

2019 MONTGOMERY County Fair CONCESSIONAIRE Contract

With the *MONTGOMERY COUNTY AGRICULTURAL SOCIETY*

Fair Dates for 2019: July 8th – July 14th

Location 645 Infirmiry Rd. Dayton

MAILING ADDRESS: 580 Calumet, Dayton, Ohio 45417-8014 Phone: 937-224-1619 x 2 Fax 937-224 -1425 E-mail: gwallace@montcofair.com

Signed form and deposit due: May 31, 2019. Applications submitted after this date may not be considered

Note: This is your contract if your reservation is accepted by staff. This contract is not transferable. It is mutually agreed and understood that this contract between the Montgomery County Agricultural Society (MCAS) and the concession owner/operator is complete and accurate as indicated through the signatures provided. The MCAS reserves the right to accept or reject any applicant based on uniqueness and/or quality of products sold, services offered, appearance of the operation, and past or current references. All food and beverage concessionaires must abide by the Ohio State Department Board of Health's rules, regulations, and guidelines. Incomplete applications will jeopardize the opportunity to have a rental space and will only be considered after those with complete applications and timely submissions.

LATE APPLICATION FEE: If application and deposit are received AFTER May 31 you owe a late fee of \$100.00

SET-UP DAYS/TIMES: Friday, July 5 & Saturday July 6, 2019 between the hours of 8AM and 8PM. Sunday July 7 from 10AM – 8PM. Arrangements must be made for set-up times different than those stated

CONCESSION BUSINESS INFORMATION			
Name of Concession		Vendor Lic or SS	
Name of Owner:		Business Phone	
Email:		Cell Phone	
Concession Trailer Name:			
Business Address:			
City		State	Zip
Name of onsite Manager		Cell Phone	

Complete for each Concession, Stock Vehicle, and Camper:

Stand	Tent	Space Needed include hitch and extensions	Frontage	Depth
Food or Various Items: \$900/ \$50 every 1,000 above 3,000 daily gate admissions			Electric \$100.00 30-50 Amps	
Single Item concession \$600/ \$50.00 every 1,000 above 3,000 daily gate admissions			Electric \$100.00 30-50 Amps	
Other needs:				
2 free weekly passes provided per location		Additional passes: \$10.00 each (prior to July 8, 2019) On or after July 7, 2019 - \$10.00 each up to 4 then \$20.00 each		
Stand	Tent	Space Needed include hitch and extensions	Frontage	Depth
Food or Various Items: \$900/ \$50 every 1,000 above 3,000 daily gate admissions			Electric \$100.00 30-50 Amps	
Single Item concession \$600/ \$50.00 every 1,000 above 3,000 daily gate admissions			Electric \$100.00 30-50 Amps	
Other Needs				
3 free weekly passes provided per location		Additional passes: \$10.00 each (prior to July 8, 2019) On or after July 7, 2019 - \$10.00 each up to 4 then \$20.00 each		
Stand	Tent	Space Needed include hitch and extensions	Frontage	Depth
Food or Various Items: \$900/ \$50 every 1,000 above 3,000 daily gate admissions			Electric \$100.00 30-50 Amps	
Single Item concession \$600/ \$50.00 every 1,000 above 3,000 daily gate admissions			Electric \$100.00 30-50 Amps	
Other Needs				
3 free weekly passes provided per location		Additional passes: \$10.00 each (prior to July 8, 2019) On or after July 7, 2019 \$10.00 each up to 4 then \$20.00 each		
Stock Vehicle	\$100 / \$200 electric	Include hitch and extensions	Frontage	Depth
Camper	\$250	Space Needed include hitch and extensions	Frontage	Depth

Reminder: All concessions are required to supply for all needs relating to their operation; including but not limited to: electrical cords, water hoses, drain hoses or pipes, appropriate signage, and all necessary items to assure safety and aesthetics.

A non-refundable deposit and electric charge must be paid by May 31, 2019 to be considered as a valid applicant. (NO EXCEPTIONS!)

The non-refundable deposit will be 1/2 of your rental space with the remaining balance being due by July 14th, 2019

New Concessionaires ONLY: You will be required to provide at least 3 current references with all necessary contact information to assist in determining eligibility. You **must** also provide photographs of your operation and any additional information that would assist in the selection process.

Fair / Show / Event # 1	
Name of Fair / Show / Etc	
Location of Fair / Show / Etc	
Contact Person	
Phone Numbers (2 preferred)	
Email	

Fair / Show / Event # 2	
Name of Fair / Show / Etc	
Location of Fair / Show / Etc	
Contact Person	
Phone Numbers (2 preferred)	
Email	

Fair / Show / Event # 3	
Name of Fair / Show / Etc	
Location of Fair / Show / Etc	
Contact Person	
Phone Numbers (2 preferred)	
Email	

MENU ITEMS: A **COMPLETE** list menu items to be sold at the Montgomery County Fair is **REQUIRED**. Please be mindful of what you list; this will be enforced! Photograph of setup is required with contract submission for new concessionaires. You may attach typed list if preferred.

Concessionaire rules to be followed as set forth in this contractual agreement with the Board of Directors (Directors) of the Montgomery County Agricultural Society (MCAS). The rules include the following:

1. Concessionaire agrees to abide by the rules and regulations adopted by the Directors of MCAS, which are incorporated herein by reference, and further agree to abide by any amended rules and regulations as adopted by the Directors of MCAS from time to time which amendments, if any will be furnished Concessionaire prior to the Montgomery County Fair.
2. Persons working in the booth rented by the Concessionaire shall confine their activities to the interior of the booth or space rented. *(For safety reasons, and as suggested by our insurance carrier, there can be no signs or other items placed in the midway right-of-way) You will be charged a \$25.00 fine (and have those items removed) if you do not keep your items inside your trailer or under the awnings of your trailer always. (Example: Signs must be placed in your trailer or under the awning of your trailer.)*
3. No part of the concession shall be removed during the week of the fair without special permission from the management of the fair.
4. The Directors of MCAS reserves for itself and or its duly appointed Representatives the right to void the Contract if at any time the Concessionaire shall be engaged in illegal activities, fail to have proper State or City licenses and/or fail to conform with tax laws, or exhibit conduct /materials which, in the opinion by the Directors of MCAS or it's duly appointed representatives, is offensive and/or is contrary to the community standards of decency and/or morality or would be unsuitable for viewing by minors. No weapons of any kind to be sold on fairgrounds. No explosive type novelties of any kind. The Directors of MCAS has the right to ban any novelties or concession items for safety reasons. Spot checks of booths will take place. If, due to any of the above listed violations or for any other reason the Directors of MCAS or their representative feels the need to void a contract, the concessionaire forfeits all deposits paid.
5. Concessionaire shall not allow any exhibit other than his own to occupy any part of his space.
6. Concessionaire is not permitted to use a public-address system or loud speakers in his booth.
7. All concessionaires must secure state licenses and conform to all state, county, city license tax laws.
8. The Director of MCAS or their representative reserves the right to reject application for space and the right to regain possession of any space in accordance with statements made in section 4. If an applicant is not accepted or is rejected prior to the fair for any reason, all deposits will be returned. Any concessionaire, who has an approved contract and after fair has begun, has their contract voided for reasons as stated in section 4 will not be eligible for a refund.
9. The Concessionaire shall maintain a comprehensive commercial general liability policy and provide a current copy of the Certificate of Insurance naming the Montgomery County Agricultural Society, its Directors and the Montgomery County Commissioners as additional insured with the submission of this contract. (This shall include: Premises-Operations; Contractual Liability; Product Liability and Completed Operation; Broad from Property Damage with limits of \$1,000,000 or greater.)
10. The Concessionaire's insurance coverage shall be primary insurance as respects the MCAS, its appointed officials, employees and volunteers and that any insurance maintained by the MCAS, its appointed officials, employees or volunteers shall be excess to the vendor's insurance and shall not contribute to it.

11. The Concessionaire entering into this contract agrees to hold the MCAS harmless and indemnify the Montgomery County Agricultural Society, its' appointed officials, employees and volunteers for all liability arising out of the Concessionaire's actions or the actions of those employed by the Concessionaire.
12. The MCAS retains the right to alter and edit any menu as submitted or restrict the sale of any items not listed and approved on the menu as submitted with the vendor's application for a contract. No vendor can offer for sale any additional items which were not listed and approved by the Concession Committee on their applications.
13. **The Montgomery County Fair will be selling ice in 2019.**
14. The MCAS has the right to place all Concessionaires in the location that they deem necessary.
15. **The non-refundable deposit below must be paid by May 31, 2019 to be considered as a valid applicant. Make checks payable to MCAS. (NO EXCEPTIONS!)**
The non-refundable deposit will be **\$300.00** per rental space with the remaining balance being due by July 14th
16. **DELIVERIES:** You MUST notify the FAIR TIME office of any deliveries during the fair 24 hours in ADVANCE.

NO REFUNDS WILL BE GIVEN ON DEPOSITS FROM CONTRACTS CANCELED FOR ANY REASON, REGARDLESS OF WHEN THEY ARE CANCELLED (TIME & DATE)

The Montgomery County Agricultural Society along with the individual Board Members, Agents and Employees of the Board along with the Montgomery County Commissioners their Agents and Employees assumes no liability and is to be held harmless from any claim liability or demand of any kind for or because any personal injury or damage of any kind sustained by any person or to any property because of this Contract. In addition, in consideration of the MCAS granting this individual or organization making this Contract the privilege for which signed to be held at the Montgomery County Fairgrounds for the date or dates shown. I/we hereby voluntarily assume all risk of accident, injury, or damage to person or property that might arise from said contract and hereby release discharge and agree to save harmless the said Montgomery County Agricultural Society along with the individual Board Members, Agents and Employees of the Board along with the Montgomery County Commissioners their Agents and Employees from any claim, liability, or demand of any kind for or on account of any personal injury or damage of any kind sustained by I/we, whether caused by the negligence of said Montgomery County Agricultural Society along with the individual Board Members, Agents and Employees of the Board along with the Montgomery County Commissioners their Agents and Employees of any or otherwise. It is also a part of this agreement that the Individual, Group or Organization making this contract shall be wholly responsible and entirely liable for obtaining and having available the correct type of complete insurance coverage that may be necessary for the type of event for which this contract was requested. In addition, the Maker of this contract shall be completely responsible to make certain that their individual or group coverage is necessary for those participating under the maker of this Contract; the Contract Maker shall be held totally liable for informing the participants of the event for their safety.

I/we certify that having fully read and understanding all the conditions as stated herein, the affixed signature/s on this agreement, hereby affix and set forth our signature/s in good faith as testimony to acceptance of this Contract as written.

This contract is subject to Lessee securing license from Department of Agriculture of this State (if required).

Concession Owner Signature: _____ Date: _____

Executive Director: _____ Date: _____

Signatures above are authorized by their respective agencies and indicate full compliance with the contract as stated.