



**2021 PARK COUNTY FAIR**

# VENDOR APPLICATION PACKET





# 2021 FAIR BOOTH & CONCESSION APPLICATION

## JULY 27 – JULY 31, 2021

655 East 5<sup>th</sup> Street  
Powell, Wyoming 82435  
Phone: 307.754.8855 / Fax: 307.754.5947  
fairoffice@parkcounty.us  
www.ParkCountyFair.com

This application for permit is to lease booth space for a five day period in Powell, Wyoming known as the Park County Fair and is made to the Park County Events Office ("the FAIR") by 'PERMITTEE' (Please complete the section below.)

\_\_\_\_\_  
\*Business / Company Name

\_\_\_\_\_  
Even \*Mailing Address

\_\_\_\_\_  
\*City                      \*State                      \*Zip

\_\_\_\_\_  
\*EIN or Social Security Number

\_\_\_\_\_  
\*Business / Company Contact Name

\_\_\_\_\_  
\*Contact Telephone

\_\_\_\_\_  
\*Contact E-mail

\_\_\_\_\_  
\*On-Site Telephone (mobile)

PERMITTEE desires to lease booth space at the Park County Fair, subject to the terms and conditions herein contained, for no other purpose whatsoever than that described here:

*\*Please describe your Food/Concession, Product or Exhibit/Display. BE SPECIFIC. This is your opportunity to tell us why YOU should be a vendor at the Park County Fair. Food concessionaires may submit a menu listing on a separate sheet.*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*\*Please select the appropriate booth type and space options below. Please note – everything including trailer & hitch must fit inside the booth space.*

**FOOD/CONCESSION**

SINGLE BOOTH (15 X 15 FT) = \$375.00

DOUBLE BOOTH (30 X 15 FT) = \$550.00

**PRODUCT VENDOR**

SINGLE BOOTH (15 X 15 FT) = \$350.00

DOUBLE BOOTH (30 X 15 FT) = \$525.00

**EXHIBIT/DISPLAY/POLITICAL**

SINGLE BOOTH (8 X 10 FT) = \$250.00

DOUBLE BOOTH (8 X 20 FT) = \$375.00

*\*Please indicate your requested space location below. The FAIR reserves the right to assign the space location that best suits the FAIR.*

**OUTSIDE SPACE**  
\*NO TABLES OR CHAIRS FURNISHED

**GRANDSTAND WINDOW SPACE**  
\*NO TABLES OR CHAIRS FURNISHED

**INSIDE SPACE**  
\* TABLE & CHAIRS FURNISHED BY THE FAIR

Do you have a trailer/booth to set up in this space?  No  Yes \_\_\_\_\_

**POLITICAL PARTY OR CANDIDATE**  
\* SPECIAL DISPLAY TIME APPLY ( 11 am – 7 pm)

(\*Actual Size/Dimensions INCLUDING Trailer Hitch)

*\*Please indicate electrical and other fuel requirements below. Regardless of booth size, a booth is allowed ONE (1) of the following electrical service.*

*Hook-ups are limited. Based on location, hook-ups are assigned by the FAIR. Bypassing GFI protection is prohibited.*

*\*\*Please review section 3 of the Terms & Conditions for more information.\*\**

**110 v 20 amp ELECTRICAL = \$40.00**

**220 v 30 amp ELECTRICAL = \$85.00**

**220 v 50 amp ELECTRICAL = \$85.00**

**BOOTH USES GAS/PROPANE**  
Gas/Propane is NOT furnished by the FAIR. BOOTHS utilizing gas/propane must be located OUTSIDE.

*\*Please indicate your camping request below. One camping space with full hookups is available per PERMITTEE if requested on this form. If PERMITTEE requires electrical for a refrigerated trailer, etc. please indicate below.*

**NO CAMPING SPACE REQUESTED**

**WEEKLY CAMPING = \$196.20**  
(includes Sales and Lodging Taxes)  
 Tent  Trailer \_\_\_\_\_  
(Trailer Size/Dimensions WITH Hitch)

**EXTRA PARKING SPACE W/ ELECT = \$150.00** (available on very limited basis)  
(Trailer Size/Dimensions)

**ACCEPTANCE & ACKNOWLEDGEMENT: This Application is not considered a duly executed Contract until a Park County authorized signature is applied & until proof of liability insurance certificate has been received.**

**\*\*By affixing signature below, PERMITTEE acknowledges they have read, understand and agree to all terms and conditions set forth in the vendor handbook and application, and are an authorized signor.\*\***

BOOTH FEE:	\$
208v ELEC FEE:	\$
CAMP/ELEC FEE:	\$
TOTAL FEES:	\$
CLEANING DEPOSIT:	\$100.00*

\*Separate Check

\_\_\_\_\_  
Park County Fair Authorized Signature

\_\_\_\_\_  
\*Business/Company's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Date

Office Use:

Date Received:		ACCEPTED: <input type="checkbox"/>	REJECTED: <input type="checkbox"/>
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Please return completed & signed application, cleaning deposit and payment and required Proof of Liability Insurance to:  
Park County Fair – Booths 655 E 5<sup>th</sup> Street, Powell, WY 82435  
Or Fax To: 307-754-5947



**2021 VENDOR BOOTH APPLICATION**  
**TERMS & CONDITIONS**

## **VENDORS**

**GIVE THIS PAGE TO YOUR INSURANCE PROVIDER**

It is **MANDATORY** that all **FOOD/CONCESSION** and **PRODUCT VENDORS** participating in the Park County Fair obtain, at the PERMITTEES expense, and provide the FAIR with a proof of liability insurance certificate, from a company licensed to do business in Wyoming, with the terms of coverage to include move-in and move-out dates and evidencing a minimum of **\$500,000.00 liability** coverage and **\$100,000.00 property** damage coverage.

All food vendors are required to provide proof of product liability insurance as well.

**This policy MUST **\*\*NOT\*\*** NAME**  
**Park County, the Park County Events Department or the**  
**Park County Fair as additional insured**

The insurance certificate holder is:  
Park County Fair, 655 East 5<sup>th</sup> Street, Powell, Wyoming 82435.

**PROOF OF LIABILITY INSURANCE CERTIFICATE IS DUE THE FAIR OFFICE by July 1, 2021.**

The Vendor Booth Application is due to the FAIR office by **May** 15, 2021, however, the proof of liability insurance certificate is not due to the FAIR office until **July** 1, 2021, so that PERMITTEES may be approved / denied before having to provide proof of insurance.

**THIS AGREEMENT IS NOT COMPLETE UNTIL AN AUTHORIZED PARK COUNTY FAIR OFFICIAL HAS SIGNED OFF ON THE APPLICATION, AND UNTIL PROOF OF LIABILITY INSURANCE CERTIFICATE IS ON FILE WITH THE FAIR OFFICE by July 1, 2021.**

For more information contact:  
Park County Events & Fair Office  
307-754-8855 phone  
307-754-5947 fax  
fairoffice@parkcounty.us

# PARK COUNTY FAIR

## VENDOR HANDBOOK

### *Event Policies, Rules and Regulations*

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This handbook has been prepared as a guide for you to plan for a successful operation during the Park County Fair and is part of the Fair Booth and Concession Application.

The Park County Fair Advisory Board, The Park County Events Department and its staff reserves the final and absolute right to interpret these rules, policies, and regulations and to settle and determine all matters, questions and differences. It further reserves the right to determine unforeseen matters not covered by these rules.

Every effort has been made to insure the accuracy of this information. However, please be aware that the current policies, rules and regulations, as interpreted by the Park County Fair Advisory Board, The Park County Events Department and its staff, will take precedence over this handbook due to the possibility of typographical or inadvertent omission. The fair board and events department and/or staff reserve the right to amend or add to these policies and regulations as they deem necessary.

### *Acceptance & Acknowledgement*

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This Application is not considered a duly executed Contract until an official FAIR signature is applied. By affixing signature on application form, PERMITTEE acknowledges they have read and are in agreement to all policies, rules and regulations found in the vendor handbook set forth herein.

### *Animals & Pets*

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Animals, including pets, are not allowed on the fairgrounds, including in the booth, concession, exhibit or display area. **Pets are only allowed in the campground if on a leash, and if not barking / creating noise or disturbance, and if not chasing or harassing individuals and/or the fair livestock and animals, or other animals.** Anyone having a dog in the campground MUST clean up after the dog. This rule does not apply to service animals.

### *Assignment*

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This agreement may not be assigned, transferred or shared with any other individual, company or organization. The PERMITTEE shall not engage in any other business within the fairgrounds except that listed on application and agrees to confine all transactions to the reserved booth space.

## *Benches and Other Patron Seating*

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Benches, picnic tables and table & chairs are placed throughout the Park County Fairgrounds for use by patrons. Please do not move these items from their location. If any of these items are affecting your space in any way, please bring it to the attention of Fair staff so that it can be reviewed and changed as necessary.

Any vendor or concessionaire choosing to set up a comfort area (table & chair, etc.) must receive approval from Fair management prior to set up. Any approved comfort area that is set up **MUST** be available to all patrons and not limited only to those purchasing items from that vendor.

## *Booth Application*

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This agreement is between the Park County Fair, represented by the Park County Fair Advisory Board / Events Department “FAIR” and the applicant or “PERMITTEE”. It is expressly understood by both parties that submission of VENDOR BOOTH APPLICATION is in no way considered acceptance of application. Selected applicants will be notified in writing and will receive an executed contract signed by the FAIR. **Application may be rejected for any reason.** The Park County Fair Advisory Board and Park County Events Department and its staff reserves the right to refuse the sale of a specific product or duplicate products. Contracts are for the period of the agreement only and do not carry over from year to year. There will be NO subleasing.

The FAIR will grant only such privileges as are required to supply the necessary wants of the people, or add to their comfort, convenience and pleasure. “The People” is defined as Park County Fair exhibitors and their family members, superintendents, clerks, judges, volunteers, staff, entertainers, board members and fair-goers. Under no circumstance will privileges of a questionable nature or of a demoralizing tendency be considered or in any manner be tolerated. The FAIR reserves the right to cancel or refuse any application, booth, concession, and exhibit or display that is not in the best interest of the FAIR at any time.

PERMITTEE clearly understands that requests of any kind are not guaranteed by the FAIR and the FAIR is under absolutely no obligation; past or present, to comply with any request.

## *Booth Space*

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BOOTH SPACE and location is defined by the FAIR. Selection of BOOTH APPLICANT / PERMITTEE and allocation of BOOTH SPACE is at the sole discretion of the FAIR based on food/concession and/or product/service type; electrical/utility requirements; current and past behavior of applicant; as well as completed application, payment and insurance received by the appropriate dates.

**The FAIR reserves the right to locate any booth, concession, exhibit or display where it is in the best interest of the FAIR. Further, the PERMITTEE agrees to accept such space allotted.** PERMITTEE may request a location preference; however, PERMITTEE clearly understands request is not guaranteed by the FAIR.

## *Business Limits*

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The PERMITTEE shall not place fliers, posters; etc. within the fairgrounds outside of confines of PERMITTEES designated booth space. **NO SOLICITATION OUTSIDE OF DESIGNATED BOOTH SPACE.** (Does not apply to enrolled Fair Sponsors)

The retail value of foods and goods sold will be set at the discretion of the individual PERMITTEE (vendor) with consideration for the best interest of the FAIR. Further, Fremont Beverages, Inc. of Powell, Wyoming is the exclusive supplier of soft drinks and water served at the FAIR (per agreement).

## *Camping Permit*

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Camping is permitted in designated areas only. Camping facilities are limited with a certain number of spaces reserved but not guaranteed for BOOTH CONTRACT holders. PERMITTEE may request a camping permit, dry, electric only or full-hook up, to be issued at the discretion of the FAIR and upon receipt of CAMPING PERMIT fee. RV sites will not be available for food / storage or refrigerator trailers, as they are needed for camping.

## *Cancellation of Booth Space / Refunds*

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Vendors must provide written notice of cancellation. Any cancellation will automatically forfeit the deposit. Vendors cancelling on or after June 1 will forfeit all monies paid as of the date of cancellation.

Park County Fair is not responsible for loss of sales for any reason including but not limited to inclement weather, excessive noise from the carnival or other attractions on the grounds or booth placement.

Once the application is accepted and signed by the FAIR, THERE WILL BE ABSOLUTELY NO REFUNDS OF PAYMENT FOR CANCELLATION BY PERMITTEE, FOR CANCELLATION OR REMOVAL OF PERMITTEE BY THE FAIR DUE TO INAPPROPRIATE BEHAVIOR BY THE PERMITTEE OR INDIVIDUALS WORKING FOR OR WITH THE PERMITTEE. ABSOLUTELY NO REFUNDS WILL BE GRANTED.

## *Cardboard*

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Vendors/Concessionaires are required to take their own cardboard to the recycling trailer located in the garbage depot. Vendors/Concessionaires MUST break down boxes and place non-cardboard items in the proper waste receptables.

## *Cleaning Deposit*

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The Park County Fair reserves the right to keep all or part of any deposit value rendered upon inspection of the BOOTH SPACE cleaning. PERMITTEE assumes full responsibility for and agrees to pay for all costs of cleaning over and above the cost of the cleaning deposit at \$50 per man hour.

## *Cleanliness and Trash / Grease Disposal*

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All exhibitors, concessionaires and vendors are responsible for keeping their booth space neat and orderly. Throughout the day and especially at the end of the day, vendors will be required to clean their space and place all trash in the receptacles provided in the GARBAGE DEPOT. Fair staff will clean all aisle areas throughout the day and pick up patron's trash prior to the fair opening for the day. All vendor trash **must** be deposited in the large dumpsters found at the GARBAGE DEPOT located along the grandstand fence, northeast and around the corner from the Midway (see map). When the fair is over, it is expected that the booth space be vacated and left clean and FREE OF DEBRIS. Cleaning deposits will be forfeited for any vendor leaving garbage, cardboard, garbage bags, used oil or boxes.

The Park County Fair does not provide trash receptacles to individual vendor spaces. Receptacles placed along the Midway are intended for patron use **ONLY**.

Oil and grease **SHALL NOT** be deposited in trash containers or dumpsters. A grease bin is provided for oil and grease and is located between the grandstands and the beer gardens along the fence. The grease bin should not be removed from this location at any time. It is the responsibility of the vendor to take the grease to this location and properly dispose of it. Grease **must NOT** be dumped into the sanitary sewer line or the storm water system. A fine will be levied against any vendor who is discovered to have improperly disposed of grease. Vendors leaving grease behind in or near their booth for the Fair staff to dispose of will forfeit their cleaning deposit, may be assessed a fine, and may not be invited back next year.

Grey water must be dumped in the drains at the back of the grounds near the sheep barn. Violators will forfeit their cleaning deposit and may not be invited back next year.

The FAIR management will conduct inspection of all booth spaces prior to the opening of the Fair.

Every booth must be set up, ready and open for inspection by the Fair staff by 10:30 am on the first day of fair. You do not have to be present for the inspection. (*Commercial vendors inspection will occur on Thursday at 11 a.m.*)

Fair management will conduct an inspection at the end of the Fair on all booth spaces (generally by 6 am Sunday morning) as well as when booth is vacant. The intent of this inspection is to insure no physical damage was done to the space and no item, including cardboard, trash and grease, were left at the site.

## *Conduct*

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The PERMITTEE shall conduct the operation of the booth, concession, exhibit or display in a quiet and orderly manner at all times, and shall keep the space area neat, clean and free from rubbish. PERMITTEE agrees to refrain from engaging in behaviors questionable or disrespectful in nature or of a demoralizing tendency. If inappropriate behavior is found to be true by the FAIR or Park County Events Department, this contract will be considered null and void and PERMITTEE will be removed from the fairgrounds and will forfeit any fees paid to the FAIR. All PERMITTEES are subject to the Fair Code of Conduct as detailed in the annual fair premium book.

## *Electrical Needs*

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The FAIR will have someone on hand to assist with fairground infrastructure electrical issues at set-up. Electrical service available is 110 volt 20 amp and 220 volt 30 amp or 50 amp service. Electrical service is not guaranteed. If you are a food vendor with perishable food items, we **STRONGLY RECOMMEND YOU BRING A GENERATOR.**

The FAIR shall not be responsible to PERMITTEE for loss of time, inventory, revenue, etc. due to interruption, loss or lack of electricity, power or utility failure, weather, acts of God, etc. PERMITTEE shall comply with all requirements and standards of the FAIR's designated electrical inspector.

PERMITTEE is responsible for charges assessed by electrical inspector to address electrical issues created by PERMITTEE'S failure to comply with electrical requirements and standards as outlined by the electrical inspector. Electrical inspector fees, fines or charges must be paid at the time of service.

Please check your electrical cords and adaptors before coming to the Fair! It is your responsibility to have proper cords, connections and adapters. The inspector for the City of Powell will also be conducting inspections. Permittees shall comply with all requirements and standards of the electrical inspectors. Permittees are responsible for charges assessed by electrical inspector to address electrical issues created by permittee's failure to comply with electrical requirements and standards as outlined by the electrical inspector. Electrical inspector fees must be paid at the time of service

## *Entrance Passes & Parking*

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The FAIR agrees to furnish PERMITTEE with two (2) weekly admission passes and two (2) weekly parking permits to be included in VENDOR BOOTH fee. Should PERMITTEE require additional passes and/or permits, PERMITTEE may purchase passes and permits from the FAIR at an additional cost.

Exhibitors, Vendors and/or concessionaires will NOT be permitted to leave entrance passes in the Fair or Administration Office, ticket booths or box office for their employees or volunteers to pick up when they report to work the booth.

Vendors/Concessionaires agree that it is solely their responsibility for the custody, control and care of entrance passes provided by the FAIR to vendors and their employees.

Entrance and parking passes shall not be altered, duplicated or reproduced by any Exhibitor, Concessionaire, Vendor or their employees.

Entrance and parking passes are non-transferrable and shall not be given to persons not involved with vendor booths or those not working in your booth.

Parking is available through the 7<sup>th</sup> street gate in the gravel parking lot or through the 6<sup>th</sup> street gate in the grass. Overnight and storage truck and/or trailer parking is available. See application for pricing.

**Trailers are not permitted in the booth space unless they can fit within the marked area of your booth.**



## *Food/Concessions Vendors*

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Food vendors play a very important role in the Park County Fair – Without you our fair would not be as successful. We understand our customers want restaurant-quality food in fast food time, and that's what you provide. We encourage you to make your booths appealing to customers - bright and colorful during the day, and well-light during evening business hours.

**Please make sure you indicate on the APPLICATION the booth size that will allow you enough space for your trailer hitch, storage, prep area and garbage. If you have a 14' trailer with a 2' hitch, you will NOT FIT in a single booth space, which is 15'x15'.**

All trailers, stands and/or structures must be professional looking, in good repair, structurally sound, neat in appearance and meet current City Fire Codes. Disability access must also be considered.

### **PREP AREAS, STORAGE, GARBAGE & GREASE MUST BE CONCEALED.**

It is the PERMITTEE'S responsibility to determine what to charge for products and services. The FAIR SUGGESTS the average price point for a meal be \$7 - \$8. People tend to buy more if the price point is in this range.

As you are aware, food moves so quickly during the fair, that food safety is rarely an issue. If there is an issue with food safety, it usually happens on opening day when there aren't as many people on the grounds and food isn't moving as quickly. Please plan accordingly. Smoking, eating, and drinking is prohibited in the preparation or serving areas.

We encourage food vendors to have large, legible, lighted signs with every item and price listed. Signs should be placed high so people in line can read them. As you are aware, many people make the decision of what to order before they get to your window. **HANDWRITTEN SIGNS ARE NOT PERMITTED** – however, whiteboard or chalk board pricing signage is okay to use.

Condiment areas need to be very clean and well-serviced.

The queue line to your booth must be managed to allow for foot traffic. Invite your customers to create a serpentine line in front of your booth / trailer to avoid blocking traffic. Consider portable barriers to help your customers form a serpentine line in front of your booth.

J & S Ice provides ice for the vendors at the Park County Fair. If other arrangements have not been made, you may obtain ice by visiting the North Fair Office located on the northeast corner of Homesteader Hall.

All full service booths or mobile food units must meet the requirements of the Wyoming Food Service Regulation set forth by the State of Wyoming, Department of Agriculture Consumer Health Services Inspector. The Health Services Inspector may impose additional requirements to protect against health hazard related to the conduct of the food service establishment, may prohibit the sale of some or all potentially hazardous foods.

Please accept Park County Fair and Jr. Livestock Sale meal tickets from our superintendents, clerks, judges, employees, buyers and prize winners. The value of each ticket is \$8.00. If their purchase is less than the full amount, please give the change back to the individual. The Park County Fair will reimburse you the FULL \$8.00.

## *Freight*

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All deliveries will need to be correctly labeled to ensure that deliveries arrive as expected. Park County Fair and/or Park County Events Department cannot be held accountable for deliveries that are received and improperly labeled. The FAIR is not responsible for loss or damage to items shipped by or to the PERMITTEE. All packages should be labeled as follows:

Your Business/Booth Name  
 c/o Park County Fairgrounds  
 655 East 5<sup>th</sup> Street  
 Powell, WY 82435

Any shipment that is on a pallet and is required to be unloaded from the delivery truck with a forklift will be assessed a \$50 charge. Forklift availability is NOT guaranteed. Vendors are responsible for their own unloading and loading. The FAIR is not responsible for delivery of any C.O.D. packages.

No merchandise, display materials, boxes, crates, equipment, etc., will be allowed to be stored on Park County Fairgrounds property other than inside the vendor’s booth space or personal vehicle(s). Vendors are responsible for storage of their own inventory, packaging, equipment, etc. Any items left for any extended period of time will be discarded.

## *Governmental Immunity & Indemnification*

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Park County and the FAIR does not waive governmental immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-101 through 121 and all other applicable law, state or otherwise, and any amendments thereto.

PERMITTEE shall indemnify and save harmless Park County and the FAIR, its officers, employees and volunteers from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property, on account of the operations of said PERMITTEE, or because of any act or omission, neglect, or misconduct by PERMITTEE arising out of said Agreement.

## *Hours*

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All vendors/concessionaires are required to open to the public at these times:

Product / Exhibit / Display Booths	
Tuesday	11 am to 9 pm
Wednesday	11 am to 9 pm
Thursday	11 am to 9 pm
Friday	11 am to 9 pm*
Saturday	11 am to 9 pm*

Food/Outdoor-Midway Hours	
Tuesday	11 am to 10 pm
Wednesday	11 am to 10 pm
Thursday	11 am to 10 pm
Friday	11 am to 11 pm*
Saturday	11 am to 11 pm*

\*we recommend staying open until midnight on Friday & Saturday nights.

## PARK COUNTY FAIR VENDOR HANDBOOK

Admissions gates to the Fair open earlier to allow admittance for livestock exhibitors, attractions and setup. Although food vendors are not required to be open until the times listed above, fair staff, carnival staff, 4-H & FFA exhibitors will be on the grounds earlier.

With NO EXCEPTIONS the Food/Concession and Product Vendor BOOTH must be manned and maintained in working order for the full term of this permit and open for business per the above time schedule. The Exhibit/Display/Political BOOTH does not have to be manned constantly, as long as the booth space remains neat and orderly, is maintained in working order for the full term of this permit, and is open for business per the following time schedule.

All BOOTHS MUST BE CLEAN and STOCKED by 11:00 AM DAILY; after that time, vehicles are not allowed on the fairgrounds beyond designated parking areas. Motor vehicle restrictions do not apply to emergency personnel or to authorized FAIR staff.

### *Insurance*

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It is MANDATORY that all FOOD/CONCESSION and PRODUCT VENDORS participating in the Park County Fair obtain, at the PERMITTEES expense, and provide the FAIR with a proof of liability insurance certificate, from a company licensed to do business in Wyoming, with the terms of coverage to include move-in and move-out dates and evidencing a minimum of \$500,000.00 liability coverage and \$100,000.00 property damage coverage. All food vendors are required to provide proof of product liability insurance as well.

**This policy MUST \*\*NOT\*\* NAME Park County, the Park County Events Department, or the Park County Fair as additional insured.**

The insurance certificate holder is: Park County Fair, 655 East 5th Street, Powell, Wyoming 82435.

THIS AGREEMENT IS NOT COMPLETE UNTIL PROOF OF LIABILITY INSURANCE CERTIFICATE IS ON FILE WITH THE FAIR OFFICE by July 1, 2021.

This Vendor Booth Application is due to the FAIR office by Friday, May 15, 2021, however, the proof of liability insurance certificate is not due to the FAIR office until July 1, 2021, so that PERMITTEES may be approved / denied before having to provide proof of insurance.

If a vendor is approved but proof of liability insurance certificate is not received by July 1, 2021, the vendor may not be allowed to participate in the Park County Fair.

### *Interpretation*

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The FAIR reserves the sole and final right to interpret policies, rules and guidelines and to settle and determine all matters, questions or difference with regards to the fair. The FAIR also reserves the right to add to or amend policies, rules and guidelines as needed.

## *Motorized Vehicles*

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As a reminder, it is policy of the Park County Fair that ***no motorized vehicles are allowed in the Midway area between the hours of 11 am and 12 midnight.*** Children under 16 years of age are not allowed to drive ATV's, etc. on the fairgrounds. These policies will be enforced in consideration of safety. As always, emergency vehicles and official Fair vehicles are exempt.

## *Payment*

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Payment shall be made in full to the Park County Fair on or before **May 15<sup>th</sup>** of the fair year for which application is rendered. If payment is not made as mentioned, the FAIR shall consider this application null and void and booth space may be granted to another applicant by the FAIR. **Once the application is accepted and signed by the FAIR, THERE WILL BE ABSOLUTELY NO REFUNDS OF PAYMENT FOR CANCELLATION BY PERMITTEE.**

Payment may be processed via cash, check or credit card (additional fees apply). All payments regardless of method must be received by due date listed on the application to avoid cancellation.

## *Restrictions*

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In the interest of promoting the health, safety and welfare of persons on the premises of the Park County Fair, the following will not be allowed to be produced, manufactured, dispensed, advertised or possessed on premise: (a) controlled substances or drug paraphernalia each defined by the Wyoming Controlled Substances Act of 1971, (b) Any items prohibited by State and Federal laws.

The FAIR will not permit the sale or display of obscene or vulgar materials and reserves the right to remove from the grounds any product, exhibit, sign or advertising which is not in harmony with the overall goals and objectives of the Park County Fair.

No loud speaker, amplifier or sound device shall be used in the exhibit space without prior approval of the Park County Fair management. Excessive noise from any source, including televisions, stereos, organs, saws, microphones, motors, etc., will not be allowed unless preapproved by management staff. No live music is allowed in any booth.

Under no circumstances shall an exhibitor/vendor change the contents of their booth space or services offered without written permission from the FAIR management once approved. If it is found that a vendor has changed space contents or services as indicated on the booth application, the original intent of the booth must be restored or vendor will be removed.

No vendor space is to be shared without prior permission from the FAIR management.

Vendors are advised that providing derogatory information regarding another vendor is prohibited.

Laws of the city of Powell, Park County and State of Wyoming must be strictly adhered to, including the City Fire Code. It is the responsibility of the vendor to acquire any professional licenses which may be required in the regular course of doing business in Wyoming. 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.

## *Right of Renewal / Application Process*

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Invitations to renew for the upcoming Park County Fair will be emailed to those exhibitors, vendors and concessionaires who participated in the previous year's fair only and who are in good standing with the fair.

Depending on the layout, vendors may request the same space they occupied the previous year. The FAIR reserves the right to change the layout of the commercial building, outdoor exhibit, political candidate booths and food vendors. Any vendor not returning their contract by 5:00 pm MST on May 15, 2021 or having it postmarked by May 15<sup>th</sup> will forfeit the space they held in the previous fair.

To be considered as a new food vendor, you are required to submit references from other fairs/events, pictures of your trailer/tent (including all sides and storage), your menu and pricing, and a completed application.

Locations will be assigned, in part, based on the products and services listed on the application. Every effort will be made to assign you the requested location, however, the FAIR reserves the right to assign locations to avoid conflicts with vendors displaying or selling the same type of product nearby.

## *Safety*

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All vendor booth areas must be free of trip hazards, and other issues that may present a safety hazard to staff, volunteers or the public. Cords must be properly covered or taped to the floor with PAINTERS TAPE and inside a cord protector on the ground. All food vendors are strongly encouraged to complete the Serve Safe certification and follow HAACP principles.

If a grease fryer is utilized by any PERMITTEE, the PERMITTEE **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 and must comply with permit requirements of the State of Wyoming, Department of Agriculture Consumer Health Services Inspector. All disposal of food or waste discharge must be performed in accordance with current Health Standards.** Any PERMITTEE found to be in breach of this section will be removed from the Fairgrounds and will forfeit any fees paid to the FAIR.

## *Set Up & Release Times*

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Booth may be set up beginning at 8 am Monday morning of the week of fair. The PERMITTEE agrees to have BOOTH in place and ready for business and to show no later than **11:00 AM on Tuesday of the week of Fair** and BOOTH will remain in working order until release time of **6:00 AM on the following Sunday**. Vendor locations are color coded for designated times of arrival on the vendor location map. We request you arrive at your designated setup time to ensure there is proper time and space to set up. We want to avoid difficulty and possible damage to your booth / trailer, by asking vendors in the middle of a row to arrive first, and those on the ends of a row to arrive later. Please contact us if you have scheduling challenges with your arrival time. Vendor location maps will be available prior to July 15<sup>th</sup>.

Each morning of the fair, the grounds will be open at 7 am for vendors to stock their booths. Vehicles are allowed onto the midway between 7 am and 11 am each day, but **MUST** be removed before 11 am.

### *Supplies*

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The FAIR does not furnish any supplies (water, ice, extension cords, cleaning supplies, etc.) nor does the fair furnish access to kitchen space.

### *Termination*

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The FAIR reserves the right to terminate this agreement at any time with or without cause.

### *Unlawful or Dangerous Activity*

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PERMITTEE 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. PERMITTEE shall immediately, upon notification of any unlawful, disreputable or ultra-hazardous use, or nuisance, take action to halt such activity.

### *Weather*

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The FAIR is not responsible for the weather and other acts of God. It is the responsibility of the PERMITTEE to plan ahead and make preparations in the event of wind, rain, hail, other inclement weather, etc.

### *Wyoming Sales Tax*

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PERMITTEE is responsible for compliance and collection, reporting and paying Wyoming Sales Tax. For questions regarding Wyoming Sale Tax, contact the Wyoming Department of Revenue.