

**Whitman County / Palouse Empire Fair**  
**“Baling Generations Together!”**  
**September 5 – 8, 2019**

Dear Potential Food Concessionaire,

Thank you for your interest, and we look forward to working with you!

- Step One:** Complete and submit the Application Form along with requested items noted within the form. Return the Form to the Palouse Empire Fair, 310 North Main Street, Colfax, WA 99111, or via email to: [PEF@co.whitman.wa.us](mailto:PEF@co.whitman.wa.us). We hope we are able to place you at this year’s fair!
- Step Two:** Beginning April 1<sup>st</sup> the Fair Office will begin the selection and placement of Booth Exhibitors. If we are able to place your business, we will then invoice you for the appropriate amount.
- Step Three:** Submit full payment and Insurance Certificate to the Palouse Empire Fair. We accept cash, check or credit card.
- Step Four:** Once we receive required items (see Step Three) Contract is finalized. Welcome to the 2019 Palouse Empire Fair! We will be in contact with you as the Fair dates get closer with additional information.

Please email ([PEF@co.whitman.wa.us](mailto:PEF@co.whitman.wa.us)) or call (509) 397-6263 with any questions. Again, thank you for your interest in the Palouse Empire Fair!

Janel Goebel,  
Fair Manager, Palouse Empire Fair

**Food Concessionaire Booth Application Form**

Concessionaire: \_\_\_\_\_ Authorized Contact: \_\_\_\_\_

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

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

Emergency Contact/Phone: \_\_\_\_\_

On site Contact: \_\_\_\_\_ On site phone number: \_\_\_\_\_

Other Fairs, Festivals, or Shows you have exhibited at: \_\_\_\_\_

Space Requested and Size of Booth: \_\_\_\_\_

Attach a photograph(s) of booth set up.

Concession Menu: 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. Attach menu with prices. Concession Fee is 18% of gross sales after sales tax is paid.

Utilities required: (Include power requirements, i.e. freezers etc.)

Equipment	Gas or Electric	Voltage	Amp

Booth Space Cost: \$125.00 \$ \_\_\_\_\_

Camping Cost: \$ 35.00 or \$65.00 \$ \_\_\_\_\_

Unit Length: \_\_\_\_\_, Width (with tip outs): \_\_\_\_\_

Commercial Pass (valid for all 4 days) Cost: \$ 17.00 x \_\_\_\_\_ passes = \$ \_\_\_\_\_

**Concessionaire agrees to pay the Palouse Empire Fair for the right to exhibit, the sum of: \$ \_\_\_\_\_**

**An Invoice will be sent once your Application is accepted.**

By signing below, I acknowledge that I wish to become a concessionaire at the 2019 Palouse Empire Fair. Both parties hereby agree to the terms & conditions, covenants and performance requirements stated throughout the attached contract.

\_\_\_\_\_  
Concessionaire Date

\_\_\_\_\_  
Fair Representative Date

## Food Concessionaire Booth Contract

This agreement is made and entered into by and between Whitman County, and an independent business, organization/group or association/agent wishing to display at the 2019 Palouse Empire Fair/fairgrounds, hereinafter referred to for all intents and purposes as the "Concessionaire". In consideration of the terms and conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. Whitman County, agrees to permit the Concessionaire to operate a food booth on the Palouse Empire Fairgrounds, for the purpose of selling the items on the approved Concession Menu attached hereto and made part of hereof, by reference for the period of the annual Fair.
2. 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 booth according to the Palouse Empire Fair rules, including but not limited to:
  - Maintain a courteous and clean service to the public. 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
3. **COMMERCIAL CONCESSION TERMS:** \$125.00 non-refundable space fee is due to secure Space when invoiced upon approval of Concessionaire. Concession Fee: 18% of gross sales after sales tax is paid. Payment is due at close of fair, before Concessionaire leaves the premises. Cash register tapes and written daily sales accounting MUST accompany payment.
4. All concessions will be open and adequately staffed, Thursday through Sunday, beginning as early as 8:00 a.m. with opening no later than 10:00 a.m. and closing at 9:00 p.m. Thursday - Saturday and 4:00 p.m. on Sunday. Concessions may remain open later than 9:00 p.m. Thursday - Saturday if desired as the customer traffic allows. Tear down of booth or display begins at 4:01 p.m. on Sunday.
5. In the event a Concessionaire is unable to serve the public for 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. This could include 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.
6. The Fair agrees to provide adequate trashcans to hold refuse from booths, to encourage the public to use them, and pick up the refuse 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.

7. 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.
8. **Insurance:** Concessionaire shall provide proof of insurance with the following minimum limit: \$5,000,000 Products-Completed Operations Aggregate, \$2,000,000 General Aggregate, \$1,000,000 Personal and Advertising Injury, \$1,000,000 each occurrence, \$500,000 Property Damage
9. The Concessionaire agrees to hold Whitman County 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.
10. Concessionaires may advertise the approved menu within their respected areas. No sound amplifiers may be used.
11. **Alcoholic Beverages/Controlled Substances:** The sale or use of alcoholic beverages and/or controlled substances is strictly prohibited. Confirmation of suspicion or discovery shall result in cancellation of all contract terms and immediate removal of the Contractor and all personal property from the grounds.
12. **Commercial Passes:** Five Commercial Passes are included with the booth rental. Passes are valid for all four days of the Fair. Additional Commercial Passes can be purchased in advance or during the Fair.
13. 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.
14. **Moving Vehicles Restrictions:** No moving of vehicles allowed within the exhibitor areas of the fairgrounds after 8:00 a.m. or before closing of all events in the area. In the event moving is required it must be arranged through the fair office.
15. **Camping:** Limited overnight camping spots are available to rent during the Fair. Spaces with limited water and electrical connections are \$65.00, and dry camping is \$35.00. Sleeping in booth is prohibited.
16. **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.
17. 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.

Updated 3/6/2019