## 2024 MONTROSE COUNTY FAIR AND RODEO BOOTH VENDOR/EXHIBITOR APPLICATION AND AGREEMENT

DATE



NAME	OF ORGANIZATION/INDIVID	JAL					
REPRE	ESENTATIVE/CONTACT PER	SON			-		
MAILIN	NG ADDRESS				_		
CITY		STATE	ZIP	PHONE			
EMAIL	ADDRESS						
SALES	S TAX ID NO. (commercial)	TAX	K EXEMPT NO. (non pro	ofit)			
ALL A	PPLICATIONS AND FEES AR	E DUE BY 4pr	n JULY 12 <sup>™</sup> 2024				
TYPE (	OF BOOTH: COMMERCIAL OR POLITIC ElectricityYESNC \$225.00 per 10'x10' indoor b Drawing will be for:	ooth or 10'x2		lays	r taking ord 	ers or display.	
	CONCESSION - <i>must attach a</i> <b>\$50 per day; \$75 per night f</b> Drawing will be for:	or outdoor tic		Electricity \$	YES	NO	
	NON-PROFIT ORGANIZATIO \$150.00 per 10'x10' indoor b Drawing will be for:	ooth or 10'x2	0' outdoor booth for 6 c	days	YES	NO	
	FIRST TIME VENDOR DISCO 10% Discount for first time v (subtract \$25 for commercial v	vendors or ve			ast three Fa	airs.	
	YOUTH GROUP NO CHARGE FOR 10' X 10' s	space for 6 da	iys	Electricity	YES _	NO	
	DAILY SPACE RENTAL \$75.00 per 10'x10' indoor indoor/outdoor locations. Drawing will be for:	booth or 10		space per day.	YES Only avai		

Load-in times will be given upon assignment of booth space. Each vendor will be allowed one (1) hour of time to bring supplies to the designated booth. Set-up and/ or construction of the display may be done throughout the day.

Load-in times will not be rescheduled.

Vendor booth set-up will be Sunday, July 21st from 8am to 4pm, and Monday, July 22nd from 8am to 4pm. All booths shall be completed by 5pm Monday, July 22nd.

Vendor booth tear down will be Sunday, July 28<sup>th</sup> from 8am to 1pm.

## NOTICE REGARDING HEALTH EMERGENCIES:

All vendors are required to comply with any public health orders in effect regarding pandemic precautions (eg, face masks) at the time of the Fair.

Montrose County reserves the right to cancel the Fair or the vendor/exhibition portion thereof, in part or in its entirety, in the event that 1) large gatherings are prohibited by any governing authority; or 2) public health officials require the use of fairground space to mitigate the impact or spread of the pandemic. In the event that the County cancels all or part the Fair under these conditions, vendor fees shall be refunded, on a pro-rated basis.

## POLICY REGARDING VENDOR CANCELLATION:

NON-PROFIT ORGANIZATION: If cancellation is received any time prior to 14 days before the official Fair set up day, a 100% refund will be issued. If cancellation is received less than 14 days prior to the Fair, a 50% refund will be issued.

# **PROFIT BASED BOOTHS: If cancellation is received any time prior to 14 days before the official Fair set up day, a 50% refund will be issued. If cancellation is received 13-7 days prior to the Fair, a 10% refund will be issued. If cancellation is received less than 7 days prior to the Fair, no amount will be refunded.**

### **INSURANCE:**

Each vendor/exhibitor is required to have sufficient proof of general liability insurance, auto insurance coverage and workers compensation if you have employees, in accordance with state law and in the amount sufficient to cover all activities, workers and property and indemnify Montrose County. General liability insurance coverage may be available for purchase in conjunction with the Fair.

# Do you need to purchase general liability coverage for the Fair? Please check: Yes No

#### AGREEMENT:

- Indemnification: The Vendor/Exhibitor shall indemnify and hold harmless Montrose County and its elected and appointed officials, officers, employees, volunteers and agents from and against any and all losses, damages, liabilities, claims, suits, or actions made or asserted for any damages to person or property arising out of or in any way connected with: 1) Vendor/Exhibitor participation in the County Fair, and/or 2) Vendor/Exhibitor use of Montrose County property. The Vendor/Exhibitor's obligation to indemnify pursuant to this paragraph shall survive the termination of this Agreement.
- <u>Access</u>: The Fair and its employees, agents or volunteers, shall have access to any Vendor/ Exhibitor space/premises at all times. Vendors/ Exhibitor are responsible for securing personal items. Montrose County is not responsible for lost or stolen items.
- 3. <u>Electrical:</u> Each vendor/ exhibitor must furnish its own electrical cords. Electricity is provided by the Fair where available. All equipment regardless of power source must comply with all national, state and local safety codes. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge. In the event of disruption in electrical or water service, Montrose County or any of its elected or appointed officials, officers, employees and/or agents shall not be held responsible for any damage, including but not limited to, any food products or equipment. The Fair reserves the right to refuse to connect service to a space that is not safe or wired according to code.

#### ELECTRICAL REQUIREMENTS

- 4. <u>Conduct</u>: The Vendor/Exhibitor shall conduct the operation of the exhibit, display, or concession in a quiet and orderly manner at all times and shall keep the exhibit display area neat, clean and free from rubbish. The ability to return to future Montrose County Fairs or other events will be impacted by the Vendor/ Exhibitor's history with the Montrose County Fair. Each Vendor/Exhibitor is responsible for the proper disposal of all waste products. All garbage must be secured in plastic bags before depositing in the trash containers located outside of the building. There is no excessive noise or music. <u>The 5' space immediately surrounding any concession booth must be kept clean at all times by the user of the concession</u>. Violation of these rules may result in loss of booth space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental will be authorized under such circumstances.
- 5. <u>Licenses and Certificates:</u> All required licenses and certificates must be current and in good standing.

- 6. <u>Taxes:</u> All booths making sales on the grounds are required to have a sales tax license. Applications are available through the Colorado Department of Revenue.
- 7. <u>Food:</u> All food vendors/concessionaire must be approved by the Montrose County Health Department before opening day of the Fair. The Health Department Environmental Services can be reached at (970) 252-5067. Fire extinguishers are required.
- 8. <u>Sale of Products:</u> The Montrose County Fair & Rodeo does not grant exclusive rights to sell any product during fair week.
- Policies and Procedures: The Montrose County Fairgrounds Policies and Procedures, as applicable; the 2015 Montrose County Fair Booth Display Regulations and the Additional Concession Stand Regulations attached hereto are incorporated herein by reference, and made a part of this Agreement.
- 10. <u>Violation of Rules:</u> Failure to comply with these rules and regulations may result in immediate loss of booth space and privileges. Violators may be directed to remove their booth materials and property from the fair and fairgrounds. No refund of booth fees will be made under these circumstances.
- 11. <u>Removal or Eviction from Fair</u> A Vendor/Exhibitor is subject to removal or eviction from their booth and/or the Fair and fairgrounds, at any time and without refund of booth fees, for disorderly conduct, harassment, or disrespect of others, as determined solely by the Fair Board, including inappropriate behavior directed at, but not limited to, Health Department Officials, Fair Officials, Fair Board, Security, fair attendees, or fellow vendors/exhibitors.

I have read and understand this agreement and agree to abide by policies contained herein.

APPROVED

Signed (Authorized Representative)

Fair Board Vendor Committee

for Organization/Individual

Please make checks payable to Montrose County Fair Board.

**RETURN CONTRACT AND CHECKS TO:** 

Montrose County Fair Board 1001 N. 2<sup>nd</sup> Street Montrose, CO 81401

CONTACT:

dsebring@montrosecounty.net Office: 970-964-2180