

OFFICE USE ONLY:  
INSURANCE \_\_\_\_\_  
COUPONS \_\_\_\_\_  
MENU \_\_\_\_\_  
EH PPWK \_\_\_\_\_  
NON-PROFIT \_\_\_\_\_



## RAVALLI COUNTY FAIRGROUNDS FAIR FOOD CONCESSION BOOTH/SPACE AGREEMENT

The AGREEMENT, made for Fair **2019** between Ravalli County Fairgrounds (RCF), acting by and through its Ravalli County Fair Commission (RCFC), the Fairgrounds Manager & authorized employees, herein after referred to as PERMITTEE and the Food Vending Groups, herein after referred to as VENDOR. WITNESSETH:

1. The PERMITTEE, hereby grants the VENDOR the sole right to use a designated space for the period of **August 28th-August 31<sup>st</sup>, 2019**.
2. VENDOR shall provide **a copy of Insurance Policy**, to include showing Ravalli County as additional insured, that will be kept in the RCF files as required by the Ravalli County insurance carrier.
3. The VENDOR shall use said space for the sole purpose of selling food and drinks.
4. The VENDOR shall pay RCF for the use of said space; the sum of **12%** of the gross receipts. COMMERCIAL VENDORS shall pay a local non-profit of choice; the sum of **8%** of the gross receipts. The balance shall be paid in full no later than **October 1<sup>st</sup>, 2019**. A late fee will be assessed at \$10.00 per business day for each day after the deadline.
5. **The VENDOR shall report gross receipts, daily, via email to: [bperkins@rc.mt.gov](mailto:bperkins@rc.mt.gov) through electronic payment system software, such as the "Square" program.**
6. **The VENDOR will submit a menu of food items that will be offered. ONCE MENU IS SUBMITTED & APPROVED, NO CHANGES/ALTERATIONS MAY BE MADE BY EITHER PARTY. This is to ensure no direct competition between vendors.**
7. Acceptance of electronic payments (credit cards) is up to the discretion of the VENDOR, which includes vendor is responsible for any and all associated fees.
8. VENDOR is responsible for meeting all conditions and standards required by the Ravalli County Environmental Health Department **PRIOR** to selling food and drinks to the public.
9. VENDOR is responsible for cleaning and sanitation of food booth and/or food area. This means all trash is to be removed, any liquids and tanks removed, sinks and coolers cleaned, machinery will be cleaned and unplugged from electrical outlets, outer signs removed and properly stored within two weeks of the conclusion of Fair. All propane tanks are to be removed from premises within one week of the conclusion of Fair. Any propane tanks left will be assessed a fee of \$50.00 per unit and subject to any costs related to removal. All food booths will be inspected by Fairgrounds Manager and/or designated staff within three weeks of the conclusion of Fair. **Any related fees will be assessed at that time.**

**Results of non-compliance may include any related fees associated and the forfeit of food booth/space for any future use.**

THE FOLLOWING TERMS AND CONDITIONS ARE MADE A PART OF THIS AGREEMENT. THE VENDOR AGREES THAT **HE/SHE HAS READ THIS AGREEMENT** AND THE TERMS AND CONDITIONS, AND THE (attached) RULES AND REGULATIONS OF RCF AND UNDERSTANDS THAT THEY SHALL APPLY, UNLESS AMENDED BY WRITTEN MUTUAL CONSENT OF BOTH PARTIES.

PERMITTEE: \_\_\_\_\_ (organization)

REPRESENTATIVE: \_\_\_\_\_ (signature/print)

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMERGENCY PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**Please return signed contract by May 20, 2019.**

**We look forward to another fantastic community gathering filled with fun and great food!**



**RAVALLI COUNTY FAIRGROUNDS  
COMMERCIAL FOOD CONCESSION REQUIREMENTS**

In addition to complying with the terms set forth on the 'Fair Food Concession Agreement', commercial food vendors must make a donation of at 8% of gross sales to a local Ravalli County non-profit organization. Payment should be submitted to the Fair Office at the time the vendor pays the 12% of gross sales to the Ravalli County Fair Office; on or before October 1<sup>st</sup>, 2019. **Vendor will also submit measurements and dimensions of booth/trailer for designated space including where trailer doors open, awnings, hitches and electrical needs. Both parties are to be in agreement of designated space and amenities PRIOR to the start of Fair.**