

LARAMIE COUNTY FAIR

2021 VENDOR AGREEMENT

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 Laramie County 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, if applicable, is due by July 1st.

Completed application, insurance & fees submitted January 1-March 31 <input type="checkbox"/> Product Vendor <input type="checkbox"/> Exhibit/Display/Political *\$100.00 deposit required for all vendors.	<input type="radio"/> Single Booth (10x10) \$150 <input type="radio"/> Double Booth (10x20) \$250 <input type="radio"/> Other Requested size _____ Price TBD
Completed application, insurance & fees submitted April 1-June 30 <input type="checkbox"/> Product Vendor <input type="checkbox"/> Exhibit/Display/Political *\$100.00 deposit required for all vendors.	<input type="radio"/> Single Booth (10x10) \$200 <input type="radio"/> Double Booth (10x20) \$300 <input type="radio"/> Other Requested size _____ Price TBD
Completed application, insurance & fees submitted After July 1 <input type="checkbox"/> Product Vendor <input type="checkbox"/> Exhibit/Display/Political *\$100.00 deposit required for all vendors.	<input type="radio"/> Single Booth (10x10) \$250 <input type="radio"/> Double Booth (10x20) \$350 <input type="radio"/> Other Requested size _____ Price TBD

*Deposit- This deposit amount will roll into the booth rental amount. The deposit will only be held if the booth is cancelled before the event. 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 _____ Event Center

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Please describe your Product or Exhibit/Display.

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

Early Fair Events @ Archer Fairgrounds-3801 Archer Parkway Cheyenne WY 82009:

____ Dog Show, Horse Show, Poultry show @ Archer Fairgrounds
Select if you have: Trailer ____ Tent ____ Cart ____ Other ____

Fair Week @Archer Fairgrounds-3801 Archer Parkway Cheyenne, WY 82009:

____ Inside Vendor Area (1 table & 2 chairs provided)
____ Midway- Select if you have: Trailer ____ Tent ____ Cart ____ Other ____
____ Event Center- 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 (not furnished by LCF)

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

Archer Fairgrounds

____ Electric-\$75 for the week- Space may be limited.
____ Dry camping-\$50 for the week- Must be self-contained RV. No electric or water available.
____ No space requested

*All vendors will be allowed on grounds on Friday, August 6th from 5:00-8:00 pm.

FOR OFFICE USE ONLY		Vendor Space	
Date Received	_____	Fair Week	\$ _____
COI Received	_____	220V Electrical \$50	\$ _____
Paid	_____	Camping	\$ _____
Check Number	_____	Deposit	\$ 100.00
Cash	_____	Total Due	\$ _____
LCF Staff Approval	_____		

LARAMIE COUNTY FAIR

2021 VENDOR AGREEMENT

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 the following:**
-Fair Week-Saturday, August 7th through Saturday, August 13th 10:00 am to 8:00 pm daily _____ (Last Saturday, August 14th will be 10:00 am to 3:00 pm)
-Ranch Rodeo in place and ready for business by 11:00 am until event ends _____
- DEPOSIT:** This deposit amount will roll into the booth rental amount. The deposit will only be held if the booth is cancelled before the event. 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 **July 23rd** 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 July 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.**
- 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, 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.
- 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 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 Permitee.

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

Please submit entire agreement to:

3801 Archer Parkway

Cheyenne, WY 82009

Email- fairoffice@laramiecountyfair.com or Fax- 307-775-7353

LARAMIE COUNTY FAIR

2021 VENDOR AGREEMENT

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.

LARAMIE COUNTY FAIR

2021 VENDOR AGREEMENT

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