

# "Catching Air"

at the

## BEAVER COUNTY FAIR

August 22<sup>nd</sup>-25<sup>th</sup>, 2018

We are excited for the upcoming Beaver County Fair this year. If you are interested in being a vendor, please complete the attached vendor agreement, Space request and return with a copy of your liability insurance coverage and check to:

Jim Webb, Vendor Relations  
Beaver County Fair  
PO Box 2249  
Beaver, Utah 84713

Make checks or money order payable to:  
Beaver County Fair

Food vendors must comply with Health Department regulations and must have food handler certifications for all people.

The best spaces are given to those who get their FORMS & MONEY in first. If you have been a vendor before please let us know where you would like your space to be located and we will make every effort possible to place you where you want to be, with priority being given to those who return their vendor agreement, Insurance, Space Request and money first. Beaver County doesn't limit the number of booths selling a certain product. However, we do have limited space, especially for trailers. This year our space is limited to approximately 40 Booths and 2-3 trailers.

Like us on Facebook.

You can look for updates on [www.beavercountyfair.com](http://www.beavercountyfair.com)

Any Questions Call:

Jim Webb  
(435) 691-0825

Beaver County Fair  
Jim Webb (435) 691-0825 Cell  
P.O. Box 2249  
Beaver Utah 84713

**Beaver County Fair Vendor Space Request 2018**

Fair dates: August 22-25, 2018

Company \_\_\_\_\_ Tax Id# \_\_\_\_\_

Mailing Address \_\_\_\_\_  
(Street or PO Box) (City) (State) (Zip)

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Has your business participated in the Beaver County Fair ? Yes  No

If yes, when? \_\_\_\_\_

Please list the type of food or merchandise that you will be selling? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Display Needs**

**Space Needs**

At the Beaver County fair booth sizes are 10' X 10' this area is the only area that can be impacted by your display. Vendor must provide tents or coverings. You may purchase additional booth spaces if you need more than a 10' X 10' space. If you are bringing a trailer as part of your display you need to include tongue, tie downs and area behind your trailer as part of your space needs. Our trailer spaces are extremely limited. **Please call us to make sure that we can accommodate your trailer.**

Total number of 10' X 10' Booths needed \_\_\_\_\_

Will a trailer or other vehicle be a part of your Display? Yes  No

**Electrical Needs**

110 Volts  Approximate number of Amps \_\_\_\_\_

220 Volts  Approximate number of Amps \_\_\_\_\_

List the items that will be using electricity in your display \_\_\_\_\_

Unless you make prior arrangements your access to power will be limited to one 110 outlet

**Water Needs**

- None    Hook up    Nearby

Drainage and washing facilities are not available. Holding tanks will be required.

Note: Bagged cubed ice will also be available for purchase onsite. The cost per bag will be \$2.00 per bag. Please let us know if you would like to use this service and the approximate volume. Approximate Number of Bags \_\_\_\_\_

**Campground**

Offsite campground facilities are also available for those vendors who would like to stay close (within 5 miles) of the fairgrounds. These campsites offer water and power hook ups and have drainage facilities within the campground (not at the actual individual camp site). The special fair vendor cost for these sites is \$10 per night. The money for these sites will be taken by the campground hosts, but need to be reserved now to guarantee space availability.

- None    Yes   Nights at campground \_\_\_\_\_

**Costs**

Booths are assigned on a first come first serve basis and preference is given for returning vendors as well as those vendors who reside in Beaver County. Space will not be reserved until payment in full is received, the attached vendor agreement is signed and returned and this form is completed in its entirety. Payments must be in the form of cashier’s check, money order or business checks. Cost per Booth (10’ X10’) is \$50.

Number of Booths \_\_\_\_\_ Total Amount enclosed \$ \_\_\_\_\_

Number of staff passes needed? \_\_\_\_\_

(The passes will allow workers to enter and exit during the rodeo and demolition derby. Maximum of 2 wristbands per night. Additional passes will be available for purchase)

Note: All vendor vehicles must be parked in the fair vendor parking lot unless the vehicles are part of the vendor display space.

**FAQ:**

- Cell service is limited at our fair grounds. Normally Verizon is the only carrier that gets service
- Public Wifi service is also not very dependable
- Address to the Fair Grounds is 1400 E Hwy 21 Minersville UT 84752

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OFFICE USE ONLY

Date Received \_\_\_\_\_ Total Payment Received \$ \_\_\_\_\_

# VENDOR AGREEMENT 2018

This Vendor Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 to set forth the details of the agreement between \_\_\_\_\_, hereinafter known as “VENDOR” and the BEAVER COUNTY FAIR, hereafter known as “FAIR”, whose principal office is located at 105 East Center, Beaver, Utah 84713, for the purpose of an exhibition space rental, fund-raiser exhibition, event, activity, or commercial venture by vendor during the annual Beaver County Fair held at the Beaver County Fairgrounds in Beaver County, Utah, between the dates of August 22 through 25, 2018.

**FAIR AGREES TO THE FOLLOWING:** To provide exhibit space(s), or other necessary facilities. Vendor will be assigned exhibit space or other necessary facilities at the fair. The cost of said exhibit space or other facilities shall be \$50.00 per 10' x 10' space or as otherwise agreed by the parties in the amount of \$\_\_\_\_\_ to be payable at the time of execution of this document.

**VENDOR AGREES TO THE FOLLOWING:**

- A. Vendor or Fair shall each be entitled to cancel this agreement without cause, upon 30 days written notice to the other party. Refund payment shall be made in full prior to August 1<sup>st</sup>. No refund shall be allowed after August 1st.
- B. To provide a complete description of the exhibit or booth, including height and width with all extensions and awnings in the extended position.
- C. To provide information regarding all requirements needed prior to August 1st.
- D. Vendors handling food must possess a valid food handler’s permit, and permit shall be available for inspection upon demand.
- E. Vendors shall not obstruct or cause obstruction of designated walkways. Likewise, vendor shall not distribute pamphlets, advertisements, flyers, coupons, goods, commodities, or other items, or set up displays along designated walkways, or outside the confines of its designated commercial space.
- F. It shall be a breach of this contract that for VENDOR to solicit or accept discounted or free goods from third parties to be sold at the fair, without prior written consent of the FAIR. The FAIR reserves the exclusive right to solicit or accept discounted or free goods for all fair related activities, concessions and events.

**SAFETY AND SECURITY.** VENDOR is solely responsible and liable for the safety, security, and protection of persons visiting the booth, exhibit, event or activity, or venture. The parties agree that FAIR shall have no responsibility or liability for such persons and VENDOR hereby indemnifies and holds FAIR harmless for all such liabilities.

**INSURANCE COVERAGE.** VENDOR shall at all times during the term of this agreement maintain liability insurance in an amount adequate to protect against foreseeable claims and to indemnify the FAIR as required herein. At any time, FAIR and its agents may request proof of said insurance from VENDOR, and failure by VENDOR to provide said proof of insurance shall be cause for immediate termination of this agreement as a breach by VENDOR.

**ENTIRE AGREEMENT.** This contract contains the entire understanding between the parties and supersedes all prior agreements between them, whether written or oral. No representation, inducement, promises of agreements that are not set forth herein shall be of any force or effect. This contract may not be amended or otherwise modified except in writing executed and authorized by both parties.

**GOVERNING LAW.** This contract shall be governed and construed in accordance with the laws of the State of Utah, and applicable ordinances of Beaver County.

**ASSIGNMENT.** This contract may not be assigned, transferred, pledged, or encumbered by either party hereto without the written consent of the other party.

**RELATIONSHIP OF THE PARTIES.** Nothing contained in the contract shall be deemed to construe by the parties or by any third party to create the relationship of principal and agent, partnership or joint venture between the parties.

**INDEMNIFICATION.** VENDOR agrees to indemnify and hold FAIR and its officials, directors, agents, and employees harmless from any and all liability, expenses, losses or damage, and to provide a defense, or reimburse defense costs, including, without limitation, reasonable attorney’s fees, incurred in connection with any demand, claim, or legal action, threatened or actual, including third party claims, arising directly out of the vendor’s negligence or failure to act, in connection with the exhibit.

**NOTICES.** Any notice, request, approval or consent under this contract to be given by either party to the other shall be given in writing and shall be considered served when delivered in person, certified mail, registered mail or by special messenger, addressed to the recipient at the address set forth in the opening paragraph of this contract or at such other address as either party may subsequently furnish in writing to the other party.

**UPON BREACH OF ANY OF THE ABOVE INDICATED CONTRACT TERMS BY VENDOR.** This agreement shall immediately terminate, the designated exhibit space exhibition or other provided facility shall be vacated by VENDOR as directed by FAIR.

**IN WITNESS WHEREOF,** the parties have executed this contract effective as of the day and year first above written.

**BEAVER COUNTY FAIR**

**VENDOR**

\_\_\_\_\_  
Alison Webb, Chair  
Beaver County Fair  
PO Box 2249  
Beaver, UT 84731

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Vendor: \_\_\_\_\_  
\*If food vendor, what type of food?

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date