

**COUNTY FAIR, RODEO OR SPECIAL EVENT VENDOR AGREEMENT**  
**BANNOCK COUNTY**  
**(for questions please contact Bekki Pope at 208-241-6858 or popebekki@gmail.com)**

This Agreement is made between Bannock County, a political subdivision of the State of Idaho, and \_\_\_\_\_ (hereinafter referred to as Vendor).

It is agreed as follows:

Bannock County rents to Vendor a space for concessions at the Bannock County Fairgrounds for the \_\_\_\_\_ during the period from \_\_\_\_\_ to \_\_\_\_\_, inclusive, for the purpose of selling and dispensing food and/or other consumer products or \_\_\_\_\_.

Vendor agrees to pay Bannock County the sum of \$\_\_\_\_\_ for the space rent, payable on or before \_\_\_\_\_.

Vendor agrees to make sure all structures erected or brought on the premises will be structurally sound and neat in appearance. Vendor also agrees to have on hand an approved fire extinguisher, as required by the Fire Marshall, pursuant to the Uniform Fire Code, and to comply with all reasonable orders of said Fire Marshall.

Vendor agrees to keep the rented space clean and attractive at all times and return it to Bannock County in a good and clean condition. Vendor further agrees to sell honest goods at reasonable prices and that a sign shall be posted in a conspicuous place listing the items available for sale and the price of each. The sign must be visible during all hours of operation.

Vendor shall be responsible to furnish electrical power and fuel unless arrangements are made with the Fair Manager and a written amendment attached hereto. Any request for power hook-up must be accompanied by a detailed listing of needs. Bannock County reserves the right to limit power hook-up based on needs elsewhere and the capacity of the existing facilities.

Vendor agrees to obtain all necessary permits for a temporary restaurant pursuant to local laws, rules, and regulations and to submit to any inspections by the Health District. Vendor agrees to comply with all federal, state, city and local laws, statutes, ordinances and policies.

Vendor agrees to obtain and keep in force during this Agreement a comprehensive general liability insurance policy in the minimum amount of \$\_\_\_\_\_, which shall name and protect Vendor, Vendor's employees, Bannock County, its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connections with the Vendor's acts. Vendor shall provide proof of liability coverage as set forth above to the Bannock County Fair Manager prior to the start of this Agreement. If insurance proof is not provided before commencement of this Agreement, the Agreement shall be terminated without further notice to Vendor and forfeiture of all fees.

Vendor agrees to indemnify, defend, and hold harmless Bannock County, its officers, agents and employees from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the act and/or activities of Vendor, Vendor's agents, employees or representatives.

Bannock County may terminate this agreement immediately for breach of this Agreement by Vendor and either party may terminate this Agreement by providing 60 days written notice of termination to the other party. This Agreement can only be modified in writing by the parties.

This Agreement shall be bound by the laws of the State of Idaho. If this Agreement becomes the cause of any legal action for enforcement or to declare its forfeiture or termination, the prevailing party shall be awarded attorney fees.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Ken Bullock, Chairman

\_\_\_\_\_  
Terrel N. Tovey, Member

\_\_\_\_\_  
Steve Brown, Member

ATTEST: \_\_\_\_\_  
Robert Poleki, Clerk

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Mailing Address)

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(Signature)

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Date