



OLMSTED COUNTY FAIR FOOD VENDOR CONTRACT

This contract is due and payable in full by June 1st
July 23rd - 29th, 2018

THIS LICENSE AGREEMENT is made and entered into this _____ Day of _____, 2018, by and between the OLMSTED COUNTY AGRICULTURAL ASSOCIATION, (Conducting the Olmsted County Fair), at Rochester, Minnesota, hereinafter designated as Ag Association, and the following Vendor:

Name: _____

Address: _____

City/State/Zip: _____

D.B.A./ Phone: _____

E-Mail & Website Addresses: _____

The Ag Association hereby grants to said Vendor, certain rights, privileges and space during the period of the Olmsted County Fair. This does not give the Vendor any rights or assurances as to the use or rental of space at the Olmsted County Fair Grounds during any other period. The Vendor may not assign its right in this contract without the prior written approval of the Vendor Committee.

SUMMARY OF CHARGES

Base Space Fee \$500.00	TOTAL \$ <u>500.00</u>
Frontage \$25.00/Foot – Center Row \$37.50/Foot (size of your stand including hitch, wings, doors, etc) _____ ft. @ \$25 or \$37.50 per ft. (circle one)	TOTAL \$ _____
Additional Space \$3.00 per square foot (all lots are 14 ft in depth) (for Grills, Coolers, Equipment utilized outside licensed area) _____ sq.ft. @ \$3.00/sq.ft.	TOTAL \$ _____
Camping \$150.00 for week	TOTAL \$ _____
Parking Passes \$20.00 for week	TOTAL \$ _____
Stock/Refrigerated/Storage Trucks \$100.00 each (these must be parked in the designated lot north of the Fair Office)	TOTAL \$ _____
Optional Entertainment Donation	TOTAL \$ _____

Submit with check payable to Olmsted County Fair: TOTAL DUE \$ _____

If contract, fees and ST19 form are postmarked on or before April 1st, you may deduct 5% of your space & frontage cost

****If ALL required paperwork/fees are postmarked on or before June 1st, we will provide you with two free weekly parking passes****

All new applicants, or those with new stands, must submit pictures or an illustration of what your exhibit set-up looks like, along with pictures of your product. What is the smallest space needed? _____ ft. X _____ ft.; largest space needed? _____ ft. X _____ ft.
(these measurements must include hitches and awnings, grills and coolers)

New applicants, please list three Fairs or Shows you have recently participated in; give Contact Person, Address, and Phone Number for each.

List the products you are requesting to sell; free samples cannot be accepted.

Special Contractual Conditions: The Vendor shall provide the Ag Association with a Certificate of Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) naming the Ag Association as an additional insured by JUNE 1st. Failure to provide a liability Insurance Certificate will render this contract void and all sums paid will be forfeited to the Ag Association as liquidated damages. Be sure your insurance company has the following address for the Certificate Holder on the form: Olmsted County, Olmsted County Ag Association, 1403 3rd Ave SE, Rochester, MN 55904. Vendor shall be authorized to serve and dispense only the products listed above and approved by the Olmsted County Fair Board Vendor Committee. The Committee must approve any changes or additions.

Terms of Contract: The term of this contract is for 7 days only; covering the period of the Olmsted Co. Fair and subject to the Special Contractual Conditions above. **If contracts are not paid in full by JUNE 1st, you will relinquish your rights to your former space.** The Vendor agrees to indemnify and hold harmless the Ag Association for any and all liability claims and damages which may arise from the use of the assigned space. Violation of any part of the term hereof, or any of the Rules and regulations of the Olmsted Co. Agricultural Association or the Olmsted Co. Fair Board shall, at the election of the Fair Board, cause the whole amount of this agreement to become due and payable forthwith and will result in revocation and forfeiture of all Vendor rights and privileges herein granted. In the event of such breach by any Vendor and such election by the Fair Board, all sums paid under the terms of this Agreement shall be forfeited to the Ag Association as Liquidated Damages. There are no other rights, privileges, conditions, representation or warranties expressed or implied, as to the use or rental of the above described premises which are not contained in this contract. **The Olmsted County Fair is not responsible for any exclusive obligations you might have with your franchise.**

BY SIGNING THIS CONTRACT, THE VENDOR ACKNOWLEDGES THAT THEY HAVE RECEIVED THE OLMSTED CO. FAIR RULES AND REGULATIONS AND HAVE READ AND AGREES TO ABIDE BY THE POLICIES AND PROCEDURES SET FORTH THERIN. THE SIGNER OF THIS CONTRACT ACKNOWLEDGES THAT THIS IS AN APPLICATION FOR SPACE AND DOES NOT GUARANTEE ACCEPTANCE.

OLMSTED COUNTY AGRICULTURAL ASSOCIATION:

VENDOR:

By _____
Date _____

By _____
Date _____