

Outdoor Food Vendor Contract for Mitchell County Fair
Contract Year: 2024
Email Address: mitchellcofair@gmail.com

Fair Dates: July 31-August 4, 2024
Set Up: Monday July 29 from 1-5pm or Tuesday July 30 from 8am-6pm
Booth hours: noon to 9pm with longer hours as needed (4-H judging takes place Tuesday during day, event center hours open noon to 8pm Wed-Fri and 10am-8pm Sat, grandstand events Wed-Sat evenings and beer garden with live band Friday and Saturday evening)
Concessions offered: _____
Size of Tent/Trailer: _____ 10X10, _____ 10X20, _____ 10X30, _____ Other
Federal ID #: _____ IA Sales Tax#: _____
Contact Person (s) _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Cell phone: _____ Fax #: _____
E-mail address: _____
Volts: _____ Amps: _____ Water Hook Up: _____
Products: _____

Vendor fee (DUE JULY 1): \$150 before July 1, after July 1 is \$200. Fees due before set up allowed! If you are a \$1000 sponsor or higher, vendor fees are waived!

This contract is accepted upon conditions that the business as stated above is to be conducted in accordance with the Rules and Regulations of the Society and the State of Iowa, and further that the Purchaser of this contract pledges and offers to the Society any and all structures occupied or erected by him/her or them, all goods, implements, or appurtenances which are used in transacting business to which this privilege pertains, as a Guarantee for the payment of the sum herein stated, and in the case of such forfeiture, said Society shall have the privilege of offering the same at public auction, and apply enough of the proceeds from such sale of the discharge of the amount due. The locations for said privilege to be assigned by the Secretary of the Society. Retention of this contract on the part of the purchaser will be taken as evidence of acceptance. Further the Society assumes no responsibility for the loss or damage of the Concession's property. It is also agreed as a consideration for the Mitchell County Agricultural Society accepting lease of stated space that the Concession will hold the Agricultural Society harmless by reason of any claims given rise to anyone patronizing the Concession's business, and the Concession does hereby release, relieve and discharge the Mitchell County Agricultural Society from any claims. Mitchell County Agricultural Society assumes no responsibility for damaged, missing, stolen, or weather related events.

I, (please print) _____, as Agent for the Concession, accept this contract and agree to lease the assigned space at the Mitchell County Fair for the above stated year and agree to the conditions set by this contract, as stated on the back side of agreement.

Signed: _____, dated this _____ day of _____
(Agent for Concession)

Signed: _____, dated this _____ day of _____
(For Mitchell County Agricultural Society)

**Please complete and return lease along with fee by deadline stated above.
Send to Mitchell County Fair, 1021 Walnut Street, Osage, IA 50461**

Contract Terms and Conditions on reverse side.....

Conditions of Contract for Mitchell County Fair

Read over contract to make sure information is accurate for your concession. Make changes on contract and initial each one if needed. Especially needed are your utility demands. Please take time to return the contract and fee as soon as possible. *If for some reason you cannot exhibit this year, for courtesy sake, please return the contract unsigned with a note of your intention not to exhibit.* **Contracts not returned by the Response Deadline date will be voided and the space will be leased to another vendor.**

ALL VENDORS

1. All desiring to obtain leases for the sale of articles or for exhibitions must pay the price of such permits in advance. Contracts issued by the Fair Office must be returned by the deadline date with payment in full for space fee or booth as specified on the contract, or the contract will be voided and the space will be leased to another exhibitor
2. Set up hours for commercial exhibits and concessions will be Monday from 1-5pm or Tuesday from 8am-6pm of Fair week.
3. Space assigned and not occupied before Noon on Wednesday, the first day of the Fair will be forfeited.
4. Outdoor Commercial exhibit spaces must be occupied by the lessee by 11am on Wednesday of the Fair and remain in place until Saturday night with option to open Sunday if so desired. Varied Industry hours for inside **displays will be Wednesday through Friday noon to 8pm and Saturday 10am-8pm**. Outside concessions and exhibitors may open earlier and remain open later if so desired.
5. Any lessee of space leaving before designated time loses right to return to the fair, unless expressed permission has been secured from the Fair Office. Lessee also forfeits any deposits made to Fair for the space.
6. No parking of vehicles, unless a part of the concession, will be allowed around the exhibit and Event Center (central building complex). Vehicles may enter the area to load/unload goods or exhibits only. **No vehicles are allowed in this area from 10:30 a.m. to 11:30p.m., unless expressed permission is received from the Fair Office. Fair Manager will determine location of additional supply vehicles.**
7. All special electrical and water hookups will be charged to exhibitor and collected for at time of hookup at Fair Office.
8. **All vendors must furnish the Fair with a certificate of liability insurance**, naming the Mitchell County Fair as additional insured. Minimum liability coverage shall be \$1,000,000 per occurrence.
9. **ALL food vendors are required to apply for and pay for a temporary food establishment licenses in advance.** This year, if vendors do not apply and pay for the licenses in advance, each food stand will be closed until they pay double fee and pass an inspection. Please know that it does take time to process the license applications. The application tells the vendors to submit the paperwork at least 2 weeks prior to the event. I have attached the website for license application if applicable Website is: <https://dia.iowa.gov/food-consumer-safety>
10. All campers must park in the campground of the fairgrounds, and pay fees of \$125/week in advance for camping at Fair Office as set by the Fair Board prior to electrical box being unlocked by fair board member. Camping spaces are limited.
11. All food concessionaires shall cause to be posted in a conspicuous manner, at the front or entrance of place of business, a sign showing the price charged for meals, lunches, drinks or other articles of food offered for sale.
12. Exhibitors may advertise and distribute from their assigned concession space only.
13. No part of a commercial exhibit, inside or outside, may be in any way attached to any buildings and other property of the Fair. All exhibits must be free standing.
14. Indoor Event Center exhibitors are prohibited from using nails, tape, pins or other metal fasteners on walls and ceilings. At no time may any inside exhibitor hang or attach any signs, materials, banners, articles and such from light fixtures and/or any part of the ceiling.
15. All concessions and exhibitors selling a product(s) or service from their leased space at the Fair must pay Iowa Sales Tax. The Fair requires a Federal ID number, Iowa Sales Tax number from each concession or exhibitor. If the concession or exhibitor does not have an Iowa Sales Tax number, a temporary form is available at the Fair Office.
16. Concessions and exhibitors are rented space only. All outside exhibitors must provide their own chairs, tables, backdrops, enclosures, equipment and such. Indoor exhibitors may use chairs and tables of the event center on a first come first serve basis. Any other supplies for inside use like backdrops, enclosures and such will not be provided by the fair board.
17. The Society will carefully guard against extortion in any form being practiced on the patrons of the Fair. A violation of the rule will cause forfeiture of contracts, money paid, and the expulsion from the grounds.
18. All Event Center exhibitors are to shut off all electrical items they might have in their booth when the booth is not occupied, and when the building is closed to the public. This means fans, special lighting and other enhancements.