

# 2019 VENDOR GENERAL RULES AND REGULATIONS

The following general information and regulations apply to the 2019 Boulder County Fair, Livestock Show & Rodeo (BCF) acting through the Fair Board, Committees and or employees in management of the exhibits/vendors.

**AUTHORITY:** The BCF or its delegate is charged with complete responsibility and full authority to enforce all of the provisions of these Rules and Regulations for the benefit of all concerned. Any exception to or deviation from these rules may be made only by the BCF. No consent to any variation of any term or condition of the lease contract shall be valid unless in writing with the contract. Any notice by either party to the other shall be in writing. The BCF reserves the right to cancel a contract and retain the Vendor's Deposit in the event of Vendor violations of the Rules and Regulations described within this prospectus & contract. Signature of the contract assumes understanding and agreement with General Rules & Regulations.

**BOOTH ASSIGNMENT & INFORMATION:** The BCF will screen and assign applications on a first-come, first-served basis based upon the character and size of the proposed exhibit, individual needs, vendor's preference, and location of other vendors. Vendors should supply a photograph of their exhibit/display at time of application. Food concessionaires are required to submit a photograph of their unit/booth setup and a copy of all menu items and prices. The BCF reserves the right to change booth assignment at any time and deny anyone rental of a commercial booth. No booth assignment will be made without payment in full. Previous participation does not guarantee vendor priority. The BCF endeavors to avoid duplication of exhibit types.

**BOOTH STAFFING:** The Vendor is obligated, as terms of this contract, to have personnel in the booth during all published exhibit hours.

**SUBLETTING OF SPACE:** No Vendor shall assign, sublet or apportion the whole or part of the space assigned or have representatives, equipment or materials from firms other than their own in the exhibit space without written consent of BCF. Only one company is permitted to exhibit per booth.

**BOOTH SETUP/DESIGN:** Outdoor Booth space is approximately 12 feet x 12 feet. Booth setup **will not** include tables, chairs, or canopies. Vendor space boundaries will be marked with chalk, flags, or signs and Vendor's entire set up must remain within those boundaries. **IMPORTANT NOTE:** Space requirements for trailers must include hitch, canopies/pop-outs. If needed, additional space may be available for an additional cost, **but it must be requested in advance.**

**BOOTH SETUP RESTRICTIONS:** Demonstrations, video, or sound-making devices must be confined to the limits of the Vendor's booth. Please consider how sound levels may impact other Vendor's business. Audio visual devices are subject to the approval of BCF. Attention attracting, noise-making devices and loudspeaker systems are not allowed. Booth design and setup must comply with the American Disabilities Act (Public Law 101-336). Vendor must comply with all laws and regulations of local, state and Federal governments, such as fire, consumer and public safety.

**ELECTRICITY & WATER:** All electrical and water requests must be included with this contract for its acceptance. Electrical and water outlets are limited on the plazas; be as self-sufficient as possible. Vendors are not allowed to exceed the limits of the electrical system. Access to gray water dump stations is limited and may require Vendor to transport gray water to closest station. Fair management reserves the right to decline electrical service, charge for excessive power usage, or require Vendor to provide their own electrical power. NO power will be provided if it is not requested by the vendor in this contract. All food concessions must be self-contained.

**SALES AND ADVERTISING PRIVILEGES:** No signage may be attached to anything outside of your booth, without approval of the BCF. No one may sell or advertise merchandise, food or services or post advertising bills, signs, cards or distribute similar materials or in any way solicit on the grounds, at any time, without the express written permission of the BCF.

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**HEALTH DEPT:** All Food Concessionaires are subject to the inspection of Boulder County Health Dept. All Food Concessionaires are required to sign up online and submit copies of all licenses necessary to operate a temporary food concession to the BCF with their contract, for their contract to be accepted. It is the Food Concessionaire's exclusive responsibility to know the health department's rules and regulations and follow them. Please see the Boulder County Health Dept. for information and Temp Food License App:  
<https://bouldercounty.wufoo.com/forms/xlil635xlfqcds5/>

**ZERO WASTE:** All Food Concessionaires must abide by the Boulder County Zero Waste requirements. The BCF is a Zero Waste Event. All booth materials/handouts and concession goods must be recyclable or compostable as an official part of this contract. **Failure to comply with Zero Waste policies will result in immediate eviction from the Fair.**

**FIRE & SAFETY:** All Food concessionaires must abide by all Boulder County Fire and Safety Regulations. All Food Concessionaires must have a fire extinguisher. For more info contact the Fire Marshall at Mountain View Fire District 303-772-0710.

**LIABILITY & INSURANCE:** All Vendors must carry Comprehensive General Liability Insurance, with Broad Form Liability Endorsement, in an amount not less than \$500,000 and Automobile Liability Insurance for any vehicle which is used in conjunction with their operation at BCF. This certificate of insurance should be received in the BCF management offices no later than July 16, 2019. The Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled or terminated without 30 days written notice to the BCF. The BCF can provide coverage for vendors for an additional fee. See Contract for costs. BCF insurance only covers the BCF and does not cover personal property of the Vendor. Vendors and their employees, volunteers or contractors working with/for the Vendor, agree to indemnify and defend the Fair Board and its agents. Vendors should purchase their own insurance to cover all contingencies including, but not limited to, fire, theft, property damage, public and private liabilities, and workmen's compensation. No party to this contract shall be responsible for any injury, loss, or damage to any other party of this contract, or any third party, except in the event that the injury, loss or damage arises out of the gross negligence of such party. Vendors agree to notify BCF of any safety concerns immediately. BCF reserves the right to change the locations for the exhibition and will not be responsible for delays, damage, loss or other unfavorable conditions caused by circumstances beyond its control. BCF will provide early evening and overnight security on the grounds beginning Friday, August 2nd.

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

**MOVE-IN/MOVE-OUT:** Move-In can begin no earlier than Friday, August 2<sup>nd</sup>, 8:00 a.m. to 4:00 p.m., NO EXCEPTIONS. Move-Out can begin no earlier than 6:00 p.m. August 11<sup>th</sup>. *When leaving the fairgrounds, all refuse must be cleaned from your booth area and deposited in appropriate receptacles.*

**CANCELLATION:** Boulder County Fair will consider a refund on a cancellation if contacted thirty days in advance of Fair. The vendor fee will be refunded only if BCF is able to resell the booth space.

**CAMPING -** No campers (living/sleeping quarters) will be allowed in the commercial booth area. Camping for a fee is available in the campgrounds on the East side of the fairgrounds. For reservations call (303) 682-6762. No vehicles may be parked in booth spaces on the BCF grounds. No camping or sleeping is allowed within any area of a Vendor's booth/space.

**PARKING -** Parking is free, just like our fair! There are no fees for parking at any time.

**VENDOR CODE OF CONDUCT -** The Vendor shall conduct the operation of their exhibit, display, or concession in a respectful, quiet and orderly manner at all times. Vendors should maintain the contents of their displays, menus and prices according to the information submitted with the contract. The booth and aisle in front of, or beside of the booth, should be clean and free of trash at all times. All garbage should be secured before disposal in recycle / waste receptacles. **Removal or Cause for Eviction -** At any time, an Vendor may be subjected to eviction from their booth and/or the BCF without refund of booth fees for misconduct, harassment or disrespect of the Health Department officials, fair officials, security, attendees or fellow Vendors.