

2011 Larimer County Fair Commercial Exhibit Space Agreement/Application

The undersigned, referred to as “We” or “Exhibitor” submit our application for the reservation of display space with Larimer County for the event known as The Larimer County Fair & Rodeo, subject to the conditions and regulations detailed below. We agree to adhere to all exhibitor rules and regulations INCLUDING COMPLYING WITH THE PROVISIONS OF LIABILITY. Failure to comply with any part of this agreement will result in immediate closure of exhibitor’s display and forfeiture of any and all monies paid. **The full amount due for the space exhibitor requests to reserve, made payable to Larimer County Fair & Rodeo, must accompany this contract.**

Company Name: _____

Individual’s Name: _____

Street Address: _____

City, State, Zip _____

Phone #'s: _____ Home _____ Work _____ Cell _____

Fax #: _____ Email: _____

Federal ID #: _____ Colorado State Sales Tax #: _____

(Please include a copy of Special Event License – if applicable)

BOOTH LOCATIONS AND RATES: Larimer County Fair & Rodeo will attempt to assign spaces in order of registration, giving sponsors and early registered vendors preferential locations. Final decisions regarding space assignments are at the sole discretion of Larimer County Fair & Rodeo. The length of time an exhibitor booth must remain at the assigned booth is during all public hours and **All Days**, Friday, August 5 through Tuesday, August 9. The booths located directly in the Indoor Arena are subject to approval by management and must be livestock related and therefore reserved for vendors with agricultural interest or product qualities. (See below for rates and map is attached to view example locations)

Location	Includes	Size	Options	Fee	Total Booth Fees
Inside First National Bank North Hall	Not a corner booth 110 volt electricity, pipe & drape, one table, and two chairs	10’ X 10’	All Days August 5-9	\$325.00 Per 10’ X 10’	# of Booths _____ X \$325.00 = \$ _____
Inside First National Bank North Hall	A corner booth 110 volt electricity, pipe & drape, one table, and two chairs	10’ X 10’	All Days August 5-9	\$425.00 Per 10’ X 10’	#of Booths _____ X \$425.00= \$ _____
Outside The Ranch Courtyard	Without Electricity With Electricity, 110 v or 20 amp, 30 amp and 50 amp Upon request in advance only see below fee, must bring own extension cords up to 100 ft.	10’ X 10’	All Days August 5-9	\$325.00 Per 10’ X 10’ \$350 Per 10’X10’	# of Booths _____ X\$325.00= \$ _____ #of Booths _____ X\$350.00= \$ _____
Outside Prime Locations next to Main Attractions	Includes Electricity for 110v or 20 amp, 30 amp and 50 amp Upon request in advance only. Must bring own extension cords up to 100 ft.	10’X10’	All Days August 5-9	\$500.00 Per 10’X10’	# of Booths _____ X\$500.00= \$ _____

Additional Needs Fees

30/50 amp electricity = \$75.00 per booth space

of Booths _____ X \$75.00 = \$ _____

Non-Profit Discounts Now Offered: \$50 off, must submit Non-Profit Certificate at time of application, Non-Profit Organization Headquarters must reside in Larimer County.

BOOTH FEES/PAYMENTS

Please make checks payable to **Larimer County Fair & Rodeo** (there will be a \$25 service fee for returned checks). You may pay by Visa or MasterCard. Call 970-619-4007 to give card information for your payment.

Booth Fees \$ _____
Additional Needs Fees \$ _____
Discounts -\$ _____

TOTAL FEES DUE \$ _____

The following item or items will be displayed and/or sold in the Exhibitor's Space(s): Please include a photo or describe in detail the type of display, presentation and items to be sold. **ONLY ITEMS LISTED FOR SALE ON THIS APPLICATION WILL BE ALLOWED, PLEASE BE VERY SPECIFIC. NO SALE OF FOOD OR BEVERAGES ALLOWED (INCLUDES WATER).**

If for any reason the event is not held, Exhibitor's fees will be refunded in their entirety, except for any cost already incurred on behalf of the Exhibitor. The event will not be cancelled because of weather; therefore, no refunds will be given as a result. Exhibitors are responsible for protecting themselves and/or property against the weather.

This agreement made and effective this _____ day of _____, 2011, by and between the Board of Commissioners of Larimer County, Colorado, by and through the Larimer County Fair Manager ("County") and _____ ("Contractor")

WITNESS THAT: The contractor shall fully defend, indemnify and release the County, its officers and agents from any and all liability or loss that may arise, in any manner, as a result of this agreement or from the hereunder of the Contractor(s), its employees, agents, subcontractors, or invitees. This agreement constitutes the entire agreement between Exhibitor and The Larimer County Fair & Rodeo in respect to the subject matter of this agreement and supersedes all prior agreements.

By: _____
Signature of Authorized Agent

****The fee, all insurance certificates and completed application must be returned no later than July 15, 2011.****

For further information contact:

Liz Jack (970)-619-4007 or LJack@Larimer.org

*****PLEASE VISIT LARIMERCOUNTYFAIR.ORG FOR A SCHEDULE OF FAIR EVENTS*****

Please return application and Payment to:

Larimer County Fair & Rodeo
Attn: Liz Jack
5290 Arena Circle, Suite
Loveland, Colorado 80538
Email: LJack@Larimer.org

FOR OFFICE USE ONLY:

Date Received _____ Space Assignment _____
Amount Paid _____ Confirmation Sent _____
Check #/Visa/Cash _____

2011 Commercial Exhibit Information

Larimer County Fair & Rodeo

Your completed application form, with your signature, will confirm to us that you have read and understood all rules and regulations concerning commercial vendors at the 2011 Larimer County Fair & Rodeo.

Reservations

Those that participated last year (2010) have the first opportunity to return this year. New applicants will be placed on a waiting list and considered in the order in which they are received. Exhibitors will not have exclusivity, other competing exhibitor's products or services may be allowed at the discretion of the Larimer County Fair & Rodeo.

Acceptance This application becomes a contract when accepted by Larimer County Fair & Rodeo. You will receive a confirmation letter along with any additional instructions that may be necessary. **Please be sure to provide your email address above.**

Insurance/Risk of Loss

Exhibitor warrants and represents to The Larimer County Fair & Rodeo that it is insured and at all times of this event and will be insured by a licensed insurance company authorized to do business in the State of Colorado for liability in a minimum amount of \$1,000,000 per occurrence and that such insurance will be in full force and effect at all times of the event. Exhibitor agrees and acknowledges that all risk of loss relating to any of Exhibitor's equipment, displays or merchandise shall be borne by Exhibitor and not by The Larimer County Fair & Rodeo, regardless of whether the loss is caused by weather, fire, theft or other causes. Certificates of insurance must be sent to this office with application and fee. **There will be no exceptions.**

Set-up and Take down for Indoor Exhibition Hall and Outdoor Vendors Only

You may start setting up on Thursday, August 4 from 4:00 p.m. to 7:00 p.m. or Friday, August 5 from 8:00 a.m. to 3:00 p.m. All booths are to be set-up no later than 3:00 p.m., Friday August 5. No fastening devices (i.e. stakes, etc.) are permitted to penetrate asphalt or irrigated areas. Outdoor vendors must supply their own tables, chairs, sand bags, or other hold down devices. Accessibility to indoor booths will be hereafter one hour prior to opening to the public during the fair. Indoor booth take down will not be permitted until after 9:00 p.m., Tuesday, August 9. Violators to this rule will not be permitted to return the following year. Outdoor booths may use their discretion on closing past 10pm as the carnival is scheduled to shut down at midnight each night during the Fair. Outdoor vendors will need to take down their booth by NOON on Wednesday, August 10.

Hours of Operation

Dates	Indoor Exhibition Hall	Outdoor *
Friday, August 5	4:00 p.m. to 10:00 p.m.	4:00 p.m. to 10:00 p.m.
Saturday, August 6	10:00 a.m. to 10:00 p.m.	10:00a.m. to 10:00p.m.
Sunday, August 7	10:00 a.m. to 9:00 p.m.	10:00 a.m. to 9:00 p.m.
Monday, August 8	4:00p.m. to 9:00 p.m.	4:00 p.m. to 9:00 p.m.
Tuesday, August 9	4:00 p.m. to 9:00 p.m.	4:00 p.m. to 9:00 p.m.

***Due to later Carnival hours, outdoor booths can stay open past 10:00 p.m. at the discretion of the vendor.**

Operation

Exhibitors must keep their exhibit open and staffed at all times during the event hours. The Larimer County Fair & Rodeo reserves the right to restrict exhibit to a maximum noise level, and to suitable methods of operation and display of materials. Exhibitors will not be allowed to "vend" from racks and/or tables that are not located completely within the rented space. If for any reason an exhibit or its contents is deemed objectionable, the exhibit will be subject to removal. This reservation includes, but is not limited to, persons, things, conduct, printed matter or any item of poor character that The Larimer County Fair & Rodeo, in its sole discretion, considers objectionable. In the event such an eviction or restriction occurs, all monies paid by Exhibitor shall be forfeited. Each exhibit must remain within the confines of its space(s). Attendants, models, and other employees must confine their activities to the space(s) occupied by the Exhibitor. Approved handouts, including literature and souvenir items, and any and all promotional materials, can be distributed only from the Exhibitor's space. Literature and /or other promotional materials cannot be handed, out, left for display, or otherwise distributed in any other area at any time without prior written permission from The Larimer County Fair & Rodeo. No solicitation of any sort shall be conducted outside of Exhibitor's space.

Security

Security will be provided 24 hours each day of the Fair and every effort will be made to keep the grounds secure and your equipment safe. Larimer County Fair and its management are not responsible for any theft, damage, etc. that may occur during the Larimer County Fair & Rodeo.

Electricity

Electrical outlets at the Larimer County Fairgrounds are extremely limited. Plan to be as self-sufficient as possible. If you must have electricity, plan to bring your own extension cords with you as these are not supplied by the fairgrounds. PLEASE be very specific when stating your electrical needs on the application form. For Outdoor booths, there is a surcharge for electricity of \$50.

Parking

All vehicles should be parked outside of the fenced area.

Lodging

There are NO campsites available.

Restricted Merchandise

Vendors may NOT sell fireworks or other potentially dangerous or offensive merchandise. This includes "cap snappers." No space, either indoor or outdoor will be rented to serve food other than packaged nuts, candies, etc., without completing a Food Booth Application. (Call for more information, 970-619-4057)

Cancellation

All cancellations must be in writing and one subject to all of the terms and conditions of this Agreement. No refunds will be issued in the event of your cancellation after July 17, 2011.

Sales Tax

ALL VENDORS selling retail at the Fair are required to have a Colorado State Sales Tax License or a Special Event Sales Tax number as assigned by the Colo. Dept. of Revenue.

EXHIBITOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF ALL APPLICABLE COLORADO SALES AND USE TAX AND ITS SUBSEQUENT REPORTING AND DISBURSEMENT TO THE COLORADO DEPARTMENT OF REVENUE. EXHIBITOR SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PERMIT AND LICENSE FEES.

See the attached Sales Tax Information.

Fire, Safety & Health Regulation

Exhibitor agrees to comply with local, city and state laws, ordinances and regulations covering fire, safety, health and all other matters. All exhibit equipment and materials will be reasonably located within the space and protected by safety guards when appropriate.

No Subletting or Assignment

No subletting, assignment or subdividing of space by any Exhibitor shall be permitted without the prior written permission of The Larimer County Fair & Rodeo. NO EXCEPTIONS.

Liability

Neither The Larimer County Fair & Rodeo, The Ranch, Larimer County Fairgrounds, Larimer County nor any sponsor associated with the event, their officers, directors, agents and employees ("Releasees") are responsible for any injury, loss or damage from or to any Exhibitor, its staff or property. Exhibitor, upon execution of this contract, expressly releases the Releasees from any and all claims for loss, damage or injury and agrees to indemnify Releasees against such claims. To prevent lost or stolen articles, all items must be securely fastened to display boards or locked up when space is unattended. Limited overnight security will be provided at all times. The Larimer County Fair & Rodeo shall not be held responsible for the Exhibitor's merchandise. All exhibitors are responsible for proper protection of their merchandise. Any and all restrictions enforced or imposed by The Larimer County Fair & Rodeo must be observed by Exhibitor.

No responsibility is assumed by The Larimer County Fair & Rodeo for goods delivered to The Ranch, or for materials left in the exhibit space. Exhibitors wishing to insure their display materials or components thereof, including merchandise, must do so at their own expense.

The parties expressly acknowledge and agree that no employer employee relationship exists between Exhibitor and The Larimer County Fair & Rodeo and that Exhibitor is acting as an independent contractor at all times material hereto.

Exhibitor shall, at its own expense, procure and maintain in effect during the event, commencing with the time Exhibitor enters the Ranch space area to set up operations, and ending with the time the Exhibitor dismantles and removes all material from the Ranch space(s), General Liability insurance including Products Liability, \$1,000,000 per occurrence, Auto Liability Insurance \$1,000,000 per occurrence and Statutory Workmen's Compensation insurance coverage. *Exhibitor must name The Larimer County Fair & Rodeo, The Ranch, Larimer County and their directors, officer, employees and agents, as additional insured.*

The Larimer County Fair & Rodeos' liability is limited to items expressly assumed herein. In no event shall The Larimer County Fair & Rodeos' liability exceed the amount of rental agreed hereunder. UNDER NO CIRCUMSTANCES SHALL THE LARIMER COUNTY FAIR & RODEO BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OR EXPENSES. THE LARIMER COUNTY FAIR & RODEO SHALL NOT BE SUBJECT TO ANY LIABILITY OR OBLIGATION NOT EXPRESSLY ASSUMED HEREIN, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT OR OTHER THEORIES OF LAW, AND EXHIBITOR WARRANTS AND AGREES TO INDEMNIFY THE LARIMER COUNTY FAIR & RODEO FROM SUCH LIABILITY AND SUCH INDEMNITY SHALL INCLUDE INDEMNIFICATION FROM CLAIMS BY EXHIBITORS' EMPLOYEES OR AGENTS.

If for any reason the event is not held, Exhibitor's deposit and fees will be refunded in their entirety, except for any cost already incurred on behalf of the Exhibitor. The event will not be cancelled because of weather; therefore, no refunds will be given as a result. Exhibitors are responsible for protecting themselves and/or their property against the weather.

Construction, Venue, Severability

This contract shall be governed by and construed in all respects by the laws of the State of Colorado. The parties hereto agree that the only proper venue for any cause of action arising hereunder shall be in the state courts of the State of Colorado and Exhibitor hereby consents to the jurisdiction of such courts. In the event that any provision of this contract is declared void or unenforceable by any competent legislative or judicial authority, said declaration shall not affect the enforceability of any other provision, it being the intent of the parties that this contract shall be severable and applied as if such void or unenforceable provision had not been included herein.