 50% discount, at the Fair Administration Building. The maximum for these discounted tickets is ten (10) daily and five (5) weekly passes.

d. Lost or misplaced passes will not be reissued or refunded.

5. Set-up is Tuesday, August 4th, 2026, from 9:00 a.m. to 10:00 p.m. A fair representative will be on the grounds until 5pm that day. The Fair Office will be open until 10:00 p.m. All additional fair setup instructions and requirements will be communicated to the email address provided on the vendor application. Vendors are responsible for monitoring this email. Electrical setup scheduling will be arranged at the time the vendor packet is picked up.

a. All Vendors are required to be set up and ready to operate by 9:00am on Wednesday, August 5th, 2026.

b. Any Vendor who is not set up by the date above will forfeit their space and no refund will be given. The space will be filled by another vendor at the discretion of CCENC.

6. Tear down is Sunday, August 9th, 2026, from 6:00pm – 9:00pm and Monday, August 10th, 2026, from 8:00 a.m. – 10:00 a.m.

a. Any vendor who has not torn down by this time, or leaves vehicle, trailer, supplies, an excessive amount of waste or trash will be subject to a daily fine of \$100.

7. Deliveries must be made by 10:00 a.m. each day. The office staff will not accept COD's. Delivery address is as follows:

Cornell Cooperative Extension - Niagara County
Administration Building
4487 Lake Avenue
Lockport, NY 14094

8. Force Majeure: Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure. Force majeure is defined as an event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:

a. riot, war, invasion, pandemic, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority.

b. Ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component.

c. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

d. earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity; and strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract.

9. INDEMNIFICATION: To the fullest extent permitted by law, Vendor shall indemnify, defend, and hold us and our respective officers, directors, employees, volunteers and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the Vendor or any of Vendor's subcontractors of this Services Agreement, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Vendor or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party.

10. The Vendor is required to possess and display his/her original Certificate of Authority authorizing the collection and filing of New York State Sales Tax (this provision applies only if Exhibitor is selling taxable items during the Fair).

11. CCENC will only refund payment (minus the non-refundable deposit amount) if the vendor provides cancellation notice before July 1, 2026.

12. The Merchants Building will have Wi-Fi available at no extra charge.

13. Vendor Removal, Termination, and Waiver of Recourse:

a. Cornell Cooperative Extension of Niagara County ("CCE") reserves the sole and absolute right, at any time and in its sole discretion, to require any Vendor to immediately cease operations and vacate the fairgrounds, with or without cause and with or without prior notice.

b. The Vendor expressly acknowledges and agrees that participation in the Fair is a revocable license and not a right, and that the CCE's decision to remove or terminate a Vendor shall be final, binding, and non-appealable. The Vendor agrees that such action may be taken without warning, hearing, or explanation, and that immediate compliance is required.

c. In the event of removal or termination for any reason, the Vendor shall not be entitled to any refund, reimbursement, or compensation of fees paid, including but not limited to booth fees, application fees, utility fees, or any other charges, and the Vendor expressly waives any claim for lost profits, lost business opportunity, or other damages.

d. The Vendor expressly waives any and all claims, demands, causes of action, or legal recourse against the CCE and its officers, directors, employees, volunteers, agents, and representatives arising out of or related to such removal or termination, except where such waiver is prohibited by applicable New York law.

e. The Vendor shall indemnify, defend, and hold harmless the CCE, and its officers, directors, employees, volunteers, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the Vendor's removal or termination, the Vendor's activities at the Fair, or the Vendor's failure to comply with this Agreement.

14. Vendors agree to read and abide by all terms and conditions outlined in the 2026 Niagara County Fair Vendor/Exhibitor Terms and Conditions, as well as any additional policies, procedures, or requirements implemented by the Niagara County Fair before or during the event.

a. Vendors must read and abide by all rules and regulations outlined in the 2026 Niagara County Fair Vendor/Exhibitor Rules and Regulations, which are incorporated herein by reference and will be provided upon acceptance of their application and approval as a vendor.

Electrical Needs & Requirements

Electrical Demand	Hook-Up Fee <i>(This fee covers your electrical use for the entire duration of the Fair)</i>
Zero Power Vendor (No Electrical Use)	No Charge
Low Power Vendor (1-20 amps total)	\$30
Medium Power Vendor (21-50 amps total)	\$60
High Power Vendor (Over 50 amps total)	\$130

Electrical service is limited and provided only as approved based on the information submitted in the application. Vendors must clearly identify all electrical needs in advance. Electrical supply will only be available at the level indicated in the vendor application.

General Electrical Safety Requirements

All vendors requesting electrical service must comply with the following standards:

All extension cords, feeder cables, whips, and electrical connectors must be commercially manufactured and NEMA-rated

Homemade, modified, spliced, repaired, or non-NEMA-rated cords are strictly prohibited

All cords must be:

- Rated for the voltage and amperage being used
- Outdoor rated where applicable
- Free of damage, exposed wiring, or taped repairs
- Adapters, improvised connections, and daisy-chained extension cords are not permitted

The use of personal or vendor-supplied generators is strictly prohibited within vendor areas of the fairgrounds. Generators are permitted only in designated camping areas and must comply with all applicable fairground guidelines.

All electrical connections are subject to inspection and approval by the Fair electrician. Vendors using unapproved cords or connections may be denied power or disconnected immediately without refund until compliant equipment is provided.

Electrical Demand Category

Select the option that best reflects your total electrical demand. This selection determines the type of power that will be provided and whether additional approval is required.

Zero Power Vendor (No Electrical Use)

- This option is for vendors who require absolutely no electrical power
- Includes no lighting, no appliances, no equipment, and no charging of phones, tablets, or POS devices
- Vendors selecting this option will not be provided access to electrical service

Low Power Vendor (1-20 amps total)

- One (1) 120V circuit
- Maximum draw of 20 amps
- No additional circuits permitted
- Typical capacity: LED lighting, small fans, POS systems, phone/tablet chargers, small countertop appliances under 20 amps

Medium Power Vendor (21-50 amps total)

- Two (2) 120V circuits (20-30 amps each) **OR**
- One (1) 240V circuit rated 30-50 amps
- Typical capacity: refrigeration unit, food warmer, espresso machine, small fryer or griddle

High Power Vendor (Over 50 amps total)

Option 1: Single High-Amp Connection (Hardwired Free Whip)

- One dedicated 208V or 240V connection
- 50A, 60A, or 100A+ as required
- Ideal for vendors needing a single high-power feed (ex: full kitchen trailers, large fryers, ovens)

Option 2: Spider Box Distribution

Single high-amp source (50A+) feeds multiple circuits via vendor-supplied spider box

Spider box must be:

- Professionally manufactured
- Outdoor-rated
- Equipped with individual breaker protection

Electrical Inspection & Enforcement

All approved electrical setups will be inspected and tagged by the Fair electrician prior to use. Approved tags must remain visible at all times.

Electrical systems are subject to ongoing inspection throughout the duration of the fair. Any cords, equipment, or connections plugged into a power supply without an official approval tag will be removed

immediately.

Vendors found using unapproved or untagged electrical connections may be subject to fines, disconnection of power, or removal from the fair at the discretion of the Niagara County Fair Director.

Vendor Insurance Requirements

Identified Insurance means that insurance policies identified in the chart below. Identified Insurance requirements may be modified in a Statement of Work.

Vendor shall (and shall cause each of its subcontractors to) comply with the requirements set forth in this Insurance Schedule. All further references to “Vendor” herein are intended to include Vendor and its subcontractors.

Vendor shall, at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best’s Ratings of A or higher in good standing and qualified to do business in each jurisdiction where the work is performed.

Insurance	Minimum Limits
Workers Compensation and NYS Disability	Statutory limits as Required by Law.
Commercial General Liability ¹	\$1,000,000 per occurrence \$1,000,000 personal and advertising injury \$2,000,000 products and completed operations aggregate \$2,000,000 general aggregate
Automobile Liability- Owned (If any), Hired, and Non-Owned	\$1,000,000 combined single limit - Businesses \$300,000 for Individuals
Liquor Legal Liability ²	\$1,000,000 per claim

¹Such limits may be provided through a combination of umbrella and primary policies, in form no less broad than a standard ISO CG 00 01. Such insurance shall include products-completed operations coverage with a limit of no less

than \$1,000,000 per occurrence.

If coverage is written on a claims-made basis, any retroactive date shall be no later than the effective date of this Agreement; and continuous coverage shall be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that services under this Agreement are completed. Coverage shall include defense costs and shall apply to liability arising from Vendor's, acts, errors, and/or omissions.

Other Insurance Provisions

1. The Identified Insurance shall include the following provision on the Commercial General Liability and Umbrella insurance policies to name the following as additional party insureds (*Additional Insureds*), covering all the activities of Vendor with respect to the performance of this Agreement:

"Cornell Cooperative Extension of Niagara County, its officers, directors, employees and agents are hereby named as Additional Insured"

2. The Identified Insurance shall also:

- a. requires us to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy;
- b. be primary to insurance maintained by us or our affiliates (and insurance maintained by us and/or our affiliates shall be non-contributory to such insurance);
- c. endorsed to waive rights of recovery by subrogation in favor of us and our affiliates; and
- d. in the case of policies or provisions relating to products, completed operations and professional liability, survive termination or expiration of this Agreement.

3. Vendor shall furnish to us upon request certificates of insurance evidencing all Identified Insurance (including without limitation, an Acord form) and, at least thirty (30) days prior to the expiration of a policy, certificates evidencing additional or renewal policies.

4. All Identified Insurance shall be written on an occurrence basis except for Vendor's Liquor Legal Liability insurance, which may be written on a claims-made basis. Any deductibles or self-insured retentions shall be the sole responsibility of Vendor, and coverage shall apply for the benefit of us and all additional parties insured as if no deductible or self-insured retention applied.

5. To the fullest extent allowed by law, Vendor hereby waives all rights of recovery in favor of the Additional Insureds and the Indemnitees.

6. Vendor shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Vendor shall bear the risk of loss with respect to any of its expenses or loss of income.

7. The insurance required herein shall be written for not less than minimum amounts or greater if required by law, except that if Vendor procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein.



If you have questions or require additional information, please contact:

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Email: niagara@cornell.edu