

Food and Beverage Vendor Agreement

August 29-September 1, 2024

This agreement is being entered into between the Fayette County Fair Association, hereinafter call “Association” and Vendor, hereinafter called “Vendor” for the four-day period covering the 2024 Fayette County Fair, hereinafter called “Fair” to operate a food and/or beverage booth. Describe booth size to be assigned: _____

Within the area of the Food Court (non-profit vendors):

The Association provides the Vendor with permission to make use of the above-described booth area and any equipment contained therein, as well as freezer and cooler space for storage but make no representation as to the suitability, condition, or operation of the space or equipment for the use that the Vendor intends to make of such facilities and equipment.

The Vendor shall be responsible for the type of food and/or beverages that are to be provided and the manner and method that they are to be prepared and dispensed.

The Vendor is required to clean their booth space and equipment prior to the Fair. The booth’s cleanliness should be maintained throughout the Fair. The premises must be left clean, neat and in good repair. Vendors will be charged for any damages.

The Vendor is responsible for having the booth open during the fair hours as outlined in the Food Vendor Guidelines.

The Vendor shall not be permitted to sell alcoholic beverages unless prior approval has been specifically obtained from the Association. All beverages and soft drinks may be obtained by the vendor from any outside source which they may choose. Arm bands are required for alcohol sales. “Blast Pass” debit cards are required for all sales. Items must be marked in one-dollar increments.

All For-Profit Vendors must provide the association with a current health certificate of permit issued by the Texas Department of Health which permits the Vendor to engage in a retail food operation. Vendors will also be required to see that all persons who work in a booth or who prepare or dispense food will always wear plastic gloves and a cap to prevent food contamination. The Association will provide a 3-Sink dishwashing and a hand washing station for the use of the Vendor’s personnel. The Vendor shall be responsible for seeing that all personnel who work in the booth are wash and glove before preparing or serving food. Each booth will set up a hand washing station as required by the state health department.

Neither the Vendor nor any of its agents, servants, employees, or volunteers will at any time bring or permit to be brought upon the fairgrounds or in the booth area an animal or pet of

any kind during the Fair other than for exhibit purposes and then only in designated exhibit areas.

In consideration of the Association permission for the Vendor to operate a booth during the Fair the Association shall receive Fifteen (15%) from "Non-Profit Vendor Organizations" and Twenty (20%) from "For Profit Vendors" of the booth's gross revenues from the sale of food, beverages, and other services to be provided. The Vendor at no time during the Fair may accept cash for any food, beverage, or service. Any vendor who accepts cash in lieu of Fair Blast Pass debit cards will be subject to immediate closure of their booth and will not be allowed to participate in future Fairs.

The Vendor must furnish the Association with proof of current insurance coverage in the minimum of \$1,000,000.00 in the aggregate with the Association identified as and additional insured on such policy. If you elect to use the Association carrier please indicate the numbers of booths you have had at any fair _____, whether you have been denied insurance coverage _____, and whether you have had and claims within the past 3 years _____.

The Vendor understands and agrees that the Association will not be held responsible for any loss, damage, or injury to any of the Vendor's personnel or property which may occur during the Fair and regardless of how such loss, damage, or injury or by whom it was made to occur. The Vendor further agrees that it is indemnify and hold harmless the Association from any and all claims, suits, and/or losses or judgments, including all attorney fees and cost of defense of any such demand, claim, and/or suit filed against the Association and brought by anyone as a result of any loss damage or injury to any person or any property which may be occasioned by any action of inaction of the Vendor, their agents, servants, employees, or volunteers, and whether either solely or in conjunction with the Association and its agents, servants, employees, or volunteer, or with anyone else.

Other helpful contacts:

On/Off Premises Parking Motor/Motor Homes and Security-Dennis Belota-979-249-7380 (cell)

Worker Passes/Parking Passes-County Store-Ann Lowes Mueller-979-249-6444

Business Contacts

Flowers Bakery-Butter Krust-Mike Chilek-979-702-0282 (Cell) PO Box 1125 La Grange 78945

La Grange Optimist Club-Ice Sales-Misty Touchet-979-639-1551

THIS AGREEMENT IS ENTERED INTO THIS _____ DAY OF _____, 2024.

FAYETTE COUNTY FAIR ASSOCIATION
By Rose Urbanovsky

VENDOR
By: _____

Business Name: _____

Vendor Check should be made payable to _____ at the completion of the Fair. The deposit will be included in the final check. Vendors requiring a direct deposit of their final amount will be charged a \$30.00 fee.

List your correct mailing address: _____

Vendor Information Sheet

This must be submitted with your contract.

List items for which you will need electricity:

List the length of your trailer and which direction your trailer needs to face to serve.

Any other information that might be helpful list here:

Reminder to submit required documents as outlined in the general rules.