



GRAHAM COUNTY FAIR

527 EAST ARMORY ROAD SAFFORD, ARIZONA 85546 (928) 428-6240 Trey Andrews, Director
Fax: (928) 348-0023 email: fair@graham.az.gov

FOOD CONCESSIONAIRE RULES, REGULATIONS AND GENERAL INFORMATION

FAIR DATES: October 6, 7, 8 & 9, 2022 (Sunday, October 9, 2022, will be voluntary refer to “NEW” section below)
LOCATION: Graham County Fairgrounds, 3 miles South of Safford on Hwy. 191
BOOTH COSTS: Food Booth - \$325.00

DEPOSIT: \$150.00 is REFUNDABLE, if ALL requirements are met from vendor.

FAIR CLOSING AT 11:00 P.M. EACH NIGHT. ALL VEHICLES MUST BE PARKED IN APPROVED AREAS OTHER THAN DURING BOOTH SET-UP TIMES.

BOOTH SET UP TIMES: Wednesday, October 5, 2022 8:00 a.m. - 6:00 p.m.
Thursday, October 6, 2022 8:00 a.m. – 3:00 p.m.

BOOTH RESTOCKING:
All Booths: Friday, October 7, 2022 10:00 a.m. - 11:00 a.m.
Saturday, October 8, 2022 8:00 a.m. - 9:00 a.m.
Sunday, October 9, 2022 10:00 a.m. - 11:00 a.m.

Please Do Not use any other space unless you cleared it with the fair office.

FAIR HOURS: Thursday, October 6, 2022 5:00 pm - 11:00 pm
Friday, October 7, 2022 12:00 noon - 11:00pm
Saturday, October 8, 2022 10:00 am - 11:00 pm
Sunday, October 9, 2022 12:00 noon - 5:00 p.m.

FOOD CONCESSION BOOTHS MUST BE IN OPERATION:
Thursday, October 6, 2022 5:00 p.m. - 11:00 p.m.
Friday, October 7, 2022 12:00 noon - 11:00 p.m.
Saturday, October 8, 2022 12:00 noon - 11:00 p.m.

***NEW* *OPTIONAL!* Sunday, October 9 2022 12:00 noon - 5:00 p.m.**

CHECK IN PROCEDURES: Upon arrival, check in at the Fair Office. Do not spot yourself; a representative of the Fair will assist you in getting located. Moving of your booth or stand once it is placed by the Fair representative will be considered a violation of the contract and could result in dismissal from the Fairgrounds. **If Concessionaires fail to check in no later than Thursday, opening of the fair by noon, Concessionaires will FORFEIT ALL PAYMENTS and DEPOSITS for the current fair.**

***NEW:* This year Graham County has decided to have Sunday optional for our vendors! There will be no gate fee and you will not be required to stay until close on Sunday October 9, 2022! We will allow boot dismantling/loading starting at 5:00 a.m. until 11:00 a.m. At 11:30 p.m. we will close off the vendor’s entrance due to the carnival getting ready to start its last day, which will end Sunday October 9, 2022, at 5:00 p.m. Booth dismantling will then continue from 6:00 p.m. – 11:00 p.m. As a vendor it will be your choice if you want to remain operational Sunday, but you cannot dismantle/load your booth between 11:30 p.m.—5:30 p.m.**

BOOTH DISMANTLING HOURS: Sunday, October 9, 2022, 5:00 a.m. - 11:00 a.m. / 6:00 p.m.- 11:00 p.m. or Monday, October 10, 2022, 8:00 a.m. - 12 noon. Vehicular traffic will not be allowed inside the Fairgrounds area, North of the Exhibit Buildings, after 9:30 a.m. on Sunday, October 9, 2022. Security will be provided Sunday evening for those who would like to dismantle their booth on Monday, October 10, 2022.

STOCKING AND RESTOCKING: All vehicles must be off the fairgrounds prior to 5:00 p.m. on the Thursday and before 10:00 a.m. on the Friday through Sunday of the Fair. Contact the Fair Office to obtain vehicle permits for stocking purposes all

vehicles must enter the OCC Gate located on Old County Club Road. **All unauthorized vehicles in the fairgrounds during business hours will be towed away at the owner's expense.**

SECURITY: Security will begin on Wednesday, October 5, 2022 and will continue through 6 A.M. Monday, October 10, 2022.

COSTS: Costs for exhibit or concession space, R.V. parking and gate passes are specified in the rate sheet enclosed with your application. The Fair will provide two (2) courtesy passes per day per space rented. No additional passes will be given and there will be no refunds made at the office should a worker have to pay at the gate. Concessionaires are responsible for issuing their workers a pass. Additional passes may be purchased from the Fair Office.

CONTRACT PAYMENTS: Payments must be made in full no later than September 16, 2022 failure to do so will result in forfeiture of your space. Keep a record of your payments. All payments must be paid in the form of a credit/debit card or check (money order, cashier's check, or business check). Personal checks and cash are not accepted.

INSURANCE: All vendors must have a Certificate of Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) naming Graham County Fair as additional insured. If you are unable to get a Certificate of Liability Insurance you can purchase Insurance through the Tenant User Liability Insurance Program (TULIP), a County sponsored program. Please email the Fair office: Fair@graham.az.gov for more information on the TULIP program. Vendors must provide a copy of Insurance to the Fair Office no later than 30 days prior to the Fair. Failure to do so will forfeit your vendor space, please refer to the cancelation policy.

CONCESSIONAIRE RULES, REGULATIONS AND RESTRICTIONS: In addition to the rules and regulations set forth in the contract, the Graham County Fair Association reserves the right to establish and enforce whatever rules appear necessary for the regulation of exhibits/concessions. Failure to abide by these rules/regulations will result in Concessionaire being required to immediately vacate the concession space. (No refund will be made and the space will be resold for the remainder of the Fair.)

1. Electrical Service is limited to five (5) amps per space.
2. Subletting - Subletting of any kind will not be allowed unless approved by the Fair Office.
3. Concessionaires shall conduct business within the area for which they have contracted. Soliciting in the aisles is not permitted. We ask all concerned to refrain from demoting any products, people or their concerns.
4. Concessionaires shall cooperate with the adjoining spaces and not create disturbances, nuisances or interfere with the rights or enjoyment of others in any manner.
5. Concessionaires shall provide all display equipment.
6. All tables must be skirted.
7. Fair may bar items in bad taste.
8. **ITEMS PROHIBITED ON FAIRGROUNDS:** Alcoholic beverages; pets; water weenies; snap caps/blasters; sprays, liquids (check with Fair Office) or any other item which has or emits an offensive odor; smoke bombs; throwing stars; knives (any type); laser products and any other item considered to be dangerous.
9. Cleanliness - Concessionaires shall keep their booth or concession clean at all times.
10. Items - All items sold shall be listed on the contract.
11. All giveaways, sound devices, or video equipment to be used shall be cleared through the Fair office.
12. Fair reserves the right to reject any and all requests for concessionaire booths.
13. Inside booths located in the center aisle may not exceed 8' in height.

14. Personal Property Protection - Each Concessionaire is responsible for the safekeeping of all his properties. It is required that each exhibitor/concessionaire obtain and keep in force insurance to cover the entire value of his merchandise or personal property against theft, burglary, or vandalism.
15. Food item giveaway or sale prohibited outside of food court. **Food samples pertaining to exhibitors business are permitted with a current Health Food Permit.**
16. All sound devices must be approved by Fair Management and be kept at a conversational level.

MISCELLANEOUS:

1. Telephone Messages: Unless you are registered with the Fair Secretary in the Fair Office, messages will not be taken for you (we will not go get you to answer the telephone call; but, we will take a message for you.)
2. Reservations on your **SAME SPACE(S)** can be made for next year's Fair **at any time** with a deposit to secure the same space. The booth space you rented this year will be held for you to reserve for the next year **until 10:00 a.m. on Saturday, October 8, 2022.** NO EXCEPTIONS!! Spaces can be reserved any time after 10:00 a.m. on Saturday, October 8, 2022, with a deposit on a first come, first serve basis.
3. The Graham County Fair expects its Concessionaires to act responsibly in all respects and to ensure that no abusive, exploitative or illegal conditions exist during the Fair. Graham County Fair requires that Concessionaires comply with all applicable laws and regulations, as well as the Concessionaires Rules, Regulations and Restrictions set out in the Contract.



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FOOD CONCESSION SPACE AGREEMENT

ELECTRICAL SERVICE IS LIMITED TO FIVE (5) AMPS PER SPACE.

A \$150.00-REFUNDABLE DEPOSIT MUST ACCOMPANY APPLICATION.

Please Do Not use any other space unless you cleared it with the fair office.

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

ADDRESS: _____

TEL: _____ E-mail: _____

THIS AGREEMENT IS MADE BETWEEN THE GRAHAM COUNTY FAIR ("FAIR") AND _____ ("CONCESSIONAIRE").

BOTH PARTIES AGREE:

1. Fair grants Concessionaire the use of concession space to conduct activities during the Graham County Fair to be held: OCTOBER 6 – 9, 2022.
2. Concessionaire shall conduct only the following activities at the Graham County Fair, and the right to conduct these activities is not an exclusive right. **Fair reserves the right to approve or refuse the sale or exhibition of any item. List all items to be sold or exhibited:**

3. a) **ELECTRICAL SERVICE IS LIMITED TO FIVE (5) AMPS PER SPACE**

		<u>SPACE NO.</u>	<u>COST</u>
b) Indicate Area/Space Requested: See attached diagram for space locations and prices.	1st Choice	_____	_____
	2nd Choice	_____	_____
	Refundable Deposit		\$150.00
	Early Bird Discount		-\$25.00
	(Contracts paid in full before Friday, August 13, 2021)		

Graham County Chamber Member Discount -\$25.00
(Fair Office will validate membership with Chamber)

TOTAL \$ _____

R.V. spaces are available at \$25.00 per day - contact Fair Office.

- c) Contract will not be considered valid until a signed agreement with accompanying payment is received by the Fair office. Payment need to be made in full due by 5:00 p.m. on September 15, 2022. **FAILURE TO PAY BALANCE BY 09/16/22 WILL RESULT IN LOSS OF BOOTH SPACE.**
4. Terms and Conditions: Exhibitor agrees to abide by the following conditions:
- a) Concessionaire agrees to abide by all pertinent federal, state, county, and city laws, ordinances, fire and safety codes and by all pertinent regulations for the Fair.
- b) Concessionaire shall surrender premises to the Fair at the end of the license period in the same condition as received.
- c) Concessionaire accepts total responsibility for his Concession and its' safety in relation to fire, robbery, accident, or other destructive cause, and to injury to the pubic which might occur within the confines of the Concession or injury to Concessionaire or his employees or agents while on the Fairgrounds and to hold the Fair harmless there from. Insurance, which Concessionaire may desire to cover such contingencies, will be placed by Concessionaire at own expense.
- d) Concessionaire agrees he will not sublet, transfer, or assign any of the privileges of this agreement without written consent of the Fair.
- e) Fair assumes no responsibility for any property stored or placed on the premises; such property being stored or placed is at the Concessionaires risk. This agreement releases the Fair and saves the Fair harmless from liability because of loss or damage to such property resulting from any cause whatsoever. Any property remaining on the grounds for two (2) days after contract period has expired will become property of the Fair to be removed, stored or sold at Concessionaires expense.
- f) Concessionaires agrees to indemnify, defend, and protect the Fair against and hold and save harmless, from any and all claims, demands, suits, liability, damages, loss or costs of whatever kind of nature which might result from any action or failure to act of the Concessionaires or any of his officers, agents, employees, or other representatives, including but not limited to claim of damage or loss, harm or injury to the person or property of the Concessionaire or any of its' officers, agents, employees, or other representatives, or to any other third parties.
- g) Should acts of God, strikes, work stoppages, **epidemics/pandemics** or any other cause not within the control of the Fair and its' Director make it impossible for the Fair to be held or the particular area to be occupied by the Concessionaire, then the Fair, and its' officers and employees are jointly released from any and all claims which may arise as a result thereof. Management shall determine and refund to the Concessionaire his proportionate share of applicable payments for concession space received in accord with accountable expense incurred. In no event shall the Fair be liable for loss of profits, business, or any other damage to Concessionaire through Fair cancellation for such causes, and in any case not to exceed the money paid by Concessionaire to the Fair to obtain its' Concession site.
- h) Should Concessionaire fail to comply in any material respect with terms of this agreement then payments made to the time of breach shall be retained by the Fair as liquidated damages, and management shall have the right to sell, reassign contracted space without further notice or make such use of space, as Fair deems to be in the best interest of the Fair.
- i) Fair shall have full power in interpretation and enforcement of all terms and rules contained herein and such further rules and regulations as it shall consider necessary for the proper conduct of the Fair.

- j) Cancellations of booth reservation with **30 days prior notice to opening fair date** will result in a full refund of booth payment and/or deposit, cancellation of booth reservations **with less than 30-day notice to opening fair date** will result in zero refund of booth payment and/or deposit.
- k) The Graham County Fair expects its Concessionaires to act responsibly in all respects and to ensure that no abusive, exploitative or illegal conditions exist during the Fair. Graham County Fair requires that Concessionaires comply with all applicable laws and regulations, as well as the Exhibitor Rules, Regulations and Restrictions set out in the Contract.
- l) All sound devices must be approved by Fair Management and be kept at a conversational level.

The Graham County Fair Rules, Regulations and General Information document are all made a part of this agreement and are fully incorporated herein, and the Concessionaire agrees that he has read this agreement and the conditions and stipulations and understands that they shall apply, unless amended by mutual consent in writing of parties hereto.

GRAHAM COUNTY FAIR REPRESENTATIVE

FOOD CONCESSIONAIRE

By: _____

By: _____

Date: _____

Date: _____

*Disclaimer: Due to COVID-19, the safety of holding the fair will be evaluated thirty days prior to opening day. Fair Vendors is contingent upon the fair taking place and could be canceled at any time up until the fair begins.

For Fair Office Use Only	
Fair Contract received on: _____	Received By: _____
Insurance Certificate Received on: _____	Received By: _____
Booth Rental Paid in Full on: _____	Verified By: _____