

**Event Center on the Beach**

**Curry County Fairgrounds**

29392 Ellensburg Avenue, Gold Beach, OR  97444

541-247-4541 Fax: 541-247-4542

curryfair@gmail.com

eventcenteronthebeach.com

**FOOD VENDOR CONTRACT**

This Licensing Agreement is by and between the Curry County Fairgrounds, a department of Curry County, a General Law County, Political Subdivision of the State of Oregon (County), hereinafter called the **Fairgrounds**, and, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the **Vendor**; on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_\_; witness to:

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner/Operator Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stand Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County: \_\_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_

Business Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On Site Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ On Site Contact Phone: \_\_\_\_\_\_\_\_\_\_

On Site Contact E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Both FAIRGROUNDS and VENDOR agree to the following terms and conditions:

1. The FAIRGROUNDS grants to the VEDNOR the privilege of operating and maintaining a concession booth during the dates of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. Concession space will not be guaranteed unless a deposit of $100 and signed contract are received by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   1. All spaces are contingent upon proof of insurance, food vending permit, and a fully signed contract.
   2. The above described VENDOR shall be permitted the sale of pre-approved items only, as listed as an attached menu with pricing.\*
3. VENDOR shall pay to the FAIRGROUNDS, the sum of identified below.
   1. \_\_\_\_ For weekend vending: $150, and 20% of gross revenue.
   2. \_\_\_\_ For Fair vending: $250, and 20% of gross revenue.
4. All transactions must be tracked via register tape, any vendor found in breech of this will be asked to leave, and will not be approved as a vendor in the future.
5. Payment for verified “Gross Receipt Total” will be made by 11 am on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
6. VENDOR must provide a unit diagram, indicating dimensions of booth, doors, awnings, service counters, and hookup locations. Previously submitted diagram acceptable if exact and current. A Photograph is helpful.
7. FAIRGROUNDS will provide the following electrical hookup:
   1. \_\_\_ None \_\_\_ 30 Amp/110V \_\_\_ 50 Amp/220v \_\_\_ Other
8. VENDOR must make sure all cords are covered to prevent tripping hazards.
9. FAIR/EVENT ADMISSION: If required the FAIRGROUNDS will issue to the VENDOR two non-transferable season/event admission tickets with receipt of deposit and signed contract these tickets will be available the day before the fair/event. Additional admission tickets may be purchased in advance at a discounted rate. Tickets not purchased in advance shall be charged at the full current pricing. VENDOR shall not allow tickets to be used by any other persons. VENDOR shall not transfer or sell any tickets issued pursuant to this contract.
10. If needed the FAIRGROUNDS will provide one FREE PARKING PERMIT for the event for one vehicle in designated vendor area only. Permit will be available the day before the fair/event. Without this permit, parking fee per vehicle per day is as posted.
11. INSURANCE: The VENDOR shall, at its own expense, at all times during the term of this agreement, insure its operation with a broad form of liability insurance written on an occurrence basis, condition to pay all claims for injury or damage to persons or property arising out of the VENDOR’s use of the facilities and other property. The VENDOR hereby assumes and agrees to be responsible for and to the Board of county commissioners and members of the Curry county fair board, jointly severally, individually, and privately, to hold harmless from all claims and demands of damage of injury to person or property and for contract liability arising in any manner from VENDOR’s use and occupancy under this agreement. The minimum limits of bodily injury shall be $500,000.00 each person, with $1,000,000.00 each occurrence; and property damage liability shall be $500,000.00 each accident with an aggregate of not less than $1,000,000.00. Carrier shall include Curry county and Curry County Fair Board as additional insured on said Policy and forward a certificate to the fair with the signing of this contract. Carrier shall notify the fair at least ten (10) days prior to any cancellation or modification. This policy of liability insurance to be examined and approved by the FAIRGROUND's designated agent prior to the first day of the terms of this agreement.
12. WORKER'S COMPENSATION COVERAGE: VENDOR shall provide worker's compensation coverage for all subject workers and volunteers (as defined by ORS 656.027) employed or volunteered to VENDOR to perform work pursuant to this contract. The worker's compensation coverage to be provided by VENDOR shall be in full compliance with ORS Chapter 656. Forward a copy of certificate to the fair Board with the signing of this contract.
13. Force Majeure: A “Force Majeure Occurrence” is an occurrence that a party cannot reasonably control, including but not limited to (a) acts of God; (b) flood, fire (including wildfire and/or wildfire smoke), earthquake or explosion; (c) war (whether war is declared or not), invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, action or law; (e) actions, embargoes or blockades in effect on or after the date of this contract; (f) national, regional, or local emergency, including epidemic or pandemic; or (g) strikes, labor stoppages or slowdowns or other industrial disturbances. If the Fairgrounds cannot perform its obligations under this Agreement because of a Force Majeure Occurrence, the Fairgrounds may terminate this Agreement upon written notice to VENDOR and shall give VENDOR a refund of any amounts previously paid by VENDOR to the Fairgrounds under this Agreement, and VENDOR and the Fairgrounds agree that neither party shall have any further obligations under this Agreement. If VENDOR has used and occupied the Property prior to such termination, VENDOR shall pay for the use of the Property up to the time of such termination.
14. Drug use and paraphernalia: No marijuana or ingestible hemp items are allowed in any building or on the grounds of the Fairgrounds, including the parking areas. “Marijuana items” means marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts. “Ingestible hemp items” including but not limited to any hemp products or by products that can be ingested or smoked. Tobacco items, including, but not limited to, cigarettes, cigars, pipes, chew snuff, electronic cigarettes and smokeless tobacco, cannot be used within any facility on the grounds at the Fairgrounds. In addition, no illegal drugs or paraphernalia are allowed on the property.
15. COVID-19: Licensee agrees to follow all State of Oregon Executive Orders, Oregon Health Authority requirements and guidelines and OSHA requirements related to COVID-19 safety protocols in effect at date of event. VENDOR acknowledges and agrees that it is solely responsible for ensuring its event meets all applicable COVID-19 safety requirements and protocol, monitoring the event and collecting contact tracing information from attendees and providing that information to the Fairgrounds, or Curry County if requested. VENDOR specifically acknowledges neither the Fairgrounds, nor Curry County will have any responsibility for monitoring or enforcing COVID-19 protocols related to its event and releases the Fairgrounds, and Curry County from any and all liability related to the COVID-19 pandemic and agrees to hold the Fairgrounds and Curry County harmless from any alleged liability.”

THE VENDOR SHALL:

1. Follow all rules and regulations described above as well as on previously filled out “FOOD VENDOR APPLICATION” (copy attached).
2. All VENDORS must be set up and completed prior to 9:00 AM the opening day of the event (date listed in item 1. on page 1, “Grant”).
3. Man all concession during the hours the event is open to the public, unless written permission has been granted by fair Management.
4. Not use or have on the Fairgrounds any sound amplifying device, unless written permission has been granted by Management and keep all music at a volume designated by fair Management.
5. Not sublet or assign privilege or portion of the space covered by this agreement to any other person or persons or allow any use other than listed.
6. Remove any temporary structures from the rented space within forty-eight (48) hours after the close of fair, or secure written permission from fair Management to hold space and late removal of structures.
7. Leave the rented premises in a clean and orderly condition.
8. Restrict all activities and advertising matter to the space rented and shall place no advertising on the outside of permanent buildings, cars parked on the grounds or other locations without written permission of fair Management.
9. Post in conspicuous place, a plainly printed placard showing menus and prices of all menu items.
10. Provide own garbage receptacles and bags, and place garbage and debris ready for collection in designated areas.
11. Permit no electrical wiring or remodeling to be done on any portion of the Fairgrounds without permission of Fair Management and then only under the supervision of the FAIRGROUNDS’S approved personnel.
12. Abide by all general conditions and rules and regulations, written or oral, made by the MANAGEMENT from time to time and at any time governing the conduct during the Curry county Fair, agreeing especially that future oral or written conditions and rules and regulations shall become a part of this contract the same as it is now published.
13. Promptly close all shows, spectacles and performances of any kind, or discontinue any conduct which is in the opinion of the BOARD of the CURRY COUNTY FAIR offensive to good taste, or in any particular way objectionable, it being understood that the opinion of the MANAGEMENT of the CURRY COUNTY FAIR shall be conclusively binding in this respect.
14. No organization, and/or individuals will be allowed to use the Fairgrounds and/or crowds thereon for personal interest without a signed contract with the fair.
15. At the start of each day, all touch points must have been sanitized with a cleaner proven to kill coronaviruses. Please wipe down touch point throughout the day.

In witness whereof, this FOOD VENDOR CONTRACT has been executed by and on behalf of the parties hereto, on the day written above.

**LICENSEE:**

**Curry County Fairgrounds**

**29392 Ellensburg Ave**

**Gold Beach, Oregon 97444**

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**Name, Title Date Name, Licensee Date**

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**Signature Signature**