



Delta County Fair Vendor Contract

113th Annual Delta County Fair | August 5th-12th, 2018

As a Vendor at the Delta County Fair, you agree to abide by the following rules/regulations during the duration to the Delta County Fair & Rodeo in Hotchkiss, Colorado.

1. **All vendors should have their applications submitted by July 27th.** Applications received after will be assessed a \$20 late application fee. Returning vendors who wish to have the same spot as last year must submit a completed application and pay all vendor fees by May 1, 2018.
2. **The number of food/drink vendors will be limited to nine (9).** Food/drink vendors must be inspected and approved by the Delta County Health Department. Food/drink vendors must upload a copy of their menu at the time of application. Applications without a copy of the menu will not be accepted until a menu is received. Once an application is accepted, any changes to the menu must be sent to the Vendor Coordinator by July 15th.
3. The Vendor Committee will endeavor to put returning vendors in the same spot as previous years if so desired by the Vendor. **There is no guarantee that returning vendors will have the same spot.** Delta County Fair and Rodeo will make every effort to accommodate requests. No spot will be confirmed until a completed application, signed contract and all vendor fees are received.
4. Vendors will follow all rules and regulations of the Delta County Fair Board during the Fair.
5. **Food and Activity Booth Vendors must furnish proof of a \$1,000,000 (One-Million) dollar liability insurance policy naming the Delta County Fair Association and the Delta County Board of County Commissioners as the additional insured by July 27th.**
6. **All booths conducting the sale of items are required to have a Special Events Sales License through the Colorado Department of Revenue and a copy of such license must be uploaded and submitted with your online application or emailed to the vendor superintendent by July 27th.**
7. The following timetable and policy will apply to the refunding of vendor fees to vendors unable to make the Delta County Fair:
 - a. If notice of cancellation is received between March 15th and July 15th, the vendor is eligible for a 100% refund of all fees paid.
 - b. July 15th–August 1st - Vendor will receive their fees minus a 20% service fee.
 - c. Cancellation after August 1st – No refunds will be provided.
8. **All Vendors with the exception of non-profit/school information booths must have their booths set up by 5:00 pm on Monday, August 6th.** Booths must be set up so they are fully enclosed and can be secured during evening hours and staked to the ground with each leg of the canopy having a minimum of 25 lb weight. If stakes are outside in the walkway, flagging must be attached to any rope/cable and the stake covered to protect fair attendees.
9. **Vendors agree to fully set up their space and complete stocking of supplies by 10:00 am and be open for business by 11:00 am. Food vendors serving full meals and drinks agree to remain open until 10:00 pm Tuesday through Saturday.** Non-food vendors and food vendors with only snacks (not full meal menu) may close down at 9:00 pm or 1-hour after the start of the main event, which ever is later. At least two vendors must be open on Monday night for the Team Roping Saddle Shoot-Out. Please mark on your application days you will be open.

10. Booth space along the sidewalk leading into the grandstands will be reserved for sponsors of the Delta County Fair only. If Sponsors have not filled these spaces, the Vendor Superintendent designate vendors to fill these spaces.
11. The fenced area under the grandstands and the enclosed area on the north end of the small animal barn (old beef barn) will be offered to Fair Sponsors first and if no sponsors wish to have booth space in the fenced area, it will be offered to general sales booth vendors.
12. The Delta County Fair Board will assign vendor booth space in the order applications are received.
The Fair Board and Vendor Committee will have final say of where a vendor will be located.
 - a. Vendors cannot set up in a non-assigned area or demand a specific location upon arrival. Food vendors are assigned to a specific area and layout due to power and water access and will not be moved once assigned. Vendors who set up in a non-assigned space and refuse to move will be asked to leave the grounds and will forfeit all vendor fees paid.
 - b. Vendors unhappy with their assigned spot may voice their objection to the Vendor Committee. The Vendor Committee will take the request under advisement and determine whether an adjustment is needed or if the vendor will remain in the assigned space. The decision of the Vendor Committee and Fair Board is final.
13. All vendors must remain within their designated area and will not encroach upon or move another vendor's equipment/supplies without permission of the other vendor and/or the vendor superintendent(s) and must show respect for all other vendors. Vendors soliciting outside their area or generating excessive noise will be told to leave without a refund.
14. The tampering with other vendor booths after hours, causing disruption or being disorderly in the camping area or on the grounds after hours including but not limited to: messing with vehicles and/or equipment, harassing livestock housed on the grounds or opening gates on livestock pens intentionally will not be tolerated.
 - a. If a Fair Board Member receives a complaint of such action by a vendor or their employee(s), the Fair Board President or a member of the Vendor Committee will give the vendor a warning. If a second violation occurs, the vendor will be told to leave and law enforcement may be contacted depending on behavior.
 - b. Any vendor or their employee(s) whose actions results in law enforcement investigation during the fair will be asked to leave the grounds as soon as possible and will result in that vendor being prohibited from returning to the Fair as a Vendor.
15. There will be no vehicles parked next to vendor booths (not including equipment/ATV/auto dealership booths) unless agreed to in advance by the Vendor Superintendent(s) for ADA accessibility or other special circumstances. All vehicles, utility vehicles/golf carts, etc must be removed from the vendor area by 10:00 am and may not be used in the area except to refill emergency supplies between 11:00 am and 10:00 pm.
16. If using extension cords for power and running hoses to water, and such cords or hoses cross a walkway, **vendor is responsible for bringing and utilizing cord protectors** to cover the entire length of any cords/hose(s) crossing the walkway to eliminate a tripping hazard for the public and for ADA compliance. If a county employee or Fair Board Member determines a cord is a safety hazard, the vendor must remedy the hazard at their expense or be shut down until the hazard is corrected.
17. Vendors must keep trash, spare equipment and supplies out of walk ways and roadways at the Delta County Fair. Vendors must break down all boxes before putting them in the trash and must properly dispose of all grease/used oil in the provided grease disposal can. Dirty wastewater must be disposed of properly cannot be dumped in walkways or on the ground. If you have questions where to dispose of waste contact the Fairground Manager Les Linman.

18. The Delta County Fair Association is responsible for providing booth space only and access to power if associated fees were paid but makes no other promises or guarantees. The Delta County Fair Association and Delta County Government is not liable for any products in your booth, enclosure, trailer or any carnival/fun ride that may cause damage or injury to spectators or your staff. Delta County is not liable for theft or damage to your property. It is the responsibility of the vendor to ensure all displays, equipment and supplies are properly secured.
19. In the event of an electrical outage, the Delta County Fair is not liable or responsible for any damages caused or income lost from such inconvenience. Food vendors requiring electricity for services may consider bringing a quiet, low emissions generator to provide back-up power for their booth.
20. Vendor parking for vehicles and trailers is available on the east end of Heritage Hall in the designated lot for Vendors. Vendors are expected to utilize this parking not park vehicles in the main parking lot or by their booth. Vendors requiring camping accommodations will be provided with access wristbands and placards for their vehicles to access the designated camping area(s).
21. Internet access will be provided to Vendors requiring access for credit/debit card sales. Vendors who receive access to WiFi agree not to share the username/password with other vendors or the public. Vendors found sharing access without permission of the Fair Board or using it for inappropriate purposes will have their WiFi access revoked and may be referred to law enforcement.
22. Law enforcement may be consulted to enforce regulations at our request or to remove individuals from the fairgrounds when deemed appropriate. Violating the guidelines as contained herein will be grounds for revocation of your contract for the remainder of the Delta County Fair and you will be told to leave the grounds.
23. All vendors and their employees will be required to sign a Delta County Immunity Waiver. Delta County and the Delta County Fair Board are not liable for any injuries sustained by the employees or volunteers of a vendor.

I agree to the Terms & Conditions of the Vendor Contract as outlined above and agree to follow the rules as specified above.

Business Name

Date

Printed Name of Representative

Signature

Delta County Fair Vendor Superintendent

Signature

DELTA COUNTY FAIR STAFF USE ONLY:

Date Application Received: _____ **Payment \$:** _____ Paid in Full **Date signed form sent back:** _____

Booth Location: _____

Electricity: None 110V 220V **Food Menu Received ?** Yes N/A **Sales license copy received:** Yes N/A