

The Ranch, Larimer County Fairgrounds & Events Center

***Your completed application form, with your signature, will confirm to us that you have read and understood all the rules and regulations regarding the Larimer County Fair & Rodeo.

The Larimer County Fair is free to attend and park! You don't need a vendor pass to enter the event.

FACILITY INFORMATION

The Larimer County Fair is held at The Ranch Events Complex in Loveland, Colorado.

FACILITY RULES

- Exhibitor must keep their exhibit open and staffed during ALL event times
- **Tearing down/leaving the Fair early is not permitted.**
- Outdoor vendors must supply their own tables, chairs, sand bags, or other hold down devices. Water barrels are for rent.
*****Limited supply.**
- NO POP UP TENTS or canopies (in accordance of fire code) inside expo hall
- There is no on-site storage
- No smoking within 20 ft of the building
- Pets must be on a leash at all times outside and please clean up after them
- **No loading or unloading through glass doors**
- Please protect our floors and wall- no duct tape. Gaff tape only. Purchase from The Ranch.
- ALL CHILDREN MUST BE SUPERVISED BY AN ADULT AT ALL TIMES
- Please bring your own extension cords. We do not supply extra extension cords.

ACCEPTANCE

This application becomes a binding contract when accepted by The Larimer County Fair & Rodeo. You will receive a confirmation email upon acceptance along with any additional instructions that may be necessary. Final event details and load-in instructions will be sent the week prior to the event via email only.

CODE OF CONDUCT

The Exhibitor shall conduct the operation of their exhibit, display, or concession in a respectful, quiet and orderly manner at all times. Exhibitors should maintain the contents of their displays, menus and prices according to the information submitted with the contract. The booth and aisle in front of, or beside of the booth, should be clean and free of trash at all times. All garbage should be secured before disposal in recycle / waste receptacles. **Removal or Cause for Eviction - At any time, an exhibitor may be subjected to eviction from their booth and/or the Larimer County Fair & Rodeo without refund of booth fees for misconduct, harassment or disrespect of the Larimer County Fair & Rodeo officials, The Ranch Staff, security, attendees or fellow exhibitors.**

INSURANCE

All vendors participating in the 2016 Larimer County Fair are required to submit a certificate of liability insurance. Contractor shall, at its sole expense, provide general liability insurance covering all of its activities and the activities of its agents, subcontractors and invitees hereunder in the following minimum amounts: for injury to any single person in any single occurrence, \$1,000,000.00; for injury to two or more persons in any single occurrence, \$1,000,000.00. The County shall be named as the certificate holder and additional insured: The Ranch, Larimer County Fairgrounds & Events Complex, 5280 Arena Circle, Loveland, Colorado 80538. The Contractor shall provide to the County a certificate of insurance evidencing that adequate insurance has been provided. If you do not have insurance, you may purchase individual insurance through The Ranch. If you do not provide insurance, you will not be allowed into the Larimer County Fair. Please contact Erin Rome for questions at 970.619.4114.

CANCELLATION

All cancellations must be in writing and one subject to all of the terms and conditions of this Agreement. **NO REFUNDS** will be issued after **July 7th, 2017**.

SET-UP AND TAKE DOWN FOR INDOOR EXHIBITION HALL AND OUTDOOR VENDORS

Starts Thursday, August 3rd from 8:00 a.m. to 6:00 p.m. and Friday, Aug. 4th from 8:00 a.m. to 3:00 p.m.

All booths are to be set-up **NO LATER** than 3:00 p.m., Friday, Aug. 4th.

Vendors who arrive after 3:00 p.m. will not be permitted to set-up, NO EXCEPTIONS!

The Fair opens at 4 p.m. on Friday, August 4th, 2017.

Accessibility to indoor booths will be hereafter one hour prior to opening to the public during the fair. Indoor booth take down will not be permitted until after **8:00 p.m., Tuesday, August 8th, 2017**. Violators to this rule will not be permitted to return the following year. Outdoor booths may use their discretion on closing past 10pm as the carnival is scheduled to shut down at midnight each night during the Fair. Outdoor and Indoor vendors will need to **take down their booth by 10 a.m. on Wednesday, August 9th, 2017**

Hours of Operation

****Due to later Carnival hours, outdoor booths can stay open past above times per the discretion of the vendor.**

Dates	Indoor Exhibition Hall	**Outdoor Exhibition Hall
Friday, August .4 th	4:00pm-10:00pm	4:00pm-10:00pm
Saturday, August .5 th	10:00am-10:00pm	10:00am-10:00pm
Sunday, August .6 th	10:00am-9:00pm	10:00am-9:00pm
Monday, August .7 th	4:00pm-9:00pm	4:00pm-9:00pm
Tuesday, August .8 th	4:00pm-8:00pm	4:00pm-8:00pm

OPERATION

Exhibitors must keep their exhibit open and staffed at all times during the event hours. **The Larimer County Fair & Rodeo** reserves the right to restrict exhibit to a maximum noise level, and to suitable methods of operation and display of materials. Exhibitors will not be allowed to “vend” from racks and/or tables that are not located completely within the rented space. If for any reason an exhibit or its contents is deemed objectionable, the exhibit will be subject to removal. This reservation includes, but is not limited to, persons, things, conduct, printed matter or any item of poor character that **The Larimer County Fair & Rodeo**, in its sole discretion, considers objectionable. In the event such an eviction or restriction occurs, all monies paid by Exhibitor shall be forfeited. Each exhibit must remain within the confines of its space(s). Attendants, models, and other employees must confine their activities to the space(s) occupied by the Exhibitor. Approved handouts, including literature and souvenir items, and any and all promotional materials, can be distributed only from the Exhibitor’s space.

Literature and /or other promotional materials cannot be handed, out, left for display, or otherwise distributed in any other area at any time without prior written permission from **The Larimer County Fair & Rodeo**. No solicitation of any sort shall be conducted outside of Exhibitor’s space. Please note: No fastening devices (i.e. stakes, etc.) are permitted to penetrate asphalt or irrigated areas. Outdoor vendors must supply their own tables, chairs, sand bags, or other hold down devices.

SECURITY

Security will be provided 24 hours each day of the Fair and every effort will be made to keep the grounds secure and your equipment safe. Larimer County Fair and its management are not responsible for any theft, damage, etc. that may occur during the Larimer County Fair & Rodeo.

ELECTRICITY

Electrical outlets at the Larimer County Fairgrounds are extremely limited. Plan to be as self-sufficient as possible. If you must have electricity, plan to bring your own extension cords with you as these are not supplied by the fairgrounds. PLEASE be *very* specific when stating your electrical needs on the application form. For outdoor booths, there is a surcharge for electricity of \$75 for 110v and 220v.

PARKING

All vehicles must be parked outside of the fenced area or outside the interior campus in any paved parking lot. Parking is free during this event.

LODGING

There are NO campsites available.

RESTRICTED MERCHANDISE

Vendors may NOT sell fireworks or other potentially dangerous or offensive merchandise. This includes “cap snappers.” No space either indoor or outdoor will be rented to serve food other than packaged nuts, candies, etc. without completing a food booth application. (Call 970.619.4050 for more information.)

SALES TAX (SMALL CHANGE HERE TO SALES TAX)

EXHIBITOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF ALL APPLICABLE COLORADO SALES AND USE TAX AND ITS SUBSEQUENT REPORTING AND DISBURSEMENT TO THE COLORADO DEPARTMENT OF REVENUE. EXHIBITOR SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PERMIT AND LICENSE FEES. The sales tax rate is 6.65% (3% Loveland, 2.9% State, 0.8% Larimer County). The City of Loveland **does not** require a sales tax license for vendors participating in a special event, but vendors must download a Special Event Form and submit taxes to the City of Loveland. Visit <http://www.ci.loveland.co.us/index.aspx?page=472> for City of Loveland Vendor Information and to download a Special Event Form. The State of Colorado does require a special event license when a vendor does not have a Colorado Sales Tax License. Download license application and information at <http://www.colorado.gov/cms/forms/dor-tax/dro589.pdf>

FIRE, SAFETY & HEALTH REGULATION

Exhibitor agrees to comply with local, city and state laws, ordinances and regulations covering fire, safety, health and all other matters. All exhibit equipment and materials will be reasonably located within the space and protected by safety guards when appropriate.

NO SUBLETTING OR ASSIGNMENT

No subletting, assignment or subdividing of space by any Exhibitor shall be permitted without the prior written permission of the Larimer County Fair & Rodeo. NO EXCEPTIONS.

LIABILITY

Neither The Larimer County Fair & Rodeo, The Ranch, Larimer County Fairgrounds, Larimer County nor any sponsor associated with the event, their officers, directors, agents and employees (“Releases”) are responsible for any injury, loss or damage from or to any Exhibitor, its staff or property. Exhibitor, upon execution of this contract, expressly releases the Releases from any and all claims for loss, damage or injury and agrees to indemnify Releases against such claims. To prevent lost or stolen articles, all items must be securely fastened to display boards or locked up when space is unattended. Limited overnight security will be provided at all times. The Larimer County Fair & Rodeo shall not be held responsible for the Exhibitor’s merchandise. All exhibitors are responsible for proper protection of their merchandise. Any and all restrictions enforced or imposed by The Larimer County Fair & Rodeo must be observed by Exhibitor. The Larimer County Fair & Rodeo officers, directors, agents and employees secure the right to ask a vendor to leave the premises. No responsibility is assumed by The Larimer County Fair & Rodeo for goods delivered to The Ranch, or for materials left in the exhibit space. Exhibitors wishing to insure their display materials or components thereof, including merchandise, must do so at their own expense.

The parties expressly acknowledge and agree that no employer employee relationship exists between Exhibitor and The Larimer County Fair & Rodeo and that Exhibitor is acting as an independent contractor at all times material hereto.

Exhibitor shall, at its own expense, procure and maintain in effect during the event, commencing with the time Exhibitor enters the Ranch space area to set up operations, and ending with the time the Exhibitor dismantles and removes all material from the Ranch space(s), General Liability insurance including Products Liability, \$1,000,000 per occurrence, Auto Liability Insurance \$1,000,000 per occurrence and Statutory Workmen’s Compensation insurance coverage. *Exhibitor must name The Larimer County Fair & Rodeo, The Ranch, Larimer County and their directors, officer, employees and agents, as additional insured.*

The Larimer County Fair & Rodeos’ liability is limited to items expressly assumed herein. In no event shall The Larimer County Fair & Rodeos’ liability exceed the amount of rental agreed hereunder. UNDER NO CIRCUMSTANCES SHALL THE LARIMER COUNTY FAIR & RODEO BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OR EXPENSES. THE LARIMER COUNTY FAIR & RODEO SHALL NOT BE SUBJECT TO ANY LIABILITY OR OBLIGATION NOT EXPRESSLY ASSUMED HEREIN, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT OR OTHER THEORIES OF LAW, AND EXHIBITOR WARRANTS AND AGREES TO INDEMNIFY THE LARIMER COUNTY FAIR & RODEO FROM SUCH LIABILITY AND SUCH INDEMNITY SHALL INCLUDE INDEMNIFICATION FROM CLAIMS BY EXHIBITORS’ EMPLOYEES OR AGENTS.

If for any reason the event is not held, Exhibitor’s deposit and fees will be refunded in their entirety, except for any cost already incurred on behalf of the Exhibitor. The event will not be cancelled because of weather; therefore, no refunds will be given as a result. Exhibitors are responsible for protecting themselves and/or their property against the weather.

CONSTRUCTION, VENUE, SEVERABILITY

This contract shall be governed by and construed in all respects by the laws of the State of Colorado. The parties hereto agree that the only proper venue for any cause of action arising hereunder shall be in the state courts of the State of Colorado and Exhibitor hereby consents to the jurisdiction of such courts. In the event that any provision of this contract is declared void or unenforceable by any competent legislative or judicial authority, said declaration shall not affect the enforceability of any other provision, it being the intent of the parties that this contract shall be severable and applied as if such void or unenforceable provision had not been included herein.

For more information on booth spaces, please contact Erin Rome at 970.619.4114.

To see a complete schedule of events and updates please visit:

www.larimercountyfair.org

