



655 East 5th Street / P O Box 702
 Powell, Wyoming 82435
 Phone: 307.754.5421
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COMMERCIAL BOOTH CONTRACT

This agreement is made and entered into the date last affixed, by and between the BOARD OF TRUSTEES OF THE PARK COUNTY FAIR ASSOCIATION, INC.; a non-profit Wyoming corporation hereinafter referred to as "the FAIR", and **(Please complete the section below.)**

BUSINESS/FIRM NAME	BUSINESS/FIRM CONTACT NAME
MAILING ADDRESS	CONTACT TELEPHONE
CITY STATE ZIP	CONTACT E-MAIL ADDRESS
	ON-SITE TELEPHONE (CELLULAR)

hereinafter referred to as the "PERMITEE".

WITNESSETH:

That in consideration of the mutual agreement herein contained, the FAIR 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 Park County Fairgrounds for a five (5) day period commencing **JULY 26, 2011** and terminating **JULY 30, 2011**, for no other purpose whatsoever than that described here:

Please describe your Food/Concession, Product or Exhibit/Display. Food concessionaires may submit a menu listing on a separate sheet.

Please select the appropriate booth type and space options for your Concession, Product or Exhibit/Display below.

<input type="checkbox"/> FOOD/CONCESSION <input type="checkbox"/> SINGLE BOOTH (8 X 10 FT) = \$200.00 <input type="checkbox"/> DOUBLE BOOTH (8 X 20 FT) = \$250.00 <input type="checkbox"/> OTHER _____ <small>(Please State Size. Price TBD)</small>	<input type="checkbox"/> PRODUCT VENDOR <input type="checkbox"/> SINGLE BOOTH (8 X 10 FT) = \$125.00 <input type="checkbox"/> DOUBLE BOOTH (8 X 20 FT) = \$175.00 <input type="checkbox"/> OTHER _____ <small>(Please State Size. Price TBD)</small>	<input type="checkbox"/> EXHIBIT/DISPLAY <input type="checkbox"/> SINGLE BOOTH (8 X 10 FT) = \$125.00 <input type="checkbox"/> DOUBLE BOOTH (8 X 20 FT) = \$175.00 <input type="checkbox"/> OTHER _____ <small>(Please State Size. Price TBD)</small>
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Did you participate in our fair last year? No Yes If yes, where was your booth located? INSIDE OUTSIDE GRANDSTAND

Please select your requested space location below. Fair management reserves the right to assign the location that best suits the FAIR and its patrons.

<input type="checkbox"/> INSIDE/MULTI-PURPOSE SPACE <small>* TABLE & CHAIRS FURNISHED BY THE FAIR</small>	<input type="checkbox"/> GRANDSTAND SPACE <small>*NO TABLES OR CHAIRS FURNISHED</small> <input type="checkbox"/> INSIDE <input type="checkbox"/> OUTER PERIMETER	<input type="checkbox"/> OUTSIDE SPACE <small>*NO TABLES OR CHAIRS FURNISHED</small> Do you have a trailer/booth to set up in this space? <input type="checkbox"/> No <input type="checkbox"/> Yes _____ <small>(Size/Dimensions)</small>
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Please indicate any special requests below.
Such as Outside Wall, Center Section or Corner Space. Requests are considered but not guaranteed.

Please indicate your electrical and other fuel requirements below.

<input type="checkbox"/> 110 v ELECTRICAL HOOK-UP =Included <small>The FAIR will furnish one 110 volt outlet to each BOOTH at no additional charge.</small>	<input type="checkbox"/> 220 v ELECTRICAL HOOK-UP = \$50.00	<input type="checkbox"/> BOOTH USES GAS/PROPANE <small>Gas/Propane is NOT furnished by the FAIR. BOOTHS utilizing gas/propane must be located OUTSIDE.</small>
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Please indicate your camping requirements below.

<input type="checkbox"/> FULL-HOOKUP FOR 5 DAYS = \$150.00 <small>(Trailer Size/Dimensions)</small>	<input type="checkbox"/> DRY CAMP FOR 5 DAYS = \$125.00 <input type="checkbox"/> Tent <input type="checkbox"/> Trailer _____ <small>(Trailer Size/Dimensions)</small>	<input type="checkbox"/> NO CAMPING SPACE REQUESTED
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Office Use:

Date Received:	Wkly Pass #s:	Camp Permit #:
Ins Cert Required: <input type="checkbox"/> Ins Cert Recv'd: <input type="checkbox"/>	Wkly Park #s:	Payment Amount: \$

TOTAL FEES DUE: \$ _____

The parties agree to the following terms and conditions:

1. ADMISSION PASSES AND PARKING PERMITS:

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

2. DISPLAY TIMES:

The PERMITEE agrees to have BOOTH in place and ready for business and to show no later than **11:00 AM on Tuesday, July 26, 2011** and Booth will remain in working order until release time of **6:00 AM on Sunday, July 31, 2011**. With NO EXCEPTIONS the BOOTH must be manned and maintained in working order for the full term of this permit and open for business/ showing per the following time schedule:

Exhibit/Display Booths: 11:00 AM to 9:00 PM Daily – July 26 – 30, 2011
Food/Concession and Product/Vendor Booths: 11:00 AM to 10:00 PM Daily – July 26 – 30, 2011

The BOOTH **MUST BE STOCKED by 11:00 AM**; after which time vehicles are not allowed on the fairgrounds beyond designated parking areas.

3. PAYMENT:

Payment will be made in full to the Park County Fair Association on or before June 1, 2011 to reserve booth space. If payment is not made as mentioned, the FAIR will consider this agreement null and void and said reserved booth space will then be open for other reservations by the FAIR. **THERE WILL BE NO REFUNDS OF THIS PAYMENT.**

4. BOOTH SPACE LOCATION:

It is expressly understood by both parties that space and space location is allocated at the sole discretion of the FAIR. The FAIR reserves the right to locate any booth, concession, exhibit or display where it is in the best interest of the FAIR. The FAIR reserves the right to cancel or refuse any booth, concession, exhibit or display that is not in the best interest of the FAIR at any time. PERMITEE may request a location preference; however, PERMITEE clearly understands request is not guaranteed by the FAIR. 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. 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. Under no circumstance will privileges of the questionable nature or of a demoralizing tendency be considered or in any manner be tolerated upon the fairgrounds.

5. INSURANCE:

It is **MANDATORY** that all **FOOD/CONCESSION** and **PRODUCT VENDORS** participating in the Park County Fair obtain at the PERMITEES expense, in companies permitted to do business in the State of Wyoming, and provide the FAIR with an insurance certificate which names the Park County Fair Association as additional insured with the terms of coverage to include move-in and move-out dates and evidencing a minimum of **\$300,000.00 liability** coverage and **\$100,000.00 property** damage coverage at least thirty (30) days prior to the event. This policy must also cover damage to the premises and property assigned to or used by the PERMITEE, damage due to fire not included. **THIS AGREEMENT IS NOT COMPLETE UNTIL CERTIFICATE OF INSURANCE IS ON FILE WITH THE FAIR OFFICE.**

6. 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, posters; etc within the fairgrounds outside of confines of PERMITEES designated booth space. **NO SOLICITATION OUTSIDE OF DESIGNATED BOOTH SPACE.**

7. CONDUCT:

The PERMITEE shall conduct the operation of the booth, concession, exhibit or display in a quiet and orderly manner at all times, and shall keep the exhibit area neat, clean and free from rubbish. 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 FAIR, this contract will be considered void and PERMITEE will be removed from the fairgrounds and will forfeit any fees paid to the FAIR.

8. 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.

9. 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 the FAIR.

10. SHIPMENTS:

The FAIR is not responsible for loss of or damage to items shipped by PERMITEE to the FAIR.

11. INDEMNITY:

The PERMITEE shall release, indemnify, and hold harmless the FAIR, Park County, Wyoming and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of this agreement or use and occupancy of the premises, parking lot and the FAIR's equipment.

12. SOVEREIGN IMMUNITY:

Park County, Wyoming and the FAIR do not waive sovereign immunity by entering into this agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute §1-39-104(a) and all other state law.

13. LAWS:

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.

14. ASSIGNMENT:

This agreement may not be assigned, transferred or shared with any other person or firm.

15. TERMINATION:

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

The undersigned agrees to the terms and conditions set forth.

Firm's Authorized Signature

Date

Park County Fair

Date