



Whitman County / Palouse Empire Fair
September 7 – 10, 2023

Permanent Food Stand Concession Contract

This agreement supersedes any and all previous agreements between the listed parties. Whitman County / Palouse Empire Fair, hereinafter referred to as the Fair, agrees to permit _____, hereinafter referred to as Concessionaire, to operate a food booth on the Palouse Empire Fairgrounds at a designated location, for the purpose of selling food and soft drinks, as listed on the **Concession Menu Listing**, attached hereto and made a part hereof, by reference, for the four-day period of the annual Palouse Empire Fair, to be held September 7-10, 2023. Any additional usage of said location must be approved by Fairgrounds management 30 days prior to the specific use. Separate fees may apply to additional usage of the said premises.

1. This agreement allows the Concessionaire to use the designated space to set up, display and serve their respective menu. This space cannot be sublet or transferred to any other person, firm, organization or entity. This space is to be used for food concessions only. Storage of equipment is allowed inside the structure only. Any exceptions must be agreed to in writing by the Fair Manager.
2. Concessionaire agrees to operate said concession according to Whitman County / Palouse Empire Fair rules, including but not limited to:
 - Maintaining an “all family atmosphere” of the Fair with all workers conducting themselves accordingly.
 - All food and drinks handled with care so as to be served clean, pure and free from contaminants.
 - Maintain food booth equipment in good working condition to serve the public.
 - Adequately staff booth to meet demand for service to the public throughout the entire Fair.
 - No alcoholic beverages may be consumed by workers in booths or served to public.
 - The sale and/or distribution of products containing Tetrahydrocannabinol are strictly prohibited.
 - No illegal activities are to be conducted on Fairgrounds.
 - At least one person with a current Food Handling Permit must be in the concession stand at all times.
 - Meet all Whitman County Health Department permits and requirements of same.
 - Concessionaire shall be responsible for payment of all local, state and federal taxes associated with said operation.
3. All concessions will be open and adequately staffed, Thursday through Sunday, beginning as early as 8:00 a.m. with opening no later than 10:00 a.m. and closing at 9:00 p.m. Thursday - Saturday and 4:00 p.m. on Sunday. Concessions may remain open later than 9:00 p.m. Thursday - Saturday if desired as the customer traffic allows. Tear down of booth or display begins at 4:01 p.m. on Sunday.
4. In the event a Concessionaire is unable to serve the public for any reason, the Fair Manager shall be notified immediately. Depending on the circumstances, the booth will be closed for the remainder of the Fair or an agreed upon re-opening time will be scheduled, with said Concessionaire responsible for stated payment schedule.

Contact Person: _____ **Email:** _____ **Phone:** _____

Concessionaire hereby agree to the terms and conditions, covenants and performance requirements stated throughout the attached contract.

Concessionaire

Date

Please return Page 1



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Payment Schedule

Sliding Scale Concession Fee based on yearly attendance

- ❖ 20,000 and under..... \$1,000.00 plus utility fee
- ❖ 20,001 - 22,000.....\$1,100.00 plus utility fee
- ❖ 22,001 - 24,000.....\$1,200.00 plus utility fee
- ❖ 24,001 - 26,000.....\$1,300.00 plus utility fee
- ❖ 26,001 +\$1,400.00 plus utility fee

UTILITY FEE = \$150.00

Payments to be made within 30 days of billing by Fair Office

5. Concessionaire agrees to be responsible for all clean up within twenty (20) feet of their booth. All cardboard boxes will be disposed of in a large dumpsite provided on grounds.
6. The Palouse Empire Fair will not be responsible for the disposal of used/contaminated cooking oil or products of this nature.
7. The Concessionaires is responsibility for the disposal and to remove the used/contaminated cooking oil or products of this nature from the Fairgrounds at the close of Fair.
8. Concessionaires shall provide proof of insurance with the contract:
 - \$5 million Products-Completed Operations Aggregate
 - \$2 million General Aggregate
 - \$1 million Personal and Advertising Injury
 - \$1 million each occurrence
 - \$300,000.00 Property Damage
9. The Concessionaire agrees to hold the Palouse Empire Fair free and harmless of all liability of any kind and nature whatsoever that may arise out of the contract or activity in the area to persons or property.
10. Concessionaires may advertise their food products through signage on and within their respective areas. No sound amplifiers may be used. No hand-written signs please.
11. Concessionaire will receive six (6) four-day admission passes for their staff as part of this contract. Concessions agree to purchase additional passes, as needed for all workers.
12. August 1st Power will be on to Permanent Food Booths. Power will be shut off October 1st.
13. Booth must be cleaned out of all food and perishables by October 1st for winterizing.

Please return by August 1st, page 1. signed with Proof of Insurance, to:
310 North Main Street Colfax, WA 99111 or PEF@CO.WHITMAN.WA.US
Please save page 2. for your records