

Elbert County Fair

Vendor User Agreement Policies and Procedures

Check-In, Set-Up & Teardown

Check in for all vendors will be THURSDAY, AUGUST 3, 2023, from 1:00 PM-6:00 PM. PLEASE NOTE: THE FAIRGROUNDS is open and BUSY on Thursday; we ask you to exercise extreme caution during your check-in/unloading process. THURSDAY, once unloaded, your vehicle will not be allowed to be parked near the building. PARKING IS STRICTLY ENFORCED Thursday through Sunday. VENDOR PARKING IS IN THE GENERAL PARKING AREA, NO EXCEPTIONS! DAILY UNLOADING OF INVENTORY IS ALLOWED BEFORE THE VENDOR HALL OPENS TO THE PUBLIC, BUT VEHICLES MUST THEN BE RELOCATED TO GENERAL PARKING.

If you have an indoor booth, tables and chairs will be set up prior to your arrival. Your name will be taped to the table of the booth assigned to you. Outdoor vendor space will also be indicated prior to arrival. All vendors, indoors and outdoors, will be expected to be cleaned up and checked out no later than 7pm on Sunday, August 7th.

Accident Management

In the case of an accident or emergency, vendor agrees to cooperate with Fair and Fairgrounds Management. All accidents, occurrences, and incidents must be reported to Elbert County Fairgrounds Management as soon as possible, but not later than the next business day. Reports must include:

1. Name, address and telephone number of the injured person or persons.
2. Name, address and telephone number of any witnesses.
3. A description of the accident (how, when, and where it happened).
4. A description of the extent of bodily injury or property damage.

Cancellation/Vendor No Show

Elbert County is not responsible for any consequences, monetary or otherwise, due to cancellation by vendor. Refunds will NOT be given for cancellations requested after July 1, 2023. If a vendor cancels prior to July 1, 2023, a full refund will be granted. If the vendor cancels after July 1, 2023 or fails to attend the Fair, no refund will be given. If Elbert County cancels this event for any unforeseen reason or act of God, then all monies paid to Elbert County by the vendor shall be refunded. Remedies for such cancellations shall be limited to the amount received under this agreement.

Certificate of Insurance

Any and all vendors providing an activity (i.e. pony rides, machine demonstrations, rock climbing, etc.) **or selling food** must procure and maintain, at its own expense, insurance with insurers with an A- or better rating as determined by Best's Key Rating Guide, the following policy of insurance: Commercial General Liability Insurance. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy will contain a severability of interests provision. The policy will also include all phases of the event (set up preparation, actual event, specific hours of occupancy and cleanup). The required certificate(s) of insurance will name Elbert County, Colorado, its officers and employees as additional insured and also name the specific event and dates being insured. The required certificate(s) of insurance must be provided by August 3, 2023, prior to occupying a booth at the Elbert County Fair. The vendor will not be permitted to occupy or use a booth unless and until the required insurance is provided.

General Policies

Elbert County Government retains control and management of the Elbert County Fairgrounds at all times, and shall have the right at all times to enforce all rules and regulations described hereto, and shall have the right to eject all persons who fail or refuse to comply with rules and regulations.

Fire Safety Standards

All fire regulations in the Uniform Fire Code (UFI) as amended and adopted by the Kiowa Fire Protection District shall be strictly observed. Fairgrounds Management will work with each vendor during set-up times to ensure compliance with UFC.

General Compliance

All vendors agree to comply with all applicable governmental agencies, ordinances and statutes.

Health Permit Requirements

All food vendors are required to possess or obtain a state approved food vendors' license/permit (a DENVER City or County License is not acceptable). If you do not have one that is current, **please contact Elbert County Health Department for the requirements.**

Contact Information: Stacey Rinehart

Email: stacey.rinehart@elbertcounty-co.gov

Phone: 303-621-3193

The following items **MUST BE SUBMITTED BY JULY 1, 2023** along with the 2023 Elbert County Fair Vendor Application Packet:

1. Check for appropriate fees
2. Health Permit License
3. Menu of items to be served

Indemnification

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless Elbert County, their officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Elbert County Fair, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of vendor, any officer, employee, representative or agent of the vendor, anyone directly or indirectly employed by the vendor, or anyone for whose acts as the vendor may be liable; provided, however, that directly or indirectly employed by the vendor, or anyone for whose acts as the vendor may be liable; provided, however, that except for worker's compensation, disability benefits or other similar employee benefit claims, vendor is not obligated to indemnify the county hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any negligent act or omission of the County, or their agents and employees. Vendor's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. With respect to any and all claims against the County or any of their officers, employees or agents by any employee or vendor or anyone directly or indirectly employed by vendor, or anyone for whose acts as vendor may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the vendor, under worker's compensation acts, disability benefit acts, or other employee benefit acts. Under Colorado law, an equine professional is not liable for any injury or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

Liability Limitations of Parking

Elbert County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property or at any location for the purpose of attending the Elbert County Fair. Vendors who park in any non-designated area do so at their own risk and may be ticketed and/or towed at their own expense.

Limitation of Liabilities

Notwithstanding anything herein to the contrary, Elbert County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the Elbert County facilities, however arising, including failure of voice or data lines, even if Elbert County has been advised of the possibility of such damages. Elbert County liability will in no event exceed the amount received under this agreement for damages arising out of, relating to, or in any way connected with the use agreement. **Users of Elbert County facilities are advised to procure event cancellation insurance.** Elbert County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under this agreement.

Lost or Stolen Articles

Elbert County shall NOT be responsible, under any circumstances, for property of the vendor while on the Elbert County Fairgrounds. Elbert County is NOT responsible for any loss of articles or equipment left unattended in any facility. Vendor assumes all responsibility for any goods or material, which may be placed before, during, or after the fair.

Merchandise Restrictions

Vendors MAY NOT sell firearms, ammunition, fireworks, or other potentially dangerous or offensive merchandise. This includes #cap snappers”. Elbert County reserves the right to reject the services of any vendor.

Photos

Elbert County Fairgrounds may take photos of the County Fair and participants. These photos shall be the property of Elbert County and may be used by Elbert County for education or promotional materials. Any public display or photos or video of any Elbert County Fair event for public dissemination without express written consent from the Elbert County Fair is strictly prohibited.

Sales Tax Collection

Vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with Elbert County, the town of Kiowa and the State of Colorado. It is the vendor's responsibility to collect all taxes. ALL vendors selling retail at the Elbert County Fair are required to have a Colorado Sales Tax License or a Special Events Sales Tax number as assigned by the Colorado Department of Revenue. All for profit vendors must include a 1.5% sales tax for the Town of Kiowa. Please include this figure when sending in your Colorado State Sales Tax.

Town of Kiowa Requirements

The Town of Kiowa requires ALL RETAIL AND FOOD VENDORS to obtain a Transient Dealer Business License. The application is enclosed in this packet with applicable fees and should be mailed with a separate check to them.

Payment Procedure

FULL PAYMENT is due with Vendor Application Packet. Elbert County accepts personal, business, cashier checks or money orders. Any checks returned by the bank for any reason will be assessed the actual return fees charged to Elbert County.

We apologize for any inconvenience, but we are not able to accept electronic payment. Check or money order is our only accepted form of payment.