

## **VENDOR SPACE AGREEMENT**

This Agreement is made by and between the **POWELL COUNTY GROUNDS MANAGEMENT BOARD, TRI COUNTY FAIR BOARD** and the **VENDOR** as follows:

The POWELL COUNTY GROUNDS MANAGEMENT BOARD/ FAIR MANAGEMENT shall provide exhibit, display, and vendor space for the VENDOR/EXHIBITOR/FOOD VENDOR during the TRI COUNTY FAIR, August 16-21, 2023. The POWELL COUNTY GROUNDS MANAGEMENT BOARD/FAIR MANAGEMENT requires booths to be staffed during all operating hours of the fair. Suggested hours of operation are Wednesday thru Saturday, 10 am to 8 pm. If you need to leave your trailer past Sunday, arrangements must be made with the Secretary prior to the end of the fair. Inside booths may be set up Tuesday evening.

### **INDOOR DISPLAY SPACE**

Space shall be assigned by the TRI COUNTY FAIR MANAGEMENT on a first come, first serve basis. All indoor space shall be located in the Exhibit Building. For prices, see the Vendor Rate table below. **No tables or chairs are provided.** Electricity (110 volts) will be available, see rate table. The TRI COUNTY FAIR MANAGEMENT cannot guarantee availability or suitability for all circumstances (see 2023 Fee Rates).

### **OUTDOOR DISPLAY SPACE**

Space shall be assigned by the TRI COUNTY FAIR MANAGEMENT on a first come, first serve basis. Space is available in a variety of sizes and shapes. Vehicles are not allowed within the space. The TRI COUNTY FAIR MANAGEMENT cannot guarantee availability or suitability for all circumstances (see 2023 Fee Rates). There is **NO PARKING ON THE LAWN OR BEHIND YOUR TRAILER NO EXCEPTIONS**

### **FOOD VENDOR SPACE**

Space shall be assigned by the TRI COUNTY FAIR MANAGEMENT on a first come, first serve basis. Food Vendors must meet the Montana State Food & Consumer Bureau regulations and codes for temporary food service (Please contact the Tri-County Environmental Health Office at 563-4035 before August 1, 2023). Food vendors will be set up by noon on Thursday and open for business. 50-amp service, 4 prong plug is available. Electric fee is included in space fee. FAIR MANAGEMENT cannot guarantee availability or suitability for all circumstances (see 2023 Fee Rates)

### **GENERAL RULES & REGULATIONS**

**The fee paid under this Agreement allows vehicles to be used to set up and stock their booths. Then, all vehicles must be parked in the parking lot.** Vehicles may be used to stock the booth before 9:30 a.m. Thursday- Saturday and by 11:00 on Sunday. No generators shall be allowed indoors. **Extra vehicles must be in the parking lot.** The rental fee must accompany the VENDOR SPACE AGREEMENT. No refunds will be returned after July 17, 2023, which is thirty (30) days before the Fair.

The VENDOR agrees to be governed and to abide by all posted and published Powell County Rules and Regulations which are incorporated herein (a copy is enclosed) and all instructions from the POWELL COUNTY GROUNDS MANAGEMENT BOARD/TRI COUNTY FAIR MANAGEMENT representatives.

The VENDOR and its agents, successors, and assigns release, remise, and discharge the POWELL COUNTY GROUNDS MANAGEMENT BOARD/TRI COUNTY FAIR MANAGEMENT, Powell County, Granite County, its officers, employees, and agents from all claims, demands, actions and causes of action of any sort for injury, damage or loss to persons, equipment, or other property sustained in connection with VENDOR'S activity in or about the Powell County Fairgrounds. VENDOR realizes and appreciates that risks and dangers exist and that unanticipated risks and dangers may arise. VENDOR assumes all risk of injury, damage, or loss.

VENDOR shall fully indemnify, hold harmless, and defend the POWELL COUNTY GROUNDS MANAGEMENT BOARD/FAIR MANAGEMENT, Powell County, TRI COUNTY FAIR BOARD and Granite County, its officers, employees, and agents from and against any and all claims and actions and all expenses incidental to investigation and defense of claims for injury to person or property, which arise from VENDOR'S conduct.

**VENDOR shall provide Powell County with a copy of their certificate of general liability insurance for \$1,000,000 showing Powell County, Powell County Grounds Management Board, TRI COUNTY FAIRBOARD and Granite County as additional insured.**

## Vendor Rates

	Fee*	Location*
Inside 6'X 8' wo/electricity	\$ 35.00	Ex Bldg B1-B10
Inside 6'X 8' w/electricity	\$ 50.00	
Inside 8'X 16' wo/electricity	\$65.00	Ex Bldg S. End 1-9
Inside 8'X 16' w/electricity	\$80.00	
Inside 12'X 13' w/electricity	\$80.00	North End Blg N1-10
Inside 4' X 8' unmanned information	FREE	Booths 1-10
Outside Space inside fence wo/electricity	\$ 100.00	Spaces 14 and 18
Outside Space inside fence by BRP 50 amp service	\$ 200.00	Spaces 1-13, 15-17
A 50% deposit is required at time of reservation. The balance is due no later than 30 days prior to the opening of the fair (July 16, 2023)		
If final payment is not received by the deadline then the booth may be sold at the discretion of Fair Management and deposit shall not be refunded.		
<b>NA Venue receives all beer/wine sales</b>		

Vendor/Exhibitor Name \_\_\_\_\_ Phone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_ E-Mail \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Product/Service \_\_\_\_\_

Fair Management reserves the right to limit the number of similar products sold at any given fair. For Example, multiple vendors with the same type food items.

ALL FOOD VENDORS MUST CONTACT THE TRI- COUNTY ENVIRONMENTAL HEALTH OFFICE AT 406-563-4035 before August 1, 2023

## **POWELL COUNTY FAIRGROUNDS**

### **RULES AND REGULATIONS**

#### **Rule 1 -- General**

Section 1. The POWELL COUNTY GROUNDS MANAGEMENT BOARD/FAIR MANAGEMENT of the TRI COUNTY FAIR reserves the final and absolute right to interpret these Rules and Regulations, to arbitrarily settle and determine all matters, questions and differences in regard thereto, connected with or incidental to the Fair.

Section 2. Rights are reserved by the POWELL COUNTY GROUNDS MANAGEMENT BOARD/FAIR MANAGEMENT to formulate and announce new rules to meet emergencies that may arise during the Fair and to determine all matters arising from the Fair.

Section 3. The POWELL COUNTY GROUNDS MANAGEMENT BOARD/FAIR MANAGEMENT reserves the right to exclude from the Fairgrounds any person or persons. Persons who violate any of the Fair Rules, laws, or who shall engage in offensive conduct may be removed from the Fair.

Section 4. Every animal and article upon the grounds shall be subject to Fair Rules, but while every precaution will be taken for the safekeeping of the same, neither the Fair Board, nor its officers or agents will be responsible in any case for any loss or accident which may occur.

Section 5. The POWELL COUNTY GROUNDS MANAGEMENT BOARD/FAIR MANGEMENT, TRI COUNTY FAIRBOARD reserves the right to prescribe dimension and regulate the position of signs, and generally to direct the arrangement of articles on exhibition as far as the same may be necessary to secure harmony and attractive appearance.

Section 6. Digging or driving posts or stakes into the ground is strictly PROHIBITED unless permission is granted by the POWELL COUNTY GROUNDS MANAGEMENT BOARD/ FAIR MANAGEMNT.

Section 7. The POWELL COUNTY GROUNDS MANAGEMENT BOARD/FAIR MANAGEMENT reserves the right to amend or to add to these Fair Rules, as they, in their judgment, may deem advisable. In the event of conflict between General and Special Rules, the latter will govern.

Section 8. The POWELL COUNTY GROUNDS MANAGEMENT BOARD/FAIR MANAGEMENT reserves the right to direct and regulate the parking of all automobiles or other vehicles or conveyances within the fairgrounds and to direct where they shall be driven therein. **No bicycles, atv's, utv's, or motorcycles are permitted on the fairgrounds during the fair.** All dogs must be kept on a leash. No Dogs are allowed in livestock showing areas, bleachers, sales arena bleachers OR FOOD VENDING AREAS. Only Registered Service animals are allowed in buildings. Smoking is prohibited in all facilities including restrooms, buildings, and grandstands and/or bleachers. No balloons are allowed in the Blue-Ribbon Pavilion. The Fair Board does not allow peel off stickers, personal posters and/or signs to be issued anywhere on the premises.

#### **Rule 2 – Vendors/Exhibitors/Food Vendors**

Section 1. There will be a charge for all Commercial Vendors/Exhibitors/Food Vendors Space based on size and locations. Commercial Vendors/Food Vendors must furnish their own booths. No vendor may sell from anywhere except their own space. No one is allowed to walk around the fairgrounds selling products, raffle tickets etc...Raffles must have a paid space and be certified by the Powell County Clerk of Court.

Section 2. An orderly and sanitary Vendor/Exhibitor/Food Vendor Space must be kept. The Powell County Grounds Management Board/Fair Management reserves the right to cancel any Vendor/Exhibitor/Food Vendor Space and require its removal. Vendor/Exhibitor is required to keep their premises and adjoining area clean and free of all garbage, rubbish, and litter. Fair Management will not enter an Exhibitor's booth to clean. All bagged trash must be placed in the large garbage cans for trash removal. Any trash in Exhibitor's booth or next to it is the responsibility of the Exhibitor. When the Fair is over, it is expected that vacated vendor spaces will be left clean and free of debris.

Section 3. Vendor/Exhibitor/Food Vendor Space Agreements may be obtained from the Fair Board Secretary at the address listed below.

TRI COUNTY FAIR , PO Box 149 Deer Lodge, MT 59722, Fair Office Phone: 406-439-0797, Tricountyfairdeerlodge@gmail.com or from the county website: [www.Powellcountymt.gov](http://www.Powellcountymt.gov).

Section 4. Exhibitor Booths and otherwise, may be placed in the Exhibit Building. Electricity is provided within the buildings. The Exhibit Building is open Wednesday 10-7 to receive exhibits/entries. Closes at 7 pm. Exhibit building is closed Thursday for judging of entries, will open after judging is completed until 8 pm. Friday Exhibit Building is open 10 am -8 pm, Saturday Exhibit Building opens at 10 am to 8 pm, Sunday Exhibit building is open 8-Noon. Exhibit Building items may be picked up by Noon

Section 5. Outdoor space for organizations and exhibitors will be available as stated in this Section 1. Electricity is not available at all spaces.

Section 6. Vendor booths should be decorated by noon on Thursday. The booths should not be dismantled until 10:00 am on Sunday of the Fair.

Section 7. Exhibitor Booths/Food Vendors cannot sell any illegal, immoral, or inherently dangerous items including, but not limited to, smoke bombs, colored hair spray, fire cracker poppers, drug paraphernalia, blow darts, etc. The Fair Management reserves the rights to evict and/or stop the sale of any items they deem unfit.

### **Rule 7 -- Trailers and Parking**

**Section 1.** Vendor/Exhibitor may set up their trailer and then vehicle MUST be moved to a parking lot. There is NO parking behind your trailer or on the lawn. NO EXCEPTIONS.

**Section 2.** Camping spots are booked from year to year and are seldom available. Spots are available at Fic's Campground located just east of the fairgrounds

### **Rule 8 - Miscellaneous**

**Title 37, Chapter 110, Subchapter 2 37.110.203 (26)** "Food service establishment means an operation defined in 50-50-102(8), MCA, and includes an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption in a mobile, stationary, temporary, semi-permanent, or permanent facility or location; where consumption is on or off the premises and regardless of whether there is a charge for the food."

**37.110.238 (1) Licenses** "No person shall operate a food service establishment who does not have a valid license issued by the department. Only a person who complies with the requirements of this subchapter shall be entitled to receive or retain such a license. Licenses are not transferable. A valid license must be posted in every food service establishment."

POWELL COUNTY FAIR  
VENDOR SPACE AGREEMENT

**Please fill out and return this page no later than June 15, 2023**

Name: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_.

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Product Sold: \_\_\_\_\_

Type and size of booth desired (please check the appropriate line & write in size)

INDOOR SPACE: \_\_\_\_\_ SIZE: \_\_\_\_\_ w/electric Yes \_\_\_ No \_\_\_  
OUTDOOR SPACE: \_\_\_\_\_ SIZE: \_\_\_\_\_ w/electric Yes \_\_\_ No \_\_\_  
FOOD VENDOR: \_\_\_\_\_ Yes \_\_\_ No \_\_\_ Electricity fee is included

Space Fee: \$ \_\_\_\_\_ Electricity Fee: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_ Deposit 50% \_\_\_\_\_

Please send the fees with this agreement. (See 2023 rental fee rates)

**RELEASE OF LIABILITY**

In consideration for the opportunity to use the facilities and grounds of the Powell County Fairgrounds at Deer Lodge, MT, I, the undersigned, for myself and for all of the members of the organization listed below, and their principals and heirs, administrators, and assigns, release, remise, and discharge Powell County, Granite County the Powell County Grounds Management Board, TRI COUNTY FAIR BOARD and agents employees, assigns, officers, officials, and successors thereof, of all claims, demands, actions, and causes of action of any sort for injury, damage or loss to my person, equipment or other property, sustained due to negligence or any other fault in connection with my activity in and about the Powell County Fairgrounds. I realize and appreciate that risks and dangers exist and that unanticipated risks and dangers may arise. I have undertaken my endeavors at the Powell County Fairgrounds on my own judgment and at my own risk. I assume all risk of injury, damage or loss of myself, my equipment, or other property which may be sustained in connection with my activity in and about the Fairgrounds due to negligence or any other fault.

I, the undersigned, shall hold Powell County, Granite County, the Powell County Grounds Management Board, TRI COUNTY FAIR BOARD and agents, employees, assign, officers, officials, and successors thereof, harmless from any claim or cause of action for any injuries or damages occasioned by my actions or omissions, or connected with my use of the Powell County Fairgrounds or facilities.

IN WITNESS WHEREOF, this Release and Hold Harmless Agreement has been signed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Name of Event: Tri County Fair —August 16-21, 2023.

Exhibitor/ Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fair Board/Management Signature: Kelley Knight 2/2/2023