Blount County, AL Fair

2024 Daily Food Truck Agreement

This agreement is made and entered into the date last affixed, by and between the Blount County Commission and Blount County Fair Board hereinafter referred to as "BCF", and

Individual Name	Business/Firm Name		
Mailing Address	Contact Telephone Number		
City, State, Zip	On-Site Telephone (Cell)		
Email Address			

Hereinafter referred to as the "PERMITEE"

WITNESSETH:

That in consideration of the mutual agreement herein contained, BCF hereby grants, subject to conditions herein mentioned to the PERMITEE a permit to use and occupy booth space (BOOTH) as indicated on this license at the Blount County Multipurpose Complex for no other purpose whatsoever than that described here:

*Please select the days of the week that you are interested in participating in the fair. We will make every effort to accommodate your date requests, but no guarantee is made. You will be notified by August 1, 2024, as to what dates you have been selected for.

Completed form and fees must be submitted together. Proof of Liability Insurance, Health Department Permits and Serv Safe Certification, if applicable is due by September 1, 2024.

Please select which part(s) of the Blount County Fair you would like to attend: NOTE: Food Vendors are required to be open the entire time that the Fair gates are open.

- \$150- Wednesday, September 25th, 2024- Gates open at 5 p.m., Gates close at 10 p.m.
- \$150- Thursday, September 26th, 2024- Gates open at 5 p.m., Gates close at 10 p.m.
- \$250- Friday, September 27th, 2024- Gates open at 5 p.m., Gates close at Midnight.
- \$350- Saturday, September 28th, 2024- Gates open at 11 a.m., Gates close at Midnight.
- \$250- Sunday, September 29th, 2024- Gates open at 12 p.m., Gates close at 10 p.m.

*No deposits will be collected. All funds collected are applied to the full rental rate. If you cancel within 30 days of the event, no refunds will be made.

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Please describe your Food/Concession. Food Concessionaires **MUST** submit a menu listing with pricing on a separate sheet.

Please provide the following information about your food truck/trailer. This information allows us to best meet vendor needs.

Our vehicle is:

----- ft. long

-----ft. wide

Our serving window is located on the (please mark all that apply if you have more than one serving window):

----- Driver Side Front

----- Passenger Side Front

----- Driver Side Rear

----- Passenger Side Rear

----- Other (please

specify):_____

For Office Use Only	Vendor Space	
Date Received	 Dates selected:	
Insurance Certificate	 	
Serv Safe Certificate \$	 	
Recv'd	 -	
Paid		
Check Number		
Cash		
BCF Staff Approval	Total Due	\$

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. RUN TIMES: The PERMITEE agrees they have been given a copy of the dates and times and agree to the hours the CONCESSIONS must be in place and operational. With NO EXCEPTIONS the CONCESSIONS must be manned and maintained in working order for the full term of this contract and open for business per the agreed upon time schedule. If the booth is not open during the specified hours, you will be asked to leave and your rental fee with be retained. Please initial the following to verify that you understand the hours that you must be open and operational: -I have read and understand the dates, times, and hours that I agreed my concessions must by operational ______

2. PAYMENT: Payment will be made in full to Blount County Commission/BCF when turning in the application. If payment is not made as mentioned, the BCF will consider this agreement null and void and said reserved space will then be open for other reservations.

3. BOOTH SPACE LOCATION: It is expressly understood by both parties that space and space location is allocated at the sole discretion of BCF. BCF reserves the right to locate any booth, concession, exhibit or display where it is in the best interest of BCF. BCF reserves the right to cancel or refuse any booth, concession, exhibit or display that is not in the best interest of BCF at any time. PERMITEE may request a location preference; however, PERMITEE clearly understands request is not guaranteed by BCF. Further, the PERMITEE agrees to accept such space allotted to be the best space possible considering the date of agreement and type of Concession/Exhibit. BCF will grant only such privileges as are required to supply the necessary wants of the people, or add to their comfort, convenience, and pleasure. Under no circumstance will privileges of a questionable nature or of a demoralizing tendency be considered or in any manner be tolerated upon the fairgrounds.

4. INSURANCE REQUIREMENTS: All PERMITEES shall maintain Insurance Requirements at their own expense for duration of Vendor Agreement, including move-in and move-out dates, to cover activities of PERMITEE and its guests, agents, representatives, employees, or subcontractors. THIS AGREEMENT IS NOT COMPLETE and NO SPACE WILL BE ASSIGNED UNTIL CERTIFICATE OF INSURANCE IS ON FILE WITH BCF OFFICE.

5. PERMITS: All FOOD/CONCESSION VENDORS participating in the Blount County Fair are responsible for all permits and inspections required by the City, County and the State of Alabama. A copy of all requirements must be submitted with this contract for this agreement to be complete.

6. FAIR MEAL TICKETS/VOUCHERS: The BCF provides meal tickets/vouchers for the employees, superintendents, and other volunteers on the fairgrounds. All tickets/vouchers and an itemized bill are to be submitted to the Fair Committee by October 1 of current fair year for reimbursement. Vendors selling food are required to submit 2 (two) meal options with this contract. See attachment VENDOR MEAL VOUCHER REQUIREMENTS for details. VENDOR MEAL VOUCHER REQUIREMENTS do not apply to vendors who do not sell meal items or for vendors who only sell items such as cotton candy, slushes, ice cream etc. The BCF reserves the right to approve or disapprove of meal options submitted.

7. BUSINESS LIMITS: The PERMITEE shall not engage in any other business within the fairgrounds except that listed on application and agrees to confine all transactions to the reserved space. The PERMITEE shall not place fliers, poster; etc. within the fairgrounds outside of confines of PERMITEES designated booth space. NO CAMPAIGNING OR SOLICITATION OUTSIDE OF DESIGNATED BOOTH SPACE.

8. CONDUCT: The PERMITEE shall conduct the operation of concession in a quiet and orderly manner at all times, and shall keep the exhibit area neat, clean, and free from debris. PERMITEE agrees to refrain from engaging in behaviors questionable in nature or of a demoralizing tendency. If behavior is found to be true by the BCF, this contract will be considered void and PERMITEE will be removed from the fairgrounds and will forfeit any fees paid to the BCF.

9. UNLAWFUL OR DANGEROUS ACTIVITY: PERMITEE 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. PERMITEE shall immediately, upon notification of any unlawful, disreputable or ultra-hazardous use, or nuisance, take action to halt such activity.

10. SAFETY: If a grease fryer is utilized by any PERMITEE, the PERMITEE 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 State Health Examiner. All disposal of food or waste discharge must be performed in accordance with current Health Standards. Any PERMITEE found to be in breach will be removed from the Fairgrounds and will forfeit any fees paid to BCF.

11. SHIPMENTS: BCF is not responsible for loss of or damage to items shipped by PERMITEE to the BCF.

- 12. ASSIGNMENT: This agreement may not be assigned, transferred or shared with any other person or firm.
- 13. TERMINATION: The BCF reserves the right to terminate this agreement at any time without cause.

All City, County, and State permits and licenses if applicable are the responsibility of the Permitee.

The undersigned agrees to the terms and conditions set forth.

Vendor-Authorized Signature

Blount County Fair Committee Member

Date

Date

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VENDOR MEAL VOUCHER REQUIREMENTS

MEAL VOUCHERS do not apply to vendors who do not sell meal items or for vendors who only sell cotton candy, slushes, ice cream, etc.

• Vendors must submit two (2) meal options for meal ticket holders to choose from.

Examples:

Meal Option 1: Burger, Fries & Drink

Or

Meal Option 2: Pulled Pork, Chips & Drink

• Meal vouchers will be issued to employees, superintendents, volunteers, and special guests, such as show judges, to purchase (1) one of the (2) two options.

• The two (2) options must be clearly posted for voucher holders to see.

• These two (2) options must be available for the duration of your Fair stay.

• No other items may be purchased with this meal ticket. Only the meal options. No substitutions allowed without Fair Board approval.

• Any items purchased other than meal options must be paid for by the patron.

• All items in the meal option must be given to the meal ticket holder.

· Both meal options will be reimbursed for the same amount.

• Each voucher submitted will be reimbursed for \$15.00 (fifteen dollars).

• All meal vouchers must be fully completed to receive reimbursement. This includes filling out ALL information on the voucher and the signature. Vouchers that are not completed, will not be reimbursed.

• All meal vouchers must be submitted for reimbursement by October 1st of current fair year.

• Meal tickets submitted after October 1st of current fair year will not be reimbursed.

• This form must be submitted with fee, contract, & certificate of insurance. By signing below, vendor agrees to the terms and conditions stated above regarding meal vouchers.

Vendor (Print):___

Vendor Signature:____

MEAL OPTIONS SUMBITTED BY VENDOR

Option 1

Option 2

Please submit your completed Agreement to:

Blount County Extension Office c/o Amy Burgess- burgeap@auburn.edu or (205) 274-2129.

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