



VENDOR CONTRACT-2017

NAME _____

Vendor Name _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP CODE** _____

PHONE _____ **EMAIL** _____

Items to be sold:

10' x 12' _____ @ \$100.00/each _____

(2) 10' x 12' _____ @ \$175.00/each _____

Electrical Hook up @ \$50.00 per 10' x 12' spot _____

TOTAL CONTRACT PRICE: _____

SEND PAYMENTS TO: Arco's Rockin Country Outdoors
ATTN: Lacy King
2446 N 3000 W
Arco, ID 83213
CONTACT LACY AT 208-339-4513
Acceptable payment types: Cash or Check

The above vendor or concessionaire agrees to the following terms and conditions with the Arco's Rockin' Country Outdoors:

NO VENDOR WILL SELL ALCOHOLIC BEVERAGES!

It is understood that the VENDOR will begin to set up their concessions by Friday, August 18, 2017 by 10:00 am to meet the scheduled opening of the event.

Release time shall not be before 2 pm Monday, August 21, 2017. Extending circumstances must be discussed with a board officer.

It is further understood that the cost of the exhibit space is a flat rate of \$100 for a 10' x 12' space with no electricity. A double space may be reserved for \$175.00. If needed, a flat rate of \$50 per space is added for electricity. (Double spaces \$100 for electric)

A non-returnable reservation fee is due with the return of this contract before vendor will be advertised on the web page and space guaranteed.

This privilege is granted with the distinct understanding that the VENDOR shall conform in all respects to the rules, regulations and requirements of this society. The VENDOR must comply with all laws of Butte County, Arco, Idaho.

This association shall also have the right to hold in its possession, as collateral, any or all merchandise or articles, etc., that VENDOR may have upon the grounds. These items shall be retained until payment is made in full, together with any cost or expense of collecting the same.

LIST ALL ITEMS TO BE SOLD ABOVE- (you will not be allowed to sell items not listed in the contract. Items listed will be at Manager's discretion; you will be contacted if any items are in question)

For all food vendors applying and/or participating in the Arco'sRockin'CountryOutdoors, no food vendors will receive a food permit without the workers comp or disability forms needed. Food vendors must obtain their own food permit and any other necessary permits. Vendors are required to furnish a Certificate of Insurance showing evidence of the following minimum limits of insurance or as required by law whichever is greater. All Insurance shall be primary in all aspects to and not look for any contribution from any insurance carried by Arco'sRockin'CountryOutdoors.

Commercial general liability, including contractual, products and completed operations with a minimum of \$1,000,000 single limits for bodily injury or property damage.

Arco'sRockin'CountryOutdoors shall be shown as the certificate holder and as an additional insured. Certificates must provide for 30 days' notice of cancellation or non-renewal.

NO EXCEPTIONS!

The vendor, being an independent contractor, is responsible for their own properties as well as the property of their employees or families and any compensation to their employees. VENDOR shall be responsible for ensuring their property against all risks of physical damage. Vendor releases from any and all liability and waves any right of recovery or subrogation against Arco'sRockin'CountryOutdoors, its officers, directors, employees and volunteers for any loss of damage to, or destruction of the vendors' property including loss of use thereof regardless of the cause of any loss, damage or destruction.

Vendor shall defend, indemnify and hold the Arco'sRockin'CountryOutdoors harmless from all claims, demands, suits or liabilities including reasonable attorney's fees for bodily injury including death or any damages to property, including the loss of use thereof, arising out of any negligent Acts or omissions of the vendor, its employees or agents and vendor's operations whether by performance, maintenance or while performing any work or services in connection with this agreement. For the purpose of this agreement operation shall include, but not be limited to, transportation of persons animals' equipment and all paraphernalia; housing a person's animals equipment and paraphernalia; and actual performance of operations including setting up and dismantling.

Both parties agree to the rental amount of this contract. No money shall be rebated or refunded due to inclement weather or for any cause with this exception: Should the Arco'sRockin'CountryOutdoors be closed by Health authorities or management do to epidemic or for any reason rental will be charged for the number of days the festival is in operation on advertised dates at a pro-rated refund will be given.

This contract may not be altered in any way without the prior approval of Arco'sRockin'CountryOutdoors.

Concessionaires, exhibitors, agents and employees must conduct all business from behind the counter or within their assigned area. No person or persons shall solicit business or promote business in aisles walkways without the permission of Arco'sRockin'CountryOutdoors.

Special rules concerning food and Novelty concessions

All food concessions must carry a price card. The menu and prices on complete dinners and short orders must be posted. The price of all sandwiches and drinks sold separately must be posted. These price card shall be of such size and type that they can easily be read from all sides of establishments where the public is served. Vendors must comply with all rules pertaining to dumping of grey water under their food units. Any fines related to the above will be added to the vendor contract. It is further understood that the vendor will comply with the laws from the Butte County, Idaho Health Department regarding frozen desserts food and beverages. It is agreed that if the vendor shall violate any of these rules or laws, the society may have the right to cancel this contract and remove the vendors' concessions from the ground without prior notice to the vendor. Whatever money has been paid will be forfeited to the society and the society shall have the right to pursue recovering any balance if any which may be due.

Concessions shall clean around their rented space at the end of each day. Trash cans, boxes and any other refuse must be placed in front of the concession area after closing each night for pickup. All drinks must be poured into paper cups from glass bottles. Only plastic or paper containers or cans may be carried away from concessions. Society does not allow any novelty concessions to sell weapons such as, but not limited to knives, guns and weapons of martial arts. Any vendor selling such items will be asked to leave the premises with no refund of any Monies.

Beverages will only be sold by food concessions and not novelty concessions. All concessions must operate under all safety rules including running electrical cords. All electrical cords may be no less than number 12 AWG and be UL listed cords. Cords will be available for purchase if Vendor does not have one. All vendors must secure their propane tanks.

Vendors must leave concessions clean of all garbage and litter or you will not be allowed to return.

BREAKDOWN OF CONTRACT AS FOLLOWS:

10' x 12' _____ @ \$100.00/each _____
(2) 10' x 12' _____ @ \$175.00/each _____
Electrical Hook up @ \$50.00 per 10' x 12' spot _____

TOTAL CONTRACT:

LESS DEPOSIT:

BALANCE DUE:

SEND PAYMENTS TO: **Arco's Rockin Country Outdoors**

ATTN: Lacy King

2446 N 3000 W

Arco, ID 83213

Acceptable payment types: Cash or Check