



2110 SW FREAR ST
ROSEBURG, OR 97471
541-957-7010

WWW.DOUGLASFAIRGROUNDS.COM

FOOD SERVICE APPLICATION
\$25 Annual Application Fee

Any commercial company or organization desiring to provide food service at an event held at the Fairgrounds Complex must make application and be approved by management. The Fairgrounds has an Approved Caterer's and Concessionaire's List that is supplied to those renting the Fairgrounds facilities when they request food service for their event.

Business Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **Cell:** _____

Contact Person(s): _____

Years in business: _____ **Health Department Permit No:** _____

Services provided:

| Catering | Concessions |
|--|--|
| Number of banquets in the past year: | Number of events in the past year: |
| Size of banquets: _____ 1-150 _____ 150-250 _____ 250-500 _____ 500-750 _____ 750+ | Menu Items: _____ Hot Dogs _____ Hamburger _____ Chili _____ Fries _____ Nachos _____ Salads _____ Deli _____ Fruit _____ Desserts _____ Pastries _____ Popcorn _____ Ice Cream _____ Smoothies _____ Shaved Ice _____ Other: _____ |
| Type of banquets: _____ Buffet _____ Sit-Down _____ Box Lunches _____ Ethnic Specialty _____ BBQ's | Menu Specialty: |
| Type of meals: _____ Breakfast _____ Lunch _____ Dinner | |
| Current off-site liquor license: _____ Yes _____ No If yes, what type? | |

Insurance Information:

| | | | |
|----------------------------|--|------------------|--|
| Insurance Provider: | | | |
| Phone: | | Policy #: | |

Recent events serviced:

| |
|--|
| |
| |
| |

References:

| | | | |
|-----------------|--|-----------------|--|
| Client: | | Client: | |
| Address: | | Address: | |
| City: | | City: | |
| Phone: | | Phone: | |

Procedures and Guidelines:

1. **Booking Procedure:** The initial point of contact for each prospective client shall be the Fairgrounds Office to determine availability and confirmation of date(s). Each client requesting food services for their event will be given the list of Approved Caterers and Concessionaires in order to begin the process of menu selection, prices, etc. for their event. The Community Conference Hall kitchen is not available to outside caterers/concessionaires. Other kitchens are not guaranteed.

The selected Caterer or Concessionaire must contact the Fairgrounds Office as soon as possible. You must obtain a permit from the Environmental Health Department, 541-440-3574, for each public event. A copy of the health permit must be given to the Fairgrounds Office one (1) week prior to the event.

2. **Commission/Billing:**
 - a. **Food Trucks:** 15% commission payable to Fairgrounds on gross sales. A cash register or other approved Point of Sale must be used. A cash register report form must be filled out and submitted with a "z" reading from the cash register tape or equivalent report with payment due and payable by five (5) business days following the event.
 - b. **All other Concessions:** 20% commission payable to Fairgrounds on gross sales. A cash register or other approved Point of Sale must be used. A cash register report form must be filled out and submitted with a "z" reading from the cash register tape or equivalent report with payment due and payable by five (5) business days following the event.
 - c. **Catering:** 15% commission on gross sales including any beverage/beer/alcohol service for each event. Commission must be built into the price quoted to each potential client. A copy of the client's catering invoice must accompany payment to the Fairgrounds within five (5) business days following the event.
3. **Deposits:** Until credit worthiness is established, a bond, payment or advance deposit equal to 100% of the anticipated commission, at least ten (10) business days in advance of the event, may be required by Fairgrounds management.
4. **Cleaning/Damage Deposit:** An advance deposit to cover any potential damage or any expenses incurred as a result of Caterer's/Concessionaire's failure to properly clean the premises may be required by Fairgrounds management. Cleaning must be done in an exemplary fashion and to the satisfaction of the Fairgrounds Director.
5. **Alcoholic Beverages: No beer/alcohol only service is allowed, including hosted/no-host bars.** The serving of alcoholic beverages at a catered event shall be coordinated and approved by the Fairgrounds Director. Caterer/Concessionaire must provide a copy of the applicable liquor license which permits Caterer/Concessionaire to extend their privileges to another location. Caterer/Concessionaire also agrees to conform to any and all Oregon Liquor Control Commission laws, ordinances, regulations, and state and local laws. Caterer/Concessionaire must obtain liquor liability insurance if Caterer/Concessionaire will be serving alcohol at any event. Proof of coverage in the form of a certificate of insurance and endorsement (if required by certificate) specifically stating that Caterer's/Concessionaire's liability insurance includes "liquor liability" with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate is required at least thirty (30) business days prior to any event.
6. **Insurance:** Caterer/Concessionaire must provide the Fairgrounds Office with a certificate of insurance and endorsement(s) (if required by certificate) naming Douglas

County, the Fair Board, and their officers, agents and employees as additional insured.

a. Indemnification: By accepting and signing these rules and guidelines, Caterer/Concessionaire agrees to defend, indemnify, and hold harmless Douglas County, the Fair Board, and their officers, agents, and employees from any and all claims, actions, damages, judgments and other expenses resulting from injury to any person or damage to property of whatsoever nature arising out of or incident to the Caterer's/Concessionaire's operations at the facility and products that are sold at the facility (including but not limited to, the acts, omissions, and products of Caterer's/Concessionaire's employees, agents, subcontractors, and suppliers). Caterer/Concessionaire shall not be held responsible for any claims, actions, damages, judgments or other expenses caused solely by the negligence of Douglas County, the Fair Board, or their officers, agents, or employees.

b. Insurance Policy: Caterer/Concessionaire shall, at its own expense and at all times while using the facility, maintain in force: (i) a commercial general liability policy, including coverage for the food products, completed operations, and contractual liability for obligations assumed under this contract; (ii) a comprehensive automobile liability policy, including owned and non-owned automobiles; and (iii) if applicable, liquor liability insurance. The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage as follows: (i) commercial general liability limits of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate; (ii) automobile liability limits of at least \$1,000,000 combined single limit per accident; and (iii) liquor liability limits in the amounts stated in Section 5 "Alcoholic Beverages" only if any alcohol is to be served by Caterer/Concessionaire at any event. Liability coverage must be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable. Douglas County, the Fair Board, and their officers, agents, and employees must be named as additional insured under the policy. Insurance required of Caterer/Concessionaire shall be primary with respect to the interest of Douglas County, whose insurance shall be excess and not contributory. Certificates of insurance, endorsement(s), and written verification that the insurance premiums have been paid must be submitted to the Fairgrounds Office no less than thirty (30) business days prior to any event. Each certificate shall state the coverage afforded under the policy cannot be canceled and restrictive modifications cannot be made until at least thirty (30) days prior written notice has been given to the Fairgrounds Office. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

c. Workers' Compensation Coverage: Caterer/Concessionaire shall provide workers' compensation coverage for all persons employed to perform services at the facility. Caterer/Concessionaire is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. At least thirty (30) business days prior to any catered or concession event, Caterer/Concessionaire shall provide proof of workers' compensation coverage. If Caterer/Concessionaire is a carrier insured employer, Caterer/Concessionaire shall provide the Fairgrounds Office with a certificate of insurance. If Caterer/Concessionaire is a self-insured employer, Caterer/Concessionaire shall provide the Fairgrounds Office with certification from the Oregon Department of Insurance and Finance as evidence of Caterer's/Concessionaire's status.

Signature indicates agreement to abide by all rules and guidelines of the facility and contained herein this application. It is understood that violations of any type could result in the cancellation of Caterer/Concessionaire's approved status to provide food service at the Fairgrounds Complex.

Authorized Signature_____

Print Name_____

Date_____

Approved Date_____

Fairgrounds Director_____