

CRAFTS!

SHOP
NOW

VENDORS

2022 Park County Fair

**COMMERCIAL VENDOR
APPLICATION PACKET**

- July 28-30, 2022 -



2022 COMMERCIAL VENDOR APPLICATION

JULY 27-July 30, 2022

655 East 5th Street
Powell, Wyoming 82435
Phone: 307.754.8855 / Fax: 307.754.5947
fairoffice@parkcounty.us
www.parkcountyeventsandfair.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 ("the FAIR") by "PERMITTEE" (Please complete the section below.)

**Business / Company Name*

**Business / Company Contact Name*

**Mailing Address*

**Contact Telephone*

**City*

**State*

**Zip*

**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:

**Product or Exhibit/Display.*

10 x 10 Inside Booth \$75

* TABLE & CHAIRS FURNISHED BY THE FAIR
Late \$93.75

20 x 10 Inside Double Booth \$150

* TABLE & CHAIRS FURNISHED BY THE FAIR
Late \$187.50

110 v 20 amp ELECTRICAL \$10

**Late Fee:
Additional 25% Booth Fee**

TOTAL FEES: \$

Commercial Vendors may begin to set up at 6 pm Wednesday, July 27, 2022. Set up is also available on Thursday morning beginning at 7 am. The BOOTH must be in place and ready for business no later than 11:00 AM on Thursday, July 28, 2022. BOOTH will remain in working order until release time of 10:00 PM on Saturday, July 30, 2022. All booths MUST be torn down by 10 am on Sunday, July 31, 2022.

****By affixing signature below, PERMITTEE acknowledges they have read, understand and agree to all terms and conditions set forth herein, and are an authorized signor.****

Park County Authorized Signature

**Business/Company's Authorized Signature*

Date

Date

Please return completed & signed application and payment to:
Park County Fair 655 E 5th Street, Powell, WY 82435
Or Fax To: 307-754-5947

Office Use:

Date Received:		ACCEPTED: <input type="checkbox"/>	REJECTED: <input type="checkbox"/>
----------------	--	------------------------------------	------------------------------------

PARK COUNTY FAIR

COMMERCIAL VENDOR HANDBOOK

Event Policies, Rules and Regulations

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

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

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.

Assignment

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.

Booth Application

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

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

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).

Cancellation of Booth Space / Refunds

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

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.

Conduct

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. Children should be in booth area for limited time only. Children are not to stay in the booth for extended periods of time. 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

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 in Homesteader Hall for vendors needing electricity. Additional fee required. Electrical service is not guaranteed.

Entrance Passes & Parking

The FAIR agrees to furnish PERMITTEE with two (2) vendor admission passes and one (1) vendor 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 7th street gate in the gravel parking lot or through the 6th street gate in the grass. Overnight and storage truck and/or trailer parking is available. See application for pricing.

Governmental Immunity & Indemnification

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

Commercial Vendors Hours of Operation:

Product / Commercial Vendor Booths	
Thursday	11 am to 9 pm
Friday	11 am to 9 pm
Saturday	11 am to 10 pm

With NO EXCEPTIONS the Product/Commercial 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.

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.

Interpretation

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

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

Payment shall be made in full to the Park County Fair on or before **May 31st** 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

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. Children should be in vendor booth for extended periods of time.

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

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 15th will forfeit the space they held in the previous fair.

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

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.

Set Up & Release Times

Vendor may set up beginning at 6 pm Wednesday evening of the week of fair. Vendors may also set up on Thursday morning beginning at 7 am. Please enter the grounds through the 6th Street Gate for booth set up. The PERMITTEE agrees to have BOOTH in place and ready for business no later than **11:00 AM on Thursday of the week of Fair** and BOOTH will remain in working order until release time of **10:00 PM on Saturday of the week of Fair. All booths MUST be torn down by 10 am on Sunday of the following week.** Vendor location maps will be available prior to July 15th.

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

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

Termination

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

Unlawful or Dangerous Activity

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.

Wyoming Sales Tax

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.