

LARAMIE COUNTY FAIR

2022 PRODUCT 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 together by dates listed to qualify for reduced rates. Proof of insurance is due by July 1st.

Completed application & fees submitted **January 10-March 31**

Product Vendor

Exhibit/Display/Political

Single Booth (10x10) \$150

Double Booth (10x20) \$250

*No booths larger than 10x20 will be permitted due to space limitations

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

Product Vendor

Exhibit/Display/Political

Single Booth (10x10) \$200

Double Booth (10x20) \$300

*No booths larger than 10x20 will be permitted due to space limitations

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

Product Vendor

Exhibit/Display/Political

Single Booth (10x10) \$250

Double Booth (10x20) \$350

*No booths larger than 10x20 will be permitted due to space limitations

*No deposits will be collected. All funds collected are applied to the full rental fee. If the booth is cancelled 30+ days in advance, \$100 of your payment will be retained. If you cancel within 30 days of the event, no refunds will be made.

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.*

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 whether you require electrical (Only electrical needs listed here will be provided during Fair. If your request is not available, we will let you know at the time of booking)

Yes What amp? _____
 No

Please indicate your RV requirements below. No Tent Camping Permitted.

Archer Fairgrounds-3801 Archer Parkway Cheyenne WY 82009:

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 5th from 5:00-8:00 pm.

| FOR OFFICE USE ONLY | | Vendor Space | |
|---------------------|-------|--------------|----------|
| Date Received | _____ | Fair Week | \$ _____ |
| COI Received | _____ | Camping | \$ _____ |
| Paid | _____ | | |
| Check Number | _____ | Total Due | \$ _____ |
| Cash | _____ | | |
| LCF Staff Approval | _____ | | |

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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. If the booth is not open during the specified hours, you will be asked to leave and your rental fee will be retained. **Please initial the following to verify that you understand the hours that you must be open and operational:**
-Fair Week-Saturday, August 6th through Saturday, August 13th 10:00 am to 8:00 pm daily _____ (Last Saturday, August 13th will be 10:00 am to 3:00 pm)
- PAYMENT:** Payment will be made in full to Laramie County Fair when turning in the application. 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.
- 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

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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 "Laramie County" 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 "Laramie County" 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.