



**ADAMS COUNTY FAIR
EXHIBITOR CONTRACT**
July 31 – August 4, 2019
9755 Henderson Road, Brighton CO 80601
www.adamscountyfair.com
Phone 303.637.8007

Company (the exhibitor) _____

Contact _____

Mailing Address _____

City _____ State _____ Zip Code _____

Phone _____ Other Phone _____

Email _____

Company website _____

List all items/products to be sold or displayed

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. Only complete contracts will be processed. The Adams County Fair does not hold exhibitor spaces.

1. Completed exhibitor contract. (Entire single-sided copy)
2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)
3. Complete description of items to be sold, demonstrated, etc.
4. Certificate of Insurance naming Adams County as an additional insured.
5. Copy of Sales Tax License, if applicable.

Exhibitor Approval and Selection:

1. Approval and selection of exhibitors are dependent upon product type, quality, pricing, and exhibitor history.
2. Adams County reserves the right to deny rental of a commercial booth space.
3. Previous participation in the Adams County Fair does not give an exhibitor priority treatment.

4. 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.
5. Selection of any contract does not imply endorsement by the Adams County Fair of the exhibitors' products or services.
6. Exhibitors will be notified by email as to the status of their contract.
7. The balance of booth space fees is due no later than July 3, 2019. Failure to make full payment of the booth space fee by this date will result in booth assigned on an as available basis and may result in forfeiture of booth space and any monies paid.

EXHIBITOR BOOTH FEES:

Size of booth	Includes	Fee	Quantity	Total
10x10 Outside Booth	One (1) exhibitor parking pass – lot E	\$285.00		\$
10x10 Exhibit Hall Interior Booth	Space is piped & draped; one 6'x30" table; 2 chairs; limited Wi-Fi; one (1) exhibitor parking pass – lot E	\$300.00		\$
10x10 Exhibit Hall Corner Booth	Space is piped & draped; one 6'x30" table; 2 chairs; limited Wi-Fi; one (1) exhibitor parking pass – lot E	\$350.00		\$
110 Volt Electricity	20 Amps *limited availability	\$100.00		\$
	General Parking Pass – lots A & F	\$25.00		\$
Grand Total				

I have read and agree to all contractual provisions as set forth in this exhibitor contract.

Exhibitor Signature

Date Signed

Fair Management Signature

Date Signed

OFFICE USE ONLY

Space Location: _____ Space Number: _____

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

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

Adams County Fair Exhibitor Rules and Regulations

1. Contract Packet:

Exhibitor is required to submit the following materials; only complete contracts will be processed. The Adams County Fair does not hold exhibitor spaces and will not process contracts without a deposit.

1. Completed exhibitor contract.
2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)
3. Photo of booth (if applicable) and complete description of items to be sold, demonstrated, etc.
4. Certificate of Insurance naming Adams County as an additional insured.
5. Copy of Sales Tax License if applicable.

2. Exhibitor Approval and Selection:

Approval and selection of exhibitors will depend on product type, quality, and pricing and exhibitor history. Adams County reserves the right to deny rental of a commercial booth space. Previous participation in the Adams County Fair 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 contract does not imply endorsement by the Adams County Fair of the exhibitors' products or services. Exhibitors will be notified of the status of their contract by mail or email.

3. Booth Space Fees:

Balance of the booth space fee amount is due no later than July 3, 2019. Failure to make full payment of the booth space fee by this date will result in booth space assigned on an "as available" basis and may result in forfeiture of booth space and any monies paid.

4. 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 July 1, 2019, or deposits may be forfeited. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the Adams County Fair. The Adams County Fair shall also have the right to immediately terminate this contract 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 contract.

5. County Access to Exhibitor Booth Space:

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

6. Location of Exhibits:

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

7. Motorized Vehicles:

No vehicles are allowed to travel on the Fairgrounds at any time during the Adams County Fair operational hours. During set up, tear down and resupply times in the morning anyone driving any type of motorized vehicle onto the fairgrounds must drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 mile per hour at all times.

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

8. Vehicle Display:

Displayed vehicles and equipment having gasoline or any other flammable fuel reservoirs shall be emptied, fuel caps shall be sealed and taped, and batteries or other electrical sources shall be disconnected. Such vehicles and equipment shall be subject to inspection by the Fire Marshall at any time.

9. Propane Tanks:

Propane tanks must have a permit tag from the Brighton Fire Protection District.

10. 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 and clean. 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 and acknowledges there is possibility of severe wind and weather during the Fair.
- b. Exhibitor must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.
- c. Tents should be made with a durable, fire resistant material; no tarps are permitted at the Adams County Fair. All tents over 10 x 10 must be approved by Greater Brighton Fire Protection District.
- d. Sidewalk areas around the booth and aisles must be kept open at all times. No products can be displayed in these areas.
- e. Exhibitor's staff should be neat, clean and attentive to customers.
- f. If an item is not related to the booth theme, does not enhance the appearance of the space, or is not for sale, it should not be in view of the public. Cardboard boxes, storage containers, novels, and miscellaneous sundries should be part of the "backstage" area.
- g. Exhibitor shall maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. Exhibitor shall keep the premises and every part in a clean and wholesome condition free of any objectionable noises, odors or nuisances.
- h. Exhibitor is responsible for cleaning his/her own booth space area at the end of each day. Exhibitor is required to place all trash in trash receptacles. County clean-up personnel will not enter the booth space area.

11. Sound Devices:

Exhibitors shall obtain permission from Fair 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 Fair Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

12. Promotional Items:

Promotional items may be distributed only from designated booth spaces. No food, beverage or alcoholic beverages may be given away without prior approval from the Adams County Fair and Tri County Health Department.

The Adams County Fair does not have nor will it provide special accommodation for refrigerated products being displayed or sold by any exhibitor.

13. Set-Up:

Exhibitor check-in is on Tuesday, July 30th from 9:00am to 5:00pm. Exhibitor must check in on Tuesday to receive their parking pass and information packet. Exhibitors do not need to set up at this time, but booths will be available for set up.

Exhibitor agrees to have their exhibit or display in place prior to the opening of the Fair, and fully operational by 4:00pm, July 31st. If exhibitor has not moved in and completed set up by 4:00pm, Adams County reserves the right to resell the booth space. No monies shall be refunded for no shows.

14. Tear Down:

All indoor booth spaces must remain intact and operational until 10:00pm on Sunday, August 4th. All outdoor booth spaces must remain intact and operational until 12:00am on Sunday, August 4th. Early teardown will result in denial of future participation in the Adams County Fair. Due to the consistent heavy flow of traffic on Sunday, tear down will be Monday, August 5th at 8:00am.

Exhibitors located in outdoor booths are not permitted to drive vehicles into the midway due to the heavy flow of patrons. Only foot traffic will be permitted.

15. Changes or Alterations:

This contract contains the entire agreement between the parties related to the rental and operation of a booth at the Adams County Fair. There will be no change, alteration, variation or deviation from the terms of this contract 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.

16. 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.

17. 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.
- e. Please do not repair damaged cords with tape, replace them.
- f. The Adams County Fair shall not be responsible for any electrical power surges or any loss of business due to outages.

18. Exclusivity:

The Fair strives to maintain a balance of exhibitors and will not grant exclusive product sales to any exhibitor.

19. Servicing:

All vehicles must be removed from the immediate exhibit area by 2:00pm on Wednesday, July 31st, and by 9:00am every other day.

20. 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 Department of Revenue Office at 303-238-7378 or www.colorado.gov

21. Indoor Exhibits:

No sign, partition, apparatus, equipment or furnishings may extend more than 10 feet above the floor in an exhibit space without permission of the Fair Management. No pins or tacks are permitted in drapes, walls, posts, etc. No nails or screws shall be placed into the floor.

22. 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.

23. Alterations:

All structures work or alterations shall be inspected and approved by the Fair Management. All construction materials used shall comply with existing fire codes or regulations. All flammable materials such as bunting, drapes, etc., shall be fire proofed. All cloth over one square yard unless it is a display product, shall be fire proofed. No crepe paper is permitted.

24. Special Carpentry:

Any special carpentry, gas, steam water or drainage connections shall be installed at the exhibitor's expense with prior approval of Fair Management. Exhibitor is responsible for obtaining all necessary permits.

25. Hours of operation:

Booth(s) must be staffed during all open operation hours of the Fair. Exhibitors with unattended booths will automatically forfeit their right to return in future years. The below hours apply to all exhibitors.

Indoor Booths:

Wednesday, July 31st
4:00pm to 9:00pm

Thursday, August 1st
10:00am to 9:00pm

Friday, August 2nd
10:00am to 10:00pm

Saturday, August 3rd
10:00am to 10:00pm

Sunday, August 4th
10:00am to 10:00pm

Outdoor Booths:

Wednesday, July 31st
4:00pm to 11:00pm

Thursday, August 1st
4:00pm to 12:00am

Friday, August 2nd
10:00am to 12:00am

Saturday, August 3rd
12:00pm to 12:00am

Sunday, August 4th
12:00pm to 12:00am

26. Parking Permits:

Due to limited parking in the exhibitor parking area (located on the east side of the Exhibit hall) only one (1) parking pass will be issued per booth.

Additional parking passes may be purchased for \$25.00 each and will be admitted to the general parking area (lots A & F). The Adams County Fair will not be responsible for admitting Exhibitor or members of their staff through the gate without a pass. Passes will not be replaced if lost or stolen. All vehicles must be parked in the designated exhibitor lot (E) or the general lots (A or F). Vehicles parked in fire lanes, or non-designated lots will be towed.

27. Insurance:

Exhibitors are required to have a Certificate of Insurance showing a one-million-dollar Comprehensive General Liability policy. The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County must be named as an additional insured.

28. Indemnification and Release of Liability:

Exhibitors shall indemnify and hold the Adams County Fair, 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.

29. Freight:

The Adams County Fair does not provide storage for exhibitors. Please arrange for any storage needs through local shipping companies. If exhibitor sends a package to the Adams County Fair, mail and shipping deliveries are made to the Adams County Parks Office located at the entrance of the fairgrounds and will not be delivered to exhibitor. The Parks Office hours are Wednesday through Sunday, 8:00 am to 7:30 pm The County does not assume any responsibility or liability for any packages or shipments. The Adams County Fair will not accept COD packages.

30. Smoking:

Smoking is not permitted in any building at the Adams County Regional Park, in the livestock barns, or grandstand arena.

31. Security:

The County will make every effort to provide adequate building and grounds security during the Adams County Fair. The County, however, cannot be held responsible for any loss or damage or for injury resulting from any cause. Exhibitor must make provisions for the safe guarding of their displays and are urged to insure themselves properly against property loss, damage and against the liability for personal injury. Exhibitors must secure their own property.

32. Lost and Found:

Lost and found is located at the Parks Office at the front of the fairgrounds.

33. Amplified Music:

Part of the events planned includes a free stage in the midway area. Please be advised that bands will be performing daily with amplified music on this stage.

34. 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.

35. 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

36. 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 exhibitor of the Health Department Officials, Adams County Fair Staff, Adams County Sheriff'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 THE RULES AND REGULATIONS SET FORTH IN THIS AGREEMENT

Exhibitor 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_____

Title_____

Signature_____ Date_____

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.