

# FOOD CONCESSION CONTRACT

## GENESEE COUNTY FAIR AUGUST 19-25, 2019

GENESEE COUNTY FAIR OFFICE  
2188 W. MT. MORRIS RD.  
MT. MORRIS, MICHIGAN 48458  
PHONE: 810-687-0953 / EMAIL: [gcf@gcf.org](mailto:gcf@gcf.org)

WEB: [www.gcf.org](http://www.gcf.org)  
LOCATION OF 2019 FAIR:  
8 MILES E. OF I-75 ON MT. MORRIS RD.  
(Product Delivery Address: 6130 E. Mt. Morris Road, Mt. Morris, MI 48458)

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 B

REQUIRED DISPLAY EXPENSE: 10' --\$1,400 20'--\$1,825 30'--\$2,250 40'--\$2,675  
measurement of longest operating side

NICA MEMBER DISCOUNT (\$100) - \$

MINUS EARLYBIRD DISCOUNT (\$200)

(PAYMENT IN FULL SHALL BE RECEIVED WITH CONTRACT BY MARCH 19, 2019 TO QUALIFY)  
(SHALL BE R

MINUS DISCOUNT FOR PAYMENT IN FULL (\$100)

(PAYMENT IN FULL SHALL BE RECEIVED WITH CONTRACT BY MARCH 19, 2019 TO QUALIFY)

ELECTRICITY: UNITS AMPS VOLTS  
Concession \_\_\_\_\_  
Trailer \_\_\_\_\_  
Stock Trailer \_\_\_\_\_  
Camper \_\_\_\_\_  
TOTAL NO. \_\_\_\_\_  
OF AMPS: \_\_\_\_\_ X \$3.00 per amp: \$

INSURANCE: YES, MY CERTIFICATE OF INSURANCE IS ENCLOSED AND VALID AUGUST 17-26, 2019. \_\_\_\_\_  
NO, MY INSURANCE POLICY IS NOT ENCLOSED BUT SHALL BE RECEIVED BY MAY 27, 2019. \_\_\_\_\_

CAMPING PERMIT: \$100.00 EACH (primitive camping) NO. \_\_\_\_\_ X \$100.00 \$

ADDITIONAL PARKING PASS(ES): 3 Parking Passes for staffing included. Qty \_\_\_\_\_ x \$15/ea. \$

SUB-TOTAL: \$

### LOCATION REQUEST:

Same as 2018

Paid by Cash or Check# \_\_\_\_\_ MINUS ENCLOSED DEPOSIT: - \$

PAYMENT IN FULL SHALL BE RECEIVED WITH CONTRACT

REMAINING BALANCE DUE by MAY 27, 2019 \$

SET-UP HOURS: AUGUST 17-18, 9 A.M. – 5 P.M. SHALL BE IN PLACE BY AUGUST 19, 10:00 A.M. SHARP!!

SHOW HOURS: Vendors shall be in operation at 10 A.M. through one hour following nightly grandstand event (approximately 10 P.M.)

### PLEASE PRINT:

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

YEARS AS AN EXHIBITOR AT THIS FAIR: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

PLEASE LIST ITEMS SOLD: (attach additional sheet if necessary)

PRODUCT	SIZE	PRICE	PRODUCT	SIZE	PRICE

I hereby make application for consideration of exhibit space at the Genesee County Fair, August 19-25, 2019. I realize that the full balance shall be paid by May 27, 2019. Failure to comply with the terms enclosed herewith (please see rules and regulations on page 2) shall render this contract null and void and subject the lessee to forfeiture of any monetary deposit.

SIGNED: \_\_\_\_\_ ACCEPTED: \_\_\_\_\_  
LESSEE DATE LESSOR-GENESEE COUNTY FAIR MGR DATE

FOR OFFICE USE ONLY:  
Date Received: Invoice Date:

ID# \_\_\_\_\_

**THE FOLLOWING RULES/REGULATIONS/CONDITIONS ARE AGREED TO AND PART OF THIS CONTRACT**

1. Lessee agrees to conform to all State, Federal, and County rules and regulations of the Lessor.
2. It is to the benefit of all food concessions contracted with the Genesee County Fair to accept, as money, the Genesee County Fair food coupons. These are to be treated as actual currency and proper change submitted to coupon holder. Prior to the Fair you shall be notified of the ticket color. At 10:00 p.m. on the last night of the fair, coupons shall be submitted to the Genesee County Fair office and a check shall be issued to only Genesee County Fair contracted food concessions. To be used for food and drink purchase only. Absolutely **NO** coupons shall be honored after 12:00 NOON, Monday, day after closing.
3. The Lessee agrees to leave the premises/property covered by this contract in the same condition as when he/she took possession.
4. No loud speaker, amplifier, radio or other broadcasting device is permitted on the concession operating under this contract.
5. **NO** part of the space covered by this agreement shall be used/occupied by any other party nor be reassigned or sublet by the Lessee.
6. Each concessionaire shall confine his/her business to the space assigned. No selling outside of stand.
7. Location on fairgrounds is to be determined by Fair Manager.
8. All grounds leases or space contracts, unless otherwise specified, shall expire with the close of the Fair each year. Food concessions shall be removed immediately after closing of the Fair; otherwise they shall become the property of the Lessor.
9. The Lessee agrees that all property brought onto the premises of the Lessor shall be at the sole risk of the Lessee, and the Lessor shall not be liable to the Lessee, or to any other person, for injury, loss or damage to the property, or to any person on the premises and the Lessee shall save Lessor harmless from any and all claims of liability of any kind of nature, resulting from use of the premises by Lessee, and said Lessee further agrees to carry insurance for such purposes in an amount and manner as Lessee shall deem satisfactory to himself with certificate to Lessor. Product liability due by May 27, 2019. Lessee agrees to carry the proper concessionaire insurance and shall provide proof of such insurance to management. Failure to provide shall result in breach of contract by Lessee. Product liability insurance minimum \$500,000.
10. Concessionaires shall not throw any refuse, or empty any water, or other fluids on the ground or in the roads and gutters. Grey water must drain into grey water receptacle and disposed at the waste station located in the southwest portion of the property. Violation of this rule shall cause concession to be closed and the forfeiture of all fees paid. All space rented by the Lessee is to be maintained by the Lessee. A 12' space around the Lessee's concession is to be clean of debris. It is the responsibility of the Lessee to empty their refuse containers and place the refuse in a dumpster nearest your location. No hot coals are to be put in any refuse container or dumpster until they are completely cold.
11. Concessionaires and their staff shall be clean, neat, and tidy in their dress. All vehicles shall be properly parked in parking lot. Vehicles such as stock trucks, trailers, etc. shall be parked in the northwest parking area. **No** vehicles shall be allowed on the fairgrounds, which do not enhance the fair, itself. Campers shall be assigned a space. Automobiles and trucks coming and going during the fair shall park in the commercial parking lot. All vehicles entering the facility between 10AM and 10PM during the week of the Fair shall have a valid parking pass clearly displayed and properly affixed to the windshield prior to entry.
12. All deliveries to be made during the Fair, by vehicle, of food, soft drink or other articles or merchandise or service shall be made before 10:00 A.M. each day unless otherwise approved by the Fair Management.
13. Each concessionaire shall cause to be posted at the front entrance to their place of business, neatly printed or painted signs, showing prices of all products for sale.
14. Concessionaires shall be expected to have their stand in operating condition upon Fair opening. When the concession stand is ready to be hooked up for electricity, notify the office with the concession name and location. Charges paid for exhibit space cover the period of the Fair. No display or exhibit shall be dismantled or removed prior to 10:00 P.M. on Sunday the last day of the Fair or without prior permission from Fair Management. Any display not removed at the end of the Fair shall in the discretion of management be removed and owner shall be liable for storage costs.
15. All food shall be prepared on premises.
16. Lessee agrees that exclusive Products (to be determined by Lessor) including but not limited to bottles, cans, and/or food items shall be served throughout the term of this Agreement in each of the Lessee's units. Lessee shall have brand identification for each Product served on all menu boards and postmix dispensing valves at each of the outlets throughout the Fair.
17. Cancellations shall be made in writing and shall be postmarked no later than May 27, 2019. No refunds shall be issued after May 27, 2019 all monetary commitment shall be retained by Lessor as a liquidation cost.
18. A fee of \$30.00 shall be charged for all returned checks.
19. The Genesee County Agricultural Society reserves the right to modify this Contract at any time with or without cause or notice.

**ELECTRICAL INFORMATION: RULES AND REGULATIONS**

1. It is recommended that any concession with perishable goods have a generator as a backup power source as the fair shall **NOT** be responsible for loss of goods due to a power outage for any reason.
2. It is mandatory that all stands, stock trucks and trailers that are connected to fair electricity, have proper cord-caps and/or plugs with appropriate grounding.
3. All rod receptacles on electrical poles are GFI protected; these receptacles shall trip with the slightest leak in your cord, or appliances.
4. The total amount of amps requested and paid for is all that shall be available to your equipment. It is very important that the information you supply is accurate. If your actual load is greater or smaller than requested, or the voltage is different than requested, there shall be a minimum charge of \$100.00 if extra work has to be done to accommodate you.
5. No concessionaire is allowed to direct wire any electrical services to fair equipment. When your trailer is in place and you are ready to be connected electrically, notify the office.