

Jessamine County Fair

2024 Food Vendor Terms and Agreement

Venue chairperson: Lindsey Conners
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The Jessamine County Fair Association, Inc. ("Fair") desires to provide a variety of quality food choices for the Jessamine County Fair. For this reason, we are allowing outside food vendors at the fair.

This agreement stipulates the terms and conditions upon which the Fair and prospective Food Vendors ("vendor" or "vendors") agree to be bound while selling food at the Jessamine County Fair.

Fair dates – July 8 – 13, 2024

Hours of operation – 6 PM to 11 PM Monday – Friday; 5 PM to Midnight Saturday

Location – Jessamine County Fairgrounds (City/County Park), Nicholasville, KY. Within the grounds, vendors will be located centrally in a location to be determined by Fair. Food vendors are not allowed within or adjacent to the carnival midway.

Rental space size – 10' x 20' (vendors needing more space may rent an additional space for 50% of the normal rental fee).

Fees – \$1250 for all six nights. No daily rentals available. Payment of the non-refundable rental fee and completion of the application secures the Vendor's spot. Payment can be made by cash, check, money order or credit card. See the food vendor registration webpage at <https://jessaminefair.org> for details.

Registration – Fully complete the online registration form and agree to all terms. Registration will be reviewed by Fair and Vendor will be informed whether they are accepted as a food vendor. Registration deadline is May 31st. No registrations will be accepted after that date.

Facilities – No electric, water or sewer is provided. Each vendor must provide all utilities and dispose of their own waste by removing it from the grounds or bagging solid waste and placing it in the dumpsters at the fairgrounds. Liquids may not be dumped on the ground.

Gate Passes – Each rental includes two (2) re-usable passes good for gate admission every night of the fair. Additional gate admission passes good for the full week may be purchased for \$25/each. Everyone arriving at the gate must have a pass or must pay admission. Lost or stolen vendor passes will not be replaced. Vendor passes are for gate admission only and do not afford access to any other fair event.

Food item restrictions – The following food items are excluded/prohibited from sale by vendors: Cotton Candy, Apples, Corn Dogs, Funnel Cakes, Sno-Kones, fresh-squeezed lemonade (Lemonade ShakeUps), Country Ham sandwiches, Pork Tenderloin sandwiches, hamburgers/cheeseburgers, chicken on a stick. No alcohol sales are allowed at the fair. See "Competition" section below for additional restrictions.

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Competition – Competition is restricted by Fair among food vendors to allow everyone the best opportunity to succeed. Only one vendor with the same or similar cuisine/menu is allowed. For example, only one taco truck, BBQ truck, etc. Vendor acceptance will be on a first come/first serve basis. Fair will also de-conflict primary food items for every Vendor as fairly as possible by notifying Vendor of items they must remove from their menus before Vendor makes non-refundable payment. Fair decisions about food items is final. Vendor will be notified of any necessary menu changes when Vendor is accepted. Vendor may accept those terms by paying the rental fee within 10 business days of notification. Fair reserves the right to further restrict or eliminate additional menu items offered by Vendor at a later time.

Permits, insurance and regulations – Vendors are expected to know what local, state and federal laws and regulations apply to them and must adhere to those regulations. Vendor must secure and maintain all necessary licenses and fees, including proper health department licensing. Vendors must procure and maintain their own liability insurance and provide a copy of that insurance to Fair when payment is made for rental.

Payments and Refunds – Vendors accepted by Fair will be notified of their acceptance and any menu changes required by Fair. Vendor then has 10 business days to pay non-refundable rental fee. Vendors who do not pay the rental fee within the designated time frame will lose their spot and be replaced by the next acceptable vendor. Payment of rental fee constitutes acceptance by Vendor of any required menu modifications and these terms.

Breach of this agreement – Fair retains remedies to resolve any breach of these terms by Vendor up to and including Vendor expulsion from the fair and exclusion from future participation. Breach is defined as: violation of any applicable law, code or regulation; failure to comply with instructions from fair officials; failure to pay amounts due when due or failure of those payments to be honored by the bank; violation of any of the terms of this agreement; failure to comply with instructions from public safety or health department officials; belligerent behavior by Vendor or Vendor staff; dishonesty. Decisions of fair officials is final.

Vendor property – Vendor may leave their property at the fairgrounds overnight during the fair, but Fair assumes no liability for physical security or any loss, theft or damage of Vendor property.

Food pricing – Vendor determines the prices they charge. Vendors are not obligated to provide free or discounted food to any officials.

I agree to the terms and conditions above and certify that the information I've provided below is true and accurate.

Vendor Signature: _____ Date: _____

Vendor printed name: _____

