

**2023 SKAGIT COUNTY FAIR**

*"Hare Comes the Fun"*

**Food Concession Space Application**

**Application Deadline: March 15, 2023**

**Dates:** August 9 – August 12, 2023 **Hours:** 10:00 am - 10:00 pm daily

**Contact Number:** 360-416-1350 **Email:** [francesn@co.skagit.wa.us](mailto:francesn@co.skagit.wa.us)

**Note:** This application does **NOT** guarantee space for the Fair. **DO NOT SEND MONEY WITH APPLICATION.**

All information must be completed or application WILL NOT be accepted. **Mail completed application to:**  
**Skagit County Fair, 1730 Continental Place, Mt. Vernon, WA 98273 or email to [francesn@co.skagit.wa.us](mailto:francesn@co.skagit.wa.us)**

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
(Name to be used throughout the Fair, please specify if different legal business name)

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

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

Phone: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_ UBI # (required) \_\_\_\_\_

Company Website: \_\_\_\_\_ Social Media: \_\_\_\_\_

Size Requested (10x20,etc) \_\_\_\_\_ Do you have a Trailer, Tent, or Other? \_\_\_\_\_

If you have a trailer, is it L&I Certified (this will be enforced)? \_\_\_\_\_

**\$500.00 per booth will be due up front (by June 29, 2023). This will be subtracted from the total due by the vendor at the end of the Fair. At the end of the event, the Fair will collect 20% of gross sales minus sales tax. If the total due to the Fair at the end of the event is less than \$500.00, no refund will be given (nor will any money be collected). You will need to keep track of every sale via a cash register, square or other pre-approved method.**

**Amount of Power Required (no extra cost)**  
**circle one**  
 125v/250v 50A  
 125v/250v 50A  
 120v 20A  
 120v 30A

**FOOD LIST:** Products not listed on this application will not be allowed. Include photograph(s) of booth set-up, product(s), and menu with anticipated pricing. All requests for changes to original product list must be approved by Fairgrounds staff.

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

**REFERENCES:** List all fairs, festivals, or consumer trade shows in which you have participated. \_\_\_\_\_

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

## VENDOR CONTRACT

### SIGN BELOW, APPLICABLE IF ACCEPTED AS A VENDOR.

SKAGIT COUNTY through the SKAGIT COUNTY FAIRGROUNDS DIVISION OF SKAGIT COUNTY PARKS AND RECREATION (hereinafter referred to as COUNTY) and Vendor (as written on page 1)(hereinafter referred to as CONTRACTOR) for and in consideration of the mutual benefits do hereby agree as follows:

1. The COUNTY hereby grants to the CONTRACTOR a **food vendor booth concession space** during the 2023 Skagit County Fair at the Skagit County Fairgrounds. CONTRACTOR will make payment to the COUNTY, **a non-refundable fee of \$500.00** for each food vendor booth concession space on or before June 29, 2023. At the conclusion of the Fair on Sunday, August 13, 2023, CONTRACTOR agrees to also pay a sum of **20 percent (%) of their net sales (gross sales minus sales tax)** per food vendor booth concession space at the Skagit County Fair. The non-refundable payment of \$500.00 will be figured into the final calculations and subtracted from the total due to the COUNTY. If the total due to the COUNTY from the CONTRACTOR is less than \$500.00 no refund will be given to the CONTRACTOR.
2. The non-refundable monetary consideration of **\$500.00** shall be payable to "Skagit County Fairgrounds" on or before **June 29, 2023**.
3. The CONTRACTOR shall comply with the following conditions as stated in the regulation section. In the event the CONTRACTOR fails to comply with any of the following conditions, the COUNTY may treat the CONTRACTOR as being in breach of this contract and at its options may: relet the space to alternate CONTRACTOR for the remaining term of the contract, remove CONTRACTOR from the premises, and refuse participation in future Skagit County Fairground events.
4. The parties agree that CONTRACTOR is an independent, and not an employee nor agent of the COUNTY. CONTRACTOR hereby agrees not to make any representations to any third party, not to allow such third party to remain under the impression that CONTRACTOR is an employee of the COUNTY.
5. The CONTRACTOR hereby agrees to save the COUNTY harmless from all loss of damage occasioned to it or to any third person or property by reason of any acts of omissions on the part of the CONTRACTOR, subs, agents, employees or persons working directly or indirectly in the performance of the Contract including joint acts or omissions and defending any suit which may be commenced against the COUNTY or any person alleging injury by reason of such acts or omissions, and will pay any judgment which may be obtained against the COUNTY in such suit. **COUNTY does not guarantee to CONTRACTOR exclusivity of product.**
6. This contract shall commence on **August 6, 2023** and continue until **August 13, 2023** (set-up and take-down). Either party may terminate this Contract by giving 45 days notice in writing, either personally delivered or mailed postage prepaid by certified mail, return receipt requested, to the party's last known address.
7. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same.
8. The CONTRACTOR will secure, at his/her own expense, all personnel required in performing said services under this Contract. CONTRACTOR shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold COUNTY harmless there from.
9. The CONTRACTOR shall provide proof of insurance for general comprehensive liability in the minimum amount of \$1,000,000.00 per occurrence to cover CONTRACTOR 'S activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. **A certificate of insurance naming the County, its officials, employees and agents as additional insured's and naming the County as a certificate holder shall accompany this Contract for signing.** The Certificate of General Comprehensive Liability Insurance shall also have an attached additional insured endorsement page that links the County to the policy. Thirty (30) days' written notice to the County of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto as set forth in. The CONTRACTOR insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute to it.

#### Food Concessionaire Sales Reporting:

- Cash register/s must be placed in a position to enable customers to read their total bill from in front of or on either side of the stand.
- Appropriate cash registers must be used. The use of any other method to keep cash or make change is STRICTLY PROHIBITED.
- Each cashier waiting on the public must ring up each sale, make change, and then close the cash drawer. No sales are to be made from open drawers or under the counter.
- If a cashier makes an error after the sale is finalized on the register, it must be recorded on the over-ring report and circled on the cash register tape. The correct sale amount must be re-rung in the cash register.
- Previous day's cash register tapes and report sheets must be turned in by noon to the Food Booth Auditors each day beginning on Thursday of the fair. Final day reports must be turned into the Food Booth Auditors on Sunday following the fair. Final payment appointment times need to be set with the Food Booth Auditors prior to Sunday. Payment will be made during your Sunday appointment time to the County's Fair Food vendor Auditor.
- Daily register tapes must include One (1) "X" reading and One (1) "Z" reading with the "Z" NUMBER.

I have read the General Rules and Regulations and agree to abide by the rules and regulations stipulated in the contract should space be available. By signing this application, I hereby authorize the Skagit County Fairgrounds to secure information concerning any of the above facts from companies listed.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian Adams, Director  
Skagit County Parks, Recreation & Fairgrounds

**Mail/Email completed application to:**  
**Skagit County Fair, 1730 Continental Place, Mt. Vernon, WA 98273**  
**Email: [francesn@co.skagit.wa.us](mailto:francesn@co.skagit.wa.us)**

**DO NOT SEND ANY PAYMENT WITH APPLICATION!**  
**Once you have been 'accepted' as a vendor in our Fair, you will receive an acceptance email with more information and a request for payment, which will be due June 29, 2023.**