

**FOOD AND DRINK CONCESSION CONTRACT**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Woodbury County Fair Association, and \_\_\_\_\_ (Hereafter known as *Contractor*). The Woodbury County Fair agrees to provide space, electricity, water and two (2) gate passes for a concession at the 2011 Woodbury County Fair.

\*\*\***Exclusive rights** to sell Funnel Cakes, Mini Donuts, Footlongs, Polish Sausage, Corn Dogs, Nachos, Cotton Candy, Sno Kones, Carmel Apples and Carmel Apple Slices have been given to the carnival. Please do not include them in your menu.

*Contractor* agrees to pay the Woodbury County Fair, **15% of the gross income** received from the sale of products on the fairgrounds. Menu items will include:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The *Contractor* agrees to occupy the booth during the minimum hours of 11:00 a.m. – 9:00 p.m. each day of the fair, August 3, thru August 7, 2011. Hours may be longer if the *Contractor* desires. *Contractor* agrees to comply with all rules of the Department of Revenue and the District Health Office.

Each *Contractor* shall obtain and keep in force until the completion of the “project or event” including setup and tear down, a commercial general liability insurance contract with liability limits equal to or greater than \$1,000,000 for each occurrence. **The Contractor shall provide a certificate of insurance to the Woodbury County Fair Association evidencing such coverage within ten days of the signed contract. Such Contractor shall name the Woodbury County Fair Association as an additional insured.**

Hold Harmless/Indemnification: *Contractor* shall be solely responsible for any and all injuries to persons or damages of property or any other injury, claim, damage or loss of whatever nature, arising directly or indirectly from the “project”. *Contractor* shall INDEMNIFY, SAVE AND HOLD HARMLESS THE Woodbury County Fair Association and its employees, agents and volunteers from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to person/s or damages to property or any other injury, claim damage, loss, cost or expense arising from the “project” of the *Contractor’s* actions or failure to act arising out of the activities set forth above while *Contractor* is participating in the 2011 Woodbury County Fair activities, or at such other time as is permitted by the Fair Board.

The period of this Waiver and Indemnification shall be from the 1st day of August, 2011 thru the 7<sup>th</sup> day of August, 2011 or until the vendor/exhibitor leaves the Woodbury County Fairgrounds after the 2011 Fair.

CONTRACTOR’S BUSINESS NAME: (Print) \_\_\_\_\_

CONTRACTOR OR REPRESENTATIVE NAME: (Print) \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ FAX \_\_\_\_\_

Date: \_\_\_\_\_

X \_\_\_\_\_  
CONTRACTOR SIGNATURE