LARAMIE COUNTY FAIR

2018 DAILY VENDOR CONTRACT

This agreement is made and entered into the date last affixed, by and between the Laramie County Fair Board hereinafter referred to as "LCFB", and *(Please complete the section below)*

Business/Firm/Individual Name	Business/Firm Contact Name
Mailing Address	Contact Telephone Number
City, State, Zip	On-Site Telephone (Cell)
Email Address	

Hereinafter referred to as the "PERMITEE"

WITNESSETH:
That in consideration of the mutual agreement herein contained, LCFB hereby grants, subject to conditions herein mentioned to the PERMITEE a permit to use and occupy booth space (BOOTH) as indicated on this license at Frontier Park and/or Archer Fairgrounds for no other purpose whatsoever than that described here:

Please describe your Food/Concession, Product or Exhibit/Display. Food Concessionaires MUST submit a menu listing with pricing on a separate sheet.

_____

_____

_____

_____

Please select booth location and date(s) requesting. All daily vendor booth rentals are **$25.00 per day** and **$100.00 refundable deposit**.
PROOF OF CERTIFICATE OF INSURANCE DUE BY AUGUST 1ST

Fair Week @ Frontier Park-4610 Carey Ave Cheyenne WY 82001
Daily Vendors are only in the Exhibit Hall and 1 table and 2 chairs are provided. Daily vendor applications are not being accepted for the midway or barns due to the layout and logistics.
Location ◯ Inside Exhibit Hall (1 table & 2 chairs provided)

☐ **Food/Concessions**
☐ **Product Vendor**
☐ **Exhibit/Display/Political**

***$100.00 refundable deposit required for all vendors.**

Select Dates: ($25.00 per day)
◯ August 4
◯ August 5
◯ August 6
◯ August 7
◯ August 8
◯ August 9
◯ August 10

*Deposit will be refunded if all contract terms and conditions are met. Vendors must be fully operational the hours listed in this contract with no exceptions.

Please indicate your electrical and other fuel requirements for vendor booth
_____110v Electrical Hook-up-Included
_____220v Electrical Hook-up-$50

FOR OFFICE USE ONLY		**Vendor Space $25.00 per day**	
Date Received	_____	Fair Week	$_____
Insurance Certificate Recv'd	_____	Horse Show	$_____
Amount Paid	_____	**220 V Electrical $50**	$_____
Check Number	_____	**Camping $50**	$_____
Cash	_____	**Refundable Deposit**	**$100.00**
LCFB Staff Approval	_____	**Total Due**	**$_____**

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THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **DISPLAY TIMES**: The PERMITEE agrees to have BOOTH in place and ready for business according to the following scheduled on the day or days requesting to be a day vendor. With **NO EXCEPTIONS** the BOOTH must be manned and maintained in working order for the full term of this contract and open for business/showing per the following time schedule:
   Fair Week-Saturday through Friday 10:00 am to 8:00 pm daily
2. **DEPOSIT:** A $100.00 refundable deposit will be required for all vendors. This deposit will be refunded if all contract terms and conditions are met. Vendors must be fully operational the hours listed above with no exceptions.
3. **PAYMENT:** Payment will be made in full to Laramie County Fair on or before **August 1st** of current Fair year to reserve booth space. If payment is not made as mentioned, the LCFB will consider this agreement null and void and said reserved booth space will then be open for other reservations. **THERE WILL BE NO REFUND OF THIS PAYMENT.**
4. **BOOTH SPACE LOCATION:** It is expressly understood by both parties that space and space location is allocated at the sole discretion of LCFB. LCFB reserves the right to locate any booth, concession, exhibit or display where it is in the best interest of LCFB. LCFB reserves the right to cancel or refuse any booth, concession, exhibit or display that is not in the best interest of LCFB at any time. PERMITEE may request a location preference; however, PERMITEE clearly understands request is not guaranteed by LCFB. Further, the PERMITEE agrees to accept such space allotted to be the best space possible considering the date of agreement and type of Concession/Exhibit. LCFB will grant only such privileges as are required to supply the necessary wants of the people, or add to their comfort, convenience and pleasure. Under no circumstance will privileges of the questionable nature or of a demoralizing tendency be considered or in any manner be tolerated upon the fairgrounds.
5. **INSURANCE REQUIREMENTS: All PERMITEES** shall maintain Insurance Requirements at their own expense for duration of Vendor Contract, including move-in and move-out dates, to cover activities of PERMITEE and its guests, agents, representatives, employees, or subcontractors. PERMITEES with own business insurance shall have their insurance agent review the Insurance Requirements (see attached) and issue a Certificate of Insurance to LCFB, by August 1st in advance of event. PERMITEES with no business insurance, shall apply for, pay for, and bind coverage under: Special Events Liability Insurance for Tenant User through Alliant Insurance Services, or equivalent program. Proof of Certificate of Insurance is due by August 1st for all vendors. It is MANDATORY that all FOOD/CONCESSION and PRODUCT VENDORS have insurance including Product Liability coverage. **THIS AGREEMENT IS NOT COMPLETE and NO SPACE WILL BE ASSIGNED UNTIL CERTIFICATE OF INSURANCE IS ON FILE WITH LCFB OFFICE.**
6. **PERMITS:** All **FOOD/CONCESSION VENDORS** participating in the Laramie County Fair are responsible for all permits and inspections required by the City, County and the State of Wyoming. (City Vendor License, Laramie County Health Permit, Wyoming Sales Tax License) **A copy of all requirements must be submitted with this contract for this agreement to be complete.**
7. **FAIR MEAL TICKETS/VOUCHERS:** The LCFB provides meal tickets/vouchers for the employees, superintendents and other volunteers on the fairgrounds. All tickets/vouchers and an itemized bill are to be submitted to the Fair Office by September 1 of current fair year for reimbursement. Vendors selling food are required to submit 2 (two) meal options with this contract. See attachment *VENDORS AND MEAL VOUCHERS* for details. *VENDORS AND MEAL VOUCHERS* do not apply to vendors who do not sell meal items or for vendors who only sell items such as cotton candy, slushes, ice cream etc. The LCFB reserves the right to approve or disapprove of meal options submitted.
8. **BUSINESS LIMITS:** The PERMITEE shall not engage in any other business within the fairgrounds except that listed on application and agrees to confine all transactions to the reserved space. The PERMITEE shall not place fliers, poster; etc within the fairgrounds outside of confines of PERMITEES designated booth space. **NO CAMPAIGNING OR SOLICITATION OUTSIDE OF DESIGNATED BOOTH SPACE.**
9. **CONDUCT:** The PERMITEE shall conduct the operation of the booth, concession, exhibit or display in a quiet and orderly manner at all times, and shall keep the exhibit area neat, clean, and free from debris. PERMITEE agrees to refrain from engaging in behaviors questionable in nature or of a demoralizing tendency. If behavior is found to be true by the LCFB, this contract will be consider void and PERMITEE will be removed from the fairgrounds and will forfeit any fees paid to the LCFB.
10. **UNLAWFUL OR DANGEROUS ACTIVITY:** PERMITEE shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable or ultra-hazardous business purpose nor operate or conduct business in a manner constituting a nuisance of any kind. PERMITEE shall immediately, upon notification of any unlawful, disreputable or ultra-hazardous use, or nuisance, take action to halt such activity.
11. **SAFETY:** If a grease fryer is utilized by any PERMITEE, the PERMITEE **MUST** provide a fire extinguisher with a current inspection sticker to be located within their BOOTH space. **All FOOD/CONCESSION booths are subject to inspection by State Health Examiner. All disposal of food or waste discharge must be performed in accordance with current Health Standards.** Any PERMITEE found to be in breach will be removed from the Fairgrounds and will forfeit any fees paid to LCFB.
12. **SHIPMENTS:** LCFB is not responsible for loss of or damage to items shipped by PERMITEE to the LCFB.
13. **INDEMNITY:** The PERMITEE shall release, indemnify, defend and hold harmless the LCFB, Laramie County, Wyoming and their officers, agents employees, successors and assignees from any cause of action, or claims or demands arising out of this agreement or use and occupancy of the premises, parking lots and the LCFB's equipment.
14. **SOVEREIGN IMMUNITY:** Laramie County Fair Board and Laramie County, Wyoming do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, Laramie County Fair Board and Laramie County fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
15. **LAWS:** The construction, interpretation and enforcement of this agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this agreement and the parties.
16. **ASSIGNMENT:** This agreement may not be assigned, transferred or shared with any other person or firm.
17. **TERMINATION:** The LCFB reserves the right to terminate this agreement at any time without cause.

All City, County and State permits and licenses if applicable are the responsibility of the Permitee.

The undersigned agrees to the terms and conditions set forth.

Vendor-Authorized Signature	***Laramie County Fair***
Date	***Date***

Thank you for supporting the Laramie County Fair

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VENDORS AND MEAL VOUCHERS

ONLY APPLICABLE TO FOOD VENDORS

MEAL VOUCHERS do not apply to vendors who do not sell meal items or for vendors who only sell cotton candy, slushes, ice cream, etc.

- Vendors must submit two (2) meal options for employees, superintendents, volunteers and guests to choose from.

  Examples:
  Meal Option 1: Burger, Fries & Drink
  Or
  Meal Option 2: Pulled Pork, Chips & Drink

- Meal vouchers will be issued to employees, superintendents, volunteers and guests to purchase (1) one of the (2) two options.
- The two (2) options must be clearly posted for voucher holders to see.
- These two (2) options will be available the duration of fair.
- **No other items may be purchased with this meal ticket**. Only the meal options.
- No substitutions allowed.
- Any items purchased other than meal options must be paid for by employee, superintendent, volunteer or guest.
- All items in the meal option must be given to the meal ticket holder.
- Both meal options will be reimbursed for the same amount.
- Each voucher submitted will be reimbursed for $7.00 (seven dollars).
- All meal vouchers must be submitted for reimbursement by September 1st of current fair year.
- Meal tickets submitted after September 1st of current fair year will not be reimbursed.
- This form must be submitted with fee, contract & certificate of insurance.

By signing below, vendor agrees to the terms and conditions stated above regarding meal vouchers.

Vendor (Print):_____

Vendor Signature:_____

MEAL OPTIONS SUMBITTED BY VENDOR

OPTION 1	OPTION 2

If you have questions regarding this form contact the Fair Office @ (307) 633-4670 or fairoffice@laramiecountyfair.com

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INSURANCE REQUIREMENTS

PROOF OF CERTIFICATE OF INSURANCE IS REQUIRED BY AUGUST 1ST

Please have insurance agent review for proper certification issuance

VENDORS WITHOUT BUSINESS INSURANCE (Do not own a business):

- **Special Event Liability Insurance including Product Liability Insurance**
- **Endorsements:**
  PERMITEE shall name LCFB and its officers, officials, employees, and volunteers as Additional Insured, including liability for work by or on behalf of PERMITEE and the materials involved. PERMITEE'S insurance agrees to waive right of subrogation against LCFB.
- **Provisions:**
  PERMITEE'S insurance shall be primary and LCFB's insurance is non-contributory.

VENDORS WITH BUSINESSES INSURANCE(Own a business):

- **Commercial General Liability** (equivalent ISO CG 00 01) on "occurrence" form including products and completed operations with limit of **$1,000,000 per occurrence** and **$2,000,000 general aggregate**
- **Business Auto Liability** (equivalent ISA CA 00 01) including hired and non-owned with limit of **$1,000,000 per occurrence**
- **Workers Compensation** per statutory requirement
- **Employer's Liability** with limit of **$1,000,000 each accident**, disease/employee, and disease/policy limit.
- **Endorsements:**
  PERMITEE shall name LCFB and its officers, officials, employees, and volunteers as Additional Insured, including liability for work by or on behalf of PERMITEE and the materials involved. PERMITEE'S insurance agrees to waive right of subrogation against LCFB.
- **Provisions:**
  PERMITEE'S insurance shall be primary and LCFB's insurance is non-contributory.

PERMITEE shall obtain LCFB's approval if PERMITEE'S insurance has: $25,000 SIR/deductible; "claims-made", not "occurrence" form; or A.M. Best rating of B+:VI; or PERMITEE incurs a material increase hazard.