

LINCOLN COUNTY FAIR FOOD VENDOR'S USE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20__ by and between Lincoln County, hereinafter referred to as "County" and _____, hereinafter referred to as "Vendor" for use of food vending facilities located at the Lincoln County Fairgrounds, Afton, Wyoming.

Based on the mutual promises and covenants contained herein the parties agree as follows:

1. Vendor may use facilities at the Lincoln County Fairgrounds for the purposes of providing food and beverages for sale for the public on the _____ day(s) of _____, 20__.
2. County will provide only the facilities necessary for Vendor's sale of food and beverages at the Lincoln County Fairgrounds. The Vendor will provide all equipment and labor necessary for its food and beverage vending operation.
3. Vendor will utilize safe food handling practices as directed by the Lincoln County Fair Board and as set forth by The State of Wyoming Food Safety Rules at all times while they are vending food and beverages at the Lincoln County Fairgrounds.
4. Vendor will clean their assigned area at the end date of this agreement.
5. Vendor is entitled to all receipts obtained from the sale of food and beverages at the Lincoln County Fairgrounds.
6. Vendor will indemnify, defend and hold harmless Lincoln County and the Lincoln County Fair Board from and against all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, cost and expenses, including attorney's fees sustained and incurred by or asserted against Lincoln County and the Lincoln County Fair Board arising out of Vendor's use of the Lincoln County Fairground facilities and sale of food and beverages at the Lincoln County Fairgrounds.
7. Lincoln County does not waive its sovereign immunity by entering into this agreement and specifically retains immunity and all other defenses available to it as a sovereign pursuant W.S. S 1-39-104(a) and all other state laws.

Ranae Brown,
Lincoln County FairBoard

Vendor

Date

Please note type of food
_____.