

# Food Concession Space Agreement for 2024

Fairgrounds at 99 Coulee Way, Wabasha  
Junction of Hwy 61 & 60

## 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 17 thru Saturday July 20 2024 to:

Name of Firm /Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Cell phone \_\_\_\_\_ E-mail \_\_\_\_\_

Food License (or temp ID)- MN# \_\_\_\_\_ MN Sales Tax # \_\_\_\_\_

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

List all foods you intend to sell \_\_\_\_\_

\*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.

**Required times to be open:** Wednesday, July 17 from Noon to 10 PM,  
Thursday, Friday and Saturday, July 18-20 from 11 AM to 10 PM.

### Fee Schedule

Fill in amounts:

- |   |               |      |       |
|---|---------------|------|-------|
| 1. Space for food trailer 8' X 20' (1 power outlet) | \$300         | = \$ | _____ |
| 2. Space for additional storage trucks /trailers    | \$75 /vehicle | = \$ | _____ |
| 3. Trailer longer than 20'                          | \$100         | = \$ | _____ |
| 4. Additional 240V outlets                          | \$100/outlet  | = \$ | _____ |

Make check payable to "**Wabasha County Fair** **Total** = \$ \_\_\_\_\_

**Space:** The lessee must confine all lease activities within the space allowed to them (8'x 20', including hitch) 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.

**Setup:** Setup time will be the Tuesday before the first day of the fair. Locations for trailers will be determined and provided by the fair board.

Exhibit Space Description \_\_\_\_\_ Size(s) *when fully extended including awning if any* \_\_\_\_\_

Length of trailer (if applicable) \_\_\_\_\_ Preferred serving side (*left or right*) \_\_\_\_\_

**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 cords.

Electrical one hookup per vendor unless noted above: 120 volt \_\_\_\_\_ 240 volt \_\_\_\_\_

**Water:** Bring hoses (100 feet) with you. **Must be food grade approved.** Water required: yes \_\_\_ no \_\_\_

**Parking:** A parking pass will be provided for each vendor. Additional parking can be purchased separately. Season parking passes are \$10. Daily parking passes are \$5. All vehicles must have a parking pass. Areas around the food court are for delivery drop off and pedestrian traffic only.

**Insurance:** All exhibitors must have a Certificate of Liability Insurance. All food vendors must provide a Certificate of Insurance for \$2 million, naming the Wabasha County Agricultural Fair Association, Inc. as additional insured and with a guaranteed 30 day notice of cancellation.

**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 you are 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.

**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 (Even if exempt)
- \_\_\_ Certificate of insurance
- \_\_\_ Payment (No refunds after June 1<sup>st</sup>)

**Please read carefully and sign below.**

The Lessee agrees to be in full compliance with 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 \_\_\_\_\_  
Lessee  
Date \_\_\_\_\_

By \_\_\_\_\_  
Landlord, Wabasha Co. Ag. Fair Assoc. Inc.  
Date \_\_\_\_\_

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

**Mail to: Robert Sexton  
4426 35<sup>th</sup> ST NW  
Rochester, MN 55901**

Questions? Call Rob: 507-696-5090

Camping: There are a limited number of camper spots available \$100 /week please submit a separate check. Camping spot: \_\_\_ Yes