

Lincoln County Fair

Food and Beverage Concession Agreement

General Information: Concessionaires are responsible for any required licenses and sales/use tax liabilities in conjunction with their operation of services during the Lincoln County Fair. At least one person on concession staff must have completed an acceptable food managers training course or a comparable food handlers training course. Proof of completion or certification may be requested at any time. Furthermore, all food/beverage concession trailers or structures shall be required to comply with all requirements of 2018 IFC section 319 Code. Free access to more information can be found at <https://codes.iccsafe.org/content/IFC2018>.

The Fair has a mandatory commercial general liability insurance coverage requirement in the amount of \$1,000,000 wherein the Lincoln County Fair shall be included as “Additionally Insured”. Proof of insurance is required prior to operation. (For information on policy availability and providers, contact Fair Board member).

Parking: Vendors reserving trailer spaces on North Side will be issued 2 vehicle parking permits. Parking will be in assigned area to the rear of trailer rental space. Vendors assigned a space on the South side adjacent to the Carnival will be provided 1 parking permit. All other vehicles parked without an approved parking permit **WILL BE TOWED AT OWNERS EXPENSE**.

THIS AGREEMENT is entered into this _____ day of _____ 2022 by and between The Lincoln County Fair, herein after referred to as Fair and _____, herein after referred to as “Vendor” for use of Food and Beverage vending facilities located at the Lincoln County Fairgrounds in Afton, Wyoming.

Based on the mutual promises and covenants contained herein the parties agree as follows:

1. Vendor may use facilities at the Lincoln County Fairgrounds for the purposes of providing food and beverages for sale to the public on the following date’s: **August 6th – August 13th 2022**.
2. Fair will provide only the facilities necessary (electricity, water) to facilitate the operation of vendors equipment required for the preparation and sale of food and beverages at the Lincoln County Fairgrounds. The Vendor will provide all equipment and labor necessary for its food and beverage operation.
3. Vendor will utilize safe food handling practices as directed by the Lincoln County Fair Board as set forth by the State of Wyoming Food Safety Rules at all times while in operation at the Lincoln County Fairgrounds.
4. Vendor is required to clean assigned area at the end of the specified operating period. Failure to do so may result in additional fees being assessed and forfeiture of future operating privileges.
5. **Payment of registration fees is required at time of registration.** Failure to provide payment will result in forfeiture of reservation of vending space.
6. Vendor is entitled to all revenues and receipts obtained from the sale of food and beverage at the Lincoln County Fairgrounds.
7. Vendor trailers, equipment and structures are expected to be maintained in a clean and orderly fashion so as to present a professional appearance. Consideration should be given to appropriate signage, displays, and artwork.
8. A menu of intended items to be offered for sale during event is required to be submitted at time of application. An effort to provide a variety of food items for sale will be made and priority given on a “first come, first served” basis. Preference will also be considered for established vendors returning year after year provided they are in good standing.
9. Vendor will indemnify, defend and hold harmless Lincoln County and the Lincoln County Fair Board from and against all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorney’s fees sustained and incurred by or asserted against Lincoln County and the Lincoln County Fair Board arising out of Vendor’s use of the Lincoln County Fairgrounds facilities and sale of food and beverages at the Lincoln County Fairgrounds.

10. Lincoln County does not waive its sovereign immunity by entering into this agreement and specifically retains immunity and all other defenses available to it as a sovereign pursuant to W.S. § 1-39-104(a) and all other state laws.

Signature below indicates acceptance of and compliance to all requirements listed above.

_____ Date _____
Vendor

_____ Date _____
Lincoln County Fair Board

Vendor Contact Information:

Name _____

Mailing Address _____

City _____

State _____ Zip _____

Phone _____

Email _____

Type of Space requested (i.e. Booth, trailer space, tent, etc.) _____

Measurements _____

Electrical requirements _____

Special Request _____

Provide Menu with Application

Mail completed application and payment to:

Brandon Taylor
Lincoln County Fair
P. O. Box 1596
Afton, WY. 83110

(Make checks payable to Lincoln County Fair)

Please direct any concerns or inquiries to Brandon Taylor, Lincoln County Fair Board at the following email address: Brandon.Taylor@lwy.org