



**Custer County Fairgrounds
West end of Capitol Avenue
Mackay, ID 83251**

2023 SECONDARY FOOD CONCESSION APPLICATION

Fair Dates: July 29 - August 5, 2023

PLEASE TYPE OR PRINT CLEARLY

NOTE: This application does **NOT** guarantee your acceptance as a food concession vendor. All information must be completed, or application will not be accepted. Applications that are not legible will be rejected. We strive for variety for the Fair goer and expect food concession vendors to present reputable products in a wholesome, business-like manner. This application must be received no later than June 30, 2023 at 5:00 p.m.

BUSINESS, CLUB, INDIVIDUAL, OR ORGANIZATION NAME: _____

AUTHORIZED REPRESENTATIVE: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

DAYTIME PHONE NUMBER: _____ EVENING PHONE NUMBER: _____

CELLULAR NUMBER: _____ E-MAIL: _____

List the most recent fairs, shows, or other similar business ventures that you have provided food concession:

Signature of Applicant _____
Date _____

DESCRIPTION OF SERVICES OFFERED OR LIMITATIONS AT THE CUSTER COUNTY FAIRGROUNDS:

- This application is for a secondary food concession vendor that provides their own concession stand. The location of secondary food concession stands will typically be on the east side of the exhibit building at the Custer County Fairgrounds. Other locations for secondary food concession stands may be designated by the Concessions Coordinator of the Custer County Fair Board.
- The existing "Cook Shack" located at the north end of the exhibit building, will continue to sell from a menu of prepared and commercially prepared foods. It is the intention of the Custer County Fair Board to **not** have the secondary food concession vendor sell similar items that would compete with the primary food concession vendor.
- Electrical service will be provided to the secondary food concession stands during the week of Fair and is limited to one duplex, 20 amp, 110 volt receptacle.
- There are **no** gray or black water disposal systems available for the secondary food concession stands.
- Garbage cans and liners and service to empty the garbage will be furnished by the Custer County Fair Board.
- If there are questions regarding this application, please contact Jake Zollinger at 208-940-1690.

REQUIREMENTS/EXPECTATIONS OF THE SECONDARY FOOD CONCESSION VENDOR:

- Submit with this application, a listing or menu of items that are intended to be sold at the Fair and the price of each item. The price shall include a 6 percent sales tax.
- Procurement of all ingredients and foodstuffs, necessary to prepare the approved listing or menu of items, shall be the responsibility of the vendor.
- Upon selection of a secondary food concession vendor, the final listing or menu of items intended to be sold at the Fair, along with the price of each item, shall be approved by the Concessions Coordinator prior to the start of the Fair. Any changes or additions to the approved final menu or list of items shall require pre-acceptance by the Concessions Coordinator.
- The selected secondary food concession vendor must post, in a conspicuous manner near the concession stand, a sign showing the prices for items sold under this agreement. This size of said sign, manner, and place of posting shall be subject to approval of the Concessions Coordinator.
- The selected secondary food concession vendor is responsible for their immediate area and accountable for its daily cleanliness, sanitary conditions, and state of repair. Trash shall be placed in provided garbage cans.
- Vendor must comply with the Idaho Food Code (IDAPA 16.02.19) and apply/secure necessary food permits through the Eastern Idaho Public Health District applicable to this temporary event. Posting of permits, participation/compliance with inspections, and costs associated with securing food permits are the responsibility of the selected secondary food concession vendor.
- A refundable cleaning deposit of \$50.00 will be a requirement of the selected secondary food concession vendor. The full deposit amount shall be due to the Concessions Coordinator on or before July 20, 2023. Checks are to be made out to the Custer County Fair Board.
 - The selected vendor and the Concessions Coordinator shall jointly conduct a pre-inspection of the location of the concession stand and property of the Custer County Fair Board. On **Sunday, August 6th, 2023**, following the conclusion of the Fair, both the food concession vendor and the Concessions Coordinator shall conduct a post-inspection of the concession stand and associated property.
 - The deposit is refundable if there is no damage to property of the Custer County Fair Board and the concession stand area is restored/cleaned to pre-inspection condition. The vendor will forfeit all of the deposit if the concession area is not restored/cleaned to pre-inspection condition or property is not returned, replaced, or fixed within 30 days of conclusion of the Fair.
- The selected food concession vendor shall also be required to pay a use fee. The fee shall be \$25.00 or 8% of gross sales, whichever is greater. The fee shall be due to the Concessions Coordinator on or before August 19, 2023. Checks are to be made out to the Custer County Fair Board.
- A daily accounting of gross sales will be required, and the food concession vendor shall provide the accounting to the Concessions Coordinator every evening within one hour after close of business.
- The selected food concession vendor shall obtain and keep in force until the completion of the Fair, including pre-Fair set-up and post-Fair clean-up, a commercial general liability insurance contract with liability limits equal to or greater than \$1,000,000 (one million dollars). The selected food concession vendor shall provide a certificate of insurance to the Custer County Fair Board evincing such coverage within ten days of the vendor selection. The selected food concession vendor shall name the Custer County Fair Board as an additional insured.
- The business conducted by the selected food concession vendor shall at all times be subject to the approval of the Custer County Fair Board and within the provisions of the statutes of the State of Idaho. No merchandise is to be sold on the location prior to the first day of the Fair (July 29, 2023). Minimum operating hours for the food concession are from 7:00 am to 7:00 pm. It is at the discretion of the selected food concession vendor to open earlier or remain open beyond the minimum operating hours.
- Attached is a listing of Rules and Requirements applicable for food concession vendor at the Custer County Fair.

Return To:

Custer County Fair Board

P.O. Box 160, 411 Clinic Road

Challis, ID 83226

NO LATER THAN JUNE 30, 2023

RULES AND REQUIREMENTS APPLICABLE FOR THE SECONDARY FOOD CONCESSION VENDOR AT THE CUSTER COUNTY FAIR

1. The privilege hereby granted shall be conducted according to the laws of the State of Idaho and without infringement upon the rights or privileges of others. The selected food concession vendor agrees not to handle or sell any commodity or transact any business upon and within the premises assigned to it except that which is herein expressly stipulated and approved by the Custer County Fair Board.
2. The premises selected for the concession stand shall at all times be open to inspection by any member of the Fair Board or the Concessions Coordinator.
3. No loudspeakers, amplifiers, radio, or other broadcasting device may be used at the concession stand without the consent of the Concessions Coordinator.
4. No part of the space provided for the selected vendor to place a concession stand may be sublet or transferred without the written consent of the Concessions Coordinator.
5. No person who has or is suspected of having a communicable disease or who has any sores or skin eruptions will be permitted to work in or be employed at the concession stand on the Fairground premises.
6. All of the selected food concession vendor's materials and equipment must be removed from the Fairgrounds by 5:00 pm Mountain Daylight Saving Time on Sunday August 6th, 2023.
7. In the event the food concession vendor, its agents, or employees, shall violate any of the conditions of this agreement, all further right to transact business under this contract shall, at the option of the Custer County Fair Board, at once become forfeited without any right on the part of the food concession vendor to recover any part of the deposit money already paid on contract, and food concession vendor and its equipment shall be removed from the Fairgrounds without delay.
8. It is mutually agreed that the Custer County Fair Board will not be held liable for any loss sustained by the food concession vendor in any manner whatsoever. Concessionaire further agrees to carry workman's compensation insurance for all Concessionaire employees to the extent required by statute. Concessionaire further agrees to accept liability for any injuries and further agrees to indemnify the Fair Board for any claims or actions by third parties resulting from personal injury or property damage at or near the premises described herein.
9. RV parking with electricity is available by reservation only in the established RV spots at the fairgrounds. Other dispersed RV spots around the rodeo arena are on a first-come first-serve basis. There may be a fee required for RV parking in the established spots with electricity. RV's or other camping apparatus owned by the selected food concession vendor or employees shall be removed by 5:00 pm Mountain Daylight Saving Time on Sunday August 6th, 2023.
10. The Custer County Fair Board would like to request that if there are problems with anything during the Fair, including other vendors, patrons or the general public, that the Concessions Coordinator is contacted immediately if the issue cannot be resolved. Waiting until the last day of the Fair to address some issues may not have favorable results. We cannot fix a problem if we do not know a problem exists.
11. Hold Harmless/Indemnification: The food concession vendor shall be solely responsible for any and all injuries to persons or damages of property or any other injury, claim, damage or loss of whatever nature, arising directly or indirectly from activities at the food concessions. The food concession vendor shall INDEMNIFY, SAVE AND HOLD HARMLESS THE Custer County Fair Board and its employees, agents and volunteers from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to person/s or damages to property or any other injury, claim damage, loss, cost or expense arising from activities at the food concessions of the food concession vendor's actions or failure to act arising out of the activities set forth above while participating in the 2023 Custer County Fair activities, or at such other time as is permitted by the Fair Board.
12. No vendor will be permitted to sell items in the Grandstand Area or away from the vendor's designated spot without prior consent from the Concession Coordinator.
13. ABSOLUTELY NO ALCOHOLIC BEVERAGES will be sold on the Fairgrounds. Persons violating this rule will be considered to have breached their contract and will not be permitted to remain on the grounds.

14. Failure to comply with payment, insurance requirements, etc. will result in refusal to the grounds and cancellation of contract with no refunds of monies paid. Non-compliance or lack of cooperation by vendors will be considered breach of contract and vendors will be asked to remove themselves and their equipment with no refunds of deposits paid.
15. Vendors should limit their vehicle travel through the Fairgrounds as much as possible.
16. Other than service animals complying with the Americans with Disabilities Act, no vendor will be permitted to have pets (of any kind) present in or near the vendor's designated spot. The Custer County Fair Board reserves the right to inquire about specific tasks a service animal will perform and/or request documentation in instances where the identified tasks are not obvious. In the event that documentation is required, it should be printed on professional letterhead and be less than a year old.
17. The Custer County Fair Board reserves the right to restrict any concession, which because of noise or other reason, may be objectionable and reserves the right to prohibit or remove any display which may distract from the general character of the Fair. This reservation includes persons, things, printed materials or anything of a character that might be detrimental to the Fair as a whole.
18. The Custer County Fair Board agrees to take reasonable precautions to protect concessions during non-operating hours at Fair time, but will not be responsible for any loss or damage to goods consigned to its care. There shall be no liability on the part of the Fair in case of damage, theft, fire, storm, or any other unforeseen accidents.
19. Each Concessionaire is expected to deal honestly and fairly with the public, and the perpetration of any fraud or deception will be considered sufficient cause for revoking privilege without compensation.
20. In the event the Fair is canceled for any reason, the Custer County Fair Board shall not be liable for anything except the return of monies therefore paid by the food concession vendor for the privilege of participating in the Fair.
21. The Fair and its assigned representatives shall have the power to enforce the regulations established herein, and may from time to time, upon proper notice to the food concession vendor, establish additional rules and regulations for the management and control of the Fair.
22. No vendor may sell any of the following items: guns, knives, swords, weapons of any kind, drug paraphernalia, smoke/stink bombs, laser pointers, silly string or snap caps, alcoholic beverages, tobacco products, illegal drugs, and distasteful items. Unauthorized firearms are prohibited from the Fairgrounds.
23. The Fair office does not have extra cash on hand to make change. There is no ATM on site, and all banks are closed Saturday through Sunday, so please come prepared to make your own change.