

WASHINGTON COUNTY FAIR FOOD VENDOR POLICY BOOK

Pricing

Based on the size of the booth desired and availability.

Size	Price
8' x 20'	\$500.00
12' x 20'	\$750.00
16' x 24'	\$1,500.00
Trailer	TBD

Payment

Please remit payment in a timely manner. Once a contract has been issued, you will receive an invoice from Intuit. You may pay your balance by ACH through Intuit, or by cash, check, or credit card. For credit card payments, please call the Fair Office (979) 836-4112. Vendors who do not pay their invoices promptly will be subject to booth cancellation and exclusive items.

Hours of Operation

Concessionaire must open no later than 11:00 a.m. daily, and remain open until the closing of the Washington County Fair daily. Concessionaire, in Concessionaire's discretion, may open at an earlier hour.

Force Majeure

In the event that the Washington County Fair, on the dates listed, at the Venue is prevented, rendered impossible or infeasible due to an Act of God, any act, restriction or regulation of any public authority or bureau, civil tumult, strike, epidemic, pandemic, interruption or delay of transportation services, war conditions, emergencies, quarantine or any other similar or dissimilar cause beyond the control of either the Washington County Fair Association or the Concessionaire, it is understood and agreed by the parties that there shall be no claim for damages by either party against the other, and each party's obligations hereunder shall be deemed waived and any deposit monies paid will be refunded or credited to the next year's event.

General Rules, Terms and Conditions

1. Concessionaire shall conduct all operations in compliance with all applicable health and safety rules and regulations; maintain a clean, sanitary and orderly booth; and take steps to store, maintain, prepare and serve all products at proper temperatures and in a consistent with professional food service standards.
2. Concessionaire must maintain at least one (1) 2-A: 10-B:C rated portable fire extinguisher in the booth at all times. If deep frying takes place, each booth must have a Type K fire extinguisher.
3. Concessionaire is solely responsible for securing their booth and all of Concessionaire's property on or about the Washington County Fairgrounds at all times. Any locks must be removed at the conclusion of the Washington County

Fair. Concessionaire acknowledges that the Washington County Fair Association is not responsible for the security of any Concessionaire's property.

4. At all times, Concessionaire and Concessionaire's agents and employees shall conduct themselves in a respectful and professional manner.
5. Concessionaire and Concessionaire's agents and employees must present a valid pass, whether a season pass or a day pass, to enter the Washington County Fair.
6. Concessionaire may park near Concessionaire's booth, at areas as designated by the Washington County Fair Association, between the hours of 8:00 a.m. and 4:00 p.m. for delivery and restocking purposes only. Such parking is limited to thirty (30) minutes and may be enforced by gate attendants, on-site security personal, and the Fair Concession Committee.
7. Electrical service will be provided by the Washington County Fair Association; provided, however, the Washington County Fair Association, in its sole and absolute discretion, reserves the right to limit the number of amps provided.
8. If used, LP-gas cylinders must be kept inside the vendor's space and securely attached to a stable structure.
9. Concessionaire may accept payment in any form deemed acceptable to Concessionaire.
10. Concessionaire is responsible for providing any telephonic or digital connection required for credit/debit card transactions.
11. Concessionaire may serve no items other than as listed in Items Served. (as listed on application)
12. A menu with price information must be displayed at your booth, and may not exceed the width of the booth frontage, not obstruct any other booth.
13. No booth may be used for any purpose other than the service of food products and beverages.
14. All equipment, inventory, goods and trash must be removed and the booth space must be left in broom clean condition at the conclusion of the Washington County Fair. All trash must be placed in properly designated receptacles.
15. Enforcement of these rules and all decision shall be made by the Fair Concession Committee and the Washington County Fair Association. Failure to follow these rules can result in the closure of the Concessionaire's booth without refund of any rent.
16. Concessionaire is solely responsible for the proper reporting and payment of any and all taxes.
17. Concessionaire hereby agrees to indemnify, defend and hold harmless the Washington County Fair Association, its officers, employees, and agents, from and against all claims, losses, costs, liabilities, damages and expenses (collectively herein "claims") incurred in connection with any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative, arbitrate, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding (collectively herein "proceeding") arising from any act or omission, or alleged act or omission or Concessionaire with respect to the sale of any item at the Washington County Fair. This indemnification (a) is independent of

Concessionaire's insurance, (b) will survive the termination of this agreement, (c) will apply event if any injury to person or property is caused in whole or in part by the sole, partial, or concurrent negligence, or strict liability of the Washington County Fair Association, but will not apply to the extent an injury is caused by the gross negligence or willful or intentional acts of the Washington County Fair Association.

18. Concessionaire and the Washington County Fair Association hereby release each other from any and all liability or responsibility to the other, or to any other party claiming by, through, or under the other by way of subrogation, for any loss or damage caused by an occurrence which is actually insured and covered under any of the respective liability policies of the Washington County Fair Association or Concessionaire, as the case may be; specifically including, without limitation, a general products liability policy required herein. Provided, however, that this mutual waiver shall be applicable only when such insurance policy(ies) contains a clause or permits an endorsement to the effect that such release shall not adversely affect or impair the policy or the right of the insured party to receive proceeds and defense under the policy. Provided, further, this release shall not be applicable to the portion of any damage or the costs of defense which is not reimbursed by the damaged party's insurer because of the deductible in the damaged party's insurance coverage or otherwise. This release and waiver of subrogation is cumulative with any other releases or exculpations which may be contained herein.
19. Venue shall be exclusive in Washington County, Texas as to any disputes arising between parties hereto.