

# **FALLON COUNTY FAIRGROUNDS FOOD VENDOR** **APPLICATION AND AGREEMENT**

**Event and Date:** Fallon County Fair, August 16-20, 2017

**Fee:** \$500

**Company's Representative's Name:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Full Address:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Size of Food Truck/Trailer:** \_\_\_\_\_

**Electrical Needs:** \_\_\_\_\_

**Menu Items:** \_\_\_\_\_

WHEREAS, Food Vendor desires to sell food and/or beverages at the Fallon County Fair ("Fair") and, **if approved** by the Fallon County Fair Board ("FCF"), FCF desires that Food Vendor sell food and or beverages at the Fair, the parties agree as follows:

1. In order to be a Food Vendor and sell food / beverages at the 2017 Fallon County Fair (the Event), you must first apply for consideration, meeting all deadlines identified by the Fallon County Fair Board. Food Vendors will be notified of their status and must meet registration and payment deadlines outlined in email communication.
2. FCF reserves the right to allow or refuse participation by any company or organization at its sole and absolute discretion.
3. Food Vendor agrees to sell items from the menu that is submitted to FCF and agreed upon; Food Vendor may not sell any items not previously approved by FCF.
4. Food Vendor agrees to comply with applicable federal, state and local laws, ordinances and regulations. Food Vendor will at all times comply with health and safety requirements and shall obtain necessary licensing, permits and insurance for the sale of food and beverages at the food booth.
5. Food Vendor agrees to maintain Food Truck/Trailer and surrounding area so that it is in conformity with all applicable sanitary and health laws and regulations and shall also keep the surrounding area neat, clean, and free of accumulated refuse and debris. Food Vendor shall dispose of trash generated by the operation of their booth. A large container will be provided for disposal in reasonable proximity of the Fairgrounds. Food Vendor shall dispose of grease in an appropriate grease container and will not dispose of it in Fairgrounds' toilets, sinks or sewer. Food Vendor shall supply its own lights, extension cords and appropriate adapters.
6. Food Vendor agrees to operate at all times during set event hours.

7. Food Vendor may distribute printed advertising, samples and souvenirs ("Food Vendor Material"), however all Food Vendor Material is subject to the approval of FCF in its sole and absolute discretion. Any music played or artwork displayed is also subject to the approval of FCF. Food Vendor is solely responsible for obtaining, and warrants to the FCF that it has obtained all necessary licenses and permissions to distribute, perform or display any Food Vendor Material.
8. The Food Vendor Contacts shown in this contract are authorized to make all decisions regarding food vending and to execute this Agreement on behalf of the Food Vendor.
9. Food Vendor shall, and does hereby, indemnify, defend and hold harmless the FCF, and the Event sponsors and their employees, representatives and agents of each from claims, liabilities, costs and charges (including attorneys' fees and costs) for injury, loss, or damage to property or persons (including death) arising out of Food Vendor's activities in connection with the Event or any breach of any representation, warranty or covenant in this contract.
10. The FCF, Event sponsors and their employees, representatives and agents of each shall not be liable for any claims, liabilities, costs and charges (including attorneys' fees and costs) arising out of any injury, loss or damage to the person or property of Food Vendor, its employees, representatives or agents, except to the extent arising out of the sole negligence of the FCF or Event sponsors.
11. All Food Vendors conducting business at the Event must provide a certificate of insurance approved by FCF.
12. Workers' Compensation and Liability Insurance. Food Vendor shall provide and maintain in effect workers' compensation and employee liability (if applicable) and comprehensive general liability insurance containing a waiver of subrogation in favor of the FCF in such amounts acceptable to the FCF. Evidence of such insurance shall be provided to the FCF promptly upon its request.
13. Food Vendor shall pay all sales or other taxes, fees and assessments required by any applicable federal, state or local law in connection with Food Vendor's participation in the Event. Food Vendor shall indemnify, defend and hold the FCF harmless for any taxes (including fees and penalties, if any) required to be paid by the FCF in connection with Food Vendor's activities under this contract. Food Vendor shall provide the FCF with all requested documentation to evidence Food Vendor's compliance with tax laws and rules.
14. If for any reason the Event is cancelled or rescheduled, Food Vendor's sole remedy shall be the recovery of the fees paid pursuant to this contract (on a pro-rata basis if only a portion of the Event is canceled).
15. Under no circumstances shall the FCF be liable for consequential, indirect, special or punitive damages or profits of any kind in connection with its activities or omissions under this contract regardless of whether such damages were foreseeable.
16. Failure to adhere to any deadlines set forth in this agreement may result in forfeiture of related benefits.

17. Food Vendor may not assign this contract or trade, sell, share or otherwise transfer the advertising or vending rights granted herein. This Agreement shall become void and of no further force or effect in case of such an assignment.
18. Waiver of any term of this contract or failure of the FCF to terminate this contract on account of any breach by Food Vendor shall not be deemed a waiver of the FCF's rights to subsequently enforce any term or to terminate this contract by reason of any subsequent breach of Food Vendor.
19. This contract, together with any exhibits or attachments and the rules and regulations of FCF, constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements or agreements, both written and oral. Food Vendor agrees that no representations of any kind have been made to Food Vendor by the FCF or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.
20. This contract shall be governed by the laws of the State of Montana. This contract shall be deemed to be entered into and performed in the County of Fallon, where the office of the FCF is located, and such County shall be the forum of any legal action relating to this contract.
21. All appropriate fees must be paid in full by **August 1, 2017**. Rental fees are nonrefundable.
22. Food Vendor booth locations are assigned by the Festival Food committee based on:
  - a. prior participation;
  - b. menu selection;
  - c. completed application; and
  - d. receipt of payment in-full.
23. FCF may relocate Food Vendor at any time prior to the first day of the event. Food Vendors may not relocate themselves. Location assignments by the FCF are final.
24. Food Vendor is at all times an independent contractor. Food Vendor does not have authority to bind FCF to any contract or agreement. Food Vendor may not represent to any person that he or she is an agent or representative of FCF.
25. Neither party shall be liable to the other for any delay or failure to perform due to government action, court order, civil disturbance, inclement weather, acts of God, or other cause beyond the reasonable control of the party whose performance is delayed or prevented.

On behalf of \_\_\_\_\_(Business Name)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

**Please send completed form, a check to cover the fee, a copy of your menu, a copy of your insurance certificate with \$1 million liability coverage listing Fallon County Fair Board as additional insured. Mail to: Fallon County Fairgrounds PO Box 998, Baker MT 59313.**

For office use only

Application received on \_\_\_\_\_  Fee  Menu  Insurance Certificate

Food Vendor  Approved  Denied      Manager/Board Member: \_\_\_\_\_ date: \_\_\_\_\_