



## Vendor/Exhibitor Application

**Adams County Stars & Stripes - July 3, 2017  
4:00 p.m. to 10:00 p.m.**

**Vendor booth - \$150.00 which includes a 10 x 10 space &  
1 – 20 amp power service (no exceptions)**

**Adams County Regional Park Complex  
9755 Henderson Road, Brighton CO 80601  
Phone 303.637.8000 - Fax 303.637.8015**

Business/Company (the “exhibitor”) \_\_\_\_\_

Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

Cell Phone \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Company website address \_\_\_\_\_

List all items/products to be sold:

**Adams County’s beverage sponsorship is provided by Swire Coca-Cola. If you plan to sell soda, water or energy drinks they must be Coke products.**

Federal Tax Identification Number or Social Security Number \_\_\_\_\_

Does anyone in Adams County Government work for you or have any other financial interest in your business?

If yes, please explain \_\_\_\_\_

Exhibitor is required to submit the following materials and only complete applications will be processed.

1. Completed exhibitor application.
2. Full payment of the booth fee
3. Make check or money order payable to Adams County Parks. (\$25.00 charge for returned checks)
4. Photo of Booth, and a complete description of items to be sold, demonstrated, etc.
5. Certificate of Insurance naming Adams County as an additional insured.
6. Copy of Sales Tax License if applicable.
7. Approval from Tri County Health Department. (food vendors only)

**Applicant Approval:**

1. Approval and selection of vendors will depend on product type, quality, pricing, and exhibitor history.
2. Adams County reserves the right to deny rental of a commercial booth space(s).
3. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt.
4. Selection of any application does not imply endorsement by Adams County of the exhibitors' products or services.

I have read and agree to all contractual provisions as set forth in this Commercial Exhibitor Application.

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Exhibitor Signature

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Date Signed

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Fair Management Signature

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Date Signed

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**OFFICE USE ONLY**

Space Location: **3<sup>rd</sup> of July**    Space Number:

\$ \_\_\_\_\_ Paid \_\_\_\_\_, Balance Due \$ \_\_\_\_\_ Document # \_\_\_\_\_

\$ \_\_\_\_\_ Paid \_\_\_\_\_, Balance Due \$ \_\_\_\_\_ Document # \_\_\_\_\_

**Adams County Vendor Rules and Regulations****1. Exhibitor Approval and Selection:**

Approval and selection of vendors will depend on product type, quality, and pricing and exhibitor history. Adams County reserves the right to deny rental of a commercial booth space(s). Previous participation in any event produced by Adams County does not give an exhibitor priority treatment. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt. Selection of any application does not imply endorsement by the Adams County of the exhibitors' products or services.

**2. Cancellation and Termination:**

In the event of cancellation for any reason by the exhibitor, monies paid shall be refunded only if the County is able to resell the booth space. If the County is unable to resell the booth space, then no monies shall be refunded. Cancellations must be received no later than thirty (30) days prior to July 3, 2017. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the event. Adams County shall also have the right to immediately terminate this Application for cause, by providing written notice to Exhibitor, should Exhibitor fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Application.

**3. County Access to Exhibitor Booth Space:**

Adams County and its employees, agents, assigns or volunteers, shall have access to any Exhibitor space/premises at all times. Exhibitor is responsible for securing personal items and the County is not responsible for lost or stolen items.

**4. Location of Exhibits:**

Adams County Parks Management reserves the right to relocate or cancel any exhibit or display that it determines is not in the best interest of the event.

**5. Motorized Vehicles:**

The use of any self or motor powered vehicle such as ATV's (4-wheelers), bicycles, scooters, skateboards, golf carts, roller blades or other skates is NOT PERMITTED. Exceptions are made for the mobility impaired, approved event staff and police/emergency personnel.

**6. Exhibitor Conduct and Booth Space Appearance:**

Exhibitor shall conduct the operation of the exhibit, display or concession in a quiet and orderly manner at all times and shall keep the booth space display area neat, clean and free from rubbish. Exhibitor is responsible for the appearance, maintenance and attractive condition of the booth space. Exhibitor is required to keep clean at all times the 5' space immediately surrounding the booth space. Exhibitor is responsible for the proper disposal of all waste products. All refuse must be secured in plastic bags before depositing in the designated trash containers. Violation of this paragraph may result in the loss of booth space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental fee will be authorized under such circumstances.

- a. Exhibitor should make provisions to protect their display from sun, wind and inclement weather. Exhibitor must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.
- b. Tents should be made with a durable, fire resistant material; no tarps are permitted at the Adams County event. Tents larger than a 10 x 10 must be approved through Brighton Fire Rescue District.
- c. Exhibitor's staff should be neat, clean and attentive to customers.
- d. If an item is not related to your space's theme or product(s) do not enhance the appearance of your space or is not for sale, it does not belong in the view of the public. Cardboard boxes, storage containers, novels, and miscellaneous sundries should become part of the "backstage" area and not part of your booth decoration.

**7. Sound Devices:**

Exhibitors shall obtain permission from the Adams County Parks Management for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that said use will not interfere with any other displays or exhibit. The Adams County Parks Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

**8. Set-Up:**

Exhibitor agrees to have their exhibit in place by 3:30 p.m. on Monday, July 3, 2017 and fully operational by 4:00 p.m. If exhibitor has not moved in and completed set up by 3:30 p.m. on July 3, 2017, Adams County Parks Management reserves the right to resell the booth space. No monies shall be refunded for NO SHOWS.

**9. Tear Down:**

All exhibitors must remain fully intact and operational until 10:00 p.m. on Monday, July 3, 2017. Early teardown will result in denial of future participation in the Adams County Stars & Stripes Celebration.

**10. Changes or Alterations:**

This application contains the entire agreement between the parties related to the rental and operation of a booth at the Adams County Stars & Stripes Celebration. There will be no change, alteration, variation or deviation from the terms of this application unless the same is made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future that is not incorporated herein shall have any binding force or effect on this agreement.

**11. Force Majeure:**

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood earth quakes, or other acts of God.

**12. Electrical Cords:**

- a. All equipment, regardless of source of power, must comply with all national, state, and local safety codes.
- b. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.
- c. Cords shall be plugged directly into approved receptacle.
- d. Do not overload extension cords, or use octopus fixtures, which enable things to run from a single outlet.
- e. Do not repair damaged cords with tape, REPLACE THEM.
- f. Adams County Parks shall not be responsible for any electrical power surges or any loss of business due to outages.

**13. No Exclusives:**

Adams County strives to maintain a balance of exhibitors and will not grant exclusive product sales to any vendor.

**14. Sales Tax:**

All exhibitors are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Secretary of State's Office at 303-534-1208 or 1-800-332-2085.

**15. Aisles:**

All aisles shall be kept clean of debris. No interviews, demonstrations, distribution of literature or similar activity shall be permitted outside the exhibit space.

**16. Insurance:**

Exhibitors are required to provide a Certificate of Insurance showing a one-million dollar Comprehensive General Liability policy naming Adams County as an additional insured. The Certificate of Insurance must be valid for Monday, July 3, 2017.

Food vendors are required to provide a Certificate of Insurance showing a three-million dollar Comprehensive General Liability policy naming Adams County as an additional insured. The Certificate of Insurance must be valid for Monday, July 3, 2017.

**17. Indemnification and Release of Liability:**

Exhibitors shall indemnify and hold Adams County and their respective officers, employees, agents, volunteers and subsidiaries harmless from any and all claims, liabilities, or other damages of any nature whatsoever, including costs, and attorney's fees, relating to the performance of this agreement.

**18. Lost and Found:**

Lost and found is located at the Adams County Parks Office.

**19. Independent Contractors:**

Contractor shall undertake and perform the services of this agreement as an independent contractor and is solely responsible for obtaining and maintaining adequate Worker's Compensation Insurance, personal injury and property insurance, and that all personnel employed by Contractor are not and shall not be employees, agents or servants in the County. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this agreement.

**20. Compliance with C.R.S. § 8-17.5-101,ET. SEQ:**

Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference

**21. Compliance with Laws and Required Conduct:**

Exhibitor must abide by all local, state, & federal laws, rules and regulations at all times during the course of this agreement. Failure to comply with the terms of this agreement or any misconduct including harassment or mistreatment by any vendor of the Health Department Officials, Adams County Staff, Adams County Sherrieff's Office Staff, attendees or fellow exhibitors may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

**I HAVE READ AND AGREE TO FOLLOW THE RULES AND REGULATIONS AS SET FORTH IN THE ADAMS COUNTY FAIR RULES AND REGULATIONS AGREEMENT.**

\_\_\_\_\_  
**Exhibitor's Signature/Date**

## **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

## **CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will

participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.