



2026 NAVAJO NATION FAIR

FOOD VENDOR AGREEMENT – Midway

September 8 - 13, 2026

Registration Opens: July 21, 2026

REGISTER ONLINE

PRINT FORM ONLINE

<https://nnfair.org/vendors>

Closes: August 28, 2026

<https://nnfair.org/vendors>

DROP OFF

Gorman Hall, Navajo Nation Fairgrounds

Window Rock, Arizona 86515

HOURS OF OPERATION

Monday – Friday 9 AM to 4 PM DST

6% Navajo Nation Tax will be assessed.

MONEY ORDER ONLY

Payable to: Zion Enterprises LLC

P.O. Box 351

Brimhall, New Mexico 87310



MIDWAY VENDOR BOOTH(s) LOCATION

BOOTH SIZE: Booth size will be 15 ft. wide by 15 ft. deep, with 10' walkways.

Midway Location: NORTH				Midway Location: SOUTH			
PRODUCTS/GOODS	Space M-1	\$1,000 each	Includes: Electricity Only	FOOD VENDOR	Space M-16	\$1,500 each	Includes: Water & Electrical Hook Ups
	Space M-2				Space M-17		
	Space M-3				Space M-18		
FOOD VENDOR	Space M-4	\$1,500 each	Includes: Water & Electrical Hook Ups		Space M-19		
	Space M-5				Space M-20		
	Space M-6			PRODUCTS/GOODS	Space M-21	\$1,000 each	Includes: Electricity Only
	Space M-7				Space M-22		
	Space M-8				Space M-23		
	Space M-9				Space M-24		
	Space M-10				Space M-25		
	Space M-11				Space M-26		
	Space M-12			FOOD VENDOR	Space M-27	\$1,500 each	Includes: Water & Electrical Hook Ups
	Space M-13				Space M-28		
	Space M-14				Space M-29		
	Space M-15				Space M-30		



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BOOTH REQUESTED _____

BUSINESS NAME _____

OWNER _____ PHONE NUMBER _____

EMAIL _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

EMERGENCY CONTACT NAME _____ PHONE NUMBER _____

This Agreement is entered into by and between the Navajo Nation Fair Office, located in Window Rock, Arizona 86515 (hereinafter referred to as the "NNFOffice"), and the party designated on the attached application (hereinafter referred to as the "NNF FOOD VENDOR"). The NNFOffice authorizes the NNF FOOD VENDOR to prepare, sell, and serve approved food and non-alcoholic beverage items from its assigned vendor space during the Navajo Nation Fair, subject to the terms and conditions of this Agreement, all applicable Navajo Nation laws and regulations, and all health and safety requirements. Therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereby agree as follows.

1. **SPACE AGREEMENT AND RENTAL FEE:** Full payment is due upon submission of this signed agreement.
2. **GENERAL LIABILITY INSURANCE:** FOOD VENDORS must provide Navajo Nation Fair Office with a General Liability Insurance Policy from September 8 to September 13, 2026, and list THE NAVAJO NATION as a Certificate Holder on the policy. The NNFOffice does not provide insurance coverage for exhibitor property, merchandise, equipment, employees, volunteers, or activities.

GENERAL LIABILITY INSURANCE POLICY	Insurance Document Received	DATE Received	RECEIVED By
	YES NO		

During the event, FOOD VENDOR shall have the following on site:

3. **ITINERANT FOOD PERMIT:** All FOOD VENDORS must obtain a temporary food license from the Navajo Nation Office of Environmental Health (NNOEH) & Protection (928) 871-6349 before operating a temporary retail food establishment. This license must be provided during inspections. FOOD VENDORS without an Itinerant Food Permit will not be permitted to serve or sell food at the event. <https://ndoh.navajo-nsn.gov/Department/Division-of-PublicHealth-Service/Office-of-Environmental-Health-Protection>
4. **FOOD SERVICE HANDLERS PERMIT:** All FOOD VENDORS and EMPLOYEES must obtain a Food Handler Permit. FOOD VENDORS without a Food Handler Permit will not be permitted to serve or sell food at the event. <http://www.ihs.gov/foodhandler>
5. **FIRE EXTINGUISHER:** All FOOD VENDORS must have a mandatory up-to-date, inspected, and certified Multipurpose ABC fire extinguisher or K-Fire Extinguisher in their booth at all times. The Fire Department and NNOEH will be inspecting for fire extinguishers, and FOOD VENDORS without a current fire extinguisher will not be permitted to sell food at the event.

GOVERNING LAWS: This agreement shall be governed by the laws, the health, sanitation, and fire regulations of the Navajo Nation. The NNF Office and the Navajo Nation Department of Health reserve the right to require immediate correction of any unsafe condition and may close any booth that presents a safety hazard.

6. **CHECK IN:** All FOOD VENDORS must check in at Gorman Hall Office before parking or unloading trailer, etc. This is to ensure you are parked in the required space.
7. **LOAD-IN/SET-UP:** Load-in and set-up must be completed between Saturday, September 5, and Monday, September 7, from 8:00 a.m. to 5:00 p.m. Vendor vehicles will have limited access to the vendor area, so please be prepared to move items by hand or with a self-provided dolly. Setting up before those dates and after hours will not be allowed.
8. **FOOD VENDOR PRE-EVENT MEETING:** Monday, September 7, 2026 at 5:00 p.m. DST at the Picnic Tables in the Rodeo Vending Food Court.
9. **HOURS OF OPERATION:** FOOD VENDOR stands must be fully staffed and open, regardless of weather conditions. FOOD VENDOR understands that the event will be held rain or shine, and no refunds shall be given.
10. **LOAD OUT & CLOSE OUT INSPECTION:** All FOOD VENDOR materials and garbage must be removed from the event site by 10:00 p.m. on Sunday, September 13, 2026. A construction garbage bin will be placed on the north side of midway. The food vendor is responsible for leaving the designated space in the same condition as found. Failure to do so will result in, at the sole discretion of the NNF Office, charges to repair or correct any damage or alteration. The vendor is responsible for returning the booth space site to its original physical condition by 10:00 p.m. on September 13, 2026.
11. **BADGES & PARKING:** The FOOD VENDOR will be provided with five (5) staff badges and five (5) parking passes for use during the event. Badges or parking passes that are damaged, altered, tampered with, or transferred will be deemed invalid. Each FOOD VENDOR employee must report to the Gorman Hall Office to have their photograph taken and receive their individual photo identification badge. The Gorman Hall Office is open daily from **9 AM to 4 PM DST** and will remain open throughout the event to issue photo badges.
12. **ELECTRICAL SERVICE:** One (1) 20-amp electrical outlet will be provided to each NNF FOOD VENDOR. FOOD VENDORS requiring additional power are encouraged to provide a generator, which must remain within the assigned booth space and be operated safely with proper ventilation. High-electrical-consumption equipment, including freezers and additional refrigeration units, shall not be connected to Fair electrical outlets without prior approval from the NNF Office. FOOD VENDORS must provide UL-approved extension cords and shall not tamper with electrical panels, breakers, fuses, or other electrical infrastructure.
13. **ELECTRIC POLES/OUTLETS:** Maintain a minimum distance of 36 inches between your vendor booth and any electric pole or outlet.
1. **WATER:** Water spigots will be provided individually for Spaces M4 through M18, and M25 through M30. There is NO water available at Spaces M1 through M3 and M19 through M24, so these areas are designated for Products/Goods Vendors only. VENDORS must keep the tip of the water hose off the ground and must hang it on a clean surface.
14. **WATER VACUUM BREAKER:** *Not required but recommended.* A vacuum breaker is a device that prevents water from being siphoned backward in a direction where it is not desired. They can be purchased at Home Depot.
15. **USED COOKING OIL:** Dispose of used cooking oil in the designated container located on the northeast side of the Food Pavilion. Please exercise caution to prevent spills on the ground. It is imperative that vendors **do not dispose of old food, food scraps, or water** in this container. Non-oil waste contaminates the used oil, rendering it unsuitable for recycling by Baker Commodities, which repurposes it for other uses.
16. **GREY WATER:** All grey water must be disposed of only in the designated grey water holding tank located near the food vending area. Grey water shall not be discharged, dumped, spilled, or allowed to drip onto walkways, roadways, or the surrounding ground. Any unauthorized disposal or water spillage creating a safety or sanitation hazard is strictly prohibited and may result in immediate corrective action or removal from the event.
17. **EXCESS FOOD:** All extra food will be disposed of in trash containers; do not dump it into the grease container.
18. **RIGHT TO SELL:** FOOD VENDOR shall have the right to advertise as set forth on the application. Said sales are to occur only within the area designated by the NNFOffice for the FOOD VENDOR. The NNFOffice has a zero-tolerance policy for the sale or display of products or advertising that display and/or promote any of the following: gang colors/symbols, drugs, drug paraphernalia, and illegal activities. Any FOOD VENDOR found to violate these policies is subject to expulsion from the event without any refund. Enforcement of this is at the sole discretion of NNFOffice management.
19. **ALCOHOLIC BEVERAGES:** FOOD VENDORS shall not sell, distribute, or disseminate alcoholic beverages.
20. **PRODUCTS:** No "Navajo Nation Fair" merchandise may be sold at the event unless otherwise agreed upon in writing. FOOD VENDORS shall not sell any item not identified on the application without prior written approval of the NNFOffice.
21. **RENTAL EQUIPMENT:** The NNFOffice will not provide any equipment to the FOOD VENDOR. FOOD VENDORS are required to provide their own equipment.
22. **WEATHER SECURITY:** FOOD VENDOR(s) shall adequately anchor all equipment to withstand the weather elements. Vendors are responsible for bringing their anchoring devices (weights and/or water barrels).
23. **SIGNAGE:** All FOOD VENDOR(s) are responsible for supplying their own signage, and signs and banners must be contained within the assigned booth space.

24. **STORAGE:** All FOOD VENDOR property shall be kept within the assigned booth space. Supplies, equipment, or inventory must be stored in a cool, dry place off the ground. Additional vehicles, cargo trailers, travel trailers, or camping will not be allowed in food vending spaces.
25. **BOOTH ACCESS:** The NNFOffice and its agents or assigns shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than NNFOffice management.
26. **CONDUCT:** NNF FOOD VENDORS may not consume alcoholic beverages within any assigned booth space. FOOD VENDORS must be suitably attired at all times. Behavior unsuitable for the Navajo Nation Fair events or which constitutes a public nuisance will not be permitted. FOOD VENDORS SHALL NOT PLAY ANY AMPLIFIED MUSIC FROM WITHIN THEIR BOOTH SPACE DURING THE EVENT. Any NNF FOOD VENDOR who is involved in any verbal or physical altercations will be asked to leave and not permitted to return. The Navajo Nation Fair is a drug & alcohol-free environment. No pets or firearms are permitted.
27. **CANVASSING:** NNF FOOD VENDORS may conduct business only from inside their booth space. Canvassing outside the booth space is not permitted, and NNF FOOD VENDORS shall be liable for immediate closure and removal from the event, with loss of all submitted monies.
28. **CAMPAIGNS:** Political campaign activities, including the distribution of campaign materials, solicitation of support, voter outreach, and candidate promotion, shall be limited exclusively to the exhibitor's assigned booth space. Campaigning outside of the designated booth area, including along walkways, entrances, exits, parking areas, event venues, or other common areas, is strictly prohibited.
29. **SITE INSPECTION:** The NNF FOOD VENDORS is responsible for leaving the designated space as found. Failure to do so will result in, at the sole discretion of the NNFOffice, charges to repair or correct any damage or alteration. The Food Vendor is responsible for returning the booth space site to its original physical condition by 10:00 p.m. on September 13, 2026. Booth space cannot be assigned or leased by any organization other than NNFOffice management.
30. **SECURITY:** NNF FOOD VENDORS are responsible for the safety and security of their property and equipment at all times. Limited security will be assigned to the entire event site, and no security personnel will be assigned specifically to any food vending area. The NNFOffice shall not be held responsible for loss, theft, or damage to any property left on the event grounds at any time.
31. **INDEMNITY:** NNF FOOD VENDORS shall indemnify and hold the Navajo Nation, NNFOffice, its staff, contractors including but not limited to Zion Enterprises, and volunteers harmless from any claim or cause of action arising out of or in connection with NNF FOOD VENDORS's acts or omissions under this agreement and shall reimburse the NNFOffice for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.
32. **VIOLATIONS:** NNF FOOD VENDORS acknowledges that a breach of any of the terms of this agreement may result in the termination of this agreement and the preclusion of the Food Vendor's participation in the event. If this agreement is terminated due to any breach by the NNF FOOD VENDORS, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
33. **AGREEMENT MODIFICATIONS:** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement. No modification or change in the agreement shall be valid or binding upon the parties unless in writing and executed by the parties to be bound hereto.
34. **RESOLUTION OF DISPUTES:** In the event of a dispute arising in any manner as a result of or in any way related to this agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party shall be awarded reasonable attorney fees and costs incurred as a result of said dispute.
35. **CANCELLATION & REFUNDS** – Refund requests must be submitted in writing to the Navajo Nation Fair Office by Saturday, September 5. No refunds will be issued for requests received after September 5 for FOOD VENDORS who failed to attend without prior written notice.
36. NNF FOOD VENDORS acknowledge that participation in the Navajo Nation Fair and related events involves certain inherent risks, including but not limited to weather conditions, crowd-related incidents, accidents, equipment failure, property damage, theft, personal injury, illness, and other unforeseen circumstances. NNF FOOD VENDORS voluntarily assume all risks associated with participation in the event.
37. To the fullest extent permitted by law, NNF FOOD VENDORS hereby release, waive, discharge, and covenant not to sue the Navajo Nation, Navajo Nation Fair Office, Navajo Nation Division of Natural Resources, their elected officials, employees, volunteers, contractors including but not limited to Zion Enterprises, sponsors, agents, and representatives from any and all claims, demands, liabilities, damages, losses, actions, causes of action, costs, or expenses arising out of or related to participation in the event, except to the extent caused by the gross negligence or willful misconduct of the released parties.
38. **FORCE MAJEURE** - The NNFOffice shall not be liable for any delay, interruption, cancellation, relocation, or modification of the event resulting from acts of God, severe weather, fire, flood, pandemic, public health emergency, labor disputes, utility interruptions, governmental action, civil disturbance, or any other circumstance beyond the reasonable control of the NNFOffice. In such circumstances, refunds shall be issued only at the sole discretion of the NNFOffice.

39. **NO GUARANTEE OF ATTENDANCE OR SALES** - The NNFOffice makes no representations or guarantees regarding event attendance, customer traffic, sales volume, or profitability. Participation in the event is at the sole risk of the Food Vendor
40. **PHOTOGRAPHY AND MEDIA RELEASE** - NNF FOOD VENDORS grant the NNFOffice the right to photograph, video record, and otherwise capture images of exhibitor booths, displays, products, employees, volunteers, and representatives during the event for promotional, educational, archival, and marketing purposes without compensation.
41. **SEVERABILITY** - If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected thereby.

By signing below, you understand and agree to all rules and regulations outlined in this agreement, and FOOD VENDOR acknowledges that:

1. Vendor has had the opportunity to review this agreement;
2. Vendor has enclosed **All** required documentation and payment;
3. Vendor has had the opportunity to consult with legal counsel if desired, and
4. Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.

Vendor Print Name

Vendor Signature

Date

Date