



RULES AND REGULATIONS

Please carefully read over the Rules and Regulations for any additions, changes or updates before signing. I agree that I am voluntarily participating in the Big Butler Parts a Rama.

COMPLIANCE & ENFORCEMENT: Big Butler Parts a Rama reserves the absolute right to regulate conduct, restrict any and all activities, and restrict the possession of any and all items, at its sole discretion. Big Butler Parts a Rama reserves the absolute right to remove any and all persons from the Big Butler Fairgrounds for failure to abide by any and all rules and regulations specifically set forth herein, or, instructions issued from time to time by Big Butler Parts a Rama, its employees, and/or designated agents. Furthermore, in the event of a possible violation of the laws of the Commonwealth of Pennsylvania, Big Butler Parts a Rama reserves the right to detain persons suspected of such violations, until such persons can be turned over to the custody of local law enforcement personnel.

Please note that if you were informed that your spaces were not going to be renewed to you or that you were not welcome back to Big Butler Parts a Rama and you still insist on purchasing spaces, these purchases will not be considered valid, and you will not receive a refund. Also, if you should be purchasing spaces for someone who was informed that their spaces were not going to be renewed to them or that they were not welcome back to Big Butler Parts a Rama and you still insist on purchasing spaces for them, these space purchases will not be valid for those parties, and you will not receive a refund.

These rules are subject to change from time to time and you may be given additional instructions on site to help ensure a safe, enjoyable, and profitable event for all!

VENDOR SPACE: Event vendors are responsible for the safe operation of their booths, display or attraction. We ask that you please do not rest any items on any buildings, fences or telephone poles, as this may cause unnecessary damage that would be your responsibility. Vendors are expected to stay within the confines of their purchased vending spot(s). No items are to be placed in another vending spot whether it is occupied or vacant. Any Vendor that is found to be outside of their purchased vending space(s) will be required to move. If there should be any question as to where the boundaries are for the vending spaces, then it is the responsibility of the Vendor to ask.

Big Butler Parts a Rama reserves the right to relocate any vendor or car corral vendor as necessary for the benefit and safety of all persons as deemed necessary by the Big Butler Parts a Rama.

SUBLETTING:

If you should be unable to attend the event and your space(s) has been paid and you wish for another party to use your space(s), then, in that event, Big Butler Parts a Rama will need to be notified prior to the event. We will need the name, address and phone number of the party that will be occupying your space(s).

CLEAN UP OF VENDING SPACE(S):

Vendors are expected to keep their spot/location free and clear of any garbage and debris. Any items not sold by the vendor are to be taken with you when you leave the event. These items are not to be placed in the dumpsters or left behind when you leave. We have provided dumpsters within the event for the disposal of appropriate materials. No debris is to be left on your spaces during the event and, specifically, after the event during clean up. This helps keep our space costs down because we do not have to pay workers additional fees to clean up after people. Big Butler Parts a Rama does not dispose of any tires or any unwanted articles left on vending spaces. Any Vendors found in violation of this request will be charged a \$400.00 clean up fee in addition to your space cost(s).

There will be no emptying of any liquids, fluids, waste waters, etc. on the fairground property. Anyone found doing so will be responsible for any and all fines and costs incurred.

WRISTBANDS AND/OR WEEKEND PASSES:

Wristbands are given in the following fashion: Two bands for each space purchased. With the exception of the OD spaces, which will be adjusted accordingly. If additional bands will be needed, weekend passes may be purchased.

VEHICLE PASSES:

Vehicle passes are limited to one vehicle pass per space, with a maximum of five vehicle passes per vendor. With the exception of the OD spaces, which will be adjusted accordingly. All vehicle passes must be applied to the vehicle on the front windshield in plain view. All vehicles within the fairgrounds must have a vehicle pass and must be contained within the confines of the Vendors space(s) or in designated Vendor parking areas. Any vehicles found to be parked in any access aisles, roadways or other vendors' spaces will be given the opportunity to move with one announcement, after that they will risk the possibility of being towed, at their expense.

VENDORS' ADDITIONAL WORKERS AND/OR STAFF:

All Vendors are responsible for the people that are a part of their spaces. If there is someone that is acting inappropriately or causing any difficulties, then the Vendor of that particular space is responsible. If there would be a situation, the Vendor would be contacted and if the situation was not rectified, the Vendor of that space(s) would be asked to leave the event.

PARTS RUNNERS:

We provide Parts Runners for the benefit of the spectators/purchasers. These are workers that we pay to make the event better for the spectators/purchasers, which in turn makes the event better for the Vendors because they are able to sell more and larger items. **Our Parts Runners are not there for the sole use of any Vendors.**

Vendors found in violation of this request will lose their opportunity for future renewal of their spaces.

SPACE RENEWAL:

If you do not attend the event and occupy your space(s) for one season without notifying Big Butler Parts a Rama prior to the event, whether it is paid for or not, the following season that space(s) will become(s) available for public sale.

VENDOR RESPONSIBILITY: Food, drink, notary and title service and Big Butler Parts a Rama T-shirts and Big Butler Parts a Rama souvenir rights are reserved. Your registration and attendance indicate your agreement that ... "As a vendor I understand that I cannot sell t-shirts, caps, hats and any other related souvenir items, food and drink unless commissioned by the Big Butler Parts a Rama."

No raffle sales or charity solicitations at the Event without the approval of the Big Butler Parts a Rama.

No parts delivery or parts running services by private individuals requesting payment for their services at the event. Parts delivery or parts running services will be supplied by Big Butler Parts a Rama at no charge to the customer. Individuals found doing such will be asked to leave the event.

All vendors selling merchandise must have a vendor spot to sell from. There will be no vending from mobile units roaming the event. Individuals found doing such will be asked to leave the event.

TENTS AND STRUCTURES: Tents or membrane structures shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Bracing and anchoring shall be accomplished in accordance with the tent manufacturer's instructions. Any damage caused by any tent or membrane structure will be the responsibility of the vendor. All tents and membrane structures are required to be removed from the fairground's property no later than Monday morning.

ELECTRICITY: The Big Butler Parts a Rama has a limited number of spaces with electrical outlets which are used on a first come first serve basis at an additional fee. Vendors using electricity are prohibited from running extension cords across any aisle or walkway. The use of any type of "alternative" power must be pre-approved by management. Big Butler Parts a Rama reserves the right to disconnect any unauthorized or unpaid for electric hook-ups. Tampering with electrical panels is strictly prohibited and could be grounds for removal from the event.

GOOD TASTE AND PROHIBITED ITEMS: The organizer reminds participants that the Big Butler Parts a Rama is organized as a family event and encourages the actions of swap meet participants to adhere to a family show standard. The organizer reserves the right to have any items it deems to be in poor taste or otherwise inappropriate to be modified and/or removed.

SALE OF FOOD, WATER OR BEVERAGES: No vendor shall sell beverages, water or food so as not to compete with the concessions vendors. Sale of alcoholic beverages is expressly prohibited.

TRANSPORTATION ON-GROUNDS: Vendors can use bicycles or two-wheeled scooters on the grounds only on set-up days and between the hours of 9 p.m. and 7 a.m. on show days. Use between the hours of 7 a.m. and 9 p.m. by anyone on show days is strictly prohibited. Any and all golf carts requested to be used at the fairgrounds must be registered at the Vendor trailer with the appropriate documentation and receive the current handicapped event decal. Rules and restrictions for golf cart use are available when the vehicle is registered and the party registering the vehicle is responsible for following those rules and restrictions or they will not be permitted the use of their golf cart. Vehicular traffic is strictly prohibited on show days between 7 a.m. and 9 p.m. for the safety of our patrons. Any vehicular traffic is to be confined to the roadways only. Any off-roading or joy riding is strictly prohibited. If you must enter or leave the grounds between those times, drive directly to your space or directly to the gate. Vehicular traffic is discouraged between 1 a.m. and 5 a.m.; and, from dusk to dawn all vehicles must have operating lights. Failure to comply with these guidelines may result in expulsion from the premises or the forfeiture of vendor space.

EXIT AND ENTRY DURING OFF-SHOW HOURS: You will be able to enter and exit the fairgrounds at the main gate during off-show hours. When exiting and reentering by foot you must have your wristband on and when exiting and reentering by vehicle you must have your window sticker affixed to the left front windshield of your vehicle. Vehicles without a window sticker will be requested to leave the fairgrounds. There will be security present at the front gate to monitor the exiting and reentering process.

OPEN BURNING: Any form of open burning is prohibited.

NOISE RESTRICTIONS: Radios, stereos, TVs, loudspeakers, etc., shall not be operated in such a manner as to disturb others

SALES TAX LICENSE: All vendors selling new or used merchandise within the State of Pennsylvania are required by law to have a State Sales Tax License. Even if a vendor sells only once or twice a year, it is still necessary to have a license because, according to the law, the sales are in competition with other vendors also selling. There is no fee involved in obtaining a license.

DAMAGE, LOSS BY FIRE, THEFT OR OTHER CAUSE: Big Butler Parts a Rama assumes no responsibility for any damage or loss by fire, theft or any other cause whatsoever. Vendors and spectators use the facilities at their own risk and agree to indemnify and save harmless Big Butler Parts a Rama, its agents and employees from any loss or liability including but not limited to costs of defense, arising from participation at events conducted by Big Butler Parts a Rama and/or held at the Big Butler Fairgrounds. Vendors will indemnify and save harmless Big Butler Parts a Rama for any such loss or liability arising from conduct of any vendor toward another vendor or the public.

INSURANCE: Although we do not require vendors to maintain insurance for their booths you are strongly encouraged to do so. You are not covered by any insurance obtained by the Big Butler Parts a Rama.

SECURITY: Although we provide security at the event, it is for public safety purposes. It is the vendor's responsibility to secure all items in your booths. You understand that the safe keeping of all valuables you bring to the show is your responsibility.

WAIVER OF CLAIMS: In consideration of being granted the privilege of participating in the swap meet organized by the Big Butler Parts a Rama, and as a condition thereto, you hereby expressly waive any and all claims of any kind against the Big Butler Parts a Rama and the Big Butler Fair and Agricultural Association, its vendors and their respective officers, members, employees, contractors and agents for any injury to persons or damages to property or thefts incurred by anyone leasing space(s) or at Big Butler Parts a Rama event.

These Rules and Regulations may be modified by the Big Butler Parts a Rama at any time subject to the sole discretion of Big Butler Parts a Rama.

WAIVER

The undersigned agrees to comply with and be bound by all Big Butler Parts a Rama Rules and Regulations and accepts full responsibility for all property, and persons involved in the vending operation. Vendor agrees to assume all risk of injury, death, or loss to personal property, which may result from my participation in this event. The Vendor shall hold harmless from and indemnify the Big Butler Parts a Rama and each and every other person or entity in any way connected with Big Butler Parts a Rama event and the Butler Fair and Agricultural Association Committee, the Borough of Prospect, and all of their council members, directors, supervisors, managers, officers, employees, volunteers, agents, representatives, and elected officials, against any and all claims, demands, actions, causes of action, suits and damages, including attorney fees, based upon or arising out of any activities performed by the Vendor and its employees, volunteers, subcontractors, agents, successors and assigns under this Agreement, and shall, at the request of the Big Butler Parts a Rama, defend any and all such actions, claims, demands, causes of action and suits brought against the Big Butler Parts a Rama. The Vendor's duty to indemnify and hold harmless the Big Butler Parts a Rama shall extend to and include any and all attorney fees and costs in any proceeding brought by the Big Butler Parts a Rama to enforce the provisions of this Paragraph.

I HAVE READ THE RELEASE OF LIABILITY AND RULES AND REGULATIONS AND CLEARLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I ENTER VOLUNTARILY AND WITHOUT ANY RESERVATIONS, PROMISES OR GUARANTY. THIS WAIVER REPLACES ANY PREVIOUS RELEASE.

Vendor

Print Name

Date: _____