

## 2022 Food Concessionaire Agreement, Rules, & Regulations

**Event Dates: May 20-22, 2022  
Friday - Sunday**

The purpose of this agreement is to set forth the terms and conditions whereby the Operator is authorized by 5th Agricultural District of Arkansas, Inc, DBA the Northwest Arkansas District Fair to operate a Concession for the purpose of promoting and/or selling represented products under the following terms and conditions.

**No temporary food tents, tables, or booths will be allowed without prior approval of the EVENT DIRECTOR.**

### TERMS AND CONDITIONS:

**COST** – In exchange for the right to promote and/or sell stated product (s) during the event the Operator agrees to pay Northwest Arkansas District Fair \$300.00 for Food Vendors for Friday, Saturday, and Sunday. This price includes standard electrical provision (please see below for electrical detail). Vendor provides tents, tables, chairs, electrical cords, lights, etc.

**LOCATION** - Northwest Arkansas District Fairgrounds 1400 Fairgrounds Road, Harrison, AR 72601

### SUGGESTED HOURS OF OPERATION

Friday, May 20	Food Vendors 5:00 pm to 10:00 pm
Saturday, May 21	Food Vendors 11:00 am to 10:00 pm
Sunday, May 22	Food Vendors 12:00 pm to 5:00 pm

**REPRESENTED PRODUCTS** – Only the product(s) and prices specified in the application will be allowed to be represented and/or sold by your establishment during the Festival. No changes may be made without prior consent of Vendor Chairman, Board President, or Event Director. Vendors with “like” products will be limited, but the Festival **cannot guarantee no competition** for similar products. Attach a complete and detailed menu, including prices, with your application. Any applications arriving without a menu will be automatically rejected.

No items will be allowed to be sold that directly compete with items sold by the Festival or its carnival.

The following food items **CANNOT** be sold including but not limited to;

● Cotton Candy ● Candy and Caramel Apples ● Funnel Cakes ● Corndogs ● Crawfish

### PREMISES/BOOTH LOCATION/ELECTRICAL NEEDS

- Vendor’s general area must be left in the same condition as arrival; this includes picking up trash at and around space.
- Location will be in block specified; exact location decision is made at the discretion of the event director and will depend on specific electrical needs.
- The Festival will set and establish designated “picnic areas” once the vendor setup process is completed. Festival will provide tables and chairs for those locations. Removal or relocation of those areas is not permitted without approval of the Food Chairman or Event Director.
- Operator must supply own extension cords. It is **strongly** recommended that you bring extension cords due to space restrictions.
- Operator agrees to operate all electrical equipment, including but not limited to lights and attachments, including all wiring in a safe, intelligent manner.
- Crawdad Days Festival and 5<sup>th</sup> Agricultural District of Arkansas, Inc. cannot be held responsible for accidents caused by Operator not accurately utilizing this system
- Operator agrees to use only designated receptacles in their pre-approved location. Main dumpster, secondary dumpster, and trash receptacles will be provided.

**Initial** \_\_\_\_\_

**SET-UP AND DEPARTURE –**

- Vendor will adhere to the following set up schedule:
  - Thursday, May 19 – 4pm – 8pm
  - Friday, May 20 – 8am – 2pm, ready to operate at 5pmArkansas Department of Health inspections will begin at 2pm.
- Vendors will be allowed to operate outside of the suggested hours listed above, but must close once the carnival ceases operation each night.
- Vendors will receive an agreed upon departure time.
- Vendors will not set up until any and all outstanding fees are paid. Vendors must present a paid receipt prior to leaving grounds.
- Food concessionaires must be off the premises Sunday, May 22nd at 8:00 pm. Anything left at the conclusion of the event will become the property of the Festival.

NOTE: Due to event layout and space requirements, vendor’s vehicles cannot be parked alongside vendor’s space. Vendors will be allowed to drop off merchandise and park in the designated area.

**INDEMNIFICATION-**

- Food Vendor and Attraction Operator agrees to obtain commercial general liability insurance, including products, in an amount no less than \$1,000,000 for bodily injury and property damage from a company acceptable to the organizers.
- Operator agrees to obtain liability insurance to protect Operator during the event and to provide the Festival a certificate of insurance.
- Operator agrees to indemnify Northwest Arkansas District Fair, Crawdad Days Festival, and any activity of the Operator during the event.

**TAXES –**

- Operator shall be responsible for the collection and payment of any tax upon the gross receipts as required by Arkansas Law.
- ARKANSAS SALES TAX – Operator must pay all sales tax to the state of Arkansas in compliance with state and local sales tax laws.
- **Food items – Any prepared food items sold are subject to a 1% A&P Tax. This tax will be collected at the end of the event.**

**SODA/GATORADE-**

**This year’s event will NOT provide soda, water, Gatorade, etc. Ice will not be sold by the Festival.**

**TERMINATION RIGHTS –** Northwest Arkansas District Fair reserves the right to terminate the operation of the Operator at any time during the Festival for any of the following reasons:

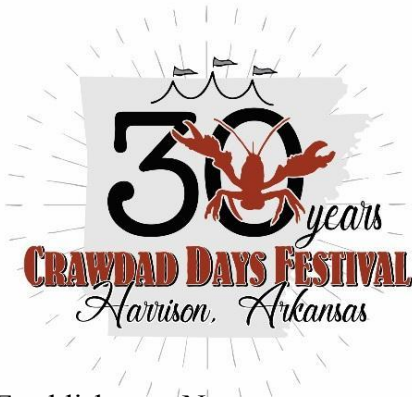
- A professional manner is not maintained by the Operator and/or its employees.
- Operator and/or its employees behave in a manner that could be construed as racist.
- Operator and/or its employees commit any act detrimental to the purpose of the event.
- Operator and/or its employees violate any provision of the Health Department.
- Operator and/or its employees fail to cooperate with event management staff.
- If Operator and/or its employees breach any of the agreements listed herein.
- Vendor booth fees are non-refundable for vendor-initiated cancellations or “no-shows.”

**Per City Fire Marshal - all food vendors must have a fire extinguisher on hand.** Enclosed is a copy of the requirements from the Harrison Fire Department. All Food Concessionaires will be inspected by and must adhere to the rules and regulations set by the Harrison Fire Department and Fire Marshal.

**Northwest Arkansas District Fair reserves the right to remove any vendor not abiding to program rules, or for failure to follow the instructions of official representatives of the Crawdad Days Festival. Refunds will not be given to any individual or organization removed by Festival and its representatives.**

I understand and agree to the terms and conditions set forth **in this agreement AND** the attached **2022 Regulations and Guidelines** for my participation in Crawdad Days Festival.

**Vendor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



## 2022 Food Vendor Booth Application

**\$300.00 for Food Vendors for Friday, Saturday, and Sunday.**

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**Attach a DETAILED menu of items you will be serving at this event. Any application arriving without a menu will be rejected. To be considered, you must enclose: 1. Application and Fee, 2. Completed Health Form, 3. Vendor Insurance, and 4. Detailed Menu.**

Requested set up time:

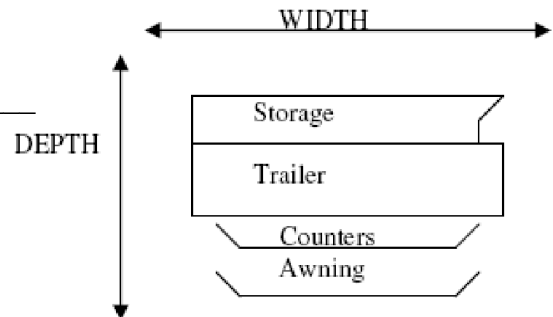
\_\_\_\_\_ Thursday 4pm-8pm \_\_\_\_\_ Friday 8am-2pm

Electrical Request:

110 \_\_\_\_\_ 30 amp \_\_\_\_\_ 50 amp \_\_\_\_\_

**Trailer Size with Trailer Tongue (if not removable) See Chart:**

Width \_\_\_\_\_ Depth \_\_\_\_\_



Crawdads Days Festival  
 Julie, Food Vendor Chairman  
 Email: food@northwestarkansasdistrictfair.com  
 Phone: 870-743-1011 (leave message)

Northwest Arkansas District Fair  
 Allison Black, Manager  
 P.O. Box 1302  
 Harrison, AR 72602

Mail to: NWADF Attn:Crawdads Days Festival, P.O. Box 1302, Harrison, AR 72602  
 Email: allison@northwestarkansasdistrictfair.com Phone: 870-743-1011

**Office use only: Application Number: \_\_\_\_\_ Date received: \_\_\_\_\_**  
**Paid YES NO Insurance included YES NO Health Form YES NO**

Pre-Operational Temporary Food Service Checklist

Event: \_\_\_\_\_ Date: \_\_\_\_\_

Event Contact Person: \_\_\_\_\_

Name of Temporary Food Unit: \_\_\_\_\_

I as the food vendor have the following available and am ready to operate (any item checked NO will require correction prior to serving food).

	Yes	No	Comments
<b>Facilities:</b>			
Water from Approved Source (public water)			
Sewage disposed of in approved manner			
Solid waste handled and disposed in approved manner			
Hand Wash Sink located onsite in the food preparation area and accessible at all times			
Hot (100°F) & Cold Water			
Soap			
Paper Towels			
Separate Sink with 3 compartments located onsite			
Sanitizer: <input type="checkbox"/> Bleach/Chlorine <input type="checkbox"/> Quaternary Ammonia			
Appropriate test strips available onsite			
Adequate on-site storage to maintain foods requiring refrigeration at 41°F or below			
Adequate on-site facilities to cook/re-heat foods to required temperatures before serving.			
Adequate on-site facilities to maintain hot foods at 135°F or above			
<b>Construction:</b>			
Walls and ceiling provide protection from entry of insects, weather, rodents, or other animals			
Overhead protection in place			
Walls: <input type="checkbox"/> screens <input type="checkbox"/> air curtain <input type="checkbox"/> other effective means to prevent insects			
If screens are not provided are they available?			
Floors are all-weather and effective to control dust and mud			
<b>Food Protection:</b>			
Workers are wearing hair restraints and clean clothes			
Food on display/storage covered or protected			
Food stored a minimum of 6 inches off floor/ground			
Food not stored in water, in un-drained ice, or in contact with ice to be used as food or drinks.			

I certify that the above information is correct, \_\_\_\_\_,  
(name) (date)