

Food Concession Space Agreement for 2011

Fairgrounds at 99 Coulee Way, Wabasha
Junction of Hwy 61 & 60 (Beyond the Coffee Mill Motel)

Policy of Agreement

It is hereby mutually agreed that the Wabasha County Agricultural Fair Association, Inc. leases space during the Wabasha County Fair from Wednesday, July 13 thru Saturday, July 16, 2011 to:

Name of Firm /Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Cell phone _____ Fax _____

Food License- MN# _____ or Wabasha Co. Temporary Food Service # _____

You must be in compliance with all state food handling requirements at all times.

MN Sales Tax # _____ List all the foods you intend to sell, _____

Service Schedule- The times you will be open. Wednesday, July 13 from 5 PM to 10 PM, Thursday, Friday and Saturday, July 14 -16 from 11 AM to 10 PM.

Fee Schedule

Fill in amounts:

- | | | |
|---|---------------|-------------------------|
| 1. Space for food trailer | \$300 | = \$ _____ |
| 2. Space for any other overnight campers/trucks /trailers | \$75 /vehicle | = \$ _____ |
| Make check payable to "Wabasha County Fair" | | Total = \$ _____ |

Please read carefully and sign below.

The Lessee agrees to be in full compliance of Health, Food Safety and Electrical Codes during the terms of this lease and to provide a Certificate of Liability Insurance.

Indemnification Clause: The Wabasha County Agricultural Fair Association, Inc., their agents or employees, ("Landlord") shall not be liable and _____ (the undersigned "Lessee") shall indemnify, save, hold harmless, and defend the Landlord, for any loss, injury, death, or damage to persons or property, which at any time may be suffered or sustained by the Lessee or by any person, whosoever may at any time be using or occupying or visiting the Wabasha County Fairgrounds (the "Fairgrounds"), or be in, on, or about the Fairgrounds, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, negligence, or intentional misconduct of the Lessee or any occupant, subtenant, visitor, or user of any portion of the Fairgrounds or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and the Lessee shall indemnify the Landlord against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage, before, during or after the Wabasha County Fair, including Landlord's reasonable attorney's fees.

The Lessee expressly releases the Wabasha County Agricultural Fair Association from responsibility for any item(s) lost, stolen or damaged on the Fairgrounds before, during or after the regular fair hours.

By _____ By _____
Lessee Landlord, Wabasha Co. Ag. Fair Assoc. Inc.
Date ____/____, 2011

Terms for Commercial Exhibitors and Concessionaires:

Insurance: All exhibitors must have a Certificate of Liability Insurance. All food vendors must provide a Certificate of Insurance for 1.5 million, naming the Wabasha County Agricultural Fair Association, Inc. as additional insured.

ST19 (Sales Tax form) : **All lessees** - must submit a MN Dept. of Revenue **Form ST-19** with their exhibit/vendor space application. Sales tax numbers are required to be displayed in your space. Whether a for profit or a non-profit, all lessees must have a MN tax ID number. If you are exempt from MN sales tax, there is a space to indicate that on the form. If you are not selling anything, there is a space to indicate that on the form.

*Only items appropriate for a youth and family oriented fair may be sold or advertised on the grounds. The fairboard reserves the right to make that determination at any time.

Exhibit times: Vendors must be open on Wednesday from 4 PM to 10 PM, and on Thursday, Friday and Saturday from 11 AM to 10 PM.

Parking: Season parking passes are \$5. Daily parking passes are \$3

Parking in parking lots only. Areas around food and commercial stands are for delivery drop off and pedestrian traffic only.

Space: The commercial space in the tent is approximately 8 ft. x 8 ft. All other exhibitors must let us know what size their trailers/ exhibits require. The lessee must confine all lease activities within the space allowed them and is prohibited from operating outside of that area in such a way as to be a nuisance, or interference to the public or to the other lessees. No part of the space covered by this agreement shall be assigned, sublet or otherwise disposed of without written consent of the Fair Association.

Vehicle/ Exhibit Space(s): Description(s) _____

Size(s) *when fully extended including awning if any* _____

Electricity: Due to the location of electrical outlets, both inside and outside, it is suggested that you bring adequate, approved extension cords with you and enough rubber matting to cover the same.

Electrical requirements: refrigerator truck _____, 220 volt _____, 110 volt _____

Water: Due to the location of water sources, it is suggested that you bring extra hoses with you. If you are a food vendor, those hoses need to be food grade approved.

Water required: yes _____, no _____

No contract will be in force and no space reserved until all required items listed below are received.

____ One copy of this agreement/both pages (Keep a copy for your records)
____ Sales Tax form ST 19
____ Certificate of insurance
____ Payment (No refunds after June 15)

Mail to:
Mindy Tomfohrde
40853 660th ST
Mazeppa, MN 55956

Contracts are to be in by **June 1st**, *after June 1st contracts accepted only if space is available.*

Questions? Call Mindy @ 507-421-5052

THANK YOU