

Dear Prospective Food Concessionaire,

Buckles, Boots and Spurs? That's right we are celebrating 50 years of Rodeo this year at the Palouse Empire Fair! Our fair dates this year are

**September 7<sup>th</sup>-10<sup>th</sup>, 2017**

To complete our application process, fill out and submit by email or mail the appropriate documents. A friendly checklist of items to be included can be seen at the bottom of the last page of this document.

If you're successful, we will invoice you for the appropriate amount owed. Confirmation of the contract will be when payment is received and applied to your invoice. We accept check and/or credit card payments.

You can find a fill able PDF application on our website at [www.palouseempirefair.org](http://www.palouseempirefair.org) you are welcome to fill out and attach all needed files via email!

Please submit your application as soon as possible, we have a limited number of spots available, and when filled our application process will come to a close. You may apply as soon as February 7, 2017.

Please feel free to email us with any questions or comments.

Sincerely,

Angie Dennison Wick  
Palouse Empire Fair  
509-397-6263  
[pef@co.whitman.wa.us](mailto:pef@co.whitman.wa.us)

## Food Vendor Application

The Palouse Empire Fair, agrees to permit \_\_\_\_\_, to operate a food booth on the Palouse Empire Fairgrounds, for the purpose of selling the items on the approved **Concession Menu Listing** attached hereto and made part of hereof, by reference for the period of the annual Fair.

The concessionaire will be assigned a designated space. This space cannot be sublet or transferred to any other person, firm, organization, or entity. Concessionaire agrees to operate said concession according to the Palouse Empire Fair rules, including but not limited to:

- Maintain a courteous and clean service to the public of the fair. All workers must conduct themselves accordingly.
- Adequately staff booth to meet varying demands for service.
- No alcoholic beverages may be consumed by workers in booths or served to public.
- Adhere to all state and local laws, rules, and regulations and acquire a permit from Whitman County Health Department. Contact #509-397-6280.
- Concessionaire shall adhere to, and be responsible for payment of all local, state, and federal taxes associated with said operations

### COMMERCIAL CONCESSION TERMS

- **\$125 NON-refundable space fee is due to secure Space when invoiced upon approval off Concessionaire**
    - **Concession Fee: 18% of gross sales after sales tax is paid.**
    - **Payment is due at close of fair, before said Vendor leaves the premises.**
  - **Cash register tapes and written daily sales accounting MUST accompany payment.**
1. **All concessions** are required to be open and adequately staffed during the fairs hours, however, may remain open later than 10pm to serve the public demand.
  2. **In the event** a Concessionaire is unable to serve the public of any reason, the Fair Management shall be notified immediately. Depending on the circumstances, Fair Management may make remedy to the situation in the best interest of the Palouse Empire Fair, up to and including closing of the original booth and placement of another in the assigned location to serve the public for the remainder of the fair. Originally assigned Concessionaire is responsible for stated percentage payment to the Fair for all sales up to the date and time of closure or replacement.
  3. **The Fair** agrees to provide adequate trashcans to hold refuse from the booths. To encourage the public to use them and pick up the refuse mechanically as often as is feasible. The concessionaire agrees to be totally responsible for all trash within twenty (20) feet of their booth. All cardboard boxes will be disposed of in a large dumpsite provided on the grounds.
  4. **The Palouse Empire Fair** will not be responsible for the disposal of used/contaminated cooking oil or products of this nature. It is the Concessionaires responsibility to make arrangements for disposal and to remove the used/contaminated products from the fairgrounds at the close of fair.
  5. **Insurance:** Concessionaire shall provide proof of insurance with the following minimum limit:
    - \$5 million Products-Completed Operations Aggregate**
    - \$2 million General Aggregate**
    - \$1 million Personal and Advertising Injury**
    - \$1 million each occurrence**
    - \$300,000 Property Damage**

Food Vendor Application

6. **The Concessionaire** agrees to hold the Palouse Empire Fair free and harmless of all liability of any kind and nature whatsoever that may arise out of the contract or activity in the area to persons or property.
7. **Concessionaires may** advertise the approved menu within their respected areas. No sound amplifiers may be used.
8. **Concessionaires receives** five (5) gate passes after signing in at the Fair Office, additional passes may be purchased.
9. **The Fair Management and Vendor Committee** reserve the right to make adjustments and operational changes to the Concessionaire’s offerings and methods in the best interests of the Palouse Empire Fair and Fair patrons.
10. **Moving Vehicles Restrictions:** No moving of vehicles allowed within the exhibitor areas of the fairgrounds after 8am or before closing of all events in the area. In the event moving is required it must be arranged through the fair office.
11. **RV sites may be made** available to the commercial concessionaires through the Fair Office. Service trucks necessary to their specific concession that will be on site during the Fair shall be made known to the Fair Office to make arrangements for placement. Workers private vehicles must park in the general public parking.

CONTRACTOR/REPRESENTATIVE: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ WA State Tax ID # \_\_\_\_\_

SPACE REQUESTED: SIZE OF BOOTH(S) \_\_\_\_\_ FT

(Please Include or Email photographs of booth set up)

**Utilities Required**

(Please include any power requirements these units have, i.e. freezers etc.)

Equipment to be Used	Gas or Electric	Voltage	Amps

**CAMPING**

(Fill out if needed)

RV Space: \_\_\_\_\_ Size: \_\_\_\_\_ft Behind Booth: \_\_\_ YES or \_\_\_NO

Camping with limited water and electricity: \_\_\_\_\_\$65 or Dry Camping: \_\_\_\_\_\$35

**INSURANCE**

Liability Insurance Company Name: \_\_\_\_\_

Include with application or have company mail or email to the fair office (address and email on 1<sup>st</sup> page)

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**CONCESSION MENU**

Name of Concession: \_\_\_\_\_ On-Site Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**\*\*\*Attach Menu WITH Prices \*\*\***

Your concession will be limited to the items pre-approved through the application process. The items rejected may be replaced with other food items proposed and approved only.

**In case of Contractor default, all fees paid are non-refundable. Cancellations must be made at least sixty (60) days in advance of Fair dates for a refund to be considered.**

**By signing below, the parties hereby agree to the terms and conditions of the entire content of this contract as well as verify the information listed to be current and accurate.**

Contract Fee:	\$125.00
Camping Fee:	\$_____
Add: 4- Day Commercial Pass: _____ X \$16 =	\$_____
(5 passes provided)	
<b>TOTAL DUE:</b>	<b>\$_____</b>

\_\_\_\_\_  
Contractor Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Palouse Empire Fair\_\_\_\_\_  
Date**Friendly Check List!**

- Completed Application
- Insurance
- Menu with Prices
- Temporary Food Permit (once approved for admittance)