

Event Dates: August 10 – 12, 2018

Event Office: 303.271.6614 Email: info@celebratejeffco.com

Website: www.CelebrateJeffco.com

Thank you for your interest in becoming a Vendor for the 2018 Jeffco Fair & Festival. Please review these instructions carefully. If you have any questions regarding the application, please email us at <u>info@celebratejeffco.com</u>.

VENDOR DESCRIPTION FOR THE EVENT

We are seeking Vendors, Food & Beverage and Experiences that are creative, interactive, educational and/or entertaining. Our Event attendees experience should be exceptional and immersive. Preference will be given to applicants with the most creative, interactive, educational and entertaining concepts and proposals.

INSTRUCTIONS FOR COMPLETING APPLICATION

- 1. Print and read the 2018 Vendor Rules and Regulations that can be found on our website at <u>www.celebratejeffco.com</u> and below in this document.
- 2. A Vendor application is neither an offer nor guarantee of space.
- All applications are subject to discretion of the Jeffco Fair & Festival Steering Committee and sub-committees. We will screen and assign applications on a first-come, first-served basis with consideration to the character and size of the proposed exhibit, Event needs, Vendor's preference and location of other Vendors.
- 4. Applicants with the most creative, interactive, educational and entertaining concepts and proposals will receive priority.
- 5. All questions must be answered completely. Be sure the information you give is accurate, as it will be the sole representation of your organization for the selection process.
- 6. Please attach a list of proposed items for sale. The proposed sale items you are requesting to sell/display/promote/give away must be specific, do not indicate "etc. or accessories". If a Vendor Reservation Agreement is issued, it will be assigned on the basis of this list only, so please be thorough. The Jeffco Fair & Festival reserves the right to select the items a Vendor is allowed to sell. Only approved items are allowed to be sold/displayed/promoted/gave away.
- 7. If a Vendor Reservation Agreement is issued, the location of your Vendor space will be determined by the Event team; locations are subject to change year to year.
- 8. Please submit recent photos of your booth display. These photos should be the same, or as close to, the exact display that you plan on bringing to the Jeffco Fair & Festival. Please ensure that these photos highlight your booth as the selection process is very competitive and overall Vendor display is a main consideration in acceptance. At least one of the photos must show the entire booth display, so all parts are visible. Artist renderings, drawings or mock-ups will be rejected. Applications submitted without photos will not be considered and rejected.

*Incomplete applications will not be considered or returned.

TABLE OF CONTENTS

IMPORTANT DATES	3
EVENT LOAD-IN DATES AND TIMES	3
EVENT OPERATING DATES AND TIMES	3
2018 VENDOR TYPES AND RATES	4
VENDOR RULES AND REGULATIONS	
AGREEMENT	5
ALCOHOL	
ALTERATIONS TO FAIRGROUNDS PROPERTY	
AMERICANS WITH DISABILITIES ACT (ADA)	
CAMPING	
CANCELLATION AND WEATHER	6
CLEANLINESS & TRASH DISPOSAL	6
COLORADO GOVERNMENTAL IMMUNITY ACT AND THE OWNERS OF RECREATIONAL AREAS LIABILITY ACT	
CREDENTIALS	7
Individual Participant Credentials	7
Credentials Pick-up Process	
DESIGN AND PRESENTATION	
ELECTRICAL NEEDS	8
EMERGENCY PLAN	8
EVENT LOGO USE	8
EVENT HOURS	8
EVENT RULES AND CODE OF CONDUCT	9
EXCLUSIVE AND OFFICIAL SPONSORS	9
FIRE PREVENTION STANDARDS	9
FOOD AND BEVERAGE VENDORS	10
HAZARDOUS WASTE	10
INSURANCE REQUIREMENTS	11
LOST OR STOLEN ARTICLES	11
MAIL AND COMMUNICATIONS	11
MEDIA AND PUBLIC COMMUNICATIONS	
PARKING	11
PATENTS AND INTELLECTUAL PROPERTY	
PHOTOS	11
POLITICAL CANDIDATES AND THEIR REPRESENTATIVES	12
PROHIBITED ITEMS AND ACTIONS	12
PROMOTION AND SALE OF MERCHANDISE	12
RELOCATING VENDORS	12
SECURITY	12
SET-UP	12
SMOKING	13
SOUND	13
SPECIAL ACTIVITIES	13
TAXES AND LICENSES	13
TENTS	14
VENDOR CONDUCT	14
WI-FI AND INTERNET	
SELECTION PROCESS	15

IMPORTANT DATES

Deadline for Vendor Applications	June 8, 2018
Deadline for Insurance Certificates, Vendor Fees & Vendor Agreements	July 9, 2018
Deadline for Coke Product Orders (Food and beverage Vendors only)	July 9, 2018
Credential Pick-up Begins	July 23, 2018
Event Dates	August 10 – 12, 2018
Vendor Load-out Dates	August 12 – 13, 2018

EVENT LOAD-IN DATES AND TIMES

Thursday, August 9, 2018	8 a.m. – 6 p.m.
Friday, August 10, 2018	7 a.m. – 9:30 a.m.
Saturday, August 11, 2018	7 a.m. – 9:30 a.m.
Sunday, August 12, 2018	7 a.m. – 9:30 a.m.

EVENT OPERATING DATES AND TIMES

Friday, August 10, 2018	12 p.m. – 10 p.m. (9:30 a.m. load-in stops)
Saturday, August 11, 2018	10 a.m. – 10 p.m. (9:30 a.m. load-in stops)
Sunday, August 12, 2018	10 a.m. – 6 p.m. (9:30 a.m. load-in stops)

2018 VENDOR TYPES AND RATES

VENDOR TYPE	VENDOR FEE
Food Vendors (sale of food and beverages)	\$500
 pricing with application for consideration. You will be contacted if menu items a Prices must be displayed during event hours for attendees to view easily. No solicitation and exchange of funds for memberships or donations. Food vendors must create and offer at least one unique and creative food and/ Once accepted, food categories and menus may not be changed without prior 	/or beverage option. approval. nds. Only Coke products are allowed to be distributed and/or sold on Fairgrounds property no later than July 9, 2018. endors with required Special Event permits.
Commercial Vendors (sale or exhibit a product, service)	\$500
 10x10 space. Commercial Vendors must submit proposed merchandise items and pricing wit selected. Prices must be displayed during event hours for attendees to view ea Once accepted, merchandise items may not be changed without prior approva Food and beverage products are only allowed to be served/sold by approved F 	I.
Non-commercial Vendors (educational, experience, attraction, informational)	\$300
 10x10 space. Absolutely no merchandise, food or beverages may be sold or distributed from memberships or donations. 	Non-commercial Vendors. This includes solicitation and exchange of funds for
lon-profit (501 (c) 3)	\$100
 10x10 space. Absolutely no merchandise, food or beverages may be sold or distributed from Must provide your non-profit's 501 (c) 3 tax exempt number. 	Non-profit Vendors.
Artisan Village Vendors (sale or exhibit a product designed, produced and made ocally)	\$75
 quality handmade snacks, gifts, etc. Special Features: Workshops, photo ops, seating vignettes, fortun boutiques, etc. 	iture, accessories, art, etc. s and vinegars, pickled foods, jams and more – appealing to shoppers looking for high- le telling, lawn games, live poetry, portraiture, beauty bars, music, art installations, mobile with application for consideration. You will be contacted if both categories have already iew easily. I. d to be served/sold by approved Food Vendors.
Custom Vendor spaces larger than 10x10	Contact us to create custom Vendor packages and fees.
Electricity	\$50
Beverage Orders Only Coca-Cola products are allowed to be served/sold/displayed on Fairgrounds property. Event-related needs and supplies in this category must be purchased through the Fairgrounds office/account.	Pricing varies. See Beverage Order Form provided by Event Staf
10lb bag of ice	\$4
	-

Non-compliance Fee Applicant may be responsible for costs for cleanup and/or damages that result from their participation as well for non-compliance with these rules and regulations (i.e. closing early or tearing down your space early)
To correlate with nature of each incident, starting at no less than \$100.

VENDOR RULES AND REGULATIONS

APPLICANTS FOR A JEFFCO FAIR & FESTIVAL VENDOR RESERVATION AGREEMENT ARE RESPONSIBLE FOR READING AND UNDERSTANDING THESE VENDOR RULES AND REGULATIONS FOR THEMSELVES AND THEIR PARTICIPANTS. THESE RULES AND REGULATIONS ARE INCORPORATED INTO AND MADE A PART OF THE VENDOR RESERVATION AGREEMENT.

AGREEMENT

Vendor space at the Fairgrounds and the Jeffco Fair & Festival is by Vendor Reservation Agreement (Agreement) between the Agreement applicant (Applicant) and Jefferson County. The terms of these Vendor Rules & Regulations (Regulations) are incorporated into an Agreement signed by an Applicant and Jefferson County. All terms highlighted in yellow in these Regulations are hyperlinks to related documents.

All Vendor opportunities are reserved on a first-come, first-served basis. Prospective Applicants must submit a completed application to determine availability. Vendors will not be confirmed until;

- 1. Applicant has signed the Agreement,
- 2. Agreement has been received by the Fairgrounds office along with proper payment(s) and required insurance documents,
- 3. The Fairgrounds director has signed the Agreement.

The Jefferson County Fairgrounds director has the right to refuse Vendors when it is his/her opinion that the Vendor may cause undue or unusual damage to the Fairgrounds facilities, the Event and/or if the Vendor is deemed not an appropriate fit to the Event based on a variety of reasons, including, but not limited to: scheduling conflicts, Vendor type saturation, match to the Jeffco Fair & Festival, etc.

No Vendor may contract for a Vendor space or sublet a Vendor space for use by another party, group or organization.

ALCOHOL

Vendors approved to sell and/or distribute alcohol at the Event must apply for and acquire a Special Event Permit from the Jefferson County Clerk and Recorder. The Applicant, in these cases, must be a nonprofit organization and provide insurance coverage that meets or exceeds the requirements set forth in Fairgrounds Insurance Requirements.

ALTERATIONS TO FAIRGROUNDS PROPERTY

Absolutely no one shall paint, change, alter or tamper with any Fairgrounds property, including, but not limited to, buildings, grounds, signs, piping, locks, conduits, electrical or gas connections, without the approval and supervision of the Fairgrounds.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) makes it illegal to discriminate against anyone because of a physical or mental impairment. It is the responsibility of each Vendor and their employees to adhere to the requirements of the ADA. The Fairgrounds insists that all guests shall be treated in an equal and courteous manner so that they may participate in the fun and enjoyment the Event offers, while ensuring a safe and enjoyable experience for all.

CAMPING

There will be no sites available for day or overnight camping during the Event.

CANCELLATION AND WEATHER

Cancellation of any Agreement by the Vendor should be sent via email to <u>info@celebratejeffco.com</u>. Vendors who cancel 91 days or more prior to the Event will receive a full refund of any Vendor fees paid. Any cancellations made by a Vendor within 90 days of the Event will receive no refund of fees paid.

Vendor acknowledges and understands that Vendor fees shall not be refunded in the event that the Vendor does not attend or if all or part of the Event is canceled due to fire, calamity or any other act of God, public enemy, strikes, statutes or ordinances or any legal authority or any other cause beyond Jefferson County's control.

The Fairgrounds reserves the right to cancel any Agreement due to fire, weather, mechanical breakdown, natural disasters and/or other emergency purposes, or if the Fairgrounds determines that the facility (or any related portion of the Fairgrounds) is unsafe or otherwise unfit for the proposed use. Jefferson County is not liable for any damages, fees or other expenses incurred by the Vendor as a result of such cancellation.

This is a rain or shine event that occurs primarily outdoors. Vendors should be prepared and have proper equipment and materials for weather elements. When a Vendors knows they have product(s) and/or item(s) which need protection from the elements, they should bring something to the Event that attempts to raise products/items off the ground as well protect and secure their products/items in the event of rain, wind and other elements. Vendors are fully responsible for their own products/items and any damage that may occur from the weather.

CLEANLINESS & TRASH DISPOSAL

Every Vendor space shall be prepared in a neat and orderly style and shall be kept clean and neat by the Vendor. At the end of each day, the Vendor will clean their space and place trash in the dumpsters provided. When the Event is over, it is expected that the vacated space(s) will be left clean and free of debris. Disposal of refuse shall be in the proper containers supplied. No refuse shall be placed in any Porta-Johns, stools, sinks, etc. If improper disposal is discovered on the Fairgrounds, a penalty may be assessed. This includes improper disposal of food, food products and food by-products.

Cardboard boxes must be broken down.

COLORADO GOVERNMENTAL IMMUNITY ACT AND THE OWNERS OF RECREATIONAL AREAS LIABILITY ACT

By entering into the Agreement, Jefferson County is not waiving or limiting the protections and limitation on liability provided by law, including without limitation, the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.* and the Owners of Recreational Areas Liability Act, Section 33-41-101, *et seq.*, Colorado Revised Statutes.

WARNING: UNDER COLORADO LAW, AN EQUINE OR LLAMA PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE OR LLAMA ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE OR LLAMA ACTIVITIES, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

WARNING: UNDER COLORADO LAW, THERE IS NO LIABILITY FOR THE DEATH OF OR INJURY TO A PARTICIPANT IN AN AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY, PURSUANT TO SECTION 13-21-121, COLORADO REVISED STATUTES.

CREDENTIALS

A gate admission ticket or participant credential is required to enter/re-enter the Fairgrounds beginning August 10, 2018. No one is allowed on the Fairgrounds without an admission ticket or participant credential. Duplication, alteration or use of previous year's tickets and/or participant credential is strictly prohibited. This offense will be turned over to the authorities, and is considered as just cause for cancellation of Agreement.

Individual Participant Credentials

Each vendor will be allotted five (5) participant credential passes for entry/re-entry into the event. These credentials are for the exclusive use of employees who work for a Vendor during the Event and must be worn by the Vendor and their employees when working in official Vendor capacity (event load-in, event hours, event load-out). A Vendor must obtain a hand stamp at the gate, prior to exiting the Event, if they are leaving but plan to return to the Event the same day. Credentials are not to be resold, used as part of a promotion, or given to any person who is not an employee needed to help provide your service on the Fairgrounds. Any usage, other than for admission to work, is considered a violation of this Agreement. If a Vendor is interested in purchasing tickets for promotional purposes, please contact the Fairgrounds at <u>info@celebratejeffco.com</u>.

Credentials Pick-up Process

Credential packets will NOT be mailed. All Vendors should plan to pick up their credentials beginning, tentatively, July 23, 2018 at the Fairgrounds' office. At that time, all Vendors should have a signed Agreement, all payments must be made and valid Certificate of Insurance on file with the Event office. Any Vendor lacking a signed Agreement, payment in full or a valid copy of a Certificate of Insurance will have to produce the above paperwork and/or payment of the proper fees prior to credentials being issued. Please contact our office to schedule a time with our team to pick up your credentials. This will ensure we are able to assist you and that you do not have to wait.

DESIGN AND PRESENTATION

Vendor spaces should be creative, interactive, educational and/or entertaining. Vendor spaces, booths and decorations should be in 'like new' condition with exteriors well maintained, clean, brightly lit and with professional signage. Every Vendor space shall be prepared in a neat and orderly style and shall be kept clean and neat by the Vendor. Professionally made signage is to be used and not handwritten. High quality point of sale signage should be easily visible with clearly displayed prices. Vendors are not permitted to drive any nails, hooks, tacks, staples, screws, tape, etc. to walls, ceilings, doors or other Fairground structures for the purpose of hanging signs, or other items.

The following are prohibited:

- 1. Handwritten signs of any kind.
- 2. Product displayed on the floor or blankets.
- 3. Product scattered on tables or racks.
- 4. Poor signage.
- 5. Illogical product mix.
- 6. Brand/logo merchandise that is not properly licensed shall not be sold at the Event.
- 7. No sale of tobacco products, weapons or drug paraphernalia permitted.

ELECTRICAL NEEDS

Electricity is available for a fee and is very limited. Please do not request it unless you need it. The Event's team will assist approved Vendors with electric hook-up access once onsite for load-in.

Generators are not permitted without prior approval from the Fairgrounds. The Event cannot provide extension cords or cabling of any kind.

Jefferson County does not assume responsibility or liability for electrical failures of any kind, nor for damage to equipment/property caused by drops or increases in power supply, low voltage or power surges and shall not be liable for loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment (including additional expenses incurred in using electrical facilities), claims of customers of the Vendor, or for any special, indirect, or consequential damages due to interruption or fluctuation in service on the Fairgrounds.

EMERGENCY PLAN

The Jeffco Fair & Festival has a written Emergency Plan with anticipated responses to a variety of crisis situations that could threaten the integrity, reputation or safety of the event or its attendees. An emergency may include, but is not limited to, accidents, animal welfare events, weather events, facility-based events, threats, and regional, state or national emergencies. You are encouraged to monitor the events and make the appropriate plans to respond to the situation. You may be notified by Event staff of the type of incident and either the potential response plan or the current response plan.

Any time emergency personnel (Fire Dept., EMT, Sheriff's Dept., etc.) are needed please notify on-site Event staff and appropriate emergency personnel immediately.

All media communication will only be handled through the Event office.

EVENT LOGO USE

Any business, association, group, Vendor, or individual, proposing to use the "official" Jeffco Fair & Festival Logo or artwork, must make a request in writing, stating the usage specifics. The Fairgrounds will have final authority in granting or disallowing a request to use the Event's Logo. If a request to use the Event's Logo is for commercial use, such as imprinting on novelty items (t-shirts, hats, cups, etc.), is approved, a percentage of gross sales after taxes will be determined and paid to the Fairgrounds. If a request is not approved, the items cannot be sold. The Fairgrounds retains the option to allow products to carry the Event Logo, in exchange for promotional or advertising gain, in lieu of a financial compensation. A Vendor may use the words "Jeffco Fair & Festival" in most all instances, but if the word "Official" is applied to the name designation, then the Event Management must first authorize and approve in writing what is to be allowed.

EVENT HOURS

Vendors are expected to be open during ALL Event operating hours. All exhibits, booths and spaces bust be staffed and operational thirty minutes prior to Event opening. In the event the Vendor fails to occupy space by official opening time, the Agreement may be terminated. In the event of termination, any payments previously paid shall be retained by the Fairgrounds and the Fairgrounds is authorized to resell said space to other parties.

Vendors will sufficiently staff booth space during ALL Event hours. Closing early or tearing down your space early is not permitted. Tear down shall not begin until after the Event closes. Vehicles will be allowed into load-out zones to load-out after all Event attendees have departed.

EVENT DATE	EVENT OPERATING TIMES
Friday, August 10, 2018	12 p.m. – 10 p.m.
Saturday, August 11, 2018	10 a.m. – 10 p.m.
Sunday, August 12, 2018	10 a.m. – 6 p.m.

EVENT RULES AND CODE OF CONDUCT

Vendors and their personnel are responsible for reading and understanding the Event Rules and Code of Conduct, which are incorporated into the terms of these Regulations.

EXCLUSIVE AND OFFICIAL SPONSORS

The Fairgrounds works with companies and organizations to determine Exclusive and Official Event sponsors.

Third party advertising is not allowed within locations, booths or on booth signage; this is considered pass-through advertising. The exception to this rule is with existing 'Exclusive' or 'Official' sponsors of the Event. Please contact our offices with any questions.

FIRE PREVENTION STANDARDS

The following are BASIC RULES pertaining to all participants and Vendors at the Event. This outline does not, by any means, cover completely the rules and standards contained in the local district fire code. It does, however, provide the Vendor basic rules governing all spaces open to the public.

Of primary concern is maintenance of exits and exit passageways. Vendors shall neither attempt nor permit expansion of an exhibit(s) and associated materials to obstruct, obscure, block or complicate access to any exit location or path.

No display or exhibit shall be so installed or operated as to interfere in any way with access to any required exit or with visibility of any required exit or any required exit sign; nor shall any display block access to firefighting equipment or electrical panels. Access to exits also requires the ability of the occupants to move safely away from the building to an area of refuge that is a reasonable distance from the building. All exit doors are emergency doors and, in most cases, a six-foot pathway must be maintained for each.

Other safety related requirements include the following:

- 1. Fabrics and films used for decorative purposes, draperies, curtains, and other similar loosely hanging furnishings and decorations shall be flame resistant as demonstrated by passing both the small and large scale tests of NFPA 701, STANDARD METHODS OF FIRE TESTS FOR FLAME RESISTANT TEXTILES AND FILMS.
- 2. Any merchandise or material attached to drapes or table skirts must be noncombustible or possess a minimum flame spread rating.
- 3. Vendors may not attach any equipment, advertisement or decoration to fire sprinkler piping or sprinkler heads. This includes string, cords, wire, ribbon or any type of tape.
- 4. All compressed gas cylinders, including but not limited to propane, CO2, helium, etc., shall be properly secured into a rack, as required for storage or use.
- 5. Prior to the opening day of the Event, all Vendors shall:
 - a. Secure all propane bottles and ensure proper regulators and coupling are installed, as required.
 - b. Flammable liquids, such as gasoline, must be stored in approved containers.
 - c. Cooking equipment placed under a vent hood extinguishing system must be realigned with the suppression equipment for proper extinguishment.
 - d. Any electrical work must be performed by a licensed electrician. Any electrical cords used in the operation of a Vendor's space must be properly sized, secured and prepared for the use intended.
 - e. Any extension cord used outdoors must be for heavy duty use and appropriate for wet/damp locations. All Food Vendors must use GFCI-protected extension cords.
- 6. Automotive vehicles and equipment may be displayed inside a building, if:
 - a. All fuel tank openings shall be locked and sealed in an approved manner to prevent the escape of vapors.
 - b. There is no more than two (2) gallons of fuel in tank or the minimum required for positioning the vehicle.
 - c. Battery cables shall be disconnected and taped.
 - d. Fueling and de-fueling of vehicles shall be prohibited.
 - e. Vehicles shall not be moved during Event hours.
- 7. The use of open flames, burning or smoke emitting materials as part of a display must be approved in advance.
- 8. The use of welding and cutting equipment for demonstration purposes requires advance approval.
- 9. The use of compressed gas cylinders must be approved and the cylinders must be firmly secured in an upright position.

- 10. Electrical equipment must be installed, operated and maintained in a manner which does not create a hazard to life or property.
- 11. Leave all required clearances for ADA access. Maintain all fire exits and fire lanes.

These are basic rules with which every Vendor must comply.

NOTE: ANY ISSUE OR CONDITION WHICH IS DEEMED "HAZARDOUS" WILL RESULT IN IMMEDIATE CORRECTIVE ACTION OR REMOVAL FROM THE FAIRGROUNDS.

FOOD AND BEVERAGE VENDORS

Food Vendor spaces should be designed to accommodate for high capacity orders with fast serving time.

Vendor space shall be designed to be self-contained, with all equipment such as freezers, refrigerators, beverage canisters and propane tanks located within the Vendor space and not visible to the public. All electrical cables, water hoses, propane hoses and sewer lines must be kept neat, with excess cables or hoses stored out of sight. Use of an auxiliary storage area immediately next to the Vendor space may be acceptable provided that it is enclosed in a professional manner and complements the Vendor space.

Seating areas are to be kept clean by the operator, including tables, benches and ground area.

Please do not dump grease, water or any discarded products on Fairgrounds' grounds. Maintain waste management at your Vendor space throughout the day. You are responsible for your own trash and ensuring it is disposed in provided dumpsters. Gray water must be contained. A dumping station will be available.

- 1. Food Vendors to sale non-fair/carnival food (cotton candy, corn dogs, caramel/candy apples and funnel cakes, etc.). Applicants must submit proposed menu items and pricing with application for consideration. You will be contacted if menu items and categories have already been selected.
- 2. Prices must be displayed during Event hours for attendees to view easily.
- 3. No solicitation and exchange of funds for memberships or donations.
- 4. Food vendors must create and offer at least one unique and creative food and/or beverage option.
- 5. Once accepted, food categories and menus may not be changed without prior approval.
- Coke is the exclusive beverage provider for the Jefferson County Fairgrounds. Only Coke products are allowed to be distributed and/or sold on Fairgrounds property. All Coke products must be ordered and purchased thru the Fairgrounds' office no later than July 9, 2018.
- 7. 10lb bags of ice will be available for purchase on-site throughout the Event and will be available as supplies last.
- 8. Alcohol products are only allowed to be distributed and/or sold by approved Vendors with required Special Event permits.
- 9. Food Vendors must obtain, provide and display a <u>Temporary Retail Food Service Establishment</u> from Jefferson County Public Health. Applications must be submitted to Jefferson County Public Health 30 days prior to the Event.

HAZARDOUS WASTE

The Vendor agrees to NOT possess, collect, distribute, dispose, release, or otherwise discharge, any toxic or hazardous waste as defined by Jefferson County, State and Federal Law. Any violation/infraction of this provision will result in substantial fines (at least \$500) per occurrence, immediate termination of the Agreement and removal from the property.

INSURANCE REQUIREMENTS

Each Vendor shall be responsible for the safety of their area against fire, water, robbery, accident or any cause whatsoever and the Vendor must insure at own expense in limits outlined below:

- 1. Each Vendor must provide the Fairgrounds with proof of general liability insurance of no less than \$1,000,000.
- 2. Insurance certificate should name Certificate Holder as Jefferson County, Colorado and should read as follows Jefferson County, Colorado

C/O Jefferson County Fairgrounds 15200 West 6th Avenue Golden, CO 80401

- 3. Jefferson County must be added as an additional insured to general liability, auto liability and any excess liability policies.
- 4. Vendors without current insurance on file will not be allowed into the event or to set-up their Vendor space.
- 5. An Applicant with employees working on Fairgrounds property must obtain workers' compensation and employers' liability insurance, which shall cover the obligations of the Applicant in accordance with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado.
- 6. Acceptable insurance certificates must be received by the Fairgrounds no later than July 9, 2018 along with your Agreement and any payments.
- 7. NO EXCEPTIONS WILL BE MADE TO THESE INSURANCE REQUIREMENTS.

For all Vendors, the Applicant must ensure that the insurance requirements set forth in Fairgrounds Insurance Requirements have been met.

LOST OR STOLEN ARTICLES

Jefferson County is not responsible for a Vendor's, or the Vendor's participants', lost or stolen property, inventory or other articles.

MAIL AND COMMUNICATIONS

Fairgrounds telephones, computers, copy machines and/or other office equipment are not available for Vendor or public use. We are unable to accept mail and/or deliveries for Vendors.

MEDIA AND PUBLIC COMMUNICATIONS

All media and public communication will only be handled through the Event office.

PARKING

The Fairgrounds has allocated parking areas for Event Attendees, Vendors and other Participants. Vendors will receive detailed directions and parking instructions prior to the Event. Parking in unauthorized areas of the Fairgrounds is prohibited.

While Vendor is in loading and unloading area, proper dashboard credentials with a cell phone number must be displayed appropriately in the vehicle for Event staff to see.

Non-compliance may be subject to tickets and/or towing (without notice) at owner's expense.

PATENTS AND INTELLECTUAL PROPERTY

Vendors wanting to sell products that are copyrighted or patented must have legal authorization to do so.

PHOTOS

The Fairgrounds reserves the right to take and possess photos of anyone and any space during the Event for the purpose of informational/promotional use and/or for documentation as necessary. The Vendor waives any copyright rights associated with such photos.

POLITICAL CANDIDATES AND THEIR REPRESENTATIVES

Candidates and/or their representatives may have Vendor space in the space assigned to them and are only permitted to operate within their assigned Vendor space. Candidates may not use amplifiers or impede attendees who wish to move around the Event nor carry signs or distribute campaign literature outside of their allocated space. Candidates and/or their representatives may not post campaign signs except within their Vendor space and may not attach stickers to any public property or signage.

PROHIBITED ITEMS AND ACTIONS

The following are prohibited at the Jefferson County Fairgrounds:

- Illegal drugs (including marijuana) and/or related paraphernalia
- Liquid petroleum (propane, butane, etc.)
- Charcoal grills
- Open fires
- Any activity constituting a hazard to the safety of self or others
- Brandishing and/or discharging of any firearm or other weapon. Note: this provision does not prohibit the open carrying of firearms under Section 29-11.7-104, Colorado Revised Statutes.
- Fireworks and explosives
- Unreasonably loud noises
- Remote-controlled vehicles
- Recreational devices such as model aircraft, missiles, remote control toys, skateboards, Segways, scooters, inline skates and/or shoes with built-in wheels
- Unauthorized photography, videotaping or recording of any kind for commercial purpose
- Engaging in any act (unsafe or other) that may impede the operation of any event, operation or facility
- Violation of any posted notice or sign

PROMOTION AND SALE OF MERCHANDISE

Vendor agrees to exhibit and/or sell only those items approved by the Fairgrounds. Vendor understands that it is the Fairgrounds exclusive right and responsibility, in its sole discretion, to remove any items that are inconsistent with or deviate from the content, style or quality of the works depicted in the final list submitted with Vendor's application, or which are otherwise not in compliance with these Rules and Regulations, or otherwise inconsistent with the standards, quality, theme, message or traditional purposes or values of the Event.

RELOCATING VENDORS

The Fairgrounds reserves the right to require any Vendor to move to some other location or lot if it is in the best interest of the Fairgrounds.

SECURITY

The Fairgrounds provides general grounds security and staff during vendor load-in and event operating hours and limited overnight security is contracted by the Fairgrounds. Vendors must have their participant credential on them and appropriate temporary parking permits visible on their vehicle dashboard at all times. Jefferson County is not responsible for a Vendor's, or the Vendor's participants', lost or stolen property, inventory or other articles. Vendors who choose to leave items overnight do so at their own risk.

SET-UP

Vendors may not be able to drive to their assigned space location; however, unloading areas will be as close as possible. You must unload, move your car to assigned parking, and then return to set-up. We suggest that you bring someone to stay with your equipment and merchandise while you move your vehicle.

Unloading of equipment and/or merchandise upon arrival to the Fairgrounds is the responsibility of the Vendor. Vendor must provide the appropriate number of personnel to load-in, run and load-out. Event staff will not be available to assist with set-up or break down of your space or equipment.

The Event provides only exhibit space during the Event. All participants must provide and be responsible for their own table, chairs, displays, decorations and other Event supplies. If you are in need of supplies (tables, chairs, skirting, tents, etc.), please contact any of the approved rental vendors from the following companies:

Butler Rents at 303.388.5971 Colorado Party Rentals at 303.781.1111 The Wright Group at 303.295.7368

Vendors cannot set up until a signed Agreement, any payment due the Fairgrounds has been paid and a proper Certificate of Insurance is received. All exhibits, booths and spaces must be installed and ready and all vehicles must be out of the guest areas by 9:30 a.m. on August 10, the opening day of the Event. All exhibits, booths and spaces must be staffed and operational thirty minutes prior to Event opening. In the event the Vendor fails to occupy space by official opening time, the Agreement may be terminated. In the event of termination, any payments previously paid shall be retained by the Fairgrounds and the Fairgrounds is authorized to resell said space to other parties. If the Vendor fails to remove their exhibit or any portion thereof, it is understood that the Fairgrounds may remove all or any portion of the exhibit at the Vendor's risk and expense.

SMOKING

For the comfort of all, smoking of tobacco, e-cigarettes or other products that produce a vapor or smoke are allowed only in designated smoking areas during the Event.

SOUND

It is the goal of the Event to maintain a sound/noise level in all areas so as not to disturb others. The Fairgrounds reserves the right to control the use of, and volume of, any loudspeakers, radios, musical instruments or any noise making devices that might interfere with Vendors, scheduled entertainment or others in the immediate area. This also includes individuals that might be too loud verbally and disturbing other Vendors or guests in the area. Vendors must have prior approval for use of a public address (PA) system, or any type device used for sound and/or that makes noise. We encourage Vendors to be considerate of their neighbors in this respect, but do understand that some Vendors use sound as part of their operation. Those items approved for sound must be kept at a reasonable volume, so as not to disturb Vendors in the same area from conducting business. The Fairgrounds has final authority as to what is objectionable and any decisions pertaining to the sound level, or individual being too loud, will be final. If a Vendor does not comply with sound notices, a Vendor may be asked to discontinue use of sound device, or as applies to the situation. If the complaint has been on a specific individual, they may be asked to leave the Vendor space being occupied.

SPECIAL ACTIVITIES

Any Vendor planning to use any kind of entertainment or special attraction, including characters in costume, bands or individual musicians, in an assigned Vendor space, must have said activities approved in writing by the Fairgrounds. Requests should be made in the application and should include a schedule that lists the names of entertainer(s) or attraction(s) and the date(s) and time(s) performances are scheduled for each. The Vendor will be notified if the request is approved. Any APPROVED entertainment or special attraction MUST REMAIN IN THE ASSIGNED EXHIBIT SPACE during the Event. The Vendor is responsible for all gate admissions, etc. for entertainment or attraction personnel admittance into the Event. Any approved entertainment must abide by the Event Regulations.

TAXES AND LICENSES

State and City Sales tax is the Vendor's responsibility, along with all appropriate licenses and legal requirements to conduct business.

Brand/logo merchandise that is not properly licensed shall not be sold at the Event.

TENTS

All tents must be properly and safely secured. For any tent anchoring system:

- 1. Concrete, water or other types of above-ground weights are preferred.
- 2. Stakes longer than eight (8) inches are, without exception, prohibited.
- 3. Absolutely no stakes will be allowed into asphalt/paved surfaces.

VENDOR CONDUCT

The Vendor's responsibility can be summed up very simply: "Be a good neighbor." All Vendors are equal regardless of space size and should be given an equal opportunity to present their product to the public. All complaints/inquiries received will be addressed, and if not solved to the customer and the Fairgrounds' satisfaction, the Vendor will not be offered an Agreement the following year.

Vendors are only permitted to operate within their assigned Vendor space. Attracting, sampling and providing handouts outside of the Vendor space may result in termination of the Agreement. All personnel must remain within the assigned Vendor space and may not encroach in any way into the public right of way.

Vendor shall deal honorably, fairly and practice no fraud or misrepresentation. Any violation will be immediate grounds for cancellation of an Agreement. The Vendor and all the Vendor's employees shall be neat and clean in their dress at all times. Shirts must be worn at all times during the Event operation. The Vendor and/or any of the Vendor's representatives, shall not have in their possession, or sell any alcohol (unless approved to sell by Agreement), controlled substances, obscene materials, engage in obscene conduct or be intoxicated, while operating from an assigned Vendor space, or while on the Fairgrounds property. What constitutes obscene materials and obscene conduct will be determined by the Fairgrounds.

The Fairgrounds shall be allowed access to any space or other premises, at any time for any reason. The Fairgrounds reserves the right to cancel an Agreement and/or have the property of the Vendor removed from the Fairgrounds for any violations of the Regulations. In such event, all payments previously made under the Agreement shall be forfeited, and retained by the Fairgrounds. The Fairgrounds also reserves the right to require any representative of a Vendor to vacate a building and/or the Fairgrounds if determined necessary. Each Vendor is responsible for any wages or expenses of any employees of the Vendor and/or any debt incurred by the Vendor, in the fulfillment of this Agreement. Jefferson County will not be held liable for any obligation of the Vendor. All Vendors, their employees and their representatives shall abide by these Rules and Regulations.

Our primary audience consists of family and youth. The Fairgrounds reserves the right to reject any Vendor and/or contents that may be considered objectionable by that audience.

WI-FI AND INTERNET

The Fairgrounds offers complimentary Guest Wi-Fi across the property however, Vendors who need Internet capabilities for payment processing or have exhibits that rely heavily on a strong Internet connection should consider bringing their own mobile Wi-Fi and Internet solution.

Please note that it is a free, open access system so there are no guarantees to anyone that it will always be working or that they will be able to access it with their device. The Fairgrounds provides no technical support or troubleshooting support for free Wi-Fi access.

SELECTION PROCESS

ONCE I'VE SUBMITTED MY APPLICATION, WHAT HAPPENS NEXT?

- 1. Once you've submitted the application, you will automatically receive a confirmation on your computer screen and via e-mail.
- 2. The Event team will be emailed a copy of the application.
- 3. If you do not receive a confirmation, it was not transmitted successfully and you will need to submit the application again.
- 4. Do not submit any money with the application.
- Our selection team will evaluate all the applications based on application completeness, booth presentation, as well as, product quality, mix and uniqueness. Applicants with the most creative, interactive, educational and entertaining concepts and proposals will receive priority.
- 6. As there is limited space available and the process is highly competitive, decisions will be based on the number of Vendor spaces available, the number of applicants within a category, and the Vendor display presented.
- 7. Vendors will then be notified of their application status via email.
- 8. Vendors who are accepted will be issued an Agreement and accompanying documents.
- 9. Once an Agreement has been issued, payment and other required documents must be completed and submitted to the Event office in order to secure the Vendor space.

GOOD LUCK!

Best of luck with the submission of your application!

If you have further questions, please refer to The Vendor Rules and Regulations provided at <u>celebratejeffco.com</u>. We would also be happy to answer any additional questions via email at <u>info@celebratejeffco.com</u>.