

Memorandum

To: 2023 Concessionaire
From: The Montgomery County Fair Concession Committee
Date: 01/10/2023
RE: 2023 CONCESSIONAIRE CHANGES

2023 MONTGOMERY COUNTY FAIR – JULY 9TH – 15TH

Enclosed you will find the 2023 concession agreement for the Montgomery County Fair and all rules pertaining to the fair. There are ***several changes*** to the agreement, so please be sure to read the entire agreement prior to signing and submitting to our office.

DUE DATE: MAY 15TH

Any contract received after this date will incur a late fee.

INFORMATION TO BE SUBMITTED IS LISTED BELOW

- 2023 Montgomery County Fair Concessionaire Agreement filled out ENTIRELY - (You will receive a follow up call if all the requested information is not included)
- \$350.00 deposit for each concession trailer/tent/space
- Certificate of Liability listing the Montgomery Agricultural Society and the Montgomery County Commissioners as additionally insured

We make every effort to offer a variety of food concessions each year. Therefore, the attached agreement is not necessarily a guarantee of space.

We are looking forward to celebrating the 171st Montgomery County Fair with you. If you have any questions, please

Please contact the fair office with questions or concerns.

Phone: 937/224-1619 Ext. 0, or via email at office@mcohofair.com.



CONCESSIONAIRE AGREEMENT MONTGOMERY COUNTY FAIR

Fair Dates - July 9th – July 15th, 2023

Location: 645 Infirmary Rd. Dayton

Mailing Address: 580 Calumet, Dayton, Ohio 45417-8014 - Phone: 937-224-1619 x 2 E-mail: office@mcohiofair.com

Signed form and \$350.00 deposit due no later than May 15th, 2023.

Late applications and deposit will be charged a fee of \$100.00. Late applications may not be considered due to availability.

SET-UP DAYS/TIMES: Friday, July 7th from 2PM – 8:00PM, Saturday July 8th, 2023, from 12PM to 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 & extensions	Road Frontage Needed:	Depth
Food or Various Items: \$1,050.00			Electric: 120v/20 amps (Limit up to 4)	
Single Item concession: \$750.00			Electric: 240v/50 amps (Limit 1)	
Corner Location: (additional \$200.00 with deposit – see last page for details)			Electric: Additional fee for additionally requested electric needs upon arrival	
Other needs:			Water Hook Up Needed: Y or N	
# of passes: (3 free weekly passes per spot)		Additional passes: On or after July 09, 2023 - \$10.00 each up to 4 – then \$20.00 each		

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Stock Vehicle	\$100/No electric \$200/ With electric	Include hitch and extensions	Frontage	Depth
Camper	\$375	Space Needed include hitch and extensions	Frontage	Depth
Golf Cart Permit	Yes No	\$50 per permit - only 1 permit per concessionaire		

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 of \$350 and agreement must be paid by Monday, May 15th, 2023, to be considered as a valid applicant. (NO EXCEPTIONS!) *The remaining balance will be due by Saturday, July 15th, 2023.*

New Concessionaires ONLY: You will be required to provide at least 2 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	

MENU ITEMS: A COMPLETE list of menu items to be sold at the Montgomery County Fair is **required**. Please be mindful of what you list as this will be enforced. Photograph of setup is **required** with contract submission for new concessionaires. You may attach a separate list of items in place of a written list below.

Note: This is your contract if your reservation is accepted by staff. This contract is nontransferable. 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.

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 their own to occupy any part of their space.
6. Concessionaire is not permitted to use a public-address system or loudspeakers in their booth.
7. All concessionaires must secure state licenses and conform to all state, county, city license tax laws. Concessionaires must have the proper health permits and be able to pass health and fire inspections upon setup.
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 2023. \$6.50 per bag of ice.**
14. The MCAS has the right to place all Concessionaires in the location that MCAS deems necessary. You will not be permitted to relocate unless it has been approved by the concessions committee.
15. **The Concessionaire is responsible for providing an adapter(s) to accommodate their needs if the 30- amp or the 50-amp outlet does not accommodate their needs.** Concessionaire is responsible for providing any and all equipment, including extension cords, fire extinguishers, etc.
16. **The agreement and non-refundable deposit of \$350 per space must be paid by Monday, May 15th, 2023, to be considered as a valid applicant. (NO EXCEPTIONS) Please make checks payable to MCAS and mail them to 580 Calumet Lane Dayton, OH 45417. New: CORNER SPOTS are not guaranteed unless they are paid for up front and in advance. To be eligible for a corner spot, reservations must be paid a year in advance.**
17. **Concessionaires shall remain open from 10:00 AM – 10:00 PM daily. (Except for Sunday – Noon to 10PM)**
18. **DELIVERIES:** You MUST notify the FAIR TIME office of any deliveries during the fair 24 hours in ADVANCE. You must restock prior to 10AM. **No vehicles on walkways after 10:00 AM.**
19. **New:** Golf Cart permits are REQUIRED. You must follow golf cart rules. (See enclosed rules.) Only 1 permit per concessionaire.

SET-UP DAYS/TIMES: Friday, July 7th from 2PM – 8:00PM, Saturday July 8th, 2023, from 12PM to 8PM.

NO REFUNDS WILL BE GIVEN ON DEPOSITS FROM CONTRACTS CANCELED FOR ANY REASON, REGARDLESS OF WHEN THEY ARE CANCELED

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 held harmless from any claim of 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 understand 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: _____

MCAS Authorized Agent: _____ Date: _____

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