

Phelps County Fair Vendor Contract

Event Dates: August 3-5, 2023

Location: Phelps County Fairgrounds, 12860 Hwy 63, Rolla, MO 65401

Booth decorating contest! Decorate your booth in the fair theme! First place winner will receive a prize!

Legal Name of Business: _____

Contact Person: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone number (____) _____

Due to contractual issues, no organization can sell:

*Popcorn (kettle corn is ok) | pulled pork | chicken tenders | hamburgers/cheeseburgers | hotdogs | brats | nachos bottled or fountain drinks of any kind (fresh squeezed lemonade ok) | curly fries/ribbon fries

PCF does not promote duplicate food or sales but is not responsible for like-products in concession vendor booths.

Menu with prices must be submitted with application for approval.

Products and/or food items to be sold: (be specific):

Commercial Vendors ONLY: Season Passes	# of passes needed	X	\$30	=	
Concession Vendors ONLY: 2 season passes are included. If you need more, they must be purchased.	# of extra passes needed	X	\$30	=	
Booth rental is FREE for the first 10'x12' space.				=	FREE
Additional Vendor Booth Space (if needed)	# of additional 10'X12' spaces needed: _____	X	\$30	=	
Electric (if requested)	_____amps needed		\$60	=	
Overnight on-site camping (space limited)	Optional		\$60	=	
Insurance (if you don't already have with PCF listed as additional insured)			\$25	=	
Total (Checks made payable to Phelps County Fair)				=	

Concession Vendors only:

Phelps County Fair collects 20% commission on food ticket sales. All concession sales must be by food tickets only.

Concession vendor checks payable to: _____ Check one: Daily End of fair

By signing below, the vendor acknowledges that he/she has read and agrees with the Phelps County Fair Rules and Regulations including food sales by food ticket only (no cash or credit/debit sales) for the 2023 Phelps County Fair. The vendor agrees to abide by the PCF Rules and Regulations and all other regulations of the city, county, and state. The Phelps County Fair is not liable for any losses or accidents.

Printed Name: _____ Signature: _____ Date: _____

**Phelps County Fair is rain or shine. Vendor fees are non-refundable.
We look forward to working with you!**

Mail to:
Phelps County Fair
Attn: Renae Silvio
PO Box 833
Rolla, MO 65402

- The following must be postmarked by July 28, 2023:**
- Completed application
 - Menu with prices (concession vendors only)
 - Copy of insurance certificate naming Phelps County Fair as additional insured.
 - Check made payable to PCF for season passes, electric, etc.
 - Applicable tax paperwork included.
 - Pick up vendor packet in the office the first day of the fair by 2 pm.

Phelps County Fair

Vendor Rules and Regulations

For additional questions, contact Renae Silvio @ 573-308-8245 or email: phelpscofair@yahoo.com

Location: 12860 Hwy 63 South, Rolla, MO 65401

By signing this contract, you are hereby acknowledging that you have read and agree to all stated rules and regulations. Violation or non-compliance of these rules will result in the decision to request your immediate removal from the fairgrounds. Such removal will result in the loss of the vendor's deposit.

Vendors will be held accountable for all rules outlined below.

ADMISSION TICKETS

- Each Concession vendor will receive two (2) season passes to be used for those working the booth.
- Commercial vendors must purchase season passes.
- Additional passes may be purchased for \$30 prior to Thursday, August 3, 2023.
- No one will be allowed to enter the Phelps County Fair without a ticket or wristband.

PARKING

- Vendors will be issued one (1) vendor parking pass for the designated vendor parking area. No additional parking passes will be issued. All other vendor vehicles may park in regular visitor parking.

LIABILITY

- The vendor shall not assign this lease or sublet said space, or any portion thereof for any purpose whatsoever, without the previous written consent of the organizers, and any violation of this rule shall forfeit this lease and the privilege sold by this contract.
- The Phelps County Fair shall not be responsible for any negligence or unlawful acts of the vendor or vendor's agents or employees.
- The Phelps County Fair shall not be liable for any injuries, damages, claims, losses, or liabilities suffered or incurred by vendor or vendor's agents or employees while on the fairgrounds, and vendor agrees to hold the Phelps County Fair harmless therefrom.
- Vendor agrees to indemnify the Phelps County Fair from all liability; loss or damage the Phelps County Fair may suffer as a result of claims, demands, costs or judgments against it arising out of the actions of vendor or vendor's agents or employees.
- Each vendor must carry liability insurance in the amount of one million dollars, with the Phelps County Fair Board named as an additional insured for August 2-5, 2023. Please provide your proof of the vendor's limited liability insurance naming the Phelps County Fair at time of registration. If you do not have insurance, please use the form to indicate your purchase of insurance from Jenks/Long Insurance. If a vendor is not insured, insurance is available for an additional \$25 per vendor.
- A copy or certificate of insurance must be returned with this application or faxed at least one week prior to the event. If the Phelps County Fair does not receive these forms, you will not be allowed to set up. Note: Coverage "binders" are not acceptable. An actual policy number must be shown in the certificate for each coverage type. "Pending" is not acceptable. If your renewal period is just prior to August 2023, an updated certificate will be needed reflecting appropriate coverage.

DEFAULT

- Upon approval of the contract agreement, there will be NO REFUNDS of exhibit fees/deposits. All fees/deposits will be refunded to those applicants whose contract agreement has not been approved.

LICENSE AND PERMITS

- It will be the responsibility of each vendor to comply with all state and local laws, health regulations and fire prevention codes.
- It will be the responsibility of each Concession Vendor to obtain the proper food license and to comply with all state and local health regulations and fire prevention codes.

LOSS OR DAMAGE

- The Phelps County Fair shall not be responsible for any loss or damage suffered by vendor or his/her employees or guests from any act of theft, vandalism, accidental injury, or act of God.

CONTRACTS

- An approved contract copy will be returned to vendors indicating that they have been awarded space. Upon approval of the contract agreement, there will be NO refunds of booth rental fee and electricity fees.
- Contracts that are not approved will be returned to the vendor along with fees submitted.
- Political/campaign organizations are prohibited from handing out yard signs of any kind, as well as walking/roaming the fairgrounds handing out campaign material.
- Political/campaign materials MUST remain confined to that particular party's assigned booth space.

SELECTION/SPACE

- The Phelps County Fair reserves the right to assign commercial booth locations.
- There is one open air market building and many outdoor areas to be assigned. Space size is 10'x12'. Additional space is available.
- The Phelps County Fair reserves the right to decline any application.
- Phelps County Fair does not promote commercial exhibitors with duplicate products and is not responsible for vendors that do attend having duplicate or similar products. No vendor will be asked to leave for selling duplicate or similar products.
- The Phelps County Fair reserves the right to limit the size of your space. If the Phelps County Fair determines your space request needs to be altered, you will be contacted prior to the event.
- Vendor space is assigned on a first-come, first-served basis and fees are non-refundable.
- The Phelps County Fair reserves the right to cancel or deny any application by refunding rental fees. The only refund will be for denial or cancellation of the application by Phelps County Fair. Checks returned with NSF will automatically cancel application.
- Demonstrating and distribution of material must be confined to the limits of your rented space. Vendors will not be permitted to roam the building or grounds selling merchandise or distributing flyers/coupons/ads.
- Displays should not obstruct neighboring displays or project ahead of neighboring booths. Aisles and pedestrian walkways on the fairgrounds must not be obstructed in any way.
- Each vendor will limit activities and sound to their specific booth space as not to disturb adjoining vendors.

SET UP TIMES

- Vendor must check in at the office upon arrival prior to 3 pm on the first day of the fair to pick up vendor packets including Missouri Sales Tax information and pre-purchased season passes and to get vendor spot assignments.
- Vendors may set up Thursday, August 3, 2023, between 8-3 pm. All stands must be set up and ready to open for business before 4 pm on Thursday, August 3, 2023.
- To make other arrangements, please contact Renae at 573-308-8245.

TEAR DOWN TIME

- All stands must remain fully set up and operating during the hours of the fair as listed above.
- No tear down of booths will be allowed before 10 pm on Saturday, August 5, 2023. Failure to comply without prior approval may result in loss of contract for future fairs.
- All booths/exhibits must be torn down by noon on Sunday, August 6, 2023. All trash and debris must be removed by vendor.

HOURS OF OPERATION

- Booth operation hours are as follows: Thursday 4 pm to 10 pm, Friday 4 pm to 11 pm; Saturday 10 am to 11 pm.
- During the listed hours, all booths must be open and have a representative in the booth. Unmanned booths may result in loss of contract for future fairs.
- All outdoor booths are required to have lights for the evening hours.

VENDOR RESPONSIBILITY

- Vendor must check in at the office upon arrival to receive vendor spot assignment. All fees must be paid before check in.
- It is the responsibility of the vendor to submit sales tax for any transactions they carry out on the fairgrounds to the state department of taxation. PCF is not responsible for collecting sales tax or any other taxes.
- Appropriate lighting must be supplied by vendor.

SERVICE VEHICLES/GOLF CARTS

- No vehicles, including golf carts or any type of ATV, will be allowed on the grounds after 3 pm daily (11 am on Saturday), unless they have prior approval from the Phelps County Fair Vendor Coordinator.
- Booths must be stocked before 3 pm on Thursday and Friday and noon on Saturday. No vendor vehicles may drive onto the grounds after 3 pm (11 am on Saturday). All vehicles must be removed before 3 pm (noon on Saturday).
- Fair Board members and drink distributors are the only authorized users of golf carts/ATV's on the fairgrounds and have received proper instruction for use.

UTILITIES

- Each vendor must indicate on their contract the number of electrical outlets and amps/volts needed.
- Phelps County Fair reserves the right to limit the number of outlets.
- All electrical cords must be certified electrical cords. Cords must be a minimum of 14 gauge with ground plugs. If cords do not meet these requirements, set up will be stopped until this requirement is met.
- Power cords must be uncoiled while plugged into the power source.

GARBAGE/REFUSE

- Vendor should dispose of bulky trash items (such as packaging from supplies) in the large dumpster located on the grounds. These items should not be placed in the trash barrels.
- All vendors must keep the space or booth plus the area immediately surrounding the space or booth in a clean and sanitary condition at all times, removing any trash and refuse which may exist.
- Vendor must not throw any refuse or empty any water or other fluids on the grounds.
- Personnel must be clean and neatly attired. Persons not complying will be ordered off the grounds.

OVERNIGHT STAY FEE

- A fee of \$60.00 will be charged for staying overnight on the fairgrounds.
- Overnight stay space is very limited, and spaces will be assigned. There is no guarantee of electricity. If electricity is available, the Phelps County Fair has the right to limit use.
- No open flames or fire pits are allowed in the overnight stay area.

Electricity

- Each vendor must indicate on their vendor form the number of electrical outlets and amps/volts needed.
- The Phelps County Fair reserves the right to limit the number of outlets.
- All electrical cords must be certified electrical cords. Cords must be a minimum of 14 gauge with ground plugs.
- Power cords must be uncoiled while plugged into the power source.
- Phelps County Fair is not responsible for power surges.

Fraud and Misrepresentation

- Each vendor is expected to deal honestly and fairly.
- The Phelps County Fair reserves the right to cancel this contract if the judgment of the Phelps County Fair the business or exhibition carried on by the vendor, or the manner conducting same, is objectionable or not as represented at the time of making of this contract, and to have the property of the vendor removed from the Phelps County Fairgrounds, and all payments previously made under this contract shall then be forfeited to the Phelps County Fair.

UNSUITABLE PRODUCTS

- The Phelps County Fair reserves the right to deny the display and/or sale of items which in the judgment of the Phelps County Fair are inappropriate. If any problem or situation arises that cannot be resolved by the contract agreement, these rules and regulations, the final decision will be made by the Phelps County Fair Board.

PROHIBITED ITEMS

- No alcohol, drugs, or firearms are permitted on the fairgrounds property.

PETS/ANIMALS

- No animals/pets will be permitted on the fairgrounds. The only exception to this will be service animals and security dogs accompanying security personnel.

ADVERTISING

- To advertise on the Phelps County Fair webpage, please email phelpscofair@yahoo.com.

CONCESSION VENDORS ONLY

COMMISSION

- Phelps County Fair charges 20% of all food sales.
- Phelps County Fair requires concession vendors to use ONLY food tickets. No cash, credit or debit card sales allowed. If PCF staff finds that you are taking forms of payment other than food tickets, the vendor will be asked to leave immediately.
- All food tickets need to be dropped off at the end of the night or by noon the next day of the fair to be counted by Phelps County Fair Staff. Tickets must be bundled in batches of 25 and marked with the number of tickets inside and signed by the vendor on the outside of the bag provided.
- Commission checks will be available in the office by opening of the fair on the following day. Commission checks for Saturday will be available after tickets are counted at the close of the fair.

FOOD & BEVERAGES

- Phelps County Fair has an exclusive beverage supplier for all soft drinks, water and alcoholic beverages. All vendors must be aware of this policy when signing the contract. Concession vendors are not allowed to sell bottled/fountain drinks of any kind.
- Free water or lemonade can be distributed in 6 oz. or 8 oz. paper or plastic cups. No free bottles of water can be distributed.
- Food trucks are allowed.
- **Due to contractual issues, no organization can sell:**
 - Popcorn (kettle corn is ok)
 - Hotdogs/brats
 - Nachos
 - Hamburgers/Cheeseburgers
 - pulled pork
 - Bottled/fountain drinks of any kind (fresh squeezed lemonade ok)
 - Curly fries/ribbon fries
 - chicken tenders

CONCESSION VENDOR ADDITIONAL RESPONSIBILITIES

- Food prices must be in dollar increments.
- Food tickets will be sold by the Phelps County Fair for \$1 each.
- Concession Vendor agrees to accept only food tickets sold by Phelps County Fair. Vendor will be provided a container to collect tickets to be counted daily. Cash/credit/debit card sales by vendor are prohibited.
- Free meal or drink tickets given to volunteers cannot be accepted at vendor booths and are clearly marked with that information. Should a vendor choose to accept the volunteer ticket, the vendor acknowledges he/she will not be reimbursed.
- Prices for items to be sold at booth must be presented to the Phelps County Fair prior to July 28, 2023 to be listed at the food ticket booth. The Fair Board has right to approve or deny menu items.
- It is the responsibility of the vendor to submit sales tax for any transactions they carry out on the fairgrounds to the state department of taxation. The Fair is not responsible for collecting sales tax or any other taxes.
- Violation or noncompliance of these rules will result in the Phelps County Fair's decision to request your immediate removal from the fairgrounds. Such removal may result in your inability to return in future years. Vendors will be held accountable for all rules outlined in this agreement.
- No refund will be issued if vendor is removed from fairgrounds for non-compliance with rules as stated.

Building space and electric fees are non-refundable. Overnight security is not provided.

We look forward to working with you at this year's fair!!!