



NON-FOOD VENDOR APPLICATION / AGREEMENT

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Big Horn County Fair

August 1ST - 7th, 2022

Vendor/Business Name: _____

Mailing Address: _____ City: _____ State: ____ Zip: _____

Phone No. _____ Contact: _____

Email: _____

Please describe your product or exhibit / display.

COMMERCIAL BOOTH RATES

RENTAL	PRICE	AMOUNT
10' X 10' AREA	\$75.00	
TABLE/CHAIRS	\$15.00	
ELECTRICITY	\$15.00	
PEG BOARD	\$10.00	
TOTAL DUE:		

****BIG HORN COUNTY FAIR DOES NOT GUARANTEE EXCLUSIVITY OF ANY PRODUCT****

APPLICATION DEADLINE IS MAY 1ST, 2022

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 Date Received: _____

For office use only
Approved: YES or NO
Notified: YES or NO
Method of notification:

BIG HORN COUNTY FAIR COMMERCIAL VENDOR AGREEMENT

- **NON-TRANSFERRABLE:** This agreement cannot be assigned, transferred or otherwise disposed of without the written consent of Big Horn County Fair Management.
- **OPENING/CLOSING TIMES:** Vendors will be expected to have their booth set up and ready for operation by 11 AM August 5th, 2022. The fair hall will open for vendors to set up on August 4th from 3 PM to 7 PM. Commercial Vendor agrees to attend their booth at all times during the public hours of Friday, August 5th- Saturday August 6th. Suggested vending hours are 11 AM to 6 PM. The fair hall will be CLOSED and LOCKED at 8 PM. Outdoor Vendors may stay open later. A Vendor, who fails to open on time, closes or leaves early without written consent of the Big Horn County Fair may not be allowed back in future years. **NO VEHICLES ARE ALLOWED AT VENDOR SPACES FOR LOADING/UNLOADING.**
- **BUILDING CONSTRUCTION/REMOVAL:** All buildings and enclosures constructed under the terms of this agreement must have the approval of Big Horn County Fair prior to construction. All approved buildings or enclosures, frames, booths, etc. must be removed within 7 days after the conclusion of the Big Horn County Fair. If said items are not removed, they become the property of the Big Horn County Fair or they may be removed at the expense of the vendor. Vendors ARE NOT expected to tear down booths on Saturday, August 6th. Due to overcrowding in the Fairway it is preferred they wait until August 8th after 1 PM.
- **BOOTH ARRANGEMENT/SET-UP:** Some indoor booths are equipped with a 4 ft. x 10 ft. peg board. Please specify on application if you will need peg board as spaces are limited. Vendors will need to bring their own hooks/decorations. Booths should be kept clean and look professional.
- **SOLICITING:** All personnel, merchandise, signage and equipment must remain completely inside the assigned space. Soliciting in areas outside of assigned space where it becomes disruptive to other vendors is strictly prohibited. The privilege hereby granted will be conducted according to the rules and regulations of the Big Horn County Fair and without infringement upon the rights or privileges of others.
- **AGREEMENT CANCELLATION:** Big Horn County Fair reserves the right to cancel this agreement for any cause whatsoever at any time before or after commercial vendor has commenced operations under this permit and return all payments. Commercial vendor agrees to forfeit all payments made if unable to commence operations on time or cancellation after July 1st, 2022. If for any reason Big Horn County Fair is unable to continue its operation for the time stated herein, Big Horn County Fair shall not be liable to the commercial vendor for any claims, demands or damage.
- **BREACH OF AGREEMENT:** The violation of any of the terms hereof shall be cause for the immediate revocation and forfeiture of all privileges herein granted to the commercial vendor at the election of Big Horn County Fair. Such election by Big Horn County Fair, all sums paid or contracted to be paid under this agreement to Big Horn County Fair shall be forfeited and become the property of Big Horn County Fair as liquidated damages for said breach.
- **RELEASE:** Big Horn County Fair shall not be responsible or liable for theft or damages at any time to vendors or their property, for any loss of life, personal or bodily injury, for business

interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons, or any other tenants or occupants or their suppliers on any portion of fairgrounds.

- **LICENSES/PERMITS:** Commercial vendor shall secure all City, County or State licenses or permits that may be required for their business and agrees to pay all taxes or assessments of whatsoever name or nature to fulfill this agreement. Commercial Vendor will supply a copy of said licenses or permits to the Fair Office before booths are set up.

- **CARE AND REPAIR OF PREMISES:** Upon expiration or termination of this agreement, commercial vendor agrees to surrender possession of said premises to Big Horn County Fair in as good repair as they were prior to the occupancy except allowance for reasonable wear and tear.

- **LOUD SPEAKERS /AMPLIFIED SOUND:** Commercial vendor shall use no public address systems, loud speakers, amplifiers, broadcasting devices, music or other objectionable method if it interferes with other vendors or any department of Big Horn County Fair, its employees or patrons.

- **MOTORIZED VEHICLES:** No small motorized vehicles such as golf carts, motorized skateboards, scooters, roller blades etc., will be allowed inside the Fair Hall between 11 am and midnight without prior written permission from the Fair Manager, except vehicles required by the disabled.

- **RESPONSIBILITY/IDEMNIFICATION:** Big Horn County Fair is not responsible for any salaries or expenses of any employee of a commercial vendor or any debt incurred by commercial vendor in the fulfillment of this agreement; nor for any accidents or damages to or by any article, animal or person belonging to, employed by, or doing business with the commercial vendor while on the Big Horn County Fairgrounds. The commercial vendor agrees to indemnify and save harmless Big Horn County Fair, its officers, agents and employees from any and all claims, demands, causes of action and suits or costs; including attorney fees, resulting from any damage, death, injury or loss to any person or persons, including all persons to whom Commercial vendor may be liable under any Worker's Compensation law, including any expenses, damage or loss sustained by the commercial vendor because of any incident arising from or in connection with this agreement or the exercise by commercial vendor or the privileges and rights herein granted.

- **COMMERCIAL VENDOR RESPONSIBILITY:** The commercial vendor acknowledges they have read all applicable rules and regulations and agrees said rules and regulations are made part of this agreement as though fully incorporated herein. Commercial vendor further acknowledges they have read this agreement fully and that all points shall apply unless this agreement is amended by the parties hereto. In case of any dispute the decisions of Big Horn County Fair Management is final.

Commercial Vendor Printed Name

Commercial Vendor Signature

Event Assistant

Date