



NW MONTANA FAIR & RODEO
265 NORTH MERIDIAN RD, KALISPELL, MT 59901
PHONE: 406- 758-5810 FAX: 406-758-2146
nwmfair@flathead.mt.gov

2025 FAIR CONCESSIONAIRE APPLICATION and CONTRACT

This application becomes a binding contract if and when approved by NW Montana Fair & Rodeo.

Applications submitted are deemed complete and final at the time of submission, and decisions will be based on the submitted application. The Fairgrounds retains discretion to make necessary changes up to and through the Fair.

NAME OF CONCESSION:

ADDRESS _____ CITY, STATE, ZIP _____

PERSON TO CONTACT: _____ PHONE: _____

Email Address: _____

ALTERNATE CONTACT: _____ PHONE: _____

Email Address: _____

APPLICANT UNDERSTANDS THIS DOCUMENT IS AN APPLICATION ONLY. FINAL APPROVAL RESTS SOLELY UPON THE DISCRETION OF THE NORTHWEST MONTANA FAIR. MINIMUM REQUIREMENTS FOR FOOD CONCESSIONS ARE THAT THE CONCESSIONAIRE SHALL:

- **Operate at a minimum of Tuesday – Sunday of fair during established public hours.**
- **Provide updated photos of your operation and a list of proposed menu items with prices.**
- **Provide a certificate of General Liability Insurance (as detailed on reverse) or purchase insurance through the fairgrounds office.**
- **Provide a currently valid Food Permit from the Flathead County Health Dept.**
- **Pay the Fair 22% of total gross sales plus a \$500 operating fee (operating fee waived for non-profits).**

Tell us about your food service:

1. Size of Unit (if applicable) _____ Service windows at: ☐ Front ☐ Side ☐ Rear

2. Utility needs: ☐ Electricity (amp/wattage) _____ ☐ Water

For office use only: Date Received: _____ Approval status _____ Applicant contacted _____

OVER 



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In consideration of participation in the NW Montana Fair & Rodeo, applicant hereby agrees to the following:

1. **PARTIES.** Agreement is made between the NW Montana Fair & Rodeo (hereinafter referred to as “the Fair”) and _____ (herein after referred to as “Concessionaire.”)
2. **NATURE OF CONCESSION AND TERM.** The privilege granted under this contract gives the Concessionaire permission to sell food and beverages as identified on the Fair approved menu and for no other purposes. The Fair grants and leases to Concessionaire certain rights, privileges, and/or space for Concession sales from **Friday, August 8th through Sunday, August 11th, 2024**. The Fair is under no obligation to offer a contract to the Concessionaire for future fairs or events.
3. **SPACE.** The use of space granted to the Concessionaire under this contract is booth and/or space # _____ on the fairgrounds map. Concessionaire will be permitted to occupy said premises beginning Friday, August 8th, and must have all items removed by Monday, August 24th, 2025.
4. **HOURS OF OPERATION.** At a minimum, concession shall be open for business 4pm - 10pm Tuesday Aug 12th, 11am - 10pm Wednesday August 13th, through Saturday August 16th, and 11am - 8pm Sunday August 17th.
5. **CONSTRUCTION OF TEMPORARY BUILDINGS.** All temporary buildings, tents or other enclosures which the Concessionaire proposes to erect must first have the approval of the Fair and must be contained within the designated space. All stands and buildings must remain in a neat and orderly appearance. The Fair reserves the right to insist any structure not complying with these terms be remedied or removed.
6. **CONDUCT.** Concessionaire agrees to conduct operations without infringement upon the rights of others; not to engage in any business or sell any commodity other than that expressly stipulated in this contract; and will confine all operations to the space allotted. Said concession must be operated in a safe, sanitary, courteous, and responsible manner in compliance with all health, business, and fire regulations of City of Kalispell, Flathead County, and the State of Montana.
7. **POSTING OF PRICES.** Concessionaire shall post in a conspicuous and professional manner at the front of the place of business prior to operations, a sign showing the price of all articles to be sold under this contract. The size of sign and place of posting shall be within their designated space and subject to acceptance by the Fair.
8. **ASSIGNMENT.** This contract, or any part thereof, cannot be assigned or otherwise disposed of without the written endorsement of the Fair Manager. Subletting of any part of space or operations herein granted is not permissible.
9. **LICENSE AND INSURANCE.** The Fair in no way warranties or guarantees the safety or security of any of the Concessionaire’s items or equipment. Concessionaire assumes any and all risk associated with use of its equipment or items in conjunction with the performance of this document. Concessionaire must furnish to the Fair prior to commencement of operations:
 - A certificate of general liability insurance (with a minimum limit of \$1 million per occurrence) listing **Flathead County** as additionally insured. (Certificates from alcohol vendors must also include liquor liability).
 - A copy of their current Flathead City/County food permit and/or liquor license.
10. **GROSS RECEIPTS SUBMISSION.** Submit a daily cash register “Z” tape, Square report, etc. The previous day’s sales report must be submitted to the fair office no later than 10 AM each day. **Final payment for all fees, tickets, vehicle passes, and receipt percentages must be submitted to the Fair by August 22nd, 2025.**
11. **INDEMNITY, VENUE, & ATTORNEY’S FEES.** Concessionaire will defend, indemnify, and hold the Fair and its affiliates and their respective directors, officers, employees, successors and assigns harmless from and against any actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs, and expenses, including but not limited to attorneys’ fees and costs which arise out of or relate to either party’s performance of this document. Concessionaire also agrees if litigation arises out of the performance of any duty herein, proper venue for the litigation shall be Flathead County, MT and the substantially prevailing party shall be entitled to reasonable attorney’s fees and costs.

Fair representative

Date

Concession representative

Date