

LARAMIE COUNTY FAIR

2022 DAILY FOOD TRUCK AGREEMENT

This agreement is made and entered into the date last affixed, by and between the Laramie County Fair hereinafter referred to as "LCF", and

(Please complete the section below)

Individual Name

Business/Firm Contact Name

Mailing Address

Contact Telephone Number

City, State, Zip

On-Site Telephone (Cell)

Email Address

Hereinafter referred to as the "PERMITEE"

WITNESSETH:

That in consideration of the mutual agreement herein contained, LCF hereby grants, subject to conditions herein mentioned to the PERMITEE a permit to use and occupy booth space (BOOTH) as indicated on this license at Archer Fairgrounds for no other purpose whatsoever than that described here:

Please select the day(s) of the week that you are interested in being at Fair. Fair dates for food trucks are August 6-12.

Completed form and fees must be submitted together by dates listed to qualify for reduced rates. Proof of insurance is due by July 1st.

Which days of Fair are you interested in? (Please circle two or more)

SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
6 TH	7 TH	8 TH	9 TH	10 TH	11 TH	12 TH

- 2 days- \$100
- 3 days- \$150
- 4 days- \$200

**Alternative date range: _____

*No deposits will be collected. All funds collected are applied to the full rental fee. If the booth is cancelled 30+ days in advance, \$100 of your payment will be retained. If you cancel within 30 days of the event, no refunds will be made.

**We will make every effort to accommodate your date requests. Depending on the amount of interest in dates, your first request may be denied, please list an alternative date range

Did you participate in our fair last year? ____ NO ____ YES

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Please describe your Food/Concession. Food Concessionaires **MUST** submit a menu listing with pricing on a separate sheet.

Please select your requested space location below. LCF reserves the right to assign the location that best suits the Fair and its patrons.

Fair Week @Archer Fairgrounds-3801 Archer Parkway Cheyenne, WY 82009:

____ Midway- Select if you have: Trailer____ Tent____ Cart____ Other____
____ Barn- Select if you have: Trailer____ Tent____ Cart____ Other____

*The following events are separate from the actually Fair and require you to be here at different times.

Please indicate any special requests below.

Such as Outside Wall, Center Section or Corner Space. Requests are considered but not guaranteed.

Please indicate your electrical and other fuel requirements for vendor space.

____ 20 Amp
____ 30 Amp
____ 50 Amp

____ Gas/Propane Gas/Propane-Booths utilizing gas/propane must be located OUTSIDE is not furnished by LCF.

*Vendor locations are based on electrical need(s) and Management discretion.

Please indicate your RV requirements below. No Tent Camping Permitted.

Archer Fairgrounds-3801 Archer Parkway Cheyenne WY 82009:

____ Electric-\$75 for the week- Space may be limited.
____ Dry camping-\$50 for the week- Must be self-contained RV. No electric or water available.
____ No space requested

FOR OFFICE USE ONLY

Date Received _____
Insurance Certificate Recv'd _____
Paid _____
Check Number _____
Cash _____
LCF Staff Approval _____

Vendor Space

Fair Week \$ _____
Ranch Rodeo \$ _____
Camping \$ _____
Total Due \$ _____

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THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- RUN TIMES:** The PERMITEE agrees to have CONCESSIONS in place and ready for business no later than 10:00 AM on the first Saturday of Fair. With **NO EXCEPTIONS** the CONCESSIONS must be manned and maintained in working order for the full term of this contract and open for business per the following time schedule. If the booth is not open during the specified hours, you will be asked to leave and your rental fee will be retained. **Please initial the following to verify that you understand the hours that you must be open and operational:**
-Fair Week-Saturday, August 6th through Saturday, August 12th 10:00 am to 8:00 pm daily _____
- PAYMENT:** Payment will be made in full to Laramie County Fair when turning in the application. If payment is not made as mentioned, the LCF will consider this agreement null and void and said reserved space will then be open for other reservations.
- BOOTH SPACE LOCATION:** It is expressly understood by both parties that space and space location is allocated at the sole discretion of LCF. LCF reserves the right to locate any booth, concession, exhibit or display where it is in the best interest of LCF. LCF reserves the right to cancel or refuse any booth, concession, exhibit or display that is not in the best interest of LCF at any time. PERMITEE may request a location preference; however, PERMITEE clearly understands request is not guaranteed by LCF. Further, the PERMITEE agrees to accept such space allotted to be the best space possible considering the date of agreement and type of Concession/Exhibit. LCF will grant only such privileges as are required to supply the necessary wants of the people, or add to their comfort, convenience, and pleasure. Under no circumstance will privileges of the questionable nature or of a demoralizing tendency be considered or in any manner be tolerated upon the fairgrounds.
- INSURANCE REQUIREMENTS:** All PERMITEES shall maintain Insurance Requirements at their own expense for duration of Vendor Agreement, including move-in and move-out dates, to cover activities of PERMITEE and its guests, agents, representatives, employees, or subcontractors. PERMITEES with own business insurance shall have their insurance agent review the Insurance Requirements (see attached) and issue a Certificate of Insurance to LCF, by July 1st in advance of event. PERMITEES with no business insurance, shall apply for, pay for, and bind coverage under: Special Events Liability Insurance for Tenant User through Alliant Insurance Services, or equivalent program. Proof of Certificate of Insurance is required by July 1st for all vendors. It is MANDATORY that all FOOD/CONCESSION have insurance including Product Liability coverage. **THIS AGREEMENT IS NOT COMPLETE and NO SPACE WILL BE ASSIGNED UNTIL CERTIFICATE OF INSURANCE IS ON FILE WITH LCF OFFICE.**
- PERMITS:** All FOOD/CONCESSION VENDORS participating in the Laramie County Fair are responsible for all permits and inspections required by the City, County and the State of Wyoming. (City Vendor License, Laramie County Health Permit, Wyoming Sales Tax License) **A copy of all requirements must be submitted with this contract for this agreement to be complete.**
- FAIR MEAL TICKETS/VOUCHERS:** The LCF provides meal tickets/vouchers for the employees, superintendents and other volunteers on the fairgrounds. All tickets/vouchers and an itemized bill are to be submitted to the Fair Office by September 1 of current fair year for reimbursement. Vendors selling food are required to submit 2 (two) meal options with this contract. See attachment **VENDOR MEAL VOUCHER REQUIREMENTS** for details. **VENDOR MEAL VOUCHER REQUIREMENTS** do not apply to vendors who do not sell meal items or for vendors who only sell items such as cotton candy, slushes, ice cream etc. The LCF reserves the right to approve or disapprove of meal options submitted.
- BUSINESS LIMITS:** The PERMITEE shall not engage in any other business within the fairgrounds except that listed on application and agrees to confine all transactions to the reserved space. The PERMITEE shall not place fliers, poster; etc. within the fairgrounds outside of confines of PERMITEES designated booth space. **NO CAMPAIGNING OR SOLICITATION OUTSIDE OF DESIGNATED BOOTH SPACE.**
- CONDUCT:** The PERMITEE shall conduct the operation of concession in a quiet and orderly manner at all times, and shall keep the exhibit area neat, clean, and free from debris. PERMITEE agrees to refrain from engaging in behaviors questionable in nature or of a demoralizing tendency. If behavior is found to be true by the LCF, this contract will be considered void and PERMITEE will be removed from the fairgrounds and will forfeit any fees paid to the LCF.
- UNLAWFUL OR DANGEROUS ACTIVITY:** PERMITEE shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or ultra-hazardous business purpose nor operate or conduct business in a manner constituting a nuisance of any kind. PERMITEE shall immediately, upon notification of any unlawful, disreputable or ultra-hazardous use, or nuisance, take action to halt such activity.
- SAFETY:** If a grease fryer is utilized by any PERMITEE, the PERMITEE **MUST** provide a fire extinguisher with a current inspection sticker to be located within their BOOTH space. **All FOOD/CONCESSION booths are subject to inspection by State Health Examiner. All disposal of food or waste discharge must be performed in accordance with current Health Standards.** Any PERMITEE found to be in breach will be removed from the Fairgrounds and will forfeit any fees paid to LCF.
- SHIPMENTS:** LCF is not responsible for loss of or damage to items shipped by PERMITEE to the LCF.
- INDEMNITY:** The PERMITEE shall release, indemnify, defend and hold harmless the LCF, Laramie County, Wyoming and their officers, agents employees, successors and assignees from any cause of action, or claims or demands arising out of this agreement or use and occupancy of the premises, parking lots and the LCF's equipment.
- SOVEREIGN IMMUNITY:** Laramie County Fair and Laramie County, Wyoming do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, Laramie County Fair Board and Laramie County fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- LAWS:** The construction, interpretation and enforcement of this agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this agreement and the parties.
- ASSIGNMENT:** This agreement may not be assigned, transferred or shared with any other person or firm.
- TERMINATION:** The LCF reserves the right to terminate this agreement at any time without cause.

All City, County and State permits and licenses if applicable are the responsibility of the Permitee.

The undersigned agrees to the terms and conditions set forth.

Vendor-Authorized Signature

Laramie County Fair Representative

Date

Date

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VENDOR MEAL VOUCHER REQUIREMENTS

MEAL VOUCHERS do not apply to vendors who do not sell meal items or for vendors who only sell cotton candy, slushes, ice cream, etc.

- Vendors must submit two (2) meal options for employees, superintendents, volunteers and guests to choose from.

Examples:

Meal Option 1: Burger, Fries & Drink

Or

Meal Option 2: Pulled Pork, Chips & Drink

- Meal vouchers will be issued to employees, superintendents, volunteers and guests to purchase (1) one of the (2) two options.
- The two (2) options must be clearly posted for voucher holders to see.
- These two (2) options must be available for the duration of Fair.
- **No other items may be purchased with this meal ticket.** Only the meal options.
- No substitutions allowed.
- Any items purchased other than meal options must be paid for by employee, superintendent, volunteer or guest.
- All items in the meal option must be given to the meal ticket holder.
- Both meal options will be reimbursed for the same amount.
- Each voucher submitted will be reimbursed for \$8.00 (eight dollars).
- All meal vouchers must be submitted for reimbursement by September 1st of current fair year.
- Meal tickets submitted after September 1st of current fair year will not be reimbursed.
- This form must be submitted with fee, contract & certificate of insurance.

By signing below, vendor agrees to the terms and conditions stated above regarding meal vouchers.

Vendor (Print): _____

Vendor Signature: _____

MEAL OPTIONS SUBMITTED BY VENDOR

<u>OPTION 1</u>	<u>OPTION 2</u>

Please submit your completed Agreement to:

3801 Archer Parkway

Cheyenne, WY 82009

Fax- (307) 775-7353 or Email- fairoffice@laramiecountyfair.com

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INSURANCE REQUIREMENTS

PROOF OF CERTIFICATE OF INSURANCE IS REQUIRED BY AUGUST 1ST

Please have insurance agent review for proper certification issuance

VENDORS WITHOUT BUSINESS INSURANCE (Do not own a business):

- **Special Event Liability Insurance including Product Liability Insurance**
- **Endorsements:**
PERMITEE shall name "Laramie County" as Additional Insured, including liability for work by or on behalf of PERMITEE and the materials involved. PERMITEE'S insurance agrees to waive right of subrogation against LCF.
- **Provisions:**
PERMITEE'S insurance shall be primary and LCF's insurance is non-contributory.

VENDORS WITH BUSINESSES INSURANCE (Own a business):

- **Commercial General Liability** (equivalent ISO CG 00 01) on "occurrence" form including products and completed operations with limit of **\$1,000,000 per occurrence** and **\$2,000,000 general aggregate**
- **Business Auto Liability** (equivalent ISA CA 00 01) including hired and non-owned with limit of **\$1,000,000 per occurrence**
- **Workers Compensation** per statutory requirement
- **Employer's Liability** with limit of **\$1,000,000 each accident**, disease/employee, and disease/policy limit.
- **Endorsements:**
PERMITEE shall name "Laramie County" as Additional Insured including liability for work by or on behalf of PERMITEE and the materials involved. PERMITEE'S insurance agrees to waive right of subrogation against LCF.
- **Provisions:**
PERMITEE'S insurance shall be primary and LCF's insurance is non-contributory.

PERMITEE shall obtain LCF's approval if PERMITEE'S insurance has: \$25,000 SIR/deductible; "claims-made", not "occurrence" form; or A.M. Best rating of B+:VI; or PERMITEE incurs a material increase hazard.