



# ISLE OF WIGHT COUNTY FAIR

March 21, 2011

To Whom It May Concern;

The Isle of Wight County Fair Committee would like to extend an invitation for you to be a food vendor at the 2011 Isle of Wight County Fair. We are excited to have another family fun event that will offer something for the entire community including food, fun and national entertainment.

Please review the enclosed food vendor information, including dates and times of the 2011 Isle of Wight County Fair. You will find the agreement, application, and rules and regulations that will be enforced through the duration of the event. Please note the information regarding the ability to sell beverages. Only Pepsi products will be allowed including the Aquafina water. Only 20 oz. Pepsi products (plastic bottles only) will be allowed and each item will sell for \$2. Please complete and return the enclosed application and agreement, including a copy of Proof of Insurance as soon as possible to secure your place at this year's Fair. **All applications must be received before July 29, 2011.** Any application received after July 29, 2011 will not be considered for participation at this event. All approved applicants receive either written or electronic mail notification.

Once you are notified of your approved application, you will receive an application for a Temporary Food Permit from the Isle of Wight Health Department. The Temporary Food Permit will need to be returned to the Isle of Wight Health Department within 10 days of receiving. As well, **food vendors are required to show proof of liability insurance and must name Isle of Wight County as additionally insured.**

The Isle of Wight County Fair is experiencing tremendous growth year after year. In just three short years our admission figures have grown from 12,500 guests in 2008 to 29,500 guests in 2010. Our Committee recognizes our ability to continue growing and we are investing additional funds to expand our marketing for 2011.

We look forward to working with you on what will be a great family event. If you have any questions, please feel free to send me an email at [dkeyt@isleofwightus.net](mailto:dkeyt@isleofwightus.net) or give me a call at 757-365-6325.

Sincerely,

**Darlene Keyt**  
Fair Coordinator  
Isle of Wight County Parks and Recreation

**Billy Goodman**  
Food Vendor Chair  
Isle of Wight County Fair Committee

**TEMPORARY CONCESSION SERVICES AGREEMENT**  
**Isle of Wight County Fair**  
**September 15-18, 2011**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **ISLE OF WIGHT COUNTY BOARD OF SUPERVISORS** (hereinafter the "Board") and \_\_\_\_\_ (hereinafter the "Concessionaire"). The Board and Concessionaire may hereinafter be referred to individually as a "Party" or jointly as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Board owns and operates certain property in Isle of Wight County, Virginia, referred to as the Joel C. Bradshaw Fairgrounds at the Isle of Wight County Heritage Park (hereinafter the "Park"), located at 21311 Courthouse Highway, Windsor, Virginia 23487-6136; and

**WHEREAS**, the Board desires to grant concession rights for the sale of food, beverages, apparel, and other items, as well as for the distribution of information, to be provided during the 2011 Isle of Wight County Fair to be held at the Park.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and conditions herein contained, the Parties agree as follows:

1. **GRANT OF USE:** The Board hereby grants to Concessionaire, and Concessionaire accepts, the non-exclusive privilege of maintaining a temporary concession within the Park (hereinafter the "Concession Premises").
2. **CONDITION OF CONCESSION PREMISES:** Use of the Concession Premises by the Concessionaire shall constitute acknowledgement that such premises is in good condition and that the Concessionaire accepts the Concession Premises in its presently existing condition, for which the Board shall not be required to make any alterations thereto.
3. **USE OF PREMISES:** The Concession Premises shall be used to provide temporary concession services. Concessionaire shall not use or permit the Concession Premises to be used for any other purpose, without obtaining the prior written consent of the Board (which shall not be unreasonably withheld).
4. **EQUIPMENT:** Concessionaire shall be solely responsible to pay for the space and equipment that is necessary to operate the concession as more fully set forth in Exhibit A.
5. **PRODUCTS:** Upon execution of this Agreement, Concessionaire shall provide the Board with a full and complete list of all products Concessionaire intends to sell on the Concession Premises. The Board reserves the right to prohibit the sale of any item that it deems objectionable or inappropriate for sale at the Park.
6. **HOURS OF OPERATION:** Concessionaire shall operate the concession in accordance with the schedules developed for programs or events by the Board in accordance with Exhibit A or at other times, as may be agreed upon by the Parties.
7. **PROHIBITED SALES:** Notwithstanding anything to the contrary, the sale of liquor, beer, or other alcoholic beverages, and tobacco products, as well as any and all controlled substances, including but not limited to marijuana, is strictly prohibited on the Concession Premises. A breach of this Section 7 shall be grounds for the immediate termination of this Agreement.
8. **INDEPENDENT CONTRACTOR; NO LEASE:** This Agreement is not a contract of employment, nor does an expressed or implied employer-employee relationship exist between the Board and Concessionaire or between the Board and any employee or agent of Concessionaire. Concessionaire shall at all times be deemed an independent contractor. Concessionaire is not, by virtue of this Agreement, authorized to bind the Board to any agreements or obligations. The Board shall not be liable for any acts of Concessionaire, its employees or agents in the performance of their duties. No portion of the Concession Premises shall be deemed to have been leased to the Concessionaire pursuant to this Agreement. Concessionaire is a licensee and not a lessee of the Concession Premises. The right of Concessionaire to occupy the Concession Premises and operate the concession in accordance with this Agreement shall continue only so long as the terms of this Agreement are strictly and promptly complied with by Concessionaire.

9. **TERM:** The term of this Agreement shall be as set forth in Exhibit A (hereinafter referred to as the "Term").
10. **REFUSE; SANITATION:** Concessionaire shall keep the Concession Premises in a clean and sanitary condition at all times. Concessionaire shall store all trash in the containers provided by the Board for that purpose.
11. **LICENSES; PERMITS:** Concessionaire shall be solely responsible for obtaining and paying for any and all permits or licenses that may be required for the operation of the concession.
12. **INSURANCE:** Throughout the Term of this Agreement, Concessionaire shall maintain insurance coverage, with a company licensed to do business in the state of Virginia, for bodily injury, death, or property damage occasioned by reason of the operations conducted by Concessionaire on the Concession Premises, including products liability. All such insurance shall name the Board as an additional insured party. Concessionaire shall provide the County Attorney with a certificate of insurance within fifteen (15) days of the date of this Agreement. No insurance policy may be cancelled or changed without thirty (30) days written notice to the Board of such cancellation or change in coverage.
13. **INDEMNIFICATION:** Concessionaire shall hold the Board harmless from, and shall defend and indemnify the Board from and against, any and all liability for injuries to, or deaths of, persons or damage to property arising from activities or services provided on the Concession Premises by the Concessionaire. Each Party shall give the other Party prompt notice of any claim that in any way directly or indirectly affects either Party, and both Parties shall have the right to participate in the defense of such claim.
14. **TERMINATION:** Either Party may terminate this Agreement at any time by giving thirty (30) days written notice to the other. Further, in the sole discretion of the Board, if the manner of operation of the concession does not meet the requirements of this Agreement, or if Concessionaire is in default of any terms of this Agreement, the Board may immediately terminate this Agreement.
15. **ASSIGNMENT:** Concessionaire may not assign any right, privilege, or license conferred by this Agreement without the prior written approval of the Board.
16. **WAIVER:** The waiver by the Board of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.
17. **ENTIRE AGREEMENT; MODIFICATION:** This Agreement constitutes the full and complete agreement between the Parties hereto with respect to the subject matter hereof. There are no statements, agreements, understandings or representations of any kind, express or implied, concerning the subject matter which are not merged herein or superseded hereby. This Agreement may only be modified or amended by an agreement in writing executed by both Parties hereto.
18. **GOVERNING LAW:** The Parties agree that this Agreement shall be deemed to have been made in the Commonwealth of Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia. The Parties further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in Circuit Court of Isle of Wight County to the express exclusion of any otherwise permissible forum.

**IN WITNESS WHEREOF** the Parties have executed this Agreement in Isle of Wight County, Virginia, on the day and year first above written.

Isle of Wight County  
Board of Supervisors

Concessionaire

Approved as to Form:

\_\_\_\_\_  
W. Douglas Caskey,  
County Administrator

\_\_\_\_\_

\_\_\_\_\_  
A. Paul Burton  
Interim County Attorney

**EXHIBIT A**

**FOOD VENDOR APPLICATION**

Business Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Detailed Description of PROPOSED MENU, PRICE LIST, AND ATTACH A PHOTO OF SETUP:

**All vendors are allowed to sell Pepsi products including Aquafina water in 20 oz. plastic bottles for \$2. All Pepsi Products are to be purchased from the Fair Committee.**

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

**\*\*NON-RETURNABLE PHOTO OF SETUP MUST BE INCLUDED WITH APPLICATION OR EMAILED TO DKEYT@ISLEOFWIGHTUS.NET PRIOR TO APPLICATION DEADLINE!**

**Vendor Passes:** How many vendor passes do you need for the entire 4 day event? \_\_\_\_\_ (A pass is needed for each person per day.)

**Food Vendor Fees:**

There is a flat fee of \$650.00 for full menu vendors. There is a flat fee of \$350.00 for Novelty vendors

**Space Availability:**

20'x20' space (which includes electricity and water)

Electricity: Number of outlets needed \_\_\_\_\_ (Please circle amps/volts needed) Amps: 20 30 50 Volts: 110 220

Type of Structure to be used for Shelter (trailer, pop-up tent, etc.): \_\_\_\_\_

**Total Amount Due:**

Vendor Full Menu Fee <b>\$650</b>	Vendor Novelty Fee <b>\$ 350</b>	Total Amount Due: _____
		**Deposit Due: 7/29/11 <u>    \$50    </u>
		Balance Due: 9/01/11 _____

**\*\*Please forward a \$50 deposit using a cashier's check or money order payable to Isle of Wight County by July 29, 2011. Your balance will be due September 1, 2010.**

**-In order for your application to be complete, send proof of insurance in the amount of \$1,000,000 naming Isle of Wight County as additional insured.**

**-Please contact the Isle of Wight County Health Department to determine your need for a health permit.**

## **RULES, REGULATIONS, AND OTHER INFORMATION**

1. Vendor agrees to supply manpower to operate the booth according to the following schedule:
  - September 15, 2011 (Thursday) 5:00 p.m.-10:00 p.m.
  - September 16, 2011 (Friday) 11:00 a.m.-11:00 p.m.
  - September 17, 2011 (Saturday) 10:00 a.m. -11:00 p.m.
  - September 18, 2011 (Sunday) 12:00 noon -6:00 p.m.
2. The Board reserves the right to terminate this contract and require the removal of vendor booth or exhibit for any cause deemed reasonable by the Fair Committee.
3. Vendors may begin set up starting Wednesday, September 14, 2011 starting at 9:00 a.m. It is imperative that all vendors are unloaded and vehicles removed from the festival grounds 1 hour prior to the opening of the Fair. **Vendors are expected to remain open for business until closing on all days.**
4. All vendors are responsible for supplying, as well as, setting up and taking down their own displays, dividers, tents, overhead coverings, booth signage, booth decorations, tables and chairs. A small tent area will be provided for your customers to enjoy their meals. Vendors are also expected to clean up their assigned booth areas at the conclusion of their sales day. All trash must be disposed of properly for consideration to participate in next year's County Fair.
5. Vendors will be given passes for admissions into the Fair. These tickets are **ONLY** for use by people working your booth. All other workers must pay the admission fee unless prior arrangements have been made with the Fair Coordinator. All workers will need a pass each day they work. (Passes will be collected at the entrance gate daily.)
6. Vendors will receive an information packet in the mail one week prior to the Fair. The packet will contain important information such as festival maps, parking passes and contact numbers. Please ensure your mailing address is correct when completing your application.
7. There is no rain site or rain date. Events will remain open unless the Fair Chairman determines the conditions to be severe. Vendors should come prepared with suitable materials to protect their merchandise.
8. Vehicles such as golf carts, ATV's, and the like will require approval from the Fair committee.
9. An application is a commitment to show when accepted by the Fair Staff. **NO REFUNDS** will be made for cancellation after notification of acceptance or cancellation due to inclement weather. Booth space is non-transferable.
10. Applications must be postmarked no later than **July 29, 2011** to secure booth space in the festival.
11. All checks or money orders must be made payable to **Isle of Wight County.**

Please return your completed agreement, vendor application, copy of temporary food permit and proof of insurance to:

**Isle of Wight County Parks and Recreation**

**Attn: Fair Coordinator**

**13036 Nike Park Road**

**Carrollton, VA 23314**

**757.365-6325**