

# 2025 NAVAJO NATION FAIR

## FOOD VENDOR AGREEMENT – MIDWAY

September 2 - 7, 2025



Food Vending Opens: August 1, 2025

First come first serve.

6% Navajo Nation Tax will be assessed.

For questions contact Vendor Coordinator

Courtney Jones, (888) 495-9466

### TO RESERVE A FOOD VENDING BOOTH

#### ONLINE

[www.nnfair.org](http://www.nnfair.org)

#### BY PHONE

(505) 236-4145

#### WALK IN

Navajo Nation Division of Natural Resources

Indian Route #100, Building #1 – 2636

South Wing of OPVP

Window Rock, Arizona 86515

#### CREDIT & DEBIT CARDS

There will be an added 4% Transaction Fee for Credit/Debit Cards.

#### CHECK OR MONEY ORDER

Payable to: Zion Enterprises LLC



### MIDWAY VENDOR BOOTH(S) LOCATION

**BOOTH SIZE:** Booth size will be 15 ft. wide by 15 ft. deep, with 10' walkways.

Midway Location: NORTH				Midway Location: SOUTH			
PRODUCTS/GOODS	Space M-1	\$1,000 each	Includes: Electricity Only	FOOD VENDOR	Space M-16	\$1,500 each	Includes: Water & Electrical Hook Ups
	Space M-2				Space M-17		
	Space M-3				Space M-18		
FOOD VENDOR	Space M-4	\$1,500 each	Includes: Water & Electrical Hook Ups	PRODUCTS/GOODS	Space M-19	\$1,000 each	Includes: Electricity Only
	Space M-5				Space M-20		
	Space M-6				Space M-21		
	Space M-7				Space M-22		
	Space M-8				Space M-23		
	Space M-9				Space M-24		
	Space M-10			FOOD VENDOR	Space M-25	\$1,500 each	Includes: Water & Electrical Hook Ups
	Space M-11				Space M-26		
	Space M-12				Space M-27		
	Space M-13				Space M-28		
	Space M-14				Space M-29		
	Space M-15				Space M-30		

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BOOTH REQUESTED \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_

OWNER \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

EMERGENCY CONTACT NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

THIS AGREEMENT is by and between the Navajo Nation Fair Office, Window Rock, Arizona 86515 ("NNFOffice") and the party designated on the attached application ("FOOD VENDOR").

The NNFOffice desires to permit FOOD VENDOR to sell said items on the attached application during the event. Now, therefore, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows:

1. **SPACE AGREEMENT AND RENTAL FEE:** Full payment is due upon submission of this signed agreement.
2. **GENERAL LIABILITY INSURANCE:** FOOD VENDORS must provide Zion Enterprises with a General Liability Insurance Policy from September 2 to September 7, 2025, and list Zion Enterprises LLC as a Certificate Holder on the policy.

GENERAL LIABILITY INSURANCE POLICY	Insurance Document Received		DATE Received	RECEIVED By
	YES	NO		

During the event, FOOD VENDOR shall have the following on site:

3. **ITINERANT FOOD PERMIT:** All FOOD VENDORS must obtain a temporary food license from the Navajo Nation Office of Environmental Health (NNOEH) & Protection (928) 871-6349 before operating a temporary retail food establishment. This license must be provided during inspections. FOOD VENDORS without an Itinerant Food Permit will not be permitted to serve or sell food at the event. <https://ndoh.navajo-nsn.gov/Department/Division-of-PublicHealth-Service/Office-of-Environmental-Health-Protection>
4. **FOOD SERVICE HANDLERS PERMIT:** All FOOD VENDORS and EMPLOYEES must obtain a Food Handler Permit. FOOD VENDORS without a Food Handler Permit will not be permitted to serve or sell food at the event. <http://www.ihs.gov/foodhandler>
5. **FIRE EXTINGUISHER:** All FOOD VENDORS must have a mandatory up-to-date, inspected, and certified Multipurpose ABC fire extinguisher or K-Fire Extinguisher in their booth at all times. The Fire Department and NNOEH will be inspecting for fire extinguishers, and FOOD VENDORS without a current fire extinguisher will not be permitted to sell food at the event.
6. **FOOD VENDOR PRE-EVENT MEETING:** Monday, 5:00 p.m. DST at the Picnic Tables in the Rodeo Vending Food Court.
7. **LOAD-IN/SET-UP:** Load-in and set-up must be completed between Saturday, August 30, and Monday, September 1, from 8:00 a.m. to 5:00 p.m. Vendor vehicles will have limited access to the vendor area, so please be prepared to move items by hand or with a self-provided dolly.
8. **HOURS OF OPERATION:** FOOD VENDOR stands must be fully staffed and open, regardless of weather conditions. Closing early or opening late for any reason may preclude FOOD VENDOR from participating in future events. FOOD VENDOR understands that the event will be held rain or shine, and no refunds shall be given.
9. **LOAD OUT & CLOSE OUT INSPECTION:** All FOOD VENDOR materials and garbage must be removed from the event site by 10:00 p.m. on Sunday, September 7, 2025. A construction garbage bin will be placed on the north side of the Food Pavilion.

The food vendor is responsible for leaving the designated space in the same condition as found. Failure to do so will result in, at the sole discretion of the NNFOffice, charges to repair or correct any damage or alteration. The vendor is responsible for returning the booth space site to its original physical condition by 11:00 p.m. on September 7, 2025.

10. **WRISTBANDS & PARKING:** The FOOD VENDOR will be given (5) wristbands and (5) PARKING passes for staff during the event. If wristbands have been damaged, tampered with, or removed, they will no longer be valid. Wristbands and Passes can be picked up September 1 from 8:00 am to 5:00 pm at the South End of Gorman Hall.
11. **ELECTRICAL SERVICE:** One 20-amp electrical outlet will be provided. An Additional Generator is recommended, and will be allowed, but must be placed in the booth space with proper ventilation. The FOOD VENDOR supplies all cables and extension cords, which must be UL-approved. Electrical Panels and Fuses must not be tampered with.
12. **ELECTRIC POLES/OUTLETS:** Maintain a minimum distance of 36 inches between your vendor booth and any electric pole or outlet.
13. **WATER:** Water spigots will be provided individually for Spaces M4 through M18, and M25 through M30. There is NO water available at Spaces M1 through M3 and M19 through M24, so these areas are designated for Products/Goods Vendors only. VENDORS must keep the tip of the water hose off the ground and must hang it on a clean surface.
14. **WATER VACUUM BREAKER:** *Not required, but recommended.* A vacuum breaker is a device that prevents water from being siphoned backward in a direction it is not desired to go. They can be purchased at Home Depot.
15. **USED COOKING OIL:** Dispose of used cooking oil in the designated container located on the northeast side of the Food Pavilion. Please exercise caution to prevent spills on the ground. It is imperative that vendors **do not dispose of old food, food scraps, or water** in this container. Non-oil waste contaminates the used oil, which makes it unsuitable for recycling by Baker Commodities. This company then repurposes this oil for other uses.
16. **GREY WATER:** Grey water must be disposed of into the provided water tank(s) or in the identified water spaces throughout the midway.
17. **EXCESS FOOD:** All extra food will be disposed of in trash containers, not to be dumped into the grease container.
18. **RIGHT TO SELL:** FOOD VENDOR shall have the right to advertise as set forth on the application. Said sales are to occur only within the area designated by the NNFOffice for the FOOD VENDOR. The NNFOffice has a zero-tolerance policy for the sale or display of products or advertising that display and/or promote any of the following: gang colors/symbols, drugs, drug paraphernalia, and illegal activities. Any FOOD VENDOR found to violate these policies is subject to expulsion from the event without any refund. Enforcement of this is at the sole discretion of NNFOffice management.
19. **ALCOHOLIC BEVERAGES:** FOOD VENDORS shall not sell, distribute, or disseminate alcoholic beverages.
20. **PRODUCTS:** No "Navajo Nation Fair" merchandise may be sold at the event unless otherwise agreed upon in writing. FOOD VENDORS shall not sell any item not identified on the application without prior written approval of the NNFOffice.
21. **RENTAL EQUIPMENT:** The NNFOffice will not provide any equipment to the FOOD VENDOR. FOOD VENDORS are required to provide their own equipment.
22. **WEATHER SECURITY:** FOOD VENDOR(s) shall adequately anchor all equipment to withstand the weather elements. Vendors are responsible for bringing their anchoring devices (weights and/or water barrels).
23. **SIGNAGE:** All FOOD VENDOR(s) are responsible for supplying their own signage, and signs and banners must be contained within the assigned booth space.
24. **CONDUCT:** FOOD VENDOR may not consume alcoholic beverages within any assigned booth space. Vendors must be suitably attired at all times. Behavior unsuitable for the Navajo Nation Fair events or that constitutes a public nuisance will not be permitted.
25. **STORAGE:** All FOOD VENDOR property shall be kept within the assigned booth space. Supplies, equipment, or inventory must be stored in a cool, dry place off the ground. Additional vehicles, cargo trailers, travel trailers, or camping will not be allowed in food vending spaces.
26. **BOOTH ACCESS:** The NNFOffice and its agents or assigns shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than NNFOffice management.
27. **EVENT DISPLAYS:** The NNFOffice reserves the right to locate or relocate any exhibit or display where it is in the best interest of the NNFOffice and to cancel any exhibit or display that is not in the best interest of the NNFOffice.
28. **SECURITY:** FOOD VENDORS are responsible for the safety and security of their property and equipment at all times. Limited security will be assigned to the entire event site, and no security personnel will be assigned specifically to any particular vending area. The NNFOffice shall not be held responsible for loss, theft, or damage to any property left on the event grounds at any time.
29. **CANVASSING:** FOOD VENDORS may conduct business only from inside their booth space. Canvassing from outside of the booth space is not permissible and FOOD VENDOR shall be liable for immediate closure and removal from the event with loss of all submitted monies.
30. **GOVERNING LAWS:** This agreement shall be governed by the laws, the health, sanitation, and fire regulations of the Navajo Nation.

31. **INDEMNITY:** FOOD VENDOR shall indemnify and hold the NNFOffice, its staff, contractors, and volunteers harmless from any claim or cause of action arising out of or in connection with FOOD VENDOR's acts or omissions under this agreement and shall reimburse the NNFOffice for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.
32. **VIOLATIONS:** FOOD VENDOR acknowledges that a breach of any of the terms of this agreement may result in the termination of this agreement and the preclusion of the vendor's participation in the event. If this agreement is terminated due to any breach by the FOOD VENDORS, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
33. **AGREEMENT MODIFICATIONS:** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement. No modification or change in the agreement shall be valid or binding upon the parties unless in writing and executed by the parties to be bound hereto.
34. **RESOLUTION OF DISPUTES:** In the event of a dispute arising in any manner as a result of or in any way related to this agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party shall be awarded reasonable attorney fees and costs incurred as a result of said dispute.
35. **CANCELLATION:** The FOOD VENDOR understands that if they cancel after the execution of this agreement or fail to provide the required documentation, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

By signing below, you understand and agree to all rules and regulations outlined in this agreement, and FOOD VENDOR acknowledges that:

1. Vendor has had the opportunity to review this agreement;
2. Vendor has enclosed **All** required documentation and payment;
3. Vendor has had the opportunity to consult with legal counsel if desired, and
4. Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.

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Vendor Print Name

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Vendor Signature

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Date