

FOOD SERVICE AGREEMENT- NON PROFIT

2013 Crawford County Fair

This Food Service Agreement is made and entered into by and between below named Vendor and Crawford County Fair Board ("Fair Board") for the 2013 Crawford County Fair ("Fair").

ARTICLE 1 -- Scope, Dates, and Staffing Levels

1.1 Vendor shall have the right to sell food items from a food booth. Fair Board shall provide Vendor with a 10' x 10' booth space or the non-profit vendor's "normal" space located on the site of the 2013 Fair. Vendor may request additional booth space which may be granted by Fair Board at Fair Board's sole discretion.

2.1 The date and hours of operation for the Fair are as follows:

Wednesday, August 7, 2013, from 6:00 p.m. to 9:00 p.m.

Thursday, August 8, 2013, from 11:00 a.m. to 11:00 p.m.

Friday, August 9, 2013, from 8:00 a.m. to 11:00 p.m.

Saturday, August 10, 2013, from 8:00 a.m. to 11:00 p.m.

Sunday, August 11, 2013, from 8:00 a.m. to 5:00 p.m.

The dates and hours of operation of Food Booth must include but are not limited to:

Thursday, August 8, 2013, from 12:00 p.m. to 10:00 p.m.

Friday, August 9, 2013, from 11:00 a.m. to 10:00 p.m.

Saturday, August 10, 2013, from 11:00 a.m. to 10:00 p.m.

Sunday, August 11, 2013,, from 11:00 a.m. to 5:00 p.m.

Failure to be in your booth at these times will result in loss of exhibition privileges for future Fairs.

ARTICLE 2 -- Rental Fee and Insurance

2.1 Vendor shall pay \$250 for the right to operate a Food Booth at the 2013 Crawford County Fair.

2.2 Rental fee shall be payable as follows: \$250 due upon contract signing.

2.3 **Vendor shall furnish Fair Board with a valid certificate of broad form general liability, completed operations and products insurance coverage for personal injuries and property damage with combined single limits coverage of not less than \$ 1,000,000.00 with Fair Board and Crawford County named as additional insured parties on or before July 1, 2013. Fair Board shall not allow Vendor to operate until proof of insurance has been presented to the appropriate Fair Board official.**

ARTICLE 3 -- Financial Risk and Prices Charged

3.1 Vendor acknowledges and agrees that Fair Board's prime objectives in entering into this Agreement are to ensure the availability of quality food items at a reasonable cost to Fair patrons and to encourage that Vendor's participation in the Fair will be profitable for Vendor. Vendor acknowledges and agrees this is a very demanding business opportunity, which involves risk and requires considerable manpower and organizational leadership, and further acknowledges that while Vendor has the potential for substantial earnings, there is also the potential for substantial loss. Vendor further acknowledges and agrees that Vendor is solely responsible for protecting against forms of loss.

3.2 The items sold by the Vendor and the prices charged for those items shall be consistent with the family-oriented spirit of the Fair.

ARTICLE 4 --Access to Facilities

4.1 Vendors shall have access to Vendor's location for set-up on Wednesday, August 7 from 8:00 a.m. to 6:00 p.m. and on Thursday, August 8, 2013 from 8 a.m. to Noon with completion by Noon for health inspection. All booth components and/or vehicles must be removed from the Fair Grounds within 2 hours after the end of the Fair.

4.2 Vendor shall contact the Fair Board for **ANY** electrical power needs.

ARTICLE 5 -- Compliance with Laws

5.1 Vendor, all of it's volunteers, representatives, staff and employees shall at all times during the Fair comply with Fair Board's rules, regulations and guidelines for the Fair and shall at all times comply with any reasonable request of Fair Board or Fair Board's representatives.

5.2 Vendor shall be responsible for compliance with all ordinances of the County of Crawford and any rules and statutes of other governmental entities having jurisdiction. The cost for such compliance shall be the sole responsibility of the Vendor.

- 5.3 Vendor shall obtain all necessary State Health Department permits and licenses to fully comply with all applicable laws and regulations.
- 5.4 Vendor shall be prepared for an on-site health inspection by Noon Thursday, August 8. ALL Vendors must be inspected to sell food at the 2013 Crawford County Fair.

ARTICLE 6 -- Security and Risk of Loss

- 6.1 Vendor is responsible for all items left on Fair premises, including, but not limited to, those items left in Vendor's location during the hours of operation. Vendor shall be solely responsible for its own security at all times. Risk of loss of food items, equipment, cash and any other items belonging to or in the possession of Vendor is on Vendor. The Fair shall not be responsible for the loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism, spoilage, weather or any other cause.
- 6.2 Fair Board shall provide protection through the Crawford County Sheriff's Department. Vendor agrees that Fair Board shall have no security or safety obligations except those stated above and such actions by Fair Board shall in no way relieve Vendor of Vendor's responsibility to protect itself against loss or theft of Vendor's cash or property. Vendor shall fully cooperate with Fair Board in connection with the implementation of any and all safety procedures.
- 6.3 Vendor is responsible for and agrees to reimburse Fair Board for any damages caused by Vendor to Fair Board or Fair Board's representatives' property including, but not limited to, food booths, other Fair Board facilities, and utilities.

ARTICLE 7 -- Staff

- 7.1 Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of the Fair.
- 7.2 Vendor's volunteers, representatives, staff and employees shall be prohibited by the Vendor from consuming alcoholic beverages while on duty at or in Vendor's Booth.
- 7.3 Vendor and its employees are independent contractors and are not the employees, servants or agents of Fair Board or of the County of Crawford, Wisconsin. Vendor has the sole responsibility of providing worker's compensation coverage for its employees.

ARTICLE 8 -- Clean Up

- 8.1 Vendor shall maintain its booth space and its operating area in a neat, clean, sanitary condition and in good order and repair free and clean of all litter and rubbish at all times. Vendor shall be responsible for the clean up of its booth space, both on an ongoing basis during the Fair hours of operation and at the conclusion of the Fair. Vendor's clean-up responsibilities shall also include, but are not limited to, bagging and depositing all trash in the designated dumpster. Should Vendor fail to properly clean-up its booth space at any time, Vendor shall forfeit any rights or claims for any remittance from Fair Board and Vendor will be solely responsible for any additional clean-up costs incurred by such failure. Additionally, Fair Board reserves the right to terminate at any time all of Vendor's rights under this Agreement, including the right to operate Vendor's Booth, if, in Fair Board's sole discretion, Vendor has failed to maintain sanitary conditions in and around Vendor's location.

ARTICLE 9 -- Cancellation and Indemnification

- 9.1 Fair Board shall retain the right to cancel this Agreement at anytime without penalty should the Vendor be in violation of the terms and conditions of this Agreement.
- 9.2 Vendor shall indemnify and hold harmless to the fullest extent provided by law Fair Board and the County of Crawford, Wisconsin against any and all claims, damages, costs including reasonable attorneys' fees and liabilities of any kind which arises from or in connection with Vendor's participation in the Fair, whether caused by or resulting from negligence, willful action and intentional or breach of the terms of this Agreement by Vendor, its volunteers, representatives, staff or employees or any guests or invitees of the foregoing (whatever the cause) and injuries to other individuals, to include Fair patrons, whether caused by or resulting from the action or inaction of the Vendor, its volunteers, representatives, staff or employees.

ARTICLE 10 -- Entire Agreement

- 10.1 This contract evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to the Fair. If any portion of this agreement is determined to be

unenforceable by a court of law then the remaining portions of this agreement shall remain in full force and effect.

ARTICLE 11 -- Effective Date

11.1 This agreement is effective upon Fair Board's acceptance by the signing of Agreement by Fair Board's authorized representatives in the space provided below. This agreement was made and executed in Crawford County, Wisconsin.

**FOOD SERVICE AGREEMENT
2013 CRAWFORD COUNTY FAIR**

Size of Trailer/Booth: _____

All Electrical Needs: _____

Sample of Menu Items: _____

On behalf of Vendor:

Business Name: _____

Contact Name: _____

Address: _____

Phone: _____ E-mail: _____

Signature: _____

Date: _____

On behalf of Fair Board:

Signed: _____

Printed Name: _____

Title: Crawford County Fair Board Chairman

Date: _____

Please return ONLY the last page of signed agreement and advanced pass order form

by July 1, 2013 to:

Crawford County Fair Office, 225 N Beaumont, Suite 240, Prairie du Chien, WI 53821

PARKING PASS ORDER FORM

Discounted Parking Passes are available for a limited time. Absolutely no free parking passes will be given to any Vendor or booth worker.

In the past, Vendor fees have failed to cover utility, maintenance, set-up and other costs. In order to keep Vendor fees reasonable, we are unable to include parking passes with the package.

Six Season Passes per Vendor will be available for \$5.00 until July 1, 2013. Ten daily passes per Vendor will be available for \$3.00 until July 1, 2013. Additional Season Passes may be purchased for \$20.00 per season pass until the start of the Fair.

Beginning Wednesday, August 7, 2013, Season passes will be available for \$20.00 (Wednesday only) and Daily Passes will be available for \$10.00 (Thursday) and \$5.00 (Friday, Saturday, Sunday).

Passes must be ordered and paid for by July 1, 2013. Passes can be picked up at the Crawford County UW-Extension Office from Tuesday, July 30 through Friday, August 2, 2013 or Tuesday, August 6 and Wednesday, August 7, 2013 at the Crawford County Fairgrounds.

Vendor Advance Season Parking Passes (up to 6) _____ X \$5.00 = \$ _____

Vendor Advance Daily Parking Passes (up to 10 total)

Thursday (needed after 4:00 pm) _____ X \$3.00= \$ _____

Friday (needed after 8:00 am) _____ X \$3.00= \$ _____

Saturday (needed after 8:00 am) _____ X \$3.00= \$ _____

Sunday parking is free all day

Advance Season Parking Passes (unlimited) _____ X \$20.00 \$ _____

Total Enclosed \$ _____