



July 22*, August 3-12, 2017

Post Office Box 1001, Cookeville, Tennessee 38503

Email: info@putnamcountyfair.org or johnncookeville@charter.net

Telephone: 931-252-2755 or 931-528-9316 during the fair

CONTRACT for CONCESSIONS and FOOD TRAILERS

Important Dates and Things to Know

- **If you want to be listed in the fair book respond no later than April 1 with your deposit of \$250.**
- **All space must be paid in full no later than July 1, 2017 – you can pay by check, the **entire contract** must be returned, and you must have an **up-to-date insurance form** before the fair.**
- **You may be invited to have a concession at the county's July 4th celebration – details in this contract -- The county is in-charge of that event.**
- **You may open your concession on July 22* at no added charge.**
- **James Gang Amusements holds exclusive rights to sell cotton candy, candy apples, sno-kones, popcorn, corn dogs, funnel cakes and pizza.**

Concession operators (including the Country Store and food trucks and trailers) agree to abide by the rules and regulations adopted by the Putnam County Fair Board which are incorporated herein by reference, and further agree to abide by any amended rules and regulations as adopted by the fair board and provided to concession operators prior to or during the fair.

- **All concession operators will secure appropriate state licenses and conform to all state, county, and city license and tax laws.**
- **Concession operators shall maintain a comprehensive commercial general liability policy and provide a current copy of the Certificate of Insurance naming the Putnam County Fair, the Putnam County Fair Board and Putnam County, Tennessee as**

***Tentative date.**

additional insured with the submission of this contract. (This shall include: Premises-Operations; Contractual Liability; Product Liability and Completed Operation; and Property Damage with limits of \$1,000,000 or greater.)

Concession operators' insurance coverage shall be primary insurance with respect to the Fair, its officials, employees and volunteers and that any insurance maintained by the Fair, its officials, employees and volunteers shall be in excess to the concession operator's insurance and shall not contribute to it.

- *Concession operators entering into this contract agrees to hold the Fair harmless and indemnify the Fair, its officials, employees and volunteers from all liability arising out of the concession operator's actions or the actions of those employed by the concession operator.*
- *Concession operators and workers shall confine their activities to the interior of the booth/space and no signs or other items may be placed in the midway or street rights-of-way.*
- *No part of the permanent concession stand shall be removed, altered or changed in any way without permission from the President of the Putnam County Fair.*
- *The Fair Board reserves the right to void the contract if at any time the concession operators shall be engaged in illegal activities, fail to have proper state, county or city licenses and/or fail to conform with tax laws, or exhibit conduct/materials which, in the opinion of the Fair Board or it's representative, is offensive and/or is contrary to the community standards of decency and/or morality or would be unsuitable for viewing by minors. Inspections of concessions may take place at anytime. If, due to any of the above listed violations or for any other reason the Fair or its representative feels the need to void a contract, the concession operator forfeits any and all deposits.*
- *The Fair reserves the right to approve all additional electrical wiring and hookups.*
- *The Fair retains the right to alter and edit any menu as submitted or restrict the sale of any items not listed and approved on the menu as submitted with the concession operator's contract. No concession operator can offer for sale any additional items which were not listed and approved by the Fair President when the contract is submitted.*
- *Each of the large concession stands comes with sink, hot water heater and at least one soft drink cooler. Operators must provide all other equipment needed to operate. Painting of the concession booths, counters, or benches may be permitted if approved by the Fair President and Fairground Manager; no signage of any kind will be permitted on the concession stand roofs; and all equipment and machines are to be located inside each concession stand.*

Concession operators shall own or lease all equipment and supplies that occupy any part of the rented space, except for hot water heater provided in the permanent concession stands by Putnam County and any drink coolers in the space.

- *Music is permitted for each stand. However, the volume must be kept low enough so as not to interfere with adjoining stands.*
- *All beverages sold by concessions at the fair, or any other fair board sponsored event at the fairgrounds must be the products of the Coca-Cola company which holds*

- *the contract with the fair board and fairgrounds, except sweet or un-sweet tea and lemonade, and purchased through the Fair Board and/or the company's agent at the fairgrounds. The vendor will deliver initial setup of drinks on (Date to be announced before the fair) between 9:00 am and 12 Noon. Drinks are to be paid for upon delivery.*
- *The Fair Board maintains a Reefer truck, and staff on the fairgrounds in order to have a stock of cold soft drinks and water as concession operators need them. We ask that concession operators not stock pile cases of soft drinks and water that have to be returned at the end of the fair. No more than four cases may be returned for credit at the end of the fair. Please note this is Coke's rule under the new contract.*
- *Concessions may make and sell their own tea product, sweet and un-sweet and lemonade.*
- *No hot foods may be sold in either of the middle size or two small stands. Ice cream and shaved ice and similar items can only be sold in the one medium and two small stands.*
- *Concession Admission Badges will be provided by the Fair to each concession stand operator. Badges will allow admission through the South, and East Gates of the fairgrounds starting at 4p when admission is collected on weekdays and noon on Saturday and Sunday. It will be up to concession operator to make sure workers have the appropriate badges to get into the fairgrounds. Admission Badges can only be used for workers. If the concession operator prefers a typed list of employees can be given to the South and East Gates Fair Workers that will serve as a reference to admit workers instead of admission badges or tickets.*
- *The Parking area for concessions will be at South Gate on the west end of the Putnam County Music Barn, on the north side of the permanent concessions booths (new space for 2017) and in the East parking lot.*
- *Additional passes may be purchased at a reduced rate of \$30 for the ten days. Please indicate the number of workers you will have on the last page of this contract.*
- *There shall be no assignment or subcontracting of any stand without written consent of the Fair President and no selling of food products in the arena or grandstands.*
- *No alcoholic beverages shall be permitted to be advertised, promoted, sold or possessed in the concession stands at any time.*
- *Concession booths are subject to inspection by the Cookeville Fire Department and the Putnam County Health Department. There is a fee for the Health Department's inspection.*
- *Any dispute over the meaning or interpretation of the rules shall be submitted to the Fair Board for resolution. The Fair Board shall have full, complete and absolute power to make a ruling on any dispute among concession operators. Failure of any concession operator to abide by the Fair Board's decision shall constitute an immediate forfeiture of all rights under this contract, and the stand purchaser shall vacate the stand within 12 hours after being given written notice by the Fair Board.*
- *Unless you want to be in the fair book, a \$250.00 Security Deposit will be due with this contract when renting each concession. This deposit will be refunded after booth or area around the truck or trailer is inspected and approved by the fair board's representative. All contents in the permanent concessions belonging to*

stand purchaser must be removed from the stand and fairgrounds within two days after the fair. The booth should be left broom clean. Security Deposit will be refunded when this is complete. Failure to leave the stand clean will result in you not being invited back to the fair the following year.

- **Concession rental fee must be paid in full no later than July 1, 2017. If not paid in full by this date the space will be relinquished and offered to another vendor. The Fair along with the individual Board Members, Agents and Employees of the Board along with Putnam County, Tennessee, their Agents and Employees assumes no liability and is to be held harmless from any claim of liability or demand of any kind for or on account of any personal injury or damage of any kind sustained by any person or to any property as a result of this Contract.**
- **Sometimes events must be scheduled in advance of the fair dates due to a full schedule of events during the ten-day fair, i.e. Open Walking Horse Show and Team Roping Events, tentatively scheduled for Saturday, July 22, 2017. When this happens any concession operator is welcome to open on those dates without added charge.**
- **Cleanliness and the appearance of a trash free fairgrounds are of utmost importance to the Fair Board, therefore, each concession operator agrees to police outside, around and to nearby buildings, and other concession stands multiple times each day to assure a clean eating environment and contribute to a trash free fairgrounds. It is our goal to have the cleanest fairgrounds in the state of Tennessee.**
- **Each Concession shall be responsible for disposing of the grease used in your stand in the appropriate receptacle provided by the fair. Under no circumstances shall grease be poured down the sink drain in the stand. If this occurs and the county has to plunge, or clean out the drain that cost will be pasted onto the person/business renting the stand.**
- **The Fair Board would like to include a list of our Concession Operators in the fair book. To do that we must have an early commitment from you to be involved. We print 6,500 – 7,000 fair books distributed across Putnam, from Monterey to Silver Point and in adjoining counties.**

If you would like to be included in the fair book and fair schedule it will be necessary that we hear from you accordingly:

No Later than April 1, 2017 -- send your \$250 deposit for your concession or food truck or trailer to:

John Allen, Putnam County Fair, P.O. Box 1001, Cookeville, TN 38503

Be sure to include your address and telephone number if you would like these things listed, along with the way you want your business listed, i.e. business name. Also describe the food you will offer during the fair in one or two sentences, i.e. Serving comfort food – fried green tomatoes, chicken and fish. Or, Giant burgers, Mile High pies, banana pudding, chicken, fish and plate lunches.

After April 15 we cannot guarantee you will be in the fair book. Fair books are distributed in early May each year.

- **Each Concession Operator may determine if your food booth is smoking or non-smoking. The Fair Board will provide no smoking signs for those who want their booth to be non-smoking.**

- **The Putnam County Fair, the City of Cookeville, CityScape and Putnam County Government are cooperating in providing a 4th of July fireworks event in the city and at the fairgrounds. The County will be in charge of all events at the fairgrounds this year except for the operation of the fair office by the Fair Board.**

We will provide the list of our Concession Operators to the County who may invite you to operate a concession for the 4th of July Celebration. That is separate and not a part of this contract.

I/we hereby voluntarily assume all risk of accident, injury, or damage to person or property that might arise from said contract and hereby release discharge and agree to save harmless the said Fair along with the individual Board Members, Agents and Employees of the Board along with Putnam County, Tennessee, their Agents and Employees from any claim, liability, or demand of any kind for or on account of any personal injury or damage of any kind sustained by I/we, whether caused by the negligence of said Fair along with the individual Board Members, Agents and Employees of the Board along with Putnam County, Tennessee, their Agents and employees of any or otherwise.

It is also a part of this agreement that the individual, group or organization making this contract shall be wholly responsible and entirely liable for obtaining and having available the correct type of and complete insurance coverage that may be necessary for the type of event for which this contract was requested. In addition the Maker of this contract shall be completely responsible to make certain that their individual or group coverage is necessary for those participating under the maker of this Contract; the Contract Maker shall be held totally liable for informing the participants of the event for their safety.

When signing and returning this contract, the Concession Operator will also complete the following actions:

- **Each Concession Operator must attach a menu/list of items that will be sold in the concessions booth with prices indicated. Menus MUST have prices indicated. Menu prices will be checked when the fair opens...it will no longer be acceptable to wait until other concessions have posted their prices to establish your prices. Anyone found guilty of this will not be asked to return to the fair and may forfeit the deposit for not following the rules. Any changes in prices after you have submitted them to the fair board must be given in writing and explained to John Allen, and approved in writing.**
- **Include a Certificate of Insurance.**
- **Include a Check or Money Order for Security Deposit and Rental Fee**

I/we certify that having fully read and understanding all the conditions as stated herein, hereby affix and set forth our signature/s in good faith as testimony to acceptance of this Contract as written.

The undersigned by signing this document states that he (she) has read and understands the above rules. The undersigned and any worker and/or agent further agree to be bound hereby.

Dated this _____ day of _____, 20_____.

**CONCESSION OPERATOR Signature : _____
Telephone Number: _____**

I will have _____ concession workers who will need admission badges.

_____ I would like tickets instead of Admission Badges;

I will give you a list of workers for the South and East Gate Workers instead of receiving tickets/badges.

Fair Board Member Signature: _____

Fair Board Member Signature: _____

**Putnam County Agricultural & Industrial Fair, Inc., Post Office Box 1001,
Cookeville, Tennessee 38503**

Fair Board's Concession Representative: John Allen, 931-252-2755

**All Rental Fees must be sent to: Patti Clark, Board Accountant along with signed contract –
SEND THE FULL CONTRACT -- menu with prices indicated, insurance certificate and CHECK
money order by July 1, 2015.**

Make checks or money orders payable to the Putnam County Fair

Security Deposit \$250.00

Large Booth Rental \$2000.00

Medium Booth \$1300.00

Small Booth \$500.00

Food Truck/Trailer \$1,300.00

**Contract Initialed by John Allen _____prior to being signed and approved by at least two
Fair Board members.**

Don't forget Your Attachments:

Menu with prices indicated

Insurance Certificate

Check or Money Order for Security Deposit and Rental Fee

**NOTE: *Sign and return the full contract* so there is no question about
which version of the contract you have seen and signed. Thanks.**

Patti Clark

Cannon, Clark, Holman and Associates

1151 South Willow Avenue, Ste A, Cookeville, TN 38506.

931-261-5665 or 931-476-7669

FAX: 931-476-4314

**If possible, you will receive a signed contract back from the fair board before the
fair opens, otherwise by opening day of the fair.**

**Please be reminded and remind your workers that the Putnam County Fair is a
family event and appropriate attire is expected to be worn by all providing a
service to our guests.**