

Big Horn Mountain Festival, LLC  
1488 Thomas Drive  
Sheridan, Wyoming 82801

Telephone 307-751-2337

Email: [info@bighornmountainfestival.com](mailto:info@bighornmountainfestival.com)

## Welcome to the Big Horn Mountain Festival

*JULY 6, 7 & 8, 2012*

Johnson County Fairgrounds  
Buffalo, Wyoming

*We are grateful for your participation in our festival this year and we sincerely wish to help you succeed. Should difficulties of any nature arise we ask you to bring them to our attention and we will resolve them as quickly as possible. We have a great village of vendors and we don't anticipate any problems. We thank you for coming.*

Vendors with questions about festival logistics, policy, and other vendor related matters should contact Gayle Wells, Vendor Coordinator, via email at [info@bighornmountainfestival.com](mailto:info@bighornmountainfestival.com) or by telephone 307-751-2337.

### VENDOR REGULATIONS AND GUIDELINES

Upon arrival, please check in at the Ticket Gate to receive your vendor package.

This will include two 3-day festival tickets which must be exchanged for wrist bands, and a parking permit (must be displayed at all times on your vehicle which will be parked in a designated vendor parking area).

#### **BOOTH FEE**

Booth Fee includes two 3-day festival tickets. Each additional person working in your booth is required to purchase a ticket. Full payment is due with submission of this application. If you need to cancel, we will refund your payment in full prior to June 8th. After June 8th, cancellations will not receive a refund.

#### **FOOD VENDORS**

\$200 non-refundable deposit due at the time of application + 20% of gross sales (in excess of \$2,000).

#### **NON FOOD RETAIL VENDORS (10x10 Booth)**

\$100 non-refundable deposit due at the time of application + 10% of gross sales (in excess of \$1,000).

#### **EXTRA 10x10 SPACE**

\$50 - extra space is limited so we ask that you reserve it early.

Be sure to describe in your application all products or foods you will be offering because we will make every effort to avoid duplication of vendors so it is important that you return your application early to secure a booth at the festival. At the conclusion of the festival we will require you to turn in the Vendor Gross Receipts Report that you will find in the Addendum. This form is necessary to calculate any percentage of gross sales due so make sure you keep track of your receipts.

#### **POWER**

Please be sure to indicate in the acceptance form whether you require power. We have a limited source of power on our power board but we will try to accommodate you the best we can.

#### **PAYMENT**

**Payment in full is required to reserve your spot.**

Please send your fees (check or money order) payable to Big Horn Mountain Festival, LLC to Gayle Wells at the above address along with your application. We require that your account be paid in full prior to your arrival at the festival. Vendor passes will be issued to all pre-registered and prepaid vendors upon arrival.

#### **PRODUCT RESTRICTIONS**

No glass containers or carry-in alcohol are allowed in the performance areas on the festival grounds. There will be only one purveyor of alcoholic

beverages, limited to beer and wine. No other alcoholic beverage vendors will be allowed. We ask that each Vendor bring only those products that they have specified. Additional items may not be sold without consent from Big Horn Mountain Festival, LLC.

*Big Horn Mountain Festival, LLC reserves the right to prohibit the display or sale of any product that could be unsafe, dangerous, offensive, objectionable or inappropriate for a family-oriented event.*

**CAMPING**

Camping Fee is \$15 per vehicle per night (without electricity) or \$30 per vehicle per night (with electricity). All vendors wishing to camp are required to purchase camping passes.

**WHEN TO ARRIVE**

We will have a vendor meeting on Thursday, July 5th at 2:00 pm to set up vendor spots. Gates will open at noon on Friday. We would like our vendors to be completely set up before the gates open on Friday. We ask our vendors to remain open during daylight festival performance hours. You are welcome to remain open longer.

**PERFORMANCE SCHEDULE**

Friday	<u>Performances</u>	1:00 p.m. to 10:30 p.m.
Saturday	<u>Workshops &amp; Contests &amp; Performances</u>	9:00 am to 10:30 pm
Sunday	<u>Performances</u>	10:00 am to 4:00 pm

**SAFETY AND REGULATORY COMPLIANCE**

Please see Addendum. Federal, State, and Local regulations are updated frequently and you are responsible for contacting agencies that have regulatory authority for your products or services and maintaining compliance with current rules and regulations.

**SALES TAX**

You are responsible for collecting and reporting all sales tax you collect.

**INSURANCE**

All food vendors are required to carry their own insurance for liability and for loss or damage. Vendors who do not carry a policy should indicate such on their application and we will discuss with you alternative coverage for your booth specific to this festival. BHMF reserves the right to require any vendor whose product might be inherently dangerous or raise product liability concerns to carry appropriate insurance for liability and for loss or damage.

**SANITATION**

Food booths should dispose of all waste, including grease, in appropriate containers. This type of waste is deemed hazardous, and therefore, we ask that you DO NOT dump any of it in the regular trash containers. Vendors are responsible for disposing of this waste themselves in an appropriate manner. Dumpsters will be on site for the disposal of ordinary, non-hazardous trash.

**SECURITY**

It is always advisable to NOT leave valuable merchandise in the booth area. You remain fully responsible for theft, loss or damage to your merchandise, booth, personal effects, etc.

\* \* \* \* \*

**GENERAL VENDOR INFORMATION**

Each vendor space is limited to an area large enough to accommodate a 10 x 10 booth, UNLESS additional space has been reserved IN ADVANCE (for an additional charge).

Placement of vendors in the designated vendor area is at the sole discretion of Big Horn Mountain Festival.

Vendors are responsible for constructing, furnishing, lighting, maintaining, and removing their booth materials, leftovers, and trash.

Vendor booths should have an attractive, professional, well maintained appearance.

This is an open-air venue, and tents will be required unless you would like to set up in the covered barn. BHMF does not furnish tents. Also, they may need to be weighted down in the event of wind.

Vendors are responsible for keeping their area free of trash.

Food vendors must maintain a healthy atmosphere with all trash/garbage secure and removed from vending site at regular intervals. All vendors must provide their own fire extinguisher and tie-downs for any propane tanks.

Vendors will be allowed to bring their vehicle and trailer into the grounds near the vendor area for check-in, setup, and take down. However, vendors are required to park their vehicles away from this area for the duration of the festival. There will be an area designated for vendor parking.

Please be sure to prepare for any type of weather, particularly wind, rain, hail and afternoon thunderstorms.

\* \* \* \* \*

*We are extremely grateful for every effort you put forth to help make this festival a success. We believe that vendors who sell quality products will make our festival immeasurably more enjoyable for our attendees and will, therefore, enjoy greater success for their own business. We will definitely*

*be here for years and plan on a much longer life for this festival, hoping to grow bigger and better each year.*

**Big Horn Mountain Festival, LLC**  
***VENDOR APPLICATION and AGREEMENT***

.....  
Name of Business and/or Booth

Name of Owner/Contact

Business Address

City, State, Zip

Business Telephone

Cell Phone

Email

Please provide a description of items to be offered. Food vendors please provide sample menu (you may attach a copy if you desire).

Insurance Carrier: \_\_\_\_\_ Policy No.: \_\_\_\_\_ Amount of Coverage: \_\_\_\_\_  
Agent & Address: \_\_\_\_\_

<b>PAYMENT</b>	<b>BOOTH FEE</b>	<b>Add'l 10 x 10</b>	<b>CAMPING</b>	<b>TOTAL</b>
<b>FOOD VENDORS</b>	\$ _____	\$ _____	\$ _____	\$ _____
	<b>BOOTH FEE</b>	<b>Add'l 10 x 10</b>	<b>CAMPING</b>	<b>TOTAL</b>
<b>NON FOOD VENDORS</b>	\$ _____	\$ _____	\$ _____	\$ _____

Make check payable to **Big Horn Mountain Festival, LLC** and mail check with acceptance letter to **G. Wells, 1488 Thomas Drive, Sheridan, Wyoming 82801**. **Food vendors need to attach their certificate of insurance.** There is no deadline but applications will be accepted on a first-come first-served basis, and may be limited to avoid duplication of goods.

.....  
**AGREEMENT**

When accepted, I agree:

1. To accept all liability for any damage caused by the operation of my booth, including the sale of all products or services occurring at such booth and to indemnify and hold harmless Big Horn Mountain Festival, LLC, its' agents, the Johnson County Fair Board and the Johnson County Commissioners for any claim, demand or liability arising out of such operation, sales, or services, and to defend Big Horn Mountain Festival, LLC, the Johnson County Fair Board and the Johnson County Commissioners from any such claim, demand or liability, including all attorney fees and costs incurred.
2. To release Big Horn Mountain Festival, LLC from any claim, liability, or damage that I may incur by reason of rain, hail, wind or other weather related event, fire, theft, interruption of power, administrative or regulatory action.

3. To comply with all the representations of this application/acceptance agreement and with all the conditions as outlined in attached Vendor Regulations and Guidelines provided me with this application/acceptance.

4. To comply with all rules and regulations of the Wyoming State Department of Agriculture, the Wyoming State Department of Health, the Wyoming Department of Fire Prevention & Electrical Safety, and all Federal and local regulations as exist at the time of my application and as may be amended prior to the event. Inspection of all exhibitors will be conducted by Big Horn Mountain Festival, LLC or the local State Fire and Electrical Inspectors and State Food Inspectors prior to opening. I certify that I have procured or will have procured all licenses or permits as required by any federal, state or local agency for the sale or presentation of my products and services and shall have such available for inspection at the time of the event. Any failure to comply with applicable regulatory licensing or regulations will result in immediate termination of services until necessary corrections are made. Vendor fees are non-refundable if vendor is unable to establish or maintain compliance.

5. I have obtained or will obtain prior to the event a Wyoming State Sales and Use Tax License or applicable Exemption Certificate from the Wyoming State Department of Revenue. I will pay all sales taxes due to the State of Wyoming, file all necessary reports in a timely manner, and will save and hold harmless Big Horn Mountain Festival, LLC and its' agents from any and all liability for sales tax due to the State of Wyoming

6. To assume full risk of any injury, property damage or loss, which I may sustain as a result of my participation in any and all activities, connected with or associated with, my participation in the Big Horn Mountain Festival. Further, I understand that I should carry my own insurance and that I display and/or store my products at my own risk.

7. If applying as a corporation, partnership, limited liability company, or other business entity, I represent that I have the appropriate authority to make this application and agreement on behalf of such business entity and to enter into all representations and agreements herein; and I further provide my personal guaranty on behalf of such business entity for all representations and agreements herein.

8. I agree that all demonstrations and exhibits may be photographed for publicity purposes. I agree to pay all necessary fees set forth in this application, and I understand that if I leave the Festival early, I forfeit all fees.

9. In the event of any problem or concern to immediately contact Gayle Wells for resolution, (307) 751-2337.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Vendor

**ACCEPTED**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Big Horn Mountain Festival, LLC (by G. Wells)

*Festival Vendor: One who works 200 hours on the weekend so he doesn't have to work 40 hours a week at a full time job .*

**Big Horn Mountain Festival, LLC**

Paul Jarvis \* Rick Clark \* Bill Bradshaw \* Chas Shipley \* Gayle Wells \* Lynn Young \* Lisa Griffith \* Ken Spurrier

## **ADDENDUM**

### **Fire Code Requirements**

#### **Portable Fire Extinguishers –**

Each Vendor will be responsible for providing a minimum of (1) 2A-10B:C rated (5 pound) multi-purpose dry chemical fire extinguisher within their exhibit. Fire extinguishers must have a current annual service tag attached or you must be able to provide proof that extinguisher was purchased within less than one year.

#### **Commercial Cooking Operations –**

Cooking operations that produce grease laden vapors must be protected by an approved automatic fire suppression system and a type 1 ventilation hood. Automatic fire suppression systems must have a current bi-annual service tag attached.

#### **Heating and Cooking Equipment -**

Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices are not permitted inside or located within 20 feet of any tent, canopy or membrane structures while open to the public unless approved by the fire code official. Cooking and heating equipment shall not be located within 10 feet of exits or combustible materials. Tents where cooking is performed shall be separated from other tents, canopies or membrane structures by a minimum of 20 feet.

#### **LP-Gas –**

LP-gas containers shall be located outside. Safety release valves shall be pointed away from the tent, canopy or membrane structure. Portable LP-gas containers with a capacity of 500 gallons or less shall have a minimum separation between the container and structure not less than 10 feet. Containers less than 125 gallons shall be separated by a minimum of 5 feet.

#### **Flame Resistant Treatment -**

Tents having an area in excess of 200 square feet, canopies having an area in excess of 400 square feet and membrane structures and the appurtenances, sidewalls, drops and tarpaulins, floor coverings, bunting, combustible decorative materials and effects, including sawdust when used on floors or passageways, shall be composed of flame-resistant material or shall be treated with a flame retardant in an approved manner and meet the requirements for flame resistance as determined in accordance with NFPA 701.

#### **Separation of Generators –**

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structure by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means.

#### **Waste Material –**

The floor surface inside tents, canopies or membrane structures and the grounds outside and within a 30 foot perimeter shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises.

### **Electrical Code Requirements**

Electrical and extension cords must be in good condition and free of cuts, splices, deterioration, and damage and must have proper connection with cord/plug ends.

If extension or electrical cords are secured to metal framework or supports of tents, canopies or other structures, the metal framework or supports of that structure must be grounded.

Contact the Wyoming State Fire Marshal's Office for further information at (307) 777-7119  
<http://wyofire.state.wy.us>

### **Food Safety Requirements**

#### **Temporary Establishment Requirements:**

1. All food and water used in the stand must come from an approved source - no home canned foods or wild game is allowed and water shall come from a source that has been tested for bacteria. All foods must be prepared on the premises or in a licensed kitchen. Not potentially hazardous foods may be prepared in a home kitchen and can only be sold to the final consumer, by that home processor.

2. All meats and other potentially hazardous foods shall be kept at an internal temperature of 41°F or colder or 135°F or hotter during display, service and holding. Foods requiring reheating shall be heated to 165°F for 15 seconds, prior to serving or holding.

#### **Minimum cooking temperatures:**

Poultry and Stuffed meat products: 165°F

Ground Beef and Pork: 155°F

Pork, Fish and Lamb: 145°F

Eggs: 145°F - 155°F

Under no circumstances will potentially hazardous foods be allowed to sit at room or air temperature.

3. A thermometer capable of testing the temperatures of hot and/or cold potentially hazardous foods must be available if it applies to your stand.

4. Wrapped food shall not be stored in direct contact with ice. Canned and bottled beverages may be cooled in ice water to which sanitizer (50 ppm chlorine) has been added, providing the container is drained and cleaned daily when in use.
5. Condiments shall not be served from an open type container. Individual packets or an approved dispenser shall be used.
6. Ice shall be from an approved source and stored in a clean, covered food grade container and dispensed with a scoop that has a handle. The handle of the ice scoop shall be kept out of the ice at all times.
7. Milk shall be served in original containers of one pint or less or from an approved dispenser. Raw milk if prohibited.
8. Only food-grade containers shall be used for food or ice storage. Garbage cans or trash bags are not made from food-grade material. Enamelware food contact surfaces are prohibited.
9. All food contact equipment, surfaces and utensils used in the preparation of food shall be kept clean until used. If facilities are not available to wash, rinse and sanitize utensils, extra utensils must be provided in case those in use fall on the floor or ground.
10. Only single service items shall be used by the consumer at the temporary food stand. All single service items shall be protected until used, properly dispensed and stored off the floor or ground by at least 6 inches.
11. Wiping cloths shall be available and stored in clean bleach and water solution the strength of which is 200 ppm. Chlorine test strips should be available to test the sanitizing solution strength.
12. A convenient handwashing facility shall be available for employee handwashing. If hot and cold running water and a sink are not available in the stand, then a container with clean water for washing hands with soap shall be available in the stand. Disposable towels shall be used for drying hands. Hand sanitizer shall not be used in place of handwashing.

13. Employees shall be free from contagious or communicable diseases, sores or infected wounds and wear clean clothing while on duty. Hair restraints such as caps, scarves or hairnets shall be worn. Long hair shall be tied back to prevent it from coming in contact with the food. There shall be no smoking in the food stand.

14. The food stand and food storage areas shall be maintained clean and sanitary. All food shall be protected from dust and dirt by using the proper covering. Handling of foods must be minimized by the use of utensils, disposable gloves, etc. No food shall be stored on the floor or ground.

15. The immediate area around the food stand shall be kept clean. Garbage from the operation of the stand shall be kept in closed trash bags or covered containers and disposed of in the receptacles provided. Waste water shall be disposed of in an approved manner. **UNDER NO CIRCUMSTANCES SHALL LIQUID OR SOLID WASTE BE DISPOSED OF ON THE GROUND.**

16. Spray bottles shall be labeled as to contents. All cleaners, detergents, sanitizers and other toxic items shall be stored separately from food and food contact surfaces and equipment.

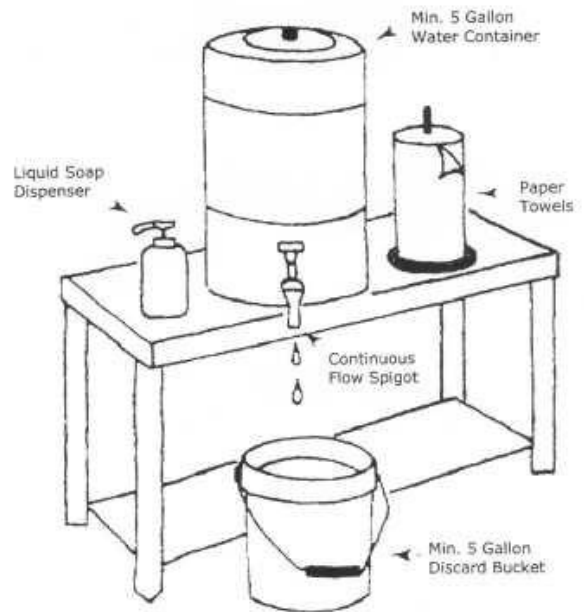
17. Pest control shall be implemented in all temporary food stands when pests are a problem. Sticky strips may be used in the stand provided the strip is not hung over any food or food contact surfaces. Stands with screened openings shall be kept closed and in good repair. If fans are used in the stand, they can be directed toward openings to help keep insects out.

**ANY PERISHABLE FOODS FOUND TO BE CONTAMINATED, ADULTERATED, OR NOT MAINTAINED AT THE PROPER TEMPERATURE SHALL BE CONFISCATED AND DESTROYED. VIOLATIONS OF ANY OF THE ABOVE PROVISIONS WILL BE GROUNDS FOR THE TEMPORARY FOOD PERMIT SUSPENSION OR REVOCATION AND CLOSURE OF THE ESTABLISHMENT.**

Contact Consumer Health Services for further information at 307-777-7211.  
<http://wyagric.state.wy.us/divisions/chs/food-safety>  
 Revised 3/11  
 (TEMPINFO)

Johnson/Sheridan County inspector:  
 DeWayne Hinz - CHS Specialist  
 Phone: 307.673.0071

## Temporary Handwashing Station



**\*\*Required in Each Food Booth**

# BIG HORN MOUNTAIN FESTIVAL

## VENDOR GROSS RECEIPTS REPORT

Thank you for being one of our vendors at the Festival! We hope you did well and look forward to working with you again at our future festivals. Our festival will be held on the 2<sup>nd</sup> weekend of each July at the Johnson County Fairgrounds so be sure to mark it on your calendar for next year.

Please enter the information below to report your gross receipts and calculate the percentage of gross receipts you are responsible for. Please make your check payable to "Big Horn Mountain Festival" or you may pay in cash. You should leave your payment and this form with Gayle Wells prior to leaving the festival.

Business Name of Vendor: \_\_\_\_\_

Name of Proprietor/Owner: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

email: \_\_\_\_\_

Gross Receipts Friday \$ \_\_\_\_\_

Gross Receipts Saturday \$ \_\_\_\_\_

Gross Receipts Sunday \$ \_\_\_\_\_

Total Gross Receipts \$ \_\_\_\_\_

Less: (\$2,000.00)

(Circle applicable, \$2,000 food, \$1,000 non-food)

(\$1,000.00)

Adjusted Total Gross Receipts \$ \_\_\_\_\_

Amount Due (10% of Adjusted Total Gross Receipts  
for Retail, 20% of Adjusted Total Gross  
Receipts for Food) \$ \_\_\_\_\_

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