



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

***2025 PRIMARY FOOD CONCESSION APPLICATION***

**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 the food concession vendor to present reputable products in a wholesome, business-like manner. This application must be received no later than **July 25, 2025 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 FACILITIES AND SERVICES OFFERED AT THE CUSTER COUNTY FAIR GROUNDS:**

- This application is for a primary food concession vendor with exclusive use of the premises described herein. There may also be secondary vendors located on the Fairgrounds in the vicinity of the exhibit building that may provide more specialty food concessions including, but not limited to, ice cream and snow cones.
- The premises described herein for the primary food concession vendor includes the existing "Cook Shack," located at the Fairgrounds (north end of the exhibit building) and will be the only location used by the primary food concession vendor to dispense food. The existing commercial food preparation, refrigeration, beverage dispensing (coffee makers), and ice dispensing equipment located in the "Cook Shack" is the property of the Custer County Fair Board but is available for use by the vendor. An inventory of the available commercial food preparation, refrigeration, beverage dispensing (coffee makers), and ice dispensing equipment, located in the "Cook Shack," is available upon request. An inspection of the "Cook Shack" is also available upon request.

- Electrical and propane gas service to the “Cook Shack,” during the week of Fair, is the responsibility of the Custer County Fair Board.
- The current inventory (as of June 1, 2019 in the “Cook Shack”) of durable food preparation/serving items, such as bowls, knives, pans, spatulas, coffee makers, and other food dispensing apparatuses is the property of the Custer County Fair Board but is available for use by the vendor. The replacement cost of any of these inventoried durable food preparation/serving items missing after Fair week will be deducted from the required deposit.
- The current inventory (as of June 1, 2019 in the “Cook Shack”) of disposable food dispensing flatware, utensils, napkins, and cups for serving food/beverages is the property of the Custer County Fair Board but is available for use by the vendor. Upon exhaustion of the current inventory, the vendor shall be responsible for procurement of any additional disposable food dispensing items that may be needed.
- The current inventory (as of June 1, 2019 in the “Cook Shack”) of other miscellaneous foodstuffs, such as salt, pepper, coffee, coffee creamer, candy, sugar, and other condiments is the property of the Custer County Fair Board but is available for use by the vendor. Upon exhaustion of the current inventory, the vendor shall be responsible for procurement of these miscellaneous foodstuffs that may be needed.
- Garbage cans and liners for the “Cook Shack” are furnished by the Custer County Fair Board. The Custer County Fair Board shall bear the cost of garbage removal for the “Cook Shack.”

#### **REQUIREMENTS/EXPECTATIONS OF THE FOOD CONCESSION VENDOR:**

- Submit with this application, a listing of commercially prepared food items, such as candy and soda pop that are intended to be sold at the Fair and the price of each item. The price shall include a 6 percent sales tax. Please indicate whether or not soda pop will be dispensed in individual cans or by a commercial soda fountain dispenser system. Because of space limitations in the “Cook Shack,” a commercial soda fountain dispenser system may not be practicable.
- Procurement of all ingredients and foodstuffs, necessary to cook the approved menu items of prepared foods, shall be the responsibility of the vendor.
- Procurement of all approved non-prepared food items that are intended to be sold at the Fair shall be the responsibility of the vendor.
- Additional commercial cooking/refrigeration apparatuses not currently available in the “Cook Shack,” such as gas grills, refrigerators, freezers, beverage dispensing, and ice dispensing equipment will not be allowed. This is due to electrical and propane gas service limitations. Small non-commercial appliances, such as crock pots and household type electric skillets are acceptable.
- Upon selection of a food concession vendor, the final menu of prepared foods and listing of commercially prepared food items intended to be sold at the Fair and the price of each item shall be approved by the fair board prior to the start of the Fair. Any changes or additions to the approved final menu or listing of commercially prepared food items shall require pre-acceptance by the fair board.
- The selected food concession vendor must post in a conspicuous manner inside and outside the “Cook Shack,” a sign showing the prices for menu items and commercially prepared food items to be sold under this agreement.
- The selected food concession vendor is responsible for the immediate area of the “Cook Shack” and accountable for its daily cleanliness, sanitary conditions, and state of repair. Boxes shall be broken down and placed outside the north access door of the “Cook Shack.” All other 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 food concession vendor.
- A refundable deposit of \$200.00 will be a requirement of the selected food concession vendor. The full deposit amount shall be due to the Concessions Coordinator on or before July 29, 2023. Checks are to be made out to the Custer County Fair Board.
  - The selected food concession vendor and the Concessions Coordinator shall schedule a Pre-Inspection of the “Cook Shack” PRIOR to use of the facilities. On Sunday, **August 3rd, 2024**, following the conclusion of use of facilities or property, both the food concession vendor and the Concessions Coordinator shall conduct a Post-Inspection of the facilities and property associated with the “Cook Shack.”
  - The deposit is refundable if there is no damage to property of the Custer County Fair Board and the “Cook Shack” is restored or cleaned to pre-inspection condition. The food concession vendor will forfeit all or portions of the deposit if the “Cook Shack” is not restored or cleaned to pre-inspection condition or property is not returned, replaced, or fixed within 30 days of conclusion of the Fair.
- Vendor will pay \$50 vendor fee, and has agreed to feed judges up to and not exceeding \$250. Anything over this will be reimbursed to the vendor by fair board.

- Past practices at the “Cook Shack” have allowed Fair goers to set-up a charge account at the food concession. Establishment of the charge account system is at the discretion of the selected food concession vendor. Should a charge account system be provided, collection of charge amounts shall be the sole responsibility of the selected food concession vendor.
- 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.. The selected food concession vendor shall provide a certificate of insurance to the Custer County Fair Board eviencing such coverage within ten days of the vendor selection.
- 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, 2024). 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 vendors at the Custer County Fair.

## **Return To:**

**Custer County Fair Board  
P.O. Box 160  
Challis, ID 83226**

**NO LATER THAN July 25, 2025**

## **RULES AND REQUIREMENTS APPLICABLE FOR THE 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 described herein as the "Cook Shack" 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 in or near the "Cook Shack" without the consent of the Concessions Coordinator.
4. No part of the space described as the "Cook Shack" 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 "Cook Shack" 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 Savings Time on Sunday August 6<sup>th</sup>, 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-served 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 Savings Time on Sunday August 6<sup>th</sup>, 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, 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 Custer County and 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 area. 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 a 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. The Fair Board 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.