



DRAFT

DRAFT

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

- **All new vendors are required to pay a \$1000 non-refundable deposit and return a signed copy of this contract upon registering for a booth. The deposit will be credited against the booth fee for the year.**
- **All vendors who want to be listed in the fair book must respond via email and submit your cleaning deposit and a signed copy of this contract no later than March 15th.**
- **All space must be paid in full no later than July 1, 2020 – you can pay by check. You must submit your menu with prices and an up-to-date insurance form along with your booth fees.**
- **You may open your concession on **July 17th** for the Draft Horse & Mule Show, Open to the World Walking Horse Show and Team Roping 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. **Note: If we don't have at least 6 vendors provide signs in 2021, we will stop doing this in future years.**

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, alter or change 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.

No food smokers may be operated on the fairgrounds property.

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. **All drink case prices are \$36. Cokes and Water are to be sold for \$3 each.***

*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 stockpile cases of soft drinks and water that must be returned at the end of the fair. No more than **ten** full (not mixed) 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 sweet and un-sweet tea 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.

At least 1 week prior to the fair, we will issue up to fifteen free 10 day passes or the equivalent in 1 day passes per booth (or any combination). Badges/tickets will allow admission through the South, and Northwest Gates of the fairgrounds when gates are collecting admission (or the East gate for booth 12 and the Country Store). It will be up to concession operator to make sure workers have the appropriate badges/tickets to get into the fairgrounds. Booth workers will be charged admission if they arrive without a pass. It will not be acceptable to leave passes at the gates for workers.

- 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 15, 2021** if you want to rent concession space at the 94th 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 **swept and mopped clean, no trash or any other materials, and coolers must be wiped clean.** Failure to leave the stand clean **within 2 days after the fair** will result in you not being invited back to the fair the following year. **It is up to you to see that your booth is inspected prior to leaving.** Security Deposit will be refunded when this is complete.*

Concession rental fee must be paid in full no later than July 1, 2020. If not paid in full by this date the space will be relinquished and offered to another vendor, your deposit will be forfeited, and you will still be invoiced and are expected to pay the booth rent, as you are under contract. 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 15, 2020. We print 4,500 – 5,000 fair books distributed across Putnam, from Monterey to Silver Point and in some 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.

Booth 12 only: Vendor agrees to not remove, paint over, or otherwise damage the sign memorializing Paul Polk.

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

By March 15th: Include a Check or Money Order for Security Deposit

By July 1st:

- **Pay rental fee in full**
- **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.**
- **Provide a Certificate of Insurance.**

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. I understand that by signing this agreement, I am committed to paying the full amount of rent by July 1, 2020 and that the Putnam County Fair may collect said rent whether or not I choose to utilize the space during the fair.

Dated this _____ day of _____, 20_____.

Concession Operator Signature: _____

Cell phone number: _____

Email: _____

**I would like _____ (enter # required) 10 day passes (up to 15)
I would like _____ (enter # required) daily passes (up to 150)
Total cannot exceed 10 days entry for 15 people**

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

Make checks or money orders payable to the Putnam County Fair

**New Vendor Deposit \$1000 Security Deposit \$250 Large Booth Rental \$2000
Medium Booth \$1,200.00 Small Booth \$500 Food Truck/Trailer \$1,200**

Contract Initialed by Thom Steger _____ prior to being signed and approved by at least two Fair Board members.

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

All Required fees, contract, menu and proof of insurance must be sent to: Patti Clark, Board Accountant:

***Patti Clark
Cannon, Clark, Holman and Associates
1151 South Willow Avenue, Suite 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.