



www.thelinncountyfair.com
P.O. Box 329 • Central City, IA 52214 • 319-929-3247

Food Court Vendor License

Deadline for application: March 30, 2018

Please attach the following:

- A picture and location of the service window
- Menu of items you will be serving

This contract made and entered into on _____, 2018 witnessed: that the Linn County Fair, Licensor, hereby permits:

Business: _____

Contact #1: _____ **Phone:** _____

Contact #2: _____ **Phone:** _____

Address: _____

City, State, Zip: _____

Email: _____ **Sales Tax #** _____

Licensee to use space for the display and sale of food items on the following date: June 27-July 1, 2018 for which the licensee agrees to pay the said licensor the sum directed on the bottom of the contract. It is mutually agreed that this licensee is subject to and controlled by the terms and conditions and stipulations made by the licensee and licensor, and are hereby made an integral part of this contract in a like manner as if set forth at length and in full herein.

Minimum Food Court License Fee @ 12 feet \$380	\$ <u> 380.00</u>
Additional front footage \$30 per foot	\$30 x _____ front footage
Electricity \$175	Amps _____ Type of plug: _____ Length of cord _____
Camping and Electricity \$25.00/Day	# of Days _____ x \$25.00
Outlet Type/Amps _____	
Credit card payments will be charge a 3.5% convenience fee.	
All returned checks for insufficient funds will be charged a \$25.00 fee	
25% due with the application. Full payment due June 1, 2018.	

Insurance Company Name _____
Insurance Company Contact: _____
Insurance Company Phone # _____

Policy # _____

Expiration Date: _____

All applications require current insurance certificate

Select One:

Current insurance certificate is enclosed

Insurance company will mail the certificate

Please be advised the Linn County Fair Association has the right to restrict certain food products at any point before and during the fair. Due to the guidelines set by carnival contract. Due to the restriction of certain food items a system will be set in place to make the sale of restricted items fare to participating food vendors. In the situation that the Linn County Fair has to cancel due to an unforeseen circumstance a refund will be given that is deemed fair, determined by the Linn County Fair Association. **A refund will be given for cancellations up to May 15, 2018. Refunds given for cancellations following May 15, 2018, will be at the discretion of the Linn County Fair Association.** Refunds will be given 30 days past fair dates.

Please complete pages 2 & 3 (Insurance information, license signature & waiver)

**Vendor must provide a certificate of insurance naming Linn County Fair Association as an additional insured. Please have liability limits NO lower than \$1,000,000. Make sure all dates are current and policy is still in effect. Please send the certificate of insurance to the address below & must be postmarked by June 1st. Home businesses may use their home insurance as proof of insurance. Those who fail to provide a certificate of insurance will not be able to setup their vendor space. All insurance certificates will be verified by the Linn County Fair Association as a valid and current certificate. Contractor shall, at its own expense, procure and maintain in effect during the terms of this Agreement, including all set-up and tear-down, Comprehensive General Liability Insurance covering public liability, bodily injury, and property damage including accidents, damages, losses, injuries, including death, and other problems that may arise as a result of Contractor's activities; with broad form coverage; including product liability insurance, injuries to persons (including death) liability coverage, and damage to property (including damage to the permit area); written on an occurrence basis. The policy limits of this Comprehensive General Liability Insurance will not be less than that required under the permit and by any other government law, rule, or regulation and in any case not less than, as to injuries to the person \$1 million and \$1 million aggregate limit per occurrence. Property damage per occurrence shall be for at least \$1 million.

Food Vendor Insurance Release:

The Linn County Fair Association, or their agents will not be held responsible for any accidents, food related illnesses, injuries or loss that may occur to the Exhibitor and/or concessionaires, their employees or their merchandise. The Linn County Fair Association reserves the right to prohibit the sale of such items deemed offensive, unsafe or otherwise in suitable for sale at The Linn County Fair.

By signing the following organization agrees they have read the contract and agrees to provide the necessary paperwork prior to setting up.

Signature of Participant (Contractor)

Date

Keep a copy for your records and return this copy, along with the amount due to:

The Linn County Fair
Attn: Food Court Manager
P.O. Box 329
Central City, IA 52214

Vendor Manager: Albert Martin
Fair Office: 319-929-3247

Email: vendors@thelinncountyfair.com
Email: FairOffice@thelinncountyfair.com



**2018 WARNING, WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT
LINN COUNTY FAIR ASSOCIATION**

In consideration of being permitted to participate in any and all activities at the Linn County Fair, I, for myself and personal representatives, release and forever discharge (and covenant not to sue) the Linn County Fair Association, its agents, servants, employees, board members and volunteers of and from any and every claim, demand, action or right of action, of whatsoever kind of nature, arising from or by reason of any bodily injury or property damage which may occur as a result of my participation in the Linn County Fair, and all events and activities conducted by or sanctioned by the Linn County Fair Association.

I hereby expressly agree that this Warning, Waiver, Release and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Iowa and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Contractor agrees to indemnify and hold the Linn County Fair Association and its officers, directors, agents, employees and volunteers (“Indemnified Parties”) harmless, and to defend the Linn County Fair Association, at Contractor’s sole expense, for all losses, liability, and expenses, including the Linn County Fair Association litigation costs and attorney’s fees, and all claims and demands of every kind and nature, based upon damage and injury to persons or property, including death, arising in any manner from Contractor’s activities, or from any condition of the event sites created by Contractor’s activities. In addition, Contractor shall indemnify and hold the Linn County Fair harmless, and shall defend the Linn County Fair Association, from any claim of breach of terms of the Linn County Fair Association permit for use of event sites that may arise as a result of Contractor activities.

Business Name _____

X

X

Signature of Participant (Contractor)

Date