

**OFFICE USE ONLY**

First Payment \_\_\_\_\_  
Second Payment \_\_\_\_\_  
Insurance Cert. \_\_\_\_\_  
Booth Size & Electrical Order Form \_\_\_\_\_

**Teton County Fair****July 22 – 26, 2026****Food Concession License Agreement**

*This license agreement and order form is null and void if not returned by April 1<sup>st</sup>, 2026.*

In consideration of the conditions hereinafter set forth, the TETON COUNTY FAIR, by its duly authorized officer, hereinafter, referred to as "TCF" does hereby grant unto (Name of Licensee) \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as the "LICENSEE," the following privileges during the TCF held in Jackson, Wyoming.

Concession/Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ EIN/SSN #: \_\_\_\_\_

Mailing Address/City/State/Zip Code: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_ Contact Email: \_\_\_\_\_

The "LICENSEE" agrees to sell, distribute or give away the following items:

For the privilege of utilizing a space at the TCF Commercial Area the "LICENSEE" agrees to pay **15%** of gross sales (less sales tax) with a deposit of **\$500** due upon acceptance into TCF. Deposit (\$500) is due no later than May 9, 2026. All forms of payment are accepted to process payment. Electrical and water fees not included in the \$500 deposit and 15% of gross sales.

I have read the following pages of requirements, rules and regulations and agree to the terms as a LICENSEE of the TCF.

**\*\*\*REQUIRED**

Credit Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVN #: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

Total Amount: \_\_\_\_\_

LICENSEE SIGNATURE

TCF REPRESENTATIVE SIGNATURE



**Teton County Fair**  
**July 22 – 26, 2026**

**Food Concession License Agreement**  
**Booth Size & Electrical Order Form**

**\*\*\*Photo (s) of booth setup must accompany the agreement upon submittal.**

**General Setup**

- Food Truck
- Tent

Do you have a “point of sale or POS” system?

**\*A POS is required.**

- YES
- NO

**Liability Insurance**

- Will Provide ‘Certificate of Insurance’
- Purchase through the Fair Office \$150

**Booth Space Size**

- 10' x 10'
- 10' x 20'
- 10' x 30'

**Electricity**

<input type="checkbox"/> 110 volt	\$35
<input type="checkbox"/> 220 volt, 30 amp	\$50
<input type="checkbox"/> 220 volt, 50 amp	\$65

Please circle the photo of the outlet that you need for your setup:



110v



220v, 30amp



220v, 50amp

**Water Access**

- Yes \$30
- No

**TOTAL DUE TCF OFFICE:** \_\_\_\_\_

*All forms of payment are accepted. Checks and money orders should be made out to “Teton County Fair.”*

**Submit application and payment via mail to:** **Submit application and credit card payment to:**

Teton County Fair  
PO Box 3075  
Jackson, WY 83001

[fair@tetoncountywy.gov](mailto:fair@tetoncountywy.gov)

**Submit payment by phone:**  
(307) 733-5289

## 2026 DEADLINES

January 28	Licensee agreements open, information email/mail-out
April 1	Deadline for submittal of completed licensee agreement and order form, including photos of food truck or booth setup
April 13	TC Fair Board review & approve/decline licensee agreements received
April 17	Licensee acceptance letters mailed
May 8	Deposit due (\$500), insurance, electric, water fees due, food menu w/ pricing due
July 1	Deadline for Certificate of Insurance & Wyoming Sales Tax Form
July 8	Temporary Food Service Permit Application & Fee due to the Teton County Environmental Health Department
July 22	Licensee check-in at the Fair Office, 9:00 AM – 12:00 PM Mandatory licensee meeting under the Big Top Tent, 1:00 PM Electrical/Fire/Health Inspections, 2:00 – 5:00 PM
July 26	Booth Tear Down after 9:00 PM
August 14	15% of gross sales payment due in full to the TCF Office

## LICENSE AGREEMENT

Persons interested in participating in the TCF as a Food Concession LICENSEE must complete and sign the written license agreement, per approval by the TC Fair Board, and make a monetary deposit to the Fair Office before being allowed to transact any business on the fairgrounds.

**REFUNDS:** No refunds will be granted for cancellations after July 1, 2026.

**TERM:** All license agreements will expire upon final payment of 15% of gross sales. Space not occupied by 5:00 PM on Wednesday, July 22, on the first day of Fair, with no notice given, will be resold and no refunds given.

**SUBLETTING OF BOOTH SPACES:** LICENSEE agrees not to sublease or sublet any part of the booth space contracted. TCF reserves the right to select all food concession licensees.

**REVOCATION OF LICENSE AGREEMENT:** This license agreement may be revoked by the TCF at any time. Violators of the TCF rules and regulations or any laws of the City, County, State or Federal entities is cause for revocation of the contract privileges automatically and without recovery or relief, and the LICENSEE agrees to vacate the grounds/location occupied and cease to do business, without demur and forfeit all sums paid.

**FOOD CONCESSION PERCENTAGE OF GROSS SALES:** All LICENSEE percentage payments are due in full to the TCF no later than August 14, 2026. Failure to meet the deadline will result in a \$500 fine and seriously jeopardize being invited back. A daily record of total gross sales must be kept by the LICENSEE and reported on the **FOOD CONCESSION PERCENTAGE FORM**. The TCF Management reserves the right to request documentation of gross sales, including daily cash register receipts, and Wyoming Sales Tax reports for the period of the Fair.

TCF reserves the right to assign booth spaces for each LICENSEE at its discretion. Booths and any attachments – trailer hitches, propane tanks, stairs, platforms, awnings etc. – must be included in the size of space as indicated on the second page of this agreement. All aisles and walkways must be kept clear of any obstacles.

**COMPLY WITH ALL LAWS:** All LICENSEES are required to comply with the City, County, and State food and health laws and to secure a ‘Temporary Food Service Permit’ with the Teton County Department of Environmental Health in Jackson by July 8<sup>th</sup>, 2026 or 14 days prior to the start of the Fair. Please contact Ana Maria Hernandez at (307) 732-8490 or [anamaria.hernandez@wyo.gov](mailto:anamaria.hernandez@wyo.gov). All Health Department rules and regulations must be followed, and a copy of these rules should be posted in every LICENSEE booth. Failure to comply with Health Department rules after 1 warning will be grounds for removal from the Fair by TCF. Any LICENSEE that becomes aware of a food-borne illness from their booth must notify TCF immediately. Failure to do so will result in removal from the Fair by TCF. LICENSEE must meet the Fire Code regulations, including having an adequate fire extinguisher in their booth. A 10-pound, 10A-40BC or class K fire extinguisher is recommended. RV-rated fire extinguishers are not permitted.

## BOOTH SPACES

**GENERAL BOOTH SETUP:** LICENSEES must furnish their own canopies tables, chairs, lights, signs etc. Weights (water or sandbag) must be used in the case of high winds. **Absolutely no stakes are to be used to secure tents.**

LICENSEES selling food items should be neat, clean, and booth setup must be substantially built to withstand high winds and inclement weather. All tents or canopies must be of a professional design, specifically manufactured for trade shows, fairs and festivals. Canopies that are designed for backyards, the beach, personal picnic use, or “makeshift/homemade” structures made from tarps, PVC pipe, bungee cords etc. will not be permitted.

All LICENSEES are required to send photos of their booth setup with their agreement, **Booth Size & Electrical Order Form**. Tents and canopies must fit within the size of the space as indicated on the order form. Please be sure to include enough space for tying down the booth, some tie-downs do not extend straight down. Any backstock or supplies must be stored within the allotted booth space and all areas must be kept clean and attractive.

**CASH REGISTERS/POS:** LICENSEES selling food items are required to operate with cash registers or another point-of-sale system. Daily gross sales reports, including all credit card and cash sales, are to be submitted to the Fair Office by 10:00 AM the following day and will be attached to the **FOOD**

**CONCESSION PERCENTAGE FORM.** LICENSEES with more than one booth space must report each location separately.

**HOURS OF OPERATION:** LICENSEE must remain open and staffed for business during TCF's required hours of operation, which include:

Wednesday, July 22, 5:00 – 9:00 PM  
Thursday, July 23, 12:00 PM – 9:00 PM  
Friday, July 24, 12:00 PM – 9:00 PM  
Saturday, July 25, 12:00 PM – 9:00 PM  
Sunday, July 26, 12:00 PM – 9:00 PM

Any LICENSEE not open for business during these times will be fined \$250 and risks not having their agreement renewed the following year. If a LICENSEE would like to operate outside of these required hours, that is at their own discretion. All booths must shut down by midnight daily.

**SETUP/TEAR DOWN & LOADING/UNLOADING:** LICENSEES must check in prior to setup at the Fair Office on Wednesday, July 22, 2026, between 9:00 AM and 12:00 PM. Setup will take place on the grass near the Big Top Tent; TC Fair Board members will be available to assist and answer questions. Early setup WILL NOT be permitted. Vehicle flashers need to be on to indicate the utilization of the LICENSEE loading. If a LICENSEE fails to check in at the Fair Office by 12:00 PM, their spot will be forfeited, and TCF will retain all payments previously made. Any Loading or Unloading needed after the initial set-up can take place from 7:00 AM – 11:00 AM, but then Vehicles must be parked in the designated parking space after. Tear down may begin any time after 9:00 PM on Sunday, July 26, 2026. LICENSEES must not close their booths before this time.

**SIGNAGE:** LICENSEES may only post signs promoting their food for sale. Food item pricing must be prominently posted at the booth. A food price list must be submitted to TCF by May 8, 2026. Signage promoting any outside companies or products, sponsors or other advertising is prohibited.

**HANDWRITTEN SIGNS WILL NOT BE PERMITTED.**

**SUPPLIES & DELIVERIES:** LICENSEE booths must be stocked daily by 11:00 AM. Any deliveries by service truck must be made by 11:00 AM daily. UPS & FEDEX deliveries are dropped at the Fair Office daily around 4:00 PM. Any packages allowing payment should be prepaid by the LICENSEE; the Fair Office will not accept packages requiring payment. Packages should be shipped to the Teton County Fair Office, 305 W. Snow King Ave., Jackson, WY 83001. Any packages weighing over 5 pounds should be shipped UPS or FEDEX, not through the United States Postal Service. TCF will not be responsible for any undelivered packages, lost or stolen.

**TRASH REMOVAL:** LICENSEE will be provided 1-2, 95-gallon residential trash receptacles with lids and wheels. ALL LICENSEES are required to clean up their booth space of all trash (micro and macro). During operating hours, LICENSEES may dump full trash cans in the 8-yard dumpsters provided at various locations around the fairgrounds. Each night, all LICENSEES are required to wheel trash cans off the green space to the south side of the Grassy Arena for early morning pickup. LICENSEES are responsible for taking empty cans back to their booths every morning.

**RECYCLING:** Recycling bins for #1 plastic and aluminum will be provided throughout the area. All LICENSEES are encouraged to utilize these bins and encourage their customers to do so as well. TCF

hires a local service provider to empty these bins twice daily, sort them, and haul them off-site. A 16-yard roll-off dumpster will be provided for cardboard recycling. LICENSEE must flatten all cardboard boxes prior to throwing them in the dumpster. TRASH is not allowed in this dumpster.

**FOOD WASTE:** Bins for kitchen food waste collection will be provided to each vendor. All LICENSEES are encouraged to use these bins, but are not required to do so. TRASH is not allowed in these containers. TCF will provide a larger disposal container in a designated and marked sanitation area.

**ICE:** TCF will have ice for sale on-site at the Fair Office; however, office hours during Fair Week are from 7:00 AM – 5:00/6:00 PM. If ice is needed outside of office hours, the LICENSEE will have to purchase ice off-site at a local convenience store or grocery store.

**FRYER OIL DISPOSAL:** No cooking grease or oil disposed of (intentionally or unintentionally) on the surface of the grounds or left behind at the end of fair is permitted. TCF will provide a disposal container in a designated and marked sanitation area. The LICENSEE will forfeit all monies paid to-date and will remain liable for other amounts otherwise due under this contract agreement.

**GREY WATER DISPOSAL:** No drainage water or sewage may be disposed of (intentionally or unintentionally) on the surface of the grounds. TCF will provide a disposal container in a designated and marked sanitation area. The LICENSEE will forfeit all monies paid to-date and will remain liable for other amounts otherwise due under this contract agreement.

**LICENSEE PARKING:** LICENSEES will be assigned 1 designated parking space on the fairgrounds. Any additional vehicles will have to be parked off-site.

**LICENSEE CAMPING:** There is no camping for LICENSEES available or allowed on the Fairgrounds during Fair. Please visit <https://www.jacksonholechamber.com/lodging/> for lodging accommodations available in Jackson.

**SECURITY:** TCF hires a security service who is on-site 24 hours a day. JHPD also has a strong presence during Fair. TCF is not responsible for any booth break-ins or stolen items.

**AMPLIFICATION/SOUND:** Sound transmissions such as radios, television sets, loudspeakers, voice amplification systems, or any kind of demonstration are subject to approval by TCF, and if used, they must be controlled so as not to interfere with other LICENSEES, stage entertainment, or service providers. **This privilege may be revoked at any time.**

**PETS:** No pets or animals of any kind are allowed on the Grassy Arena two weeks prior to and throughout the length of the Fair. Pets in the area would be in violation of the State of Wyoming Health Code. Under no circumstances should vendors bring their pet(s) to the Fair.

**BREACH OF LICENSEE AGREEMENT:** If a LICENSEE breaches their agreement with TCF or any of the terms and rules outlined therein, TCF will have the right to immediately terminate the agreement, and all future agreements, without any notice. The LICENSEE will cease operations immediately and be asked to leave the fairgrounds. It is mutually agreed that the general rules and regulations set forth in the agreement must be followed for the operation of LICENSEE privileges granted herein. All LICENSEES must comply with all the rules and regulations imposed by City, County, State, and Federal food and health laws.

## INSURANCE

**LIABILITY INSURANCE:** A certificate of liability insurance naming TCF as an “additional insured” in the amount of \$1,000,000 is required against bodily injury and property damage. Where applicable, licensee must also have coverage insuring against product liability and products/completed operations. A licensee’s ‘Certificate of Insurance’ must be on file at the Fair Office by July 1, 2026. Failure to provide the ‘Certificate of Insurance’ by that date will result in a \$150 fine to the licensee for coverage under the Fair’s group insurance policy, as long as the activity or items for sale are not excluded by Haas Wilkerson. If the licensee’s activity or items for sale are not acceptable by Haas Wilkerson, failure to provide a ‘Certificate of Insurance’ by July 1, 2026, will result in a termination of the license agreement and all fees will be forfeit. The ‘Certificate of Insurance’ must cover the dates of the Fair. **THE NAME ON THE “Certificate of Insurance” MUST MATCH THE NAME ON THE LICENSE AGREEMENT.**

## ELECTRICAL/FIRE/HEALTH REQUIREMENTS & INSPECTIONS

**ELECTRICAL:** All LICENSEES must indicate their electrical needs on the **Booth Size & Electrical Order Form** and will be subject to paying an additional fee(s). Payment for electrical needs should be made at the time the deposit (\$500) is due. Any electrical modifications or additions must be wired under the supervision of the TCF electrician. Requests for additional electrical requirements must be received 15 days prior to the start of the Fair and will be done at the LICENSEE’s expense. No additional electrical requirements will be granted without prior consent of the TCF electrician.

**FIRE:** **Teton County Fire & EMS representatives** will be on-site to inspect all LICENSEES on Wednesday, July 22, 2026, and throughout Fair Week. See the checklist below to learn more about what they will require of all LICENSEES.

- LP-gas containers and tanks shall be adequately protected and secured to prevent tampering, damage by vehicles or other hazards and shall be located in an approved location.
- Mobile and portable equipment and devices used for temporary heating and cooking shall be listed and labeled.
- Portable cooking equipment using combustible oils/solids shall have a noncombustible lid immediately available and be of sufficient size to cover the cooking well completely. Equipment shall be placed on a noncombustible surface.
- All outdoor commercial LICENSEES must have a fire extinguisher with a minimum 4-A rating that has been purchased within one calendar year of the date of the event, or that has been examined monthly and inspected annually. LICENSEES must be able to present a copy of the technician’s maintenance tag or the fire extinguisher receipt of purchase upon inspection. Extinguishers should be easily accessible and visible.
- Food Concession LICENSEES must have not less than one Type K extinguisher. Cooking that produces sparks or grease-laden vapors shall not be performed within 10’ of a tent or membrane structure except where cooking devices are isolated from the public and cooking devices are maintained and used according to the manufacturer’s instructions.

**Tents:**

- Before a permit is granted, the owner or agent shall file with the fire code official a certificate provided by the product manufacturer to verify that the materials have been tested and certified

by an approved testing laboratory. Membrane structures or tents shall have a permanently affixed label bearing the following information:

1. The identification of size and fabric or material.
2. The names and addresses of the manufacturers of the tent structure.
3. A statement that the fabric or material meets the recognized flame propagation performance of NFPA 701 or
4. If treated, the date the flame-retardant treatment was last applied, including the trade name or kind of chemical used, the name of the person or firm treating the fabric/material, and the name of the testing agency and standard by which the fabric/material was tested.

- Tents shall not be located within 20' of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines.
- “NO SMOKING” signs shall be posted.  
A minimum of one (1) 2A-10BC extinguisher shall be available in each tent with a maximum travel distance of 75 feet.

#### **Mobile Food Trucks:**

- Food trucks operating in the Town of Jackson and/or Teton County must complete the Mobile Food Preparation Vehicle Checklist. Online link:  
<http://www.tetoncountywy.gov/FormCenter/Jackson-Hole-Teton-County-FireEMS-8/Mobile-Food-Preparation-Vehicle-Checklis-87>.
- All mobile food preparation vehicles working within Teton County shall be expected to comply with all requirements of Section 4106 of the 2025 International Fire Code.
- Food trucks require an annual inspection by JH Fire/EMS.

#### **Generators/Extension Cords/Electric Wiring:**

- Generators are kept away from combustibles, isolated from the public by a physical guard/fence/enclosure, and have a fire extinguisher.
- Extension cords must be UL or CSA approved and not cross egress paths (or be protected from foot traffic).
- Electrical equipment/wiring shall be listed and labeled for outdoor use.
- Generators and other internal combustion power sources shall be separated from tents by not less than 20 feet. They shall be isolated from public contact by fencing, enclosure, or other approved means.

**HEALTH:** Teton County Environmental Health Department representatives will be on-site to inspect all LICENSEES on Wednesday, July 22, 2026, and throughout Fair Week. See the checklist below for more information on what they will require of all LICENSEES serving food and beverages.

#### **Before the event, remember to:**

- Complete your application and submit a \$50 fee to the Teton County Department of Health fourteen (14) days before the event. Late applications are subject to a \$25 late fee.
- Determine your electrical needs. Verify with TCF that your booth will have sufficient power.
- Determine if potable water is available at the site or provide prepackaged water from an approved source.
- Obtain a Basic Food Handler permit for at least one staff member who will be at the facility at all times, from an accredited source (ServSafe, for example).

**During the event, remember to bring:**

- Your Temporary Food Service License.
- A copy of your Basic Food Handler Permit.
- Cold and Hot holding equipment, with thermometers to check equipment temperatures.
- Probe thermometer for checking food temperatures.
- A tent or canopy to provide overhead protection.
- Flooring to protect from environmental contamination, such as asphalt, concrete, plywood, rubber mats, etc. Cardboard is NOT an acceptable flooring.
- Three (3) walls to be hung during inclement weather.
- Racks or bins to store all food at least 6 inches off the ground.
- Additional clean cooking utensils.
- Dispensers for condiments, such as pre-packaged, squeeze bottles of hinged lid containers.
- Handwash station with paper towels, hand soap, catch basin (See Diagram B)
- Separate containers to wash vegetables.
- Wash, rinse, and sanitize containers that are large enough for the most significant piece of equipment to be cleaned with soap and approved sanitizer (See Diagram A).
- Wiping clothes and sanitizer buckets.
- Approved sanitizer and test strips (usually Chlorine at 50-100 ppm). Test strips are available at local businesses or online.
- Type K extinguisher with a noncombustible lid, if applicable.
- Portable 2A: 10BC extinguisher nearby, if applicable.

## **MERCHANDISE**

**AUTHORIZED & APPROVED FOOD ITEMS:** TCF Management will authorize the rental of the booth space for the sale of such food items as is required to supply the necessary wants of the people, or that may add to their comfort, convenience, and pleasure; but under no circumstances will merchandise of a questionable nature or of a demoralizing tendency be sold or in any manner tolerated on the fairgrounds. Any items, whether animate or inanimate, that are used for or are capable of causing harm or bodily injury are not allowed on the fairgrounds unless otherwise approved. In addition, any items that are a violation of the laws of the City of Jackson, County of Teton, or State of Wyoming will not be allowed on the fairgrounds.

**FOOD ITEMS FOR SALE:** LICENSEES must list all food items being sold on the first page of this agreement. No other food item may be sold without prior approval by the TCF. TCF reserves the right to prohibit the selling of any food item that infringes on the product of another licensee. Food and drink must be reasonably priced and posted.

## **WYOMING SALES TAX**

As dictated by Wyoming Tax Code W.S. 39-15-103: Imposition. (a) Taxable event. The following shall apply (i) Except as provided by W.S. 39-15-105, there is levied an excise tax upon: (A) The sales price of every retail sale of tangible personal property within the state. Wyoming Department of Revenue requires each temporary concessionaire, who does not have a current Wyoming Sales/Use Tax License, making sales at craft shows, fairs, etc. in Wyoming to complete a Temporary Business Operations Application

(see attached application below) prior to making sales in Wyoming. LICENSEES are required to collect the six percent (6%) Wyoming sales tax on each sale that is not exempt from tax.

Contact Katharine Gavin with any questions, Wyoming Department of Revenue, at (307) 734-9354 or [katharine.gavin@wyo.gov](mailto:katharine.gavin@wyo.gov)

## **FORCE MAJEURE**

TCF shall not be responsible for cancellation or delay in performance arising out of compliance with any law; ordinance; regulation; ruling order or other governmental actions or arising out of acts of God; fire; flood; unusually severe weather conditions; epidemics; war; acts of terrorism; riot; sabotage; accidents; labor disputes; shortages or failure to supply materials or equipment; or any other similar circumstance beyond the control of TCF.