

Queen City Fair
Lauderdale County Agri-Center
Meridian, MS

Application / Contract for Independent Midway Concessions

This contract is made between the Queen City Fair, herein after referred to as QCF, and (name of organization / company) _____ Midway Concessionaire, and herein after referred to as MC, Vendor, or Midway Concessionaire.

**NOTE: This contract must be accompanied by a concession fee of \$750.00
(make payable to QCF) and a CERTIFICATE OF INSURANCE.**

Contract, concession fee, and insurance must be received prior to start of the fair.

There will be an additional charge of \$15 per day if you utilize the electrical power at the Lauderdale County Agri-Center. This charge is to be paid directly to the Agri-Center. DO NOT include it in your concession rental. If you do not need power, indicate on the application and we will not forward your name to the Agri-Center.

Contact Person: _____ phone (daytime) _____

Mailing Address: _____ City _____ State _____ Zip _____

Email _____ cell phone _____

List everything you wish to sell: (if more space is needed, please attach an additional sheet):

The undersigned does hereby and forever discharge QCF of and from all manner of actions, suits, claims and demands whatsoever in law or equity from any loss or damage to the undersigned's property, while in the possession, supervision, or auspices of the QCF, its agents, representatives or employees.

The respective QCF reserves the right to make final interpretation of all rules. The undersigned has read and complies with all rules printed in the guidelines and application. Booth assignments will be issued at the sole discretion of the QCF.

Signature

Title

Printed Name

Date

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Rules and Regulations

1. HOURS OF OPERATION: See Event Schedule.

2. PROMOTION:

Advertising by Midway Concessionaire (herein referred to as MC) is encouraged. Queen City Fair (herein referred to as QCF) will promote the event through the use of radio, television, newspapers, flyers and other means as available. QCF will make every effort to list participating MC by name, but it is not guaranteed.

3. LOCATION AND SET - UP:

The concession court will be located inside main entrance of the fair grounds. Spaces will be allocated by the Food Vendor committee. The concession fee is \$750.00 for a 20'x 20' space. If the application is not accepted the \$750.00 fee will be refunded in full. Water will be provided for MC. *All trailers equipment, etc. must be in place by Sunday, October 7, 2018 at 6:00pm.*

4. RAIN OR SHINE:

The fair WILL operate - Rain or Shine. NO refunds will be given due to weather.

5. INSURANCE:

The Concessionaire shall pay and provide General Liability Limit in the amount of \$1,000,000. A certificate of insurance naming the QCF as an additional insured must accompany your payment.

The Concessionaire agrees to defend and indemnify the QCF for any claim of bodily injury or property damage except for those claims that result from the sole negligence of the QCF.

If you need to be added to the QCF Insurance policy, please indicate on your application. This must be done *prior* to setting up. *The additional fee is \$90.00.*

6. HEALTH DEPARTMENT REQUIREMENTS:

Each vendor is expected to be knowledgeable of and meet all Health Department requirements and regulations. The Health Department will inspect your booth prior to opening.

7. CANCELLATIONS:

In the event of cancellation of participation by an organization, NO REFUND OF CONCESSION FEE WILL BE MADE.

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(continued)

8. CLOSE OF FAIR:

Midway Concessionaire may begin to close any time after 8:00pm on Sunday. The participating concessionaires are responsible for removal of all equipment and supplies and for reasonable cleanup of their assigned space.

9. CONTRACTUAL AGREEMENT:

A signed copy of the Midway Concessions Contract is an agreement by the Midway Concessionaire to abide by all the requirements set forth above by QCF. QCF reserves the right to cancel the contract due to breach of any of the aforementioned items with no refund of fees.

10. SALES TAX:

Midway Concessionaires are responsible for all sales tax collections and reporting, this must be calculated and remitted at close of business October 14, 2018. NO EXCEPTIONS.

11. FOOD ITEMS:

The QCF has the right to limit the MC on the number and type of food items that he/she wish to sell. The QCF encourages the MC to provide a wide range of food options to be sold at the QCF. This is to eliminate duplication of food items.

Mail completed application, check, and insurance to:

Queen City Fair

P.O. Box 3001

Meridian, MS 39303

For all QCF info visit www.queencityfair.net,

info@queencityfair.net / 601-934-4867

