



# 2025 Josephine County Fair

## FOOD CONCESSIONAIRE AGREEMENT

**FAIR DATES: JULY 30 – AUGUST 3, 2025**

This Agreement is made by and between Josephine County (“County”) and \_\_\_\_\_ (“Concessionaire”), under the following terms and conditions:

Name of Business: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Proposed Menu Items:** Please provide specific information on all proposed food, beverages and pricing to be offered for during the Josephine County Fair. If the menu is extensive, indicate any preferred items. No drinks may be served in glass bottles. \_\_\_\_\_

\_\_\_\_\_

Have you exhibited at the Josephine County Fair before? \_\_\_\_\_

If not, where else have you exhibited? \_\_\_\_\_

Please provide a reference name and number that County may contact \_\_\_\_\_

\_\_\_\_\_

### FOOD CONCESSIONAIRE BOOTHS WILL BE SELECTED BASED ON THE FOLLOWING PARAMETERS:

- RECEIPT OF A SIGNED & DATED FOOD CONCESSIONAIRE AGREEMENT INCLUDING PROPOSED MENU.
  - \$200 DEPOSIT PAID WHICH WILL BE CREDITED TOWARD 20% COMMISSION DUE AT THE CONCLUSION OF FAIR (If gross sales do not total \$200 commission via the 20% then the \$200 deposit shall be counted as the commission due to the Fairgrounds).
- PICTURE OF BOOTH/TRAILER SET-UP REQUIRED FOR FIRST TIME JOSEPHINE COUNTY FAIR VENDORS.
  - RECEIPT OF CERTIFICATE OF INSURANCE NO LATER THAN June 1, 2025.

**NOTE: A RETURNING FOOD CONCESSIONAIRE IN GOOD STANDING WILL BE GIVEN PREFERENCE.**

**SET-UP OF FOOD CONCESSIONAIRE BOOTH/TRAILER WILL BE MONDAY, JULY 28  
& TUESDAY, JULY 29, 2025, BETWEEN THE HOURS OF 9:00 AM – 7:00 PM.**

**Indicate Type of Booth: \*\*\* Please note booth discount/savings is for this year only. \*\*\***

\_\_\_\_\_ Permanent Food Booth = 20% of gross sales **DUE PRIOR TO DEPARTURE FROM FAIR.**

\_\_\_\_\_ Portable Food Booth/Trailer = 20% of gross sales **DUE PRIOR TO DEPARTURE FROM FAIR.**

Dimensions of Portable Food Booth/Trailer: Booth/Trailer Length \_\_\_\_\_ ft. Width \_\_\_\_\_ ft.

**\*\*Portable Food Booth/Trailer placement is at the sole discretion of Fairgrounds' Management and Staff\*\***

Is Water Connection Needed (limited availability): Yes \_\_\_\_\_ No \_\_\_\_\_

Electrical Needs (Mark One): No Electricity Needed \_\_\_\_\_ 110 V. Needed \_\_\_\_\_ 50 AMP Needed \_\_\_\_\_  
(\$85.00 extra charge for 50 AMP)

**Daily Accounting Requirements:**

- Food Concessionaire shall maintain daily accounting records on a double tape cash register with a Z reading of gross receipts or Point of Sale software. No exceptions.
- Each day, the Food Concessionaire must furnish the Fair Office with one copy of the Z reading tape/software report as a statement of the gross receipts for the previous day.
- Information may be turned into the Fair Office or emailed daily to fairgrounds@josephinecounty.gov.

**Food Concessionaire Booth Parking Passes:**

Each booth/trailer will receive two (2) parking passes.

Additional parking passes may be purchased if available. Price is TBD.

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1. **TERM OF AGREEMENT:** This Agreement shall commence upon the last date signed below and shall continue until 7 :00 p.m. on August 3, 2025.

2. **FOOD CONCESSIONAIRE BOOTH OPERATING HOURS:**

2.1 Food Concessionaire booths will be staffed and open to the Public during the following times Wednesday through Sunday:

**TBD on Wednesday through Saturday**

**12:00 PM-7:00 PM on Sunday**

2.2 Food Concessionaire booths must remain open until the Carnival closes each night.

2.3 **There will be no early tear down permitted.** Booth tear down is permitted only after the Fair closes on Sunday evening; however, no vehicles will be allowed on the Fairgrounds until after Security has opened the main gates. Food Concessionaire booths may also tear down beginning at 8:00 AM on Monday morning.

3. **OBLIGATIONS OF COUNTY:**

3.1 County will provide Food Concessionaire booth space, electricity and water as indicated above (subject to availability). Standard booth space is 10 feet X 20 feet.

3.2 County will have Security Personnel on grounds beginning Monday, July 28, 2025, at 9:00 PM through 7:00 AM Monday morning August 3, 2025.

3.3 County is sensitive to the concerns of Food Concessionaires regarding product competition; however, **County does not offer exclusivity.**

3.4 County reserves the right to inspect Food Concessionaire's booth/trailer at any time for compliance on use of booth space as set forth in this Agreement. County reserves all rights to

immediately shut down the booth, terminate the Agreement and withhold all fees upon breach of this Agreement including, but not limited to violation of local, state or federal laws.

- 3.5 County cannot guarantee that aisles, pathways or sidewalks near Food Concessionaire's booth will be kept free from obstructions due to persons crowding, standing or sitting.

**4. OBLIGATIONS OF FOOD CONCESSIONAIRE:**

- 4.1 Set-up booth/trailer on Monday, July 28, 2025 or Tuesday, July 29, 2025 between the hours of 9:00 AM. and 7:00 PM.
- 4.2 All demonstrations, presentations or giving of free products/samples by Food Concessionaires shall be confined to their assigned space and may not extend to any other part of the Fairgrounds.
- 4.3 No solicitous behavior such as stepping out of booth and approaching customers is allowed.
- 4.4 Menu and prices must be posted.
- a. Food Concessionaire shall not serve any beverages in glass containers.
- 4.5 Food Concessionaire understands and agrees that alcohol is not to be sold or consumed in booth/trailer and that marijuana and all controlled substances are prohibited anywhere on County property. Smoking is allowed only in designated areas.
- 4.6 Food Concessionaire shall operate the booth in a safe manner, so as not to endanger the health, safety or welfare of any person and in conformance with general accepted practices at Fair events.
- 4.7 Food Concessionaire shall comply with all Local, State and Federal laws.
- 4.8 Food Concessionaire shall comply with all Public Health rules, regulations and licensing.
- 4.9 Comply with Oregon Fire Code Requirements for Food Concessionaires.
- 4.10 Helium balloons are allowed for booth decoration purposes only.
- 4.11 No dogs allowed in booth/trailer or on Fairgrounds' property except service dogs and/or dogs that are part of an event during the Fair.
- 4.12 Food Concessionaires may not use motorcycles, all-terrain vehicles (ATV), skateboards, bikes, or personal golf carts on Fairgrounds' property. Electric scooters and wheelchairs for the handicapped are permitted.

**5. INSURANCE:**

- 5.1 Food Concessionaire shall maintain Workers' Compensation Insurance as required by Oregon Law and General Liability Insurance with minimum limits of liability, per occurrence, of \$1,000,000 for bodily injury and \$1,000,000 for property damage. Liability coverage shall be provided on an "occurrence" basis if it is available.
- 5.2 "Claims made" coverage will not be acceptable unless Food Concessionaire cannot obtain occurrence coverage. The County reserves the right to determine whether occurrence coverage is available.
- 5.3 **All insurance policies must name Josephine County as an additionally named insured and must be through an insurance company licensed in the State of Oregon.**
- 5.4 **The insurance policy must state that "Josephine County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, Districts and Offices of Josephine County and the individual Members, Employees and Agents thereof in their official capacities. All insurance policies shall be evidenced by Certificates of Insurance, which shall be delivered to County at the Josephine County Fairgrounds and Event Center Office on or before June 1, 2025.**

**6. INDEMNIFICATION:**

- 6.1 Food Concessionaire shall defend, indemnify and hold harmless County, its Officers, Agents and

Employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions in connection with the operation of a Food booth/trailer under this Agreement.

- 6.2 Food Concessionaire shall assume all risk for loss or damage for whatever reason to equipment and/or personal property. Food Concessionaire shall assume all risk for loss or damage for whatever reason for any injury to any persons arising out of the use or operation of the Food Concessionaire's activities under this Agreement.
  - 6.3 Food Concessionaire hereby waives, releases and discharges Josephine County and the Josephine County Fair Board, their Officers, Agents and Employees from any and all claims, losses, suits, damages, liabilities and proceedings of any kind and whatsoever nature which may arise at any time for any damages or injuries to any persons or property arising or resulting from this Agreement.
  - 6.4 County shall defend, indemnify, reimburse and hold harmless Food Concessionaire, Officers, Agents and Employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts or omissions of County in connection with this Agreement.
  - 6.5 Food Concessionaire shall not be deemed an Agent of County under the Oregon Tort Claims Act.
7. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
  8. **TERMINATION:** Either party may terminate this Contract for any reason with 30 days written notice or immediately upon a major breach by the other party. A major breach includes, but is not limited to: acts or omissions that jeopardize the health, safety or security of any person; malfeasance by either party's Officers, Agents or Employees; intentional refusal to comply with the provisions of this Agreement; or a pattern of repeated non-material breaches.
    - 8.1 If the Office of the Governor of the State of Oregon places restrictions on the numbers of the Public allowed to gather at Fairs and Festivals, then County will have the option to terminate this Agreement with written notice and all monies will be refunded.
  9. **FORCE MAJEURE:** Neither County nor Food Concessionaire shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
  10. **NO THIRD-PARTY BENEFICIARY:** County and Food Concessionaire are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives any benefit or right to any third persons unless such third persons are individually identified by name and are expressly described as intended beneficiaries of the terms of this Agreement.
  11. **AMENDMENT OF AGREEMENT:** This Agreement may be amended or modified only when reduced to writing and signed by both parties.
  12. **ENTIRE CONTRACT:** This Agreement including Addendum A constitutes the entire agreement between the parties. There are no promises, agreements, conditions or understandings, either oral or written, between the parties other than those set forth in this Agreement. This Agreement supersedes and cancels any prior written or verbal agreement between the parties for similar services.

By signing below, the Food Concessionaire agrees that the information provided on this **Food Concessionaire Agreement** is accurate and certifies to have read and agrees to abide by all rules and regulations, including Addendum A, which governs Food Concessionaires at the Josephine County Fair.

**FOOD CONCESSIONAIRE:**

**JOSEPHINE COUNTY:**

\_\_\_\_\_  
Name of Food Concessionaire Booth/Trailer

\_\_\_\_\_  
Tamra Martin, Director  
Josephine County Fair

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM A**

1. **Selection:** The Food Concessionaire acknowledges and agrees that approval of Food Concessionaire booths/trailers is at the discretion of County.
2. **Payment and Refund Policy:** Cancellation of Agreement **prior to June 1, 2025**, shall entitle Food Concessionaire to 100% refund of booth deposit paid.
3. **Booth/Trailer Clean-Up/Removal:**
  - 3.1 Food Concessionaire must provide waterproof, covered containers to hold refuse thus preventing leakage and are responsible for emptying this container daily or more frequently as required. If leakage occurs onto ground or into other booth(s), then Food Concessionaire may be subject to a \$55.00 per hour cleaning fee with a minimum of \$25.00 for each occurrence.
  - 3.2 **All fryer oil must be removed before vacating Fairgrounds at the conclusion of Fair.**
  - 3.3 Any person(s) who willfully damage or destroy any property on the Fairgrounds or in any way interfere with the management of the Fair, shall be liable to prosecution and will be held responsible for the costs of repair or replacement.
4. **Camping:** Vendor camping is not available at the Fairgrounds. We recommend that Vendors make a reservation at Schroeder Park, which is very close to the Fairgrounds. You can reserve your space online at [www.josephinecounty.gov/parks](http://www.josephinecounty.gov/parks).

**TO PAY BY CREDIT CARD FOR FAIR BOOTH CALL: 541-476-3215 (Monday through Friday 9:00 AM – 5:00 PM)**

**OR**

**EMAIL AGREEMENT TO: [fairgrounds@josephinecounty.gov](mailto:fairgrounds@josephinecounty.gov) AND PAY BY PHONE**

**OR**

**MAIL THIS FOOD CONCESSIONAIRE AGREEMENT & CHECK TO:**

**Josephine County Fairgrounds & Event Center**

**P.O. Box 672**

**Grants Pass, Oregon 97528**