



July 13, August 1-10, 2019

Post Office Box 1001, Cookeville, Tennessee 38503

Email: info@putnamcountyfair.org or Thom H Steger thom.h.steger@cummins.com

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

CONTRACT for CONCESSIONS and Food Trucks and Trailers

Important Dates and Things to Know

- ***If you want to be listed in the fair book respond via email no later than March 1.***
- ***All space must be paid in full no later than July 1, 2019 – 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 open your concession on July 13 for the Draft Horse & Mule Show, Open to the World Walking Horse Show and Team Roping Event 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.***
- ***To promote your concession during the fair, we will again post two signs for each food vendor/food truck in the main arena area so they can be viewed from the grandstands when there are events in the main arena.***

Before the fair, please provide us with the banners, no larger than 2 ft. X 3 ft. professionally printed, either corrugated plastic signs or banners like we have printed for our sponsors, landscape orientation with grommets in all 4 corners. These signs are durable, inexpensive, and available from virtually any sign company (\$30 each for full color, one sided, with grommets at FAST SIGNS who does all our banners for the fair). No other sign material, sizes, or portrait orientation will be posted. Considering weather and six nights of motor events we cannot guarantee your signs will survive the fair.

Please make sure you get the size indicated, and bring them to the fair office before the fair.

All Concession Operators, Including the Country Store and Food Trailers and Trucks;

- **Agree to abide by the rules adopted by the Putnam County Fair Board which are incorporated herein by reference, and further agree to abide by any amended rules as adopted by the fair board and provided to concession operators prior to or during the fair.**
- **Will secure appropriate state licenses and conform to all state, county, and city license and tax laws.**
- **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 additionally insured.**

Additionally your policy must 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.

- **Agrees to hold the Putnam County 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.**
- **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.**
- **Shall not remove, altered or changed in any way the interior of the concession stand, without permission from the President of the Putnam County Fair and the Fairground Manager.**

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 electrical 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/or 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.

Music is permitted for each stand as long as the volume is 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. Coke 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 2019 prices are being negotiated.

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 three cases may be returned for credit at the end of the fair. Please note this is Coke's rule.

Concessions may make and sell their own tea product, sweet and un-sweet and lemonade.

A preferred parking area for concessions has been arranged for at the North West Gate. Parking at the South Gate is also allowed, but space there is limited. All concessions workers should enter through one of these gates.

Concession Admission Badges or tickets will be provided by the Fair to each concession stand operator. Badges/tickets will allow admission through the South, and North West Gates of the fairgrounds when gates are collecting admission. It will be up to concession operator to make sure workers have the appropriate badges/tickets to get into the fairgrounds. If the concession operator prefers a typed list of employees can be given to the South and North West Gates Fair Workers that will serve as a reference to admit workers instead of admission badges or tickets. Please provide four copies of this list to the fair office before the fair begins.

- 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 which must be paid by the booth operator.

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.

A \$250.00 Security Deposit will be due March 1, 2019 if you want to rent concession space at the 93rd Putnam County Fair. 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, 2019. If not paid in full by this date the space will be relinquished and offered to another vendor and your deposit forfeited. 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.

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 passed onto the person/business renting the stand.

The Fair Board will 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 thus the request for your deposit no later than March 1, 2019. We print 5,500 fair books distributed across Putnam, from Monterey to Silver Point and in adjoining counties.

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. Please call the fair office to have signs put up on your booth.

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 daily 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: Thom Steger, 931-260-8495**

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, 2018.

Make checks or money orders payable to the Putnam County Fair

Security Deposit \$250.00

Large Booth Rental \$2000.00

Medium Booth \$1200.00

Small Booth \$500.00

Food Truck/Trailer \$1,200.00

Contract Initialed by Thom Steger _____ 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.