

Berkeley County Youth Fair Food Vendors

Dear Food Vendor,

January 1, 2017

The Berkeley County Youth Fair (BCYF) will be held at the Harry D. Shelley Park on Golf Course Road in Martinsburg, WV during the week of August 5-12th, 2017. We would like to invite you to be a food Vendor at the Fair. **Our Fair will officially open at 12 noon on Sunday, August 6, 2017.**

We are limited on space and will accept applications on a first come first serve basis. All applications must be completed, signed and include a copy of your Business License, insurance information and deposit of \$500.00 made payable to the BCYF. Your exhibit fee will be 15% of your gross sales for the week less the deposit. The deposit is non-refundable if you choose not to come after making the commitment.

BCYF has an open policy regarding foods being sold with the exception that anything being sold can't be priced below BCYF prices. Also, BCYF is exclusive to Pepsi products and all vendors must only sell Pepsi products.

Registration will be held Saturday August 5th between 1-5pm unless other arrangements have been made. All Vendors will receive a packet at registration which will include 21 daily passes and 1 parking pass. Additional passes may be purchased with this application or during the week of the Fair at the Fair office. No other Vendor passes will be given out. If an employee forgets or doesn't have a pass they must pay to enter the Fair. No Vendors are permitted to park their vehicles inside the Fair area or drive any vehicles out of the Fair area between the hours of 2pm-6am.

1. Vendors shall not sell from any place other than the space assigned by the Fair on the fairgrounds. **Vendor spaces will be issued on a first come first serve basis.**
2. A \$500.00 deposit is required when returning this Contract. The deposit is to be applied to the 15% commission of gross sales at the Berkeley County Youth Fair and is non-refundable. In the event the Vendor is in default under this Contract, the deposit shall be forfeited to the Youth Fair in consideration of the Fair's additional administrative expenses incurred as a result of such default and not as liquidated damages.
3. The Fair reserves the right to control loud speakers or any other concession creating disturbing noises. The display of all signs and pictures, the distribution of all advertising material and literature of any character shall be subject to the supervision and approval of the fair.
4. Vendor's must dispose of all waste properly and will not dispose of items on the ground or in improper areas.
5. **Each Vendor must contact and complete an application with the Berkeley County Health Department at least 3 weeks prior to the first day of the fair.** The Berkeley County Health Department number is 304-263-5131. The Vendor agrees to be present at the BCYF grounds on Saturday August 5, 2017, and be prepared for inspection by the Berkeley County Health Department. The Vendor further agrees that their concessions shall operate for the duration of the Fair. The required hours of operations are as follows August 6 & 12 from 12 noon-11pm and August 7-11, 2017 from 4pm – 11pm. This does not preclude the Vendor from opening earlier in the day. Vendors must keep its menu and prices posted in plain sight of the public. Only the items listed on the attached application shall be permitted to be displayed and/or sold. No changes or additions to the menu will be allowed. Vendor's concession shall be fully staffed and ready for operation during the required hours set forth above by BCYF.

6. Vendors shall have their equipment and all property used in connection with the concessions, including all plumbing and wiring, in good condition, clean and of first-class quality. All Vendors' shall be subject at all times to inspections of and approval by the Fair and Berkeley County Health Dept.
7. During the term of this agreement, the Vendor shall have the right to use the electrical, water and sewage facilities of the Fair and shall use these services for the purposes of preparing and serving concessions during the fair and for no other purposes. Vendors shall comply with all rules and regulations regarding the use of these utilities, including the installation of all the safety features required by the Fair.
8. The Vendor shall comply with all laws, ordinances, orders, regulations, directives, statutes and other federal, state or local government bureau or department applicable to (a) the preparation and serving of food, (b) the operation of the Food Service facility, and (c) the satisfaction of the Vendor's obligation under this Contract. The Vendor is responsible for collecting and remitting WV sales tax.
9. Vendor's shall maintain Workers Compensation Insurance and Employers Liability covering Food Service employees and provide evidence of such coverage to the Fair. Vendors shall provide a certificate of insurance of liability and property damage in an amount of no less than \$1,000,000 upon signing this Contract. Certificates must name Berkeley County Youth Fair Association as an additional insured.
10. The Vendor agrees to pay BCYF 15% of the total gross receipts for all days of operation. Final settlement is to be made on the last day of operation of the Fair. The Vendor agrees that the Fair may, from time to time, inspect, audit, or otherwise check the operation of the Vendors business on site, including cash receipts, for the purposes of determining the accuracy of all cash reporting or gross receipts reporting required under the terms of this agreement.
11. Vendors must be removed from the fairgrounds within 48 hours after the closing of the Berkeley County Youth Fair. In the event a Vendor fails to be removed, the Fair is hereby authorized to remove the same at the Vendor's expense, or the BCYF will charge a \$100 per day for rent.
12. Failure of the Vendor to comply with the provisions and regulations set forth in this Contract subjects this Contract to immediate termination at the sole discretion of the Fair. Notwithstanding the foregoing, the Fair shall also be entitled to all other rights and remedies provided in law or at equity, and from collecting all costs and expenses associated with the enforcement of this Contract, including, without limitation, all attorney's fees and court costs.
13. The Vendor releases, indemnifies and agrees to hold harmless the Fair, its component members and their successors from and against any loss liabilities, claims, damages, costs and expenses including without limitations attorney's fees, asserted by any third party for claims or actions arising out of or as a result of the acts or omissions of the Vendor's or its obligations under this agreement or which any occur within or upon the premises herein described in any manner connected with use thereof by Vendor. The Fair assumes no liability for loss of Vendor's property or by reason of any claim for personal injury, including death arising from the Food Service Facility or the operation of the same regardless of the cause thereof, including, without limitation, the negligence of the Fair.
14. This agreement shall terminate at the closing of the last day of the Berkeley County Youth Fair in the year in which this agreement has been signed below less the 15% commission due to the Fair. Failure of the Vendor to comply with any of the provisions shall subject this Contract to cancellation at the exclusive option of the Fair, and all payments made on this Contract shall be forfeited to said Fair. Such cancellation shall become effective at the expiration of 24 hours after such notice has been deposited in the United States mail, registered or certified, postage prepaid addressed to the Vendor at the Vendor's address as indicated in the attached application.
15. The Berkeley County Youth Fair reserves the right to ask any Vendor to leave the premises if any rules and/or regulations are not adhered too. A refund will not be given to any Vendor if asked to leave. Signing this form states that you will adhere to all statements within the contract.

VENDOR SIGNATURE: _____

DATE: _____

Berkeley County Youth Fair Food Vendors Application

AGREEMENT AND RULES: Vendors at the Berkeley County Youth Fair (BCYF) held at the Harry D. Shelley Park on Golf Course Road in Martinsburg, WV the week of August 5-12, 2017. **ALL CONCESSIONS ARE TO BE MAINTAINED THROUGH CLOSE OF BUSINESS AT 11:00PM SATURDAY AUGUST 12th 2017.**

COMPANY NAME: _____

CONTACT NAME(S): _____

CONTACT ADDRESS: _____

EMAIL: _____

CONTACT PHONE #: _____ Alt. Phone #: _____

List of food serving: _____

Number of Persons Working the stand: _____ Space Required: _____

Number of Outlets Needed: _____ 110 outlet(s) _____ 220 outlet(s)

Insurance Company*: _____ Policy Number: _____

Insurance Agent Name: _____ Phone Number: _____

*Insurance regulations make it mandatory that the Berkeley County Youth Fair Associations, Inc. have the name of the food Vendor's insurance company and policy number on file. Liability insurance in the amount of \$1,000,000 must be obtained by the Vendor. This information must be provided in order for the application to be processed. **Make Checks Payable to: Berkeley County Youth Fair**

Remit Application and Payment:

Berkeley County Youth Fair

C/O Commercial Vendors

PO Box 1302

Martinsburg, WV 25402

For further information you can email: vendors@berkeleycountyyouthfair.org

Shelley Brock

2nd VP Berkeley County Youth Fair

304-261-7871
