

COMMERCIAL EXHIBITOR APPLICATION / AGREEMENT

ARAPAHOE COUNTY FAIR

July 21 thru July 25, 2010

www.arapahoecountyfair.com 303-795-4955 Fax: 303-766-0487

Arapahoe County Fair, 25690 East Quincy Avenue, Aurora, CO 80016

DEADLINE: June 15, 2010

BUSINESS/COMPANY:

(Circle one) Sole Proprietor Partnership Corporation Arapahoe County Department

CONTACT PERSON:

CELL PHONE: PHONE: FAX: EMAIL:

MAILING ADDRESS

CITY, STATE, ZIP:

FEDERAL ID# and/or SOCIAL SECURITY #

DETAILED DESCRIPTION OF ITEM(S)/ TO BE SOLD: List on reverse side of application. Include brand names if applicable.

Does anyone in Arapahoe County have financial interest in your business? Yes No If yes, please explain on reverse side of application.

PLEASE NOTE: Final approval of exhibitors will depend on product type, quality and pricing, cleanliness, appearance, public treatment and exhibitor history. Spaces will be assigned on Tuesday, July 20, 2010.

COMMERCIAL Booth Rate Information

Table with 5 columns: Quantity, Size, Includes, Fee, Total. Rows include 10x10 outdoor space, corner booth, insurance, vendor passes, and commercial tent rental.

ALL COMMERCIAL BOOTHS ARE OUTDOORS

SUBMIT ALL OF the following for a complete packet*:

- 1. Complete Commercial Exhibitor Application / Agreement, with signature.
2. Payment in full. Payment is due no later than June 15, 2010. Make checks payable to: Arapahoe County.
3. Proof of insurance.
4. Photo of your booth or exhibit is required with this application.
5. Copy of Sales Tax License AND/OR Food License.

ONLY COMPLETE PACKETS* WILL BE CONSIDERED

I have read and agree to all contractual provisions and agree to follow all the rules and regulations as set forth in the following Commercial Exhibitor Application / Agreement.

Exhibitor Signature

Date Signed

Internal Use

Table with 5 columns: Booth #, Date completed application received, Insurance received, Temporary insurance paid, Amount received / date.

ARAPAHOE COUNTY COMMERCIAL EXHIBITOR APPLICATION / AGREEMENT

A. CONTRACTUAL PROVISIONS **Please save this section for your records**

1. **Each exhibitor (hereinafter referred to as "Vendor") must submit:** A completed, signed Commercial Exhibitor Application/Agreement; a photo of booth or exhibit (photo will not be returned); a complete list of items to be sold, including a price list; a check or money order payable to Arapahoe County, as well as original Certificate of Insurance, and other required licenses and documents by **June 1, 2010**. NO CONTRACTUAL CHANGES WILL BE ALLOWED without the express written approval of Arapahoe County. Arapahoe County reserves the right to deny rental of a commercial booth space. Previous participation in the Fair does not guarantee a vendor priority treatment. The Fair's intent is to maintain a variety of Vendors and of items as much as possible; however; more than one booth with the same type of merchandise may be allowed.
2. **Insurance:** All vendors must purchase and maintain insurance of the kind and in the minimum amounts specified below:
 - A. Notwithstanding any provisions appearing in this Agreement, all personnel assigned by Vendor to perform work while on County property shall be and remain at all times employees of the Vendor. Vendor must carry Worker's Compensation Insurance to cover obligations imposed by applicable laws for itself and any employee engaged in the performance of services at the County Fair. The Vendor shall comply with the requirements of the Worker's Compensation Act of Colorado and shall provide Worker's Compensation Insurance to protect the Vendor from and against any and all Worker's Compensation claims arising from the performance of services under the Agreement.
 - B. Vendor must carry Commercial General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests' provision. Coverage must be on an "occurrence" basis as opposed to a "claims made" basis. This insurance must pay on behalf of the Vendor all sums that the Vendor shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.
 - C. Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars (\$500,000.00) each occurrence with respect to each of Vendor's owned, hired and non-owned vehicles assigned to or used in performance of the work. The policy shall contain a severability of interests' provision. Automobile Liability insurance must cover the Contractor for all sums, which the Contractor shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence. Such coverage must include all automotive equipment used in the performance of the work associated with the Fair, both on and off the work site, and must include non-ownership and hired cars coverage. Coverage must extend to any camper (living space) used in conjunction with the Fair.
 - D. The policies required above shall be primary insurance, and any insurance carried by Arapahoe County, its officers, or its employees shall be excess and not contributory insurance to that provided by Vendor. No additional insured endorsement to the policies required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Vendor shall be solely responsible for any deductible losses under any policy required above.
 - E. The required Commercial General Liability shall be endorsed to include Arapahoe County as Certificate Holder and name Arapahoe County, and its elected officials, officers, employees and agents as additional insured's. The required Worker's Compensation policies shall be endorsed to include Arapahoe County as Certificate Holder. The policies shall provide that Arapahoe County will receive notice no less than 30 days prior to cancellation, termination or a material change to the policies.
 - F. The Vendor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
 - G. Failure on the part of the Vendor to procure or maintain policies providing the required coverage's, conditions and minimum limits shall constitute a material breach of contract upon which Arapahoe County may immediately terminate this Agreement.
 - H. Arapahoe County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
3. **Certificate & Licenses:** Vendor must provide Arapahoe County with proof of insurance (copy of which must be submitted with this application). All other licenses must be current and in good standing.
4. **Assignability or Subcontracting:** Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from Arapahoe County.
5. **Compliance with Laws:** The Vendor shall at all times comply with all applicable federal, state and local laws, ordinances, regulations and resolutions, including, but not limited to, the rules and regulations stated below, and all other rules and regulations applicable to the Fair

6. **Indemnification and Release of Liability:** The Vendor shall indemnify and hold harmless Arapahoe County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, or actions, including costs and attorneys fees, incurred or occasioned as a result of the acts or omissions of the Vendor, or its principals, employees, agents or contractors, arising out of or in any way connected with: 1) Vendor's participation in the County Fair, and/or 2) Vendor's use of Arapahoe County property. Further, Vendor, on behalf of itself and its principals, employees and agents, shall release Arapahoe County and its elected and appointed officials, officers, employees and agents from any and all liability for damages to person or property arising out of or related in any way to Vendor's participation in the County Fair or use of Arapahoe County property. The provisions of this paragraph shall survive the termination of this Agreement.
7. **Changes or Alterations:** There will be no change, alteration, variation or deviation from the terms of this Agreement unless made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present, or future not incorporated herein shall be valid or binding on either party. It is further agreed that all representations regarding this Agreement are contained herein and understood by the parties hereto.

B. RULES AND REGULATIONS

1. **Cancellations:** In the event of cancellation for any reason, monies paid shall be refunded only if the Fair is able to resell the booth space. If the Fair is unable to resell the booth space, then no monies shall be refunded. Cancellations MUST be received no later than thirty (30) days prior to July 22nd 2009, or deposits may be forfeited. Refunds, if any, will be mailed within thirty (30) days after the Fair. Arapahoe County reserves the right to cancel any or all agreements with vendors.
2. **Access:** The Fair and its employees, agents, assigns or volunteers, shall have access to any Vendor space/premises at all times but Vendors are responsible for securing personal items and Arapahoe County is not responsible for lost or stolen items.
3. **Location:** Arapahoe County, reserves the right to locate, re-locate, refuse relocation, or cancel any exhibit/display/concession that is not in the best interest of the Fair or Arapahoe County. Vendors are prohibited from subleasing booth spaces or portions thereof without prior written authorization from Arapahoe County. Two or more businesses, groups, or persons may not exhibit in a single space without prior written approval from Arapahoe County. NO BOOTH ASSIGNMENT will be made until full payment is received.
4. **Electrical & Water:** Each Vendor must furnish its own booth setup and electrical cords. All cords must be of approved type (UL) and grounded. Electric service will be provided by the Fair. In the event of disruption in electrical or water service, Arapahoe 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.
5. **Sales Tax:** Sales Tax – 3.15%: (State of Colorado 2.9% Arapahoe County .25%) All Vendors are responsible for the proper collection and submittal of sales tax to the State of Colorado and Arapahoe County. All Vendors must submit tax identification numbers with application. Vendor is OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.
 - **Special Events Sales Tax Licenses:** The State of Colorado Department of Revenue requires a sale tax license. All product sales at the Fair are subject to Colorado State and Arapahoe County sales taxes. A single event license is \$8 per event. A multiple event license is a two-year license for \$16 and the cost is prorated in 6-month intervals. If you have a standard retail or wholesale license and need to obtain a special events license there will be no additional cost for the special event license.
6. **Conduct:** The Vendor 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 criteria for returning to the Arapahoe County Fair will be impacted by the Vendor's history with Arapahoe County. Each vendor is responsible for the proper disposal of all waste products. All garbage and refuse must be secured in plastic bags before depositing in the trash containers located outside of the building. The 5' space immediately surrounding the concession booth must be kept clean at all times by the user of the concession. 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.
7. **Sound Devices:** Vendors shall obtain permission from Arapahoe County for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that said use will not interfere with any other displays or exhibit. Arapahoe County reserves the right to revoke permission for the use of such sound devices at any time.
8. **Promotional Items:** Promotional items may be distributed only from designated exhibit space. No food, beverage or alcoholic beverages may be given away without prior approval of Arapahoe County and Tri-County Health Department.
9. **Dates & Hours: Schedule and Release** Supplies for concessions must be delivered prior to 10:00 a.m. each day
 - Show Hours/Hours of Operation:** All vendors will be open for business:

Wednesday, July 21	3:00 - 8:30 p.m.
Thursday, July 22	4:00 - 8:30 p.m.
Friday, Saturday, July 23- 24	11:00 a.m. - 9 p.m.
Sunday, July 25	11:00 a.m. - 9 p.m.

Set Up: The Fairgrounds will be open to Concessionaires on Tuesday, July 20 at 8:00 a.m. and will close at 7:00 p.m. All concessionaires must be in place by noon and ready for business by 3:00 p.m. on Wednesday, July 21. If vendor has not moved in and is not completely operational by 3 p.m., Arapahoe County shall have the right to resell the booth space, and all monies paid are forfeited by Vendor. No space will be held, nor a refund of deposit given, unless prior arrangements have been made with Arapahoe County and noted on application.

Teardown: *Safety is critical to us (If you teardown during the Fair, you place our visitors at risk). We expect to be dealing with professionals, so if you do not plan on complying please do not submit an application. Early teardown may result in denial of future acceptance.* Teardown begins Sunday, July 25 at 9:00 p.m. and lasts until Monday, July 26 at 8:00 p.m. All exhibits must remain totally intact and operational until 9:00 p.m. Sunday, July 25.

- Exhibits must be removed prior to 8:00 p.m. Monday, July 26, unless cleared by Fair management. Any articles left on the Fairgrounds after this time and date, may be disposed of by the Arapahoe County Fair, and in any manner deemed in the best interest of the Fair.
- When leaving the fairgrounds, all refuse/debris must be cleaned from your booth area and deposited in appropriate receptacles.
- No vehicles will be permitted on the fairgrounds for load-out until 9:00 p.m. Sunday, July 25 , or until Fair Officials deem it safe. Limited security is available; therefore vendors must secure their own booths.

10. **Parking Permits, Admission Passes & Camping:** Each vendor shall receive one (1) vehicle pass with the booth number and business name on it to permit parking in the vendor parking area. Additional vehicle passes will be at a \$25.00 charge each. Supplies for concessions must be delivered prior to 10:00 a.m. each day. ALL VEHICLES MUST BE PARKED IN THE DESIGNATED VENDOR PARKING LOT BY 10 A.M. ALL DAYS THE FAIR IS IN PROGRESS. ANY VEHICLE NOT REMOVED BY THE DESIGNATED TIME IS SUBJECT TO TOWING TO THE GENERAL PARKING LOT AT THE OWNERS EXPENSE. VIOLATION OF DELIVERY TIMES AND/OR FAILURE TO REMOVE VEHICLES FROM THE GROUNDS BY DESIGNATED TIMES MAY RESULT IN SUSPENSION OF PASS. Any authorized vehicle must carry a vehicle pass in plain sight at all times when on the fairgrounds.

Concession Contractors receive a specified number of passes for each booth. (See Vendor Handbook) All others, helpers, etc. must furnish their own gate admission. The gatekeepers will not be responsible for holding your passes. Permits will NOT be replaced if lost or stolen.

Dry Camping – no charge to verified vendors. Please inquire at the fair office if you wish camping information. No campers (living quarters) will be allowed in the commercial booth spaces without prior approval from Arapahoe County.

11. **Violation of Rules:** Failure to comply with these rules and regulations may result in immediate loss of booth space and privileges and violators may be expelled. Removal or cause of Eviction – An exhibitor is subject to eviction from their booth or the Fair, at any time and without refund of booth fees, for misconduct, harassment or disrespect of the Health Department officials, Fair Officials, Security, attendees or fellow exhibitors.

12. **Right to Refusal:** In order to maintain product balance, and as a means of encouraging new products, it sometimes becomes necessary to deny space requests when too many vendors wish to exhibit or sell the same or related products. Applicants may also be denied due to specific location and/or physical requirements, space availability or late application receipt.

- Acceptance of any application does not imply endorsement by the Arapahoe County Fair of the Exhibitor's products or services.

13. **Electrician:** The Arapahoe County Fair's electrician reserves the right to disconnect service to any exhibit space not safe or wired according to code.

- The Fair's electrician will make all service connections. Under no circumstances, shall anyone other than the County Fair's electrician make electrical connections.
- The Fair's electrician will be available during business hours to adjust any difficulties with the power systems, but shall not repair or adjust any appliances or equipment.
- Installation of any new electrical services, or special wiring or line extensions to a structure must be done by a licensed electrician, and shall be at the Exhibitor's sole cost and expense.

14. **Water:** Most exhibit areas do not have ready access to water. Exhibitors requiring occasional use of water must provide their own hoses, buckets, etc. and shall not allow water to overflow, leak, or drain on the ground or floor. The Fair reserves the right to disconnect defective or damaged hoses.

15. **Sewer:** No sewer facilities are available in any commercial exhibit area. Use of sinks, toilets, and other facilities not fully self-contained are strictly prohibited.

16. **L.P. Gas:** The Fair will not provide L.P.G. or any other flammable liquids. All L.P.G. installations must comply with all fire codes and standards.

17. **Motorized Vehicles:** NO VEHICLES are allowed to travel on the fairgrounds at any time during Fair Hours. During set-up, take down, and re-supply times in the morning, anyone driving any type of motorized vehicle onto the fairgrounds must drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 mph at all times. Should an accident happen that could be attributed to the vendor's employees or their operation, that vendor will be held liable. The use of any self or motor powered vehicle such as ATVs (4-wheelers), bicycles, scooters, skateboards, roller blades or other skates is NOT ALLOWED. Exceptions are made for the mobility impaired, carnival owners and their authorized agents, regulatory agents, approved event staff and police & emergency personnel.
- 18 **Freight:** THERE IS NO AVAILABLE ROOM ON THE GROUNDS FOR VENDOR STORAGE
- No COD packages will be accepted by the Fair
 - Packages not picked up by the end of the Fair will be returned.
 - The Fair will not assume responsibility or liability for shipments.
 - Please arrange for any storage needs through local shipping companies.
19. **Booth Appearance:** The Exhibitor is responsible for the appearance, maintenance, and attractive condition of the exhibit space. You have only a few seconds to attract customers as they pass your booth. Be creative in preparing your exhibit.
- Weather- Exhibitors located outdoors should make provisions to protect their display from sun, wind, and inclement weather. It is suggested that you build your exhibit space up on raised floors, to avoid water damage should it rain. ***There is a good possibility of severe wind and weather during the Fair.***
 - Tents should be made with a durable, fire resistant material. NO TARPS WILL BE ALLOWED.
 - The sidewalks around your area must be kept open. No products can be displayed on the sidewalk. Please remember the sidewalk is not part of the area you paid for.
 - Booth Height- No outside space should exceed 15 feet in height unless approved by Fair Management.
 - The design of the exhibit space should be unique and relate to the product exhibited. Showcases should be in good repair, and adequately lighted to highlight the product shown or exhibited. The Exhibitor of the space shall provide all furnishings and equipment for the interior of the space. Lighting to highlight the overall exhibit is recommended. Exhibit construction shall be professional in appearance, and in good repair.
 - Exhibit Staff should be neat, clean, and attentive to customers.
 - All tables must be skirted or covered to the ground to adequately screen the underneath, and rear storage from public view.
 - If an item is not related to your space's theme or products and does not enhance the appearance of your space or is not for sale- it does not belong in the view of the public. Cardboard boxes, storage containers, novels, and miscellaneous sundries should become part of the "backstage" area, and not part of your space decoration. Cardboard boxes will not be allowed as display platforms for merchandise.
 - The Exhibitor will maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. The Exhibitor thereof, shall keep the premises and every part in a clean and wholesome condition- free of any objectionable noises, odors, or nuisances.
 - Each Exhibitor is responsible for cleaning his/her own exhibit area at the end of the day. Exhibitors are requested to place all trash in the trash receptacles. Clean-up personnel will not enter the booth areas.
 - All signage shall conform to criteria set by the Fair. NO HANDMADE (LETTERED, WRITTEN, OR DRAWN) PAPER SIGNS ARE PERMITTED. All signage must be professional and proportioned to the booth size. No signs outside the grounds are permitted. Signage/banners cannot impede the view of other Exhibitors.
20. **Security:**
- The Arapahoe County Fair will make every effort to provide adequate building and grounds security during the Fair. Roving grounds personnel provide night security. The Arapahoe County Fair, however, cannot be held responsible for any loss or damage or for injury by or for any cause.
 - Exhibitors must make provisions for the safe guarding of their displays and are urged to insure themselves against property loss or damage, and against the liability for personal injury. Exhibitors need to secure their own property.
21. **Smoking:** By order of the State Fire Marshall, smoking is prohibited at all times on Arapahoe County facilities.
22. **Lost and Found:** At the Information and Volunteer Check-In box office at the main entrance on the north side of the building.
23. **Products/Practices Not Allowed**
- Laser lights, silly string, shocking devices, and drug paraphernalia are not allowed on the fairgrounds.
 - No Fireworks, exploding devises.
 - No weapons of any kind are allowed on the fairgrounds at any time.
 - No alcohol may be brought onto the fairgrounds.
 - Due to security risk, the sale of the following items is not allowed: swords, hunting knives, pocket knives, firearms or items resembling firearms, noisemakers, and smoke bombs.
 - No tobacco products can be sold or distributed on the fairgrounds.
 - Merchandise referring to alcohol abuse, drug use, violence or that is sexually explicit or suggestive in nature.
 - Policy prohibits Arapahoe County Fair staff from receiving free food, beverages, or gifts. Please do not embarrass the staff by offering gifts or goods at no charge.