

LARAMIE COUNTY FAIR

2019 VENDOR CONTRACT

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

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, LCF 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 Archer Fairgrounds for no other purpose whatsoever than that described here:

Please select the appropriate booth type and space options for your Concession, Product, or Exhibit/Display below.

Fees reduced for early submission. Completed form and fees must be submitted by dates listed to qualify for reduced rates. Proof of insurance is due by August 1st.

Completed application, insurance & fees submitted **January 1-March 31**

Food/Concessions

Product Vendor

Exhibit/Display/Political

Single Booth (10x10) \$100

Double Booth (10x20) \$150

Other Requested size _____ Price TBD

Ranch Rodeo \$25

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

Completed application, insurance & fees submitted **April 1-June 30**

Food/Concessions

Product Vendor

Exhibit/Display/Political

Single Booth (10x10) \$150

Double Booth (10x20) \$200

Other Requested size _____ Price TBD

Ranch Rodeo \$50

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

Completed application, insurance & fees submitted **After July 1**

Food/Concessions

Product Vendor

Exhibit/Display/Political

Single Booth (10x10) \$200

Double Booth (10x20) \$250

Other Requested size _____ Price TBD

Ranch Rodeo \$75

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

*Refundable Deposit-\$100.00 refundable 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.

Did you participate in our fair last year? _____NO _____YES

If yes, where was your booth located? _____Midway _____ Exhibit Hall _____ Barns _____Archer

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

Please select your requested space location below. LCF reserves the right to assign the location that best suits the Fair and its patrons.

Fair Events @ Archer Fairgrounds-3967 Archer Parkway Cheyenne WY 82009:

_____ Ranch Rodeo @ Archer Fairgrounds Arenas (Electric only, No water hookup)

Select if you have: Trailer _____ Tent _____ Cart _____ Other _____

Fair Week @Archer Fairgrounds-3967 Archer Parkway Cheyenne, WY 82009:

_____ Inside Vendor Area (1 table & 2 chairs provided)

_____ Midway- Select if you have: Trailer _____ Tent _____ Cart _____ Other _____

_____ Barns- Select if you have: Trailer _____ Tent _____ Cart _____ Other _____

Please indicate any special requests below.

Such as Outside Wall, Center Section or Corner Space. Requests are considered but not guaranteed.

Please indicate your electrical and other fuel requirements for vendor booth/space.

_____ 110v Electrical Hook-up-Included

_____ 220v Electrical Hook-up-\$50

_____ Gas/Propane Gas/Propane-Booths utilizing gas/propane must be located OUTSIDE is not furnished by LCF.

Please indicate your camping/RV requirements below. **No Tent Camping Permitted.**

Archer Fairgrounds-3967 Archer Parkway Cheyenne WY 82009:

_____ Dry camping- Must be self-contained RV. No electric or water available.

_____ No space requested

| FOR OFFICE USE ONLY | | Vendor Space | |
|------------------------------|-------|------------------------------|------------------|
| Date Received | _____ | Fair Week | \$ _____ |
| Insurance Certificate Recv'd | _____ | Ranch Rodeo | \$ _____ |
| Paid | _____ | 220 V Electrical \$50 | \$ _____ |
| Check Number | _____ | Camping \$50 | \$ _____ |
| Cash | _____ | Refundable Deposit | \$ 100.00 |
| LCF Staff Approval | _____ | Total Due | \$ _____ |

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THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- DISPLAY TIMES:** The PERMITEE agrees to have BOOTH in place and ready for business no later than 10:00 AM on the first Saturday of Fair. 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, where applicable, please initial:
Fair Week-Saturday through Friday 10:00 am to 8:00 pm daily _____
Ranch Rodeo in place and ready for business by 11:00 am until event ends _____
- 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.
- 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 LCF 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.**
- BOOTH SPACE LOCATION:** It is expressly understood by both parties that space and space location is allocated at the sole discretion of LCF. LCF reserves the right to locate any booth, concession, exhibit or display where it is in the best interest of LCF. LCF reserves the right to cancel or refuse any booth, concession, exhibit or display that is not in the best interest of LCF at any time. PERMITEE may request a location preference; however, PERMITEE clearly understands request is not guaranteed by LCF. 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. LCF 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.
- 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 LCF, 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 required 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 LCF OFFICE.**
- 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.**
- FAIR MEAL TICKETS/VOUCHERS:** The LCF 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 LCF reserves the right to approve or disapprove of meal options submitted.
- 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.**
- 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 LCF, this contract will be consider void and PERMITEE will be removed from the fairgrounds and will forfeit any fees paid to the LCF.
- 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.
- 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 LCF.
- SHIPMENTS:** LCF is not responsible for loss of or damage to items shipped by PERMITEE to the LCF.
- INDEMNITY:** The PERMITEE shall release, indemnify, defend and hold harmless the LCF, 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 LCF's equipment.
- 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.
- 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.
- ASSIGNMENT:** This agreement may not be assigned, transferred or shared with any other person or firm.
- TERMINATION:** The LCF 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 Permittee.

The undersigned agrees to the terms and conditions set forth.

Vendor-Authorized Signature

Laramie County Fair Representative

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 SUBMITTED BY VENDOR

| <u>OPTION 1</u> | <u>OPTION 2</u> |
|-----------------|-----------------|
| | |

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 LCF 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 LCF.

- **Provisions:**

PERMITEE'S insurance shall be primary and LCF'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 LCF 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 LCF.

- **Provisions:**

PERMITEE'S insurance shall be primary and LCF's insurance is non-contributory.

PERMITEE shall obtain LCF'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.