



# FOOD VENDOR REQUEST FORM

Approval Date: _____
Contacted Group: _____
Payment: _____

Required for all food vendors wishing to sell food during the Highland County Fair.  
**This form must be completed and presented each year for approval no later than the July Fair Association Meeting.**  
**Return requirements to: Highland County Fair, PO Box 366, Monterey VA 24465**

Name of Food Vendor Group \_\_\_\_\_

Contact Person for Group \_\_\_\_\_ Contact Person Phone # \_\_\_\_\_

Is this group a non-profit organization? \_\_\_\_\_ Fair Week Date (ex. 2019, 2020) \_\_\_\_\_

List Food Items this group plans to offer (ex. regular hot dogs, French fries, onion rings, beef barbeque, cakes, etc.) \_\_\_\_\_

\_\_\_\_\_

**INSURANCE:** This group must carry liability insurance. A certificate of liability insurance is required with the application. The food vendor must include the Highland County Fair Association as an additional insured. Please see the Sample Insurance Requirements attached. If the Certificate of Liability is not received by the August Fair Association meeting, the group will be declined its request to sell food, even if previously approved. The Fair Association has general liability insurance. This insurance does not cover vendor booth contents, visitors within the confines of the vendor's booth, or vendor's personnel. Vendors should consult their insurance brokers for proper coverage on liability and inventory. In most cases a rider can be attached to existing insurance policies. Neither the Highland County Fair Association nor its agents or employees, nor the participating members, nor their agents or employees, shall be liable for any damage to the property of or for the loss of any business to the vendor, or for any loss of the exhibitor by theft, damage by fire or other means, or for injuries to the exhibitor, its employee, agents, or customers or guests arising from any cause or matter whatsoever.

**HEALTH DEPT:** Complete an Application for a Temporary Restaurant Permit (Form CSHD 4.26) from the local Health Department (ph. 540-468-2270). Sellers of food, packaged or unpackaged, must meet Virginia Department of Health codes. Additional information can be found at [www.vdh.state.va.us](http://www.vdh.state.va.us)

**BOOTH INFO:** If approved, the group must be open for food sales each night of the Fair (or ask for special approval by the fair board) and must be staffed. Returning vendors to the Fair from one year to the next will receive priority with regard to space assignments. All food vendors are responsible for set up and clean up of their booths; and vacating the grounds (if not using a permanent building) no later than Monday following the Fair. The Highland County Fair reserves the right to clear and to dispose of any properties not taken off the premises after Labor Day without incurring any liability therefore. All costs of such removal, labor and shipping may be charged to and paid by the vendor. Electricity and water connection are available to some spaces. Vendors will need to request their needs with the outside vendor coordinator or the fair president. Vendors will be responsible for their own cash/money needs. Any vendor using vegetable oil must dispose of the oil at the county landfill, not on the fairgrounds or the dumpster/trash barrels on fairgrounds.

**COMPLAINTS/BEHAVIOR:** All exhibitor complaints and grievances during set up, sales, and clean up must be addressed to the Fair Association President or outside vendor coordinator. Disruptive, unprofessional, or abusive vendor behavior will not be tolerated. The Highland County Fair reserves the right to enforce the dismissal of any vendor, employees or guests whose actions are deemed as detrimental to the operation of the Fair.

**TRASH:** Vendors are responsible for removal of all trash within the confines of their booth at the end of each day. A dumpster will be on the grounds for this trash.

**FEES:** All vendors will pay 25% of their net profits from their food booth sales or a minimum flat rate of \$200 (commission) whichever is greater to the Highland County Fair Association, which is due no later than October 31 of the current year.

**PARKING:** On-grounds parking is limited to one vehicle per vendor booth. One parking pass will be given to the contact person.

**FREEZER SPACE:** Limited freezer space is available to food vendors in the freezer near the school kitchen door. Contact the Fair Association President for use of the freezer.

As our group representative, our group agrees to sell the food items noted above with the board's approval. We agree to follow the rules noted above. The group understands that by signing this agreement, we have until the July Fair Board meeting to withdraw from the agreement without penalty; after the July board meeting the group will be bound to the rules and fees noted.

Signature of Food Group Representative \_\_\_\_\_

Date \_\_\_\_\_

## Sample Insurance Requirements

The requirements listed are minimum limits only and do not limit liability or obligations.

- Required minimum limits for the above coverage are as follows:

### **General Liability -**

\$1,000,000 each occurrence

\$ 100,000 Fire Damage

\$ 10,000 Medical Expenses

\$1,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

### **Automobile Liability** – Including Hired Auto and Non-Owned Auto

\$1,000,000 Combined Single Limit

### **Workers Compensation & Employers Liability Insurance -**

Statutory Limits for Workers Compensation

\$1,000,000 each accident

\$1,000,000 each occurrence by disease

\$1,000,000 by disease - policy limit

### **Excess Liability -**

\$5,000,000 Each Occurrence

*An Excess Liability policy of more than \$5,000,000 on an umbrella form can be used to satisfy the above limits.*

- Highland County Fair Association Inc. shall be named additional insured on the liability policies listed above (except Workers Compensation) in connection with the services to be provided.
- This insurance for the additional insured shall be as broad as and at the same limits as that of the named insured.
- Insurance shall be primary and any insurance maintained by the Additional Insured shall be excess and non-contributory until all the limits of insurance have been exhausted through the payment of claims.
- All rights of subrogation are waived for the policies listed above, including workers compensation.
- The policies listed shall provide for 30 days' advance written notice by certified mail of cancellation, termination or alteration of any policy.