

**Cabell County Fair**  
**P.O Box 433**  
**Milton, WV 25541**  
[www.cabellcountyfair.com](http://www.cabellcountyfair.com)

Application for **2010 Food Concession**  
Deadline is **June 1, 2010**  
Fair dates are July 19-24, 2010  
Set up Sunday July 18, 2010

Name/Organization \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Person responsible for Concession \_\_\_\_\_  
Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

**Entry Fee**

\$250.00 entry fee for 18 foot stand (measured from extremities whether bumper to ball or awnings, etc). An additional charge of \$10.00 per foot (this applies to any part of a foot) will be assessed for anything in excess of 18 feet. **Please enter width and length of your trailer extremities: Width: \_\_\_\_\_ Length: \_\_\_\_\_**

**Gate Passes ( Rides not included)**

Entry fee includes twenty-four (24) one-day passes Additional workers passes may be purchased in advance or at the fair office at a cost of \$5.00 each (1 day pass).

**Electrical Power Hookup**

Entry fee includes one 20 amp hookup.

Fees for additional power hookups will be:

20 Amp 110 Volt= \$25.00 _____	30 Amp 220 Volt= \$35.00 _____
30 Amp 110 Volt= \$25.00 _____	40 Amp 220 Volt= \$40.00 _____
	50 Amp 220 Volt= \$50.00 _____

**Concession is to provide the necessary power cables and fair personnel will make the required service connection.**

**Concession Items**

Please list all items to be sold: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All items listed above are subject to approval by the fair board. If you are accepted and deletions are necessary, your copy of the application will be marked to show the deletion(s).

**Water and Soft Drink Sales**

**PEPSI is the exclusive supplier** of water and soft drinks for the fair and the minimum resale price is set by the festival and shall be two dollars (\$2.00). Please acknowledge by signing here \_\_\_\_\_

The FAIR and PEPSI will have all products on the grounds and PEPSI products **must be purchased from the fair.**

Please assist the fair by providing the following information:

I plan to use: \_\_\_\_\_ 20 oz bottles \_\_\_\_\_ Post Mix  
\_\_\_\_\_ Pre-Mix \_\_\_\_\_ Other

Product will consist of 20 oz Pepsi, Mountain Dew, Aquafina Water and other Pepsi products on advance request. (Diet and Caffeine Free products will be included).

**The fair will have ice for sale on the premises.**

INDEMNIFICATION

The concessionaire agrees to indemnify, hold harmless, and defend the sponsor(s), management or agents of the Cabell County Fair Board Inc. and the WV Pumpkin Festival Inc., collectively or individually, for any loss or injury, that may arise or occur, by or to the independent contractor, his employees or agents, his property or merchandise, from any causes of negligence, natural or otherwise, during or while conducting any business or any other related activities by himself or his agents, in connection with this contract or any other agreement or contract, as authorized by the bylaws and or charter of the Cabell County Fair Board Inc. and the WV Pumpkin Festival.

CERTIFICATE OF INSURANCE

A copy of a valid insurance policy or certificate of insurance (naming the Cabell County Fair as the "additional insured") will be requested by the Cabell County Fair Board before concessions will be allowed to set-up. Concessionaires must have a current insurance policy in effect.

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

By submitting this application for concession space, I/We, having read the Food Concession Booth Rental Agreement Rules and Regulations, accept and agree to be bound by the terms listed in them. I hereby release the Cabell County Fair from any and all claims arising form my participation in said fair.

Signed: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Upon acceptance you will receive a signed copy of this agreement which then served as a legal contract.

Signature of committee chairman: \_\_\_\_\_ Date \_\_\_\_\_

Totals:

Booth Space \$ 250.00

Additional footage @ \$10.00 per foot \$ \_\_\_\_\_

Additional Electric (see Electrical Power rates)\$ \_\_\_\_\_

Additional Passes @ \$5.00 each (1 day) \$ \_\_\_\_\_

Trash Pick-up \$20.00

Make check payable to: **Cabell County Fair Board Inc.**

**PO Box 433**

**Milton, WV 25541**

Application deadline is **June 1, 2010**

If you have questions, please call: Barbara Brooks at 304-638-1633 or Bill Kelley at 304-634-5857.

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**Food Concession Booth Rental Agreement**  
**Rules and Regulations**

Dates: Monday July 19, 2010 through Saturday July 24, 2010

Times: 3pm- 11pm Monday through Friday, 11am-11pm Saturday

Set-up: Sunday July 18, 2010

Removal: All concessions must be removed from the grounds no later than 5:00 pm Monday immediately following the fair week

1. SPACE ALLOCATION WILL BE DONE IN A MANNER WHICH ACHIEVES THE MOST EFFECTIVE OPERATING RESULTS.
2. A CONCESSIONAIRE MAY NOT SHARE OR SUBLET SPACE WITHOUT PERMISSION OF FAIR MANAGEMENT.
3. NO SOLICITATION FOR BUSINESS SHALL BE PERMITTED OUTSIDE OF CONCESSION BOOTH. SAMPLES, CATALOGS, PUBLICATIONS, ETC., MAY ONLY BE DISTRIBUTED WITHIN THE CONFINES OF THE CONCESSIONAIRE'S BOOTH.
4. ALL AMPLIFYING SYSTEMS USED BY THE CONCESSIONAIRE MUST BE KEPT AT A MODERATE VOLUME. SOLICITING FOR BUSINESS OVER AMPLIFYING SYSTEM WILL BE STRICTLY PROHIBITED.
5. ALL PACKING CONTAINERS AND SIMILAR MATERIALS ARE TO BE REMOVED FROM CONCESSION AREA BY CONCESSIONAIRES UPON COMPLETION OF SET-UP.
6. SALE, USE OR POSSESSION OF ANY INTOXICATING OR CONTROLLED SUBSTANCE OR BEVERAGE IS STRICTLY PROHIBITED. VIOLATORS WILL BE REMOVED FROM THE PREMISES AND BE SUBJECT TO PROSECUTION.
7. SALE, POSSESSION, OR DISPLAY OF FIREARMS AND/OR AMMUNITION, ANY TYPE OF FIREWORKS, OR ANY OTHER ITEMS WHICH MAY CAUSE BODILY INJURY OR LOSS IS STRICTLY PROHIBITED.
8. SALE OR DISPLAY OF PORNOGRAPHIC OR SEXUALLY EXPLICIT MATERIALS IS STRICTLY PROHIBITED.
9. CONCESSIONAIRES ARE TO SELL ONLY THOSE PRODUCTS APPROVED BY FAIR MANAGEMENT.
10. ALL CONCESSIONS MUST COMPLY WITH HEALTH DEPARTMENT REGULATIONS. NO CONCESSION WILL OPEN UNTIL APPROVED BY THE HEALTH DEPARTMENT. CONCESSIONS MUST COMPLY WITH CABELL COUNTY HEALTH CODE. **REFUNDS WILL NOT BE ISSUED TO ANY CONCESSION CLOSED FOR NON-COMPLIANCE.** DUE TO HEALTH DEPARTMENT REGULATIONS, TENT, LEAN-TO ETC, WILL NOT BE PERMITTED.
11. ALL CONCESSIONS ARE TO BE OPEN BY POSTED OPENING TIMES AND STAY OPEN UNTIL POSTED CLOSING TIMES MONDAY THROUGH SATURDAY.
12. ALL ELECTRICAL AND PLUMBING HOOK-UP SUPPLIES MUST BE PROVIDED BY THE CONCESSIONAIRE. VENDORS MUST PROVIDE WATER POTABLE HOSE AND BACK FLOW CONNECTOR FOR HOOK-UP TO WATER SUPPLY.
13. FOOD VENDORS RECEIVE TWENTY-FOUR (24) ONE- DAY PASSES. ADDITIONAL PASSES MAY BE PURCHASED FROM THE FAIR OFFICE FOR \$5.00 EACH (1 DAY). **PASSES ARE FOR WORKERS ONLY.**
14. TRAILER AND OTHER CONCESSION STRUCTURE MUST BE ON GROUNDS AND READY FOR PLACEMENT BY NOON ON MONDAY.
15. IF CONCESSIONAIRE FAILS TO OCCUPY THE CONTRACTED SPACE THREE (3) HOURS PRIOR TO FAIR OPENING TIME ON MONDAY, FAIR MANAGEMENT WILL HAVE THE RIGHT TO USE SAID SPACE AS IT SEES FIT. (CONCESSION MUST BE APPROVED PRIOR TO FAIR OPENING TIME).
16. **NO REFUNDS WILL BE MADE FOR CONTRACTS CANCELLED AFTER JULY 1, 2010.**
17. **ALL CONCESSIONS MUST PURCHASE AND EXCLUSIVELY USE THE PEPSI PRODUCTS WHICH THE PARK SUPPLIES.**
18. FOOD PREPARATION MUST BE DONE IN OR BEHIND THE CONCESSION BOOTH.
19. BAG ALL TRASH AND SET IT BEHIND YOUR CONCESSION DURING OPERATING HOURS AND, AFTER CLOSING, PLACE IT AT THE ROAD FOR PICK-UP BY SANITATION WORKERS. **DO NOT USE THE CANS IN FRONT OF YOUR CONCESSION.**
20. CONCESSIONAIRES MUST AGREE TO KEEP AN ATTENDANT IN THEIR BOOTHS DURING ALL FAIR OPERATING HOURS. NO CONCESSION MAY BE DISMANTLED BEFORE THE SPECIFIED TIME, NOR MAY ANY PART OF THE CONCESSION OR EQUIPMENT BE REMOVED ONCE IT IS IN PLACE.
21. FESTIVAL MANAGEMENT WILL HAVE FINAL SAY IN ANY MATTERS REQUIRING ARBITRATION.
22. CONCESSION SUPPLY TRAILERS MUST BE LOCATED IN THE DESIGNATED AREA PROVIDED BY THE FAIR (**NOT IN BACK OF YOUR STAND**). NO VEHICLE WILL BE ALLOWED NEXT TO THE CONCESSION STAND DURING FAIR OPERATING HOURS.