

Date Paid: Amount: Payment Type: Cash Check Credit/Debit Check # Received by:

# Food Vendor Application October 11, 2024

Please print clearly:	
Business Name:	
Applicant Name:	
Mailing Address:	
City:State: _	Zip:
Primary Phone:	Secondary Phone:
Email:	
Website:	
Were you a vendor for the 2023 Butler County	Fair? Yes No

## **General Butler County Fair Rules, Regulations and Specifications for Vendors**

- 1. Applications will be accepted immediately. Applications will not be accepted after September 20, 2024.
- 2. Payment must be included with application to reserve space(s). Space will NOT be reserved without payment in full.
- 3. Vendor space is assigned on a first-come first-served basis. The Fair Board will make every effort to assign vendors to their preferred location; however, we reserve the right to place vendors where space is available.
- 4. Returning vendors have until August 5, 2024, to reserve their preferred location; however, BCFB reserves the right to place vendors where space is available.
- 5. All food vendors must submit a detailed and complete menu of food and drink items including pricing with this application. Only the products and prices specified in the application will be allowed to be represented and/or sold at your booth during the event. No beverages shall be sold in glass containers.
- 6. All vendors will comply with all applicable health requirements, as well as apply for an official Butler County Health Dept. Temporary Vending Permit to operate as a food vendor. These permits will be issued upon inspection prior to the opening of the fair.
- 7. Space requires a simple overhead covering (umbrella, tarp, etc.) soap and water for hand washing and wearing of disposable gloves if hands come in contact with food when serving. A fire extinguisher must be in any food vendors area where food is cooked, candles are lit, or any other burning or smoking items are present.
- 8. Tent, tables and direct limited water hook-ups are not provided. All food tents must be fire retardant.
- 9. The vendor must provide a certificate of liability insurance in the amount of no less than \$2,000,000.00 effective October 11, 2024, listing Butler County Fair Board as an additional insured party with the application. Vendor agrees to indemnify BCFB from and against any and all expenses, claims, actions, liabilities, attorney's fees, damages and losses of any kind whatsoever during the event.
- 10. This is an outdoor event at Ray Clinton Park which may have sloped or uneven grounds. This event has a rain date of October 12, 2024. Vendors are responsible for their own booth's rain protection and are expected to secure their own booth. If weather becomes too severe; the Fair Board Director will make the final decision. NO REFUNDS will be given for any reason.

- 11. BCFB reserves the final and absolute right to interpret rules and regulations and settle and determine all matters, questions or differences in regard thereto, or otherwise arising out of, connected with or incidental to the Butler County Fair.
- 12. Vendors are responsible for the collection and reporting of sales tax on all transactions.
- 13. Vendors MUST dispose of trash in the dumpsters provided during the event and prior to leaving the event. The lined trash cans that are placed around the festival are for Butler County Fair patrons and customers only.
- 14. Generators must have prior approval.

Food Vendor Fees: \$50

Number of booths: \_\_\_\_\_

\*\*Subleasing of all or any of the assigned space by the vendor is prohibited. Vendor cannot permit another party to exhibit, promote, or take orders in the space for any services or times not described in this contract.

#### Electrical:

- 1. All extension cords shall be a minimum of 12 gauge and UL rated for outdoor and wet locations. All cords will be surge protected with a breaker reset and rated UL for outdoor and wet locations. Multi-cube block cords will NOT be allowed.
- 2. Please note that every vendor is responsible for covering all cables and wires with mats or covers. Any and all cable or wiring running into your booth must be covered at all times. Extension cords, splitters, etc. will NOT be provided.
- 3. All electrical connections to trailers shall meet the NE 2005 edition, article 551-recreational vehicles and trailers. Each trailer will be inspected for electrical violations. Exterior lighting and lighted signs shall be UL rated for outdoor use.

### Agreement

#### Set up and Break Down Information:

- Set up begins on Friday, October 11, 2024, at noon. (need to be ready for inspection by 2pm).
- Breakdown will begin Friday, October 11, 2024, after the Rodeo (est. 10 p.m.)
- If you need more time to set up let us know. We can meet Thursday afternoon or earlier Friday morning.

#### Contract:

BCFB reserves the right to terminate the vendor contract at any time and reserves the right to cancel any vendor during the event for non-compliance of fair rules. By submitting this signed form, the vendor waives BCFB, City of Poplar Bluff, its officers, their agent, their assigns, their employees and event volunteers, sponsors, and fellow participants from any liability due to personal injury, all risk of property (lost, stolen or damaged), as well as any bodily injury or death that might occur in connection to the event. BCFB will not be responsible for accidents, damages, or theft during the event. Vendor must comply with any and all statutes and ordinances of the State, County, City, and other governing authorities; rules and regulations which might apply, including but not limited to, rules and regulations affecting gambling, health and sanitation, building and electrical construction and maintenance, and fire safety. Any violation of these rules, regulations, statutes and /or ordinances shall result in immediate forfeiture of all rights of participation in the fair. Vendors may not sell raffle tickets or circulate petitions for signature without prior approval. No refunds will be given for inclement weather.

Signature:

Date:

(By signing, you understand and agree to the terms of this document)

<u>Return to:</u> Butler County Fair P. O. Box 62 Poplar Bluff, Missouri 63902