



CUSTER COUNTY FAIR ASSOCIATION – FOOD VENDOR APPLICATION

NAME _____

BUSINESS NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____ EMAIL _____

APPROXIMATE SIZE OF SPACE NEEDED: _____

MENU ITEMS: _____

_____ Food vendor space *without* electricity: \$150

_____ Check if using a generator

_____ Food vendor space *with* electricity: \$200

A limited number of spaces with electricity are available on a first come, first serve basis. Vendors requesting electricity must provide their own extension cords and all cords must be 3 wire-grounded.

Spaces must be paid in advance, no refunds or transfers. Any damage to the area will be the sole responsibility of the vendor using that area. Custer County Fair Association is not responsible for loss/damage to vendor property; please secure your space when not present. Vendor must provide CUSTER COUNTY FAIR with a certificate of liability insurance naming “Custer County Fair Association” and “Custer County” as additional insureds with limits of at least one million dollars (\$1,000,000).

Application, Fee, and Certificate of Insurance must be received by August 4, 2023.

Custer County Fair holds a Hermosa Town vendors license that will cover you while at the Fair.

Mail **application, fee, & insurance certificate** to: Custer County Fair, PO Box 246, Hermosa SD 57744.

For any questions email robertson1116g@gmail.com or call Tif at 605.545.7865

I, the undersigned, agree to the terms for participation in the Custer County Fair.

SIGNATURE _____

DATE _____

CUSTER COUNTY FAIR ASSOCIATION FOOD VENDOR RULES & REGULATIONS

1. All applications must be signed and include payment. Spaces will be assigned in the order the application and payment is received. No refunds or transfers once application is approved.
2. Vendors shall conduct business in a quiet and orderly manner, keeping their area neat and clean.
3. NO SELLING OF ALCOHOL.
4. All tents, booths, or enclosures must have the approval of the Fair.
5. Subletting of space is prohibited.
6. All sales must be from your location.
7. Vendor covenants and agrees to defend at its own expense, indemnify and hold harmless the Custer County Fair Association and its representatives from any and all liability, penalties, damages, cost, expenses, causes of action and claims of every kind and nature arising from illness, death, bodily injury or property damage to any person whomsoever, occasioned by or growing out of or in any way connected with, the occupation or use of the vendor space or activities with this agreement.
8. Use of the space shall be in accordance with the use specified on this application. The Fair shall have the right to immediately terminate the right to use the space if, in its discretion, use of the space is not consistent with use specified on this application or if use is not in the best interests of the Fair and its attendees.
9. Each vendor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire, prevention, and public safety, while participating in this Fair.
10. The violation of any of the terms hereof shall, at the election of the Fair, cause the whole fee to be forfeited and all rights and privileges herein granted to the Vendor shall terminate.
11. Vendors may set up as early as the day before the start of the Fair.
12. Applications should be postmarked by August 1, 202__.
13. Applications will be accepted at the discretion of the Custer County Fair board.

VENDOR'S INITIALS: _____