# BEAVER COUNTY FAIR

## August 26th-28th, 2021

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. If you wish to pay by credit card please use the following link:

https://secureinstantpayments.com?Event=3595. If you want to pay by phone or experience problems with the link, call LeeAnn Dalton the Beaver County Treasurer at (435) 438-6410. If you pay online or by phone, you still need to mail both your Vendor Agreement and Space Request or email them to <a href="mailto:jwebb0825@gmail.com">jwebb0825@gmail.com</a> Spaces will not be reserved until all forms and payments are received.

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 at our fair 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 35 Booths and 2-3 trailers. **This year vendors cannot sell any funnel cakes or corn dogs those two items are limited to the carnival only.** 

Like us on Facebook.

You can look for updates on 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 Jwebb0825@gmail.com

### **Beaver County Fair Vendor Space Request 2021**

Fair dates: August 26-28, 2021

Company			Tax Id#	
Mailing Addre	255			
o o	(Street or PO Box)		(State)	(Zip)
Contact Perso	on		Phone	<del></del>
Cell Phone			Email	
•	ness participated in the B	eaver County Fair	? Yes 🔲 No 🔲	
	type of food or merchan	•	_	akes and corn dogs are
Display Need	<u>s</u> e Needs			
	impacted by your disple additional booth space trailer as part of your o	lay. Vendor must es if you need more display you need to your space needs.	orovide tents or coveri e than a 10' X 10' space o include tongue, tie do Our trailer spaces are e	owns and area behind extremely limited. <b>Please</b>
	Total number of 10' X : Will a trailer or other v			I No □
Electr	rical Needs			
	110 Volts	ximate number of	Amps	
	Unless you make prior	arrangements you	ır access to power will	be limited to one 110

	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.
	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
<u>Costs</u>	
	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 \$75.
	Number of Booths Total Amount enclosed \$ Paid Online? Y/N (circle)
	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. If you paid online you must email your application to jwebb0825@gmail
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
•	Beaver County Fair Doesn't limit the number of booths selling a certain product.
•	Beaver County Fair Doesn't require certain times that you must be open.
•	Vendor Set up time is Wednesday the 25 <sup>th</sup> 1-5 pm and Thursday 26 <sup>th</sup> 8 am to 3 pm unless you
	make other arrangements with Jim Webb
•	Address to the Fair Grounds is 1400 E Hwy 21 Minersville UT 84752
OFFICE	USE ONLY
Date Re	eceived Total Payment Received \$

### **VENDOR AGREEMENT 2021**

day of

. 2021 to set forth the

details of the agreement between	, hereinafter known as "VENDOR" and the
BEAVER COUNTY FAIR, hereafter known as "FAIR", v	whose principal office is located at 105 East Center,
Beaver, Utah 84713, for the purpose of an exhibition space	e rental, fund-raiser exhibition, event, activity, or
commercial venture by vendor during the annual Beaver C	County Fair held at the Beaver County Fairgrounds in
Beaver County, Utah, between the dates of August 26 <sup>th</sup> th	rough 28 <sup>th</sup> , 2021.
FAIR AGREES TO THE FOLLOWING: To provide exhi	bit space(s), or other necessary facilities. Vendor will
be assigned exhibit space or other necessary facilities at th	
facilities shall be \$75.00 per 10' x 10' space or as otherwis	e agreed by the parties in the amount of
\$ to be payable at the time of execution of this	is document

#### **VENDOR AGREES TO THE FOLLOWING:**

This Vendor Agreement ("Agreement") is entered into this

- 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 at 50% prior to July 1<sup>st</sup>. No refund shall be allowed after July 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 July 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.
- G. Vendors are not allowed to sell any corn dogs or funnel cakes. Only the carnival vendors will be able to sell these items.

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 of 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	Name:	
Beaver County Fair	Title:	
PO Box 2249	Address:	
Beaver, UT 84731		
	Phone Number:	
	Email:	
	Type of Vendor:	
	*If food vendor, what type of food?	
Date	Date	