



FOOD CONCESSION CONTRACT
ADAMS COUNTY FAIR
August 4 – August 9, 2021
9755 Henderson Road, Brighton CO 80601
www.adamscountyfair.com
Phone 303.637.8003
Melany Davidson

Business/Company (“concessionaire”) _____

Contact Person _____

Mailing Address _____

City _____ State _____ Zip _____

Cell Phone _____ Phone _____ Fax _____

Email Address _____

Company website address _____

List all items/products to be served including prices of each item. Only items on the contract will be permitted. Upon approval of contract, changes are not permitted to menu item(s) or menu price(s) without Fair approval. Menu item(s) with pricing must be clearly marked on your menu board. Violations will result in the immediate cancellation of this contract and all rental money paid will be forfeited to the Adams County Fair. The Adams County Fair reserves the right to assign or change booth space(s) to accommodate the needs of the event.

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 _____

Concessionaire is required to submit all materials indicated and only complete applications will be processed. The Adams County Fair does not hold concession spaces.

COMMERICAL CONCESSIONAIRE BOOTH FEES:

Quantity	Size of booth	Includes	Fee	Total	Grand Total
	F1-F5 30 x 20	Potable water (concessionaire must provide food grade hose), 2 concessionaire parking passes (behind main food line), gray water tank, grease container, electricity to include 20, 30 or 50 amp service	\$3,000.00	\$	\$
	F6-F10 15 x 15	Potable water (concessionaire must provide food grade hose), 1 concessionaire parking pass electricity to include 20 or 30 amp	\$1,500.00	\$	\$
	F11-F15 10 x 10	Potable water (concessionaire must provide food grade hose), 1 concessionaire parking pass, electricity to include 20 amp service	\$800.00	\$	\$
	Exhibit Hall	Kitchenette includes sink, freezer and refrigerator, 2 concessionaire parking passes	\$800.00	\$	\$
	G1-G4 Size Varies	Potable water (concessionaire must provide food grade hose), 1 concessionaire parking pass to include 20 amp service	\$800.00	\$	\$
	Commissary	Access to the Waymire Dome commercial kitchen based on Tri-County Health Recommendations. This is a shared space and times must be arranged with Fair Staff prior to July 20, 2019	\$200.00	\$	\$
	Camping	30 or 50 amp service. No water available	\$20.00	\$	\$
	Parking	Additional Parking Passes – in general parking located in lot A & F	\$25.00	\$	\$
		Grand Total:			\$

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

Concessionaire Signature

Date Signed

Fair Manager Signature

Date Signed

OFFICE USE ONLY

Space Location:

Space Number:

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

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

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

1. Application Packet:

Concessionaire is required to submit the following materials and only complete applications will be processed. The Adams County Fair does not hold concessionaire spaces.

- A. Completed and executed concessionaire application.
- B. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to the Adams County Fair. (\$25.00 charge for returned checks.)
- C. Current photo of booth (if applicable) and a complete menu that will be served, including a price list. Once a menu has been submitted, no changes will be permitted without Fair approval.
- D. Certificate of Insurance naming the Adams County as an additional insured. Each concessionaire is required to have a Certificate of Insurance showing a Comprehensive General Liability policy in the amount of three-million dollars, Standard Colorado Worker's Compensation, Automobile Liability on the vehicle that pulls the concession trailer and on any golf or utility vehicle. The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County must be named as additional insured.
- E. Copy of Sales Tax License if applicable.
- F. Completed W9 form.
- G. Concessionaire must provide size of hitch, unit, and food prep area.

2. Concessionaire Approval and Selection:

Approval and selection of concessionaires will depend on product type, quality, pricing, condition of booth and concessionaire history and be decided by the Adams County Food Concessionaire Committee. Adams County reserves the right to deny rental of a concessionaire space(s). Previous participation in the Adams County Fair does not give a concessionaire priority treatment. In order to maintain product balance and as a means of encouraging new products, at times it becomes necessary to deny concessionaire 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 Fair of the concessionaires' products or services.

3. Concessionaire Space Fees:

Balance of the concession space fee is due no later than June 7, 2021. Failure to make full payment of the concession space fee by this date will result in concession space assigned on an "as available" basis and may result in forfeiture of concession space and any monies paid.

4. Cancellation and Termination:

In the event of cancellation for any reason by the concessionaire, monies paid shall be refunded only if the County is able to resell the concession space. If the County is unable to resell the concession space(s), then no monies shall be refunded. Cancellations must be received no later than thirty (30) days prior to Monday, July 5, 2021 or deposit(s) will 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 have the right to immediately terminate this Application for cause, by providing written notice to Concessionaire, should Concessionaire fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Application.

5. County Access to Concessionaire Space:

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

6. Location of Concessionaire:

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

7. Soft Drinks & Ice – Food & Beverage Standards of Delivery

The Adams County Fair is a Coca-Cola sponsored event. All water, soft drinks, sports drinks, additional carbonated beverages and ice must be purchased through the Adams County Fair. Adams County Fair will sell ice onsite.

8. Booth Appearance

- A. Guests walk up to an attractive and clean stand.
- B. No tarps are permitted.
- C. All prep areas are to be concealed from the general public view.
- D. Concessionaires should make provisions to protect their display from sun, wind and inclement weather. Concessionaire acknowledges that there is a good possibility of severe wind and weather during the Adams County Fair.
- E. Professional printed menu with all items is required.
 - 1. Guest is able to order any item on the menu.
 - 2. No hand-written signs are permitted.
 - 3. The correct price is posted and collected.
- F. Concessionaires must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.

9. Guest Expectations

- A. Guest waits a moderate length of time for food.
- B. Guest receives what is ordered and it is attractively presented or wrapped.
- C. Guest receives hot items hot and cold items cold.

- D. The standard expectation is that the food is fresh and tastes good.
- E. Complete satisfaction guaranteed to the guest or item exchanged or money returned.

10. 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 be a licensed driver, drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 miles 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 during operational Fair hours.

11. Propane Tanks:

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

12. Concessionaire Conduct & Space Appearance:

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

- A. No products, signage, literature shall be presented outside the designated booth space.
- B. Tents must be clean and made with a durable, fire resistant material; no tarps are permitted at the Adams County Fair.
- C. Concessionaire staff should be neat, clean and attentive to customers.
- D. Condiments are to be located within the stand in a clean and attractive manner.
- E. If an item is not related to the space's theme or product(s), does not enhance the appearance of the space or is not for sale, it should not be in the view of the public.
- F. Concessionaire shall maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. Concessionaire shall keep the premises and every part in a clean and wholesome condition free of any objectionable noises, odors or nuisances.
- G. Concessionaire is responsible for cleaning his/her own concession space area at the end of each day. Concessionaires are required to place all trash in the trash receptacles. County clean-up personnel will not enter the booth space area.

13. Sound Devices:

Concessionaires shall obtain permission from the 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 noise 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.

14. Set-Up:

Concessionaire agrees to have their exhibit or display in place prior to the opening of the fair and fully operational by 4:00 p.m. opening day of the Fair. If concessionaire has not moved in and completed set up by 3:00 p.m. opening day at the Fair, Adams County reserves the right to resell the concession space. No monies shall be refunded for no shows.

No concessionaire may set up before the prior approval of Fair Management. Concessionaire set up times:

Monday, August 2 from 9:00 a.m. to 5:00 p.m.

Tuesday, August 3 from 9:00 a.m. to 5:00 p.m.

15. Servicing Concessionaire Booth:

Concession booths may only be serviced by outside vendors on the following dates and times:

Wednesday, August 4 until 2:00 p.m.

Thursday, August 5 until 2:00 p.m.

Friday, August 6 until 9:00 a.m.

Saturday, August 7 until 10:00 a.m.

Sunday, August 8 until 10:00 a.m.

Large deliveries from Nobel Sysco, Shamrock, Federal Produce, Federal Express, UPS, etc., will not be permitted inside the Midway during operational hours of the Fair. Please plan accordingly.

16. Tear Down:

All concession spaces must remain totally intact and operational until midnight on Sunday, August 8, 2021. Early teardown will result in denial of future participation in the Adams County Fair.

The carnival will operate until midnight on Sunday, August 8th. All food vendors will be unable to load out until 8:00 a.m. Monday, August 9th due to pedestrians walking in the midway.

17. Changes or Alterations:

This contract contains the entire agreement between the parties related to the rental and operation of a concession space at the Adams County Fair. 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.

18. 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.

19. 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, that enable things to run from a single outlet.
- E. Do not repair damaged cords with tape, please replace them.

- F. The Adams County Fair shall not be responsible for any electrical power surges or any loss of business due to outages.

20. Sales Tax:

All concessionaires are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Colorado Department of Revenue at 303-534-1208 or 1-800-332-2085. The following link contains tax instructions and forms <https://www.colorado.gov/pacific/tax/sales-tax-instructions-and-forms>

21. Tri-County Health Department:

A Temporary Food Event or Food Truck Permit must be obtained prior to arrival from the Tri-County Health Department to participate at the Adams County Fair. Tri-County Health Department will inspect all concessionaires on or before opening day of the Fair.

22. Hours of operation:

Concessions must be staffed during all open operation hours of the Fair. Concessionaires with unattended booths will automatically forfeit their right to return in future years. The hours below apply to all concessionaires except for the Exhibit Hall Concessionaire and Grandstands.

Wednesday, August 4 from 4:00 p.m. to 11:00 p.m.

Thursday, August 5 from 4:00 p.m. to Midnight.

Friday, August 6 from 10:00 a.m. to Midnight

Saturday, August 7 from Noon to Midnight

Sunday, August 8 from Noon to Midnight

23. Parking Permits & RV Parking:

The Adams County Fair will not be responsible for admitting Concessionaires or members of their staff through the gate without a pass. Passes will not be replaced if lost or stolen.

Adams County permits overnight RV parking at the Regional Park Complex during the Fair for concessionaires by permit only. Permits are available for purchase at the Adams County Parks Office. These permits must be displayed on the rear view mirror at all times while using the overnight parking facilities at the Regional Park Complex. These spots are limited and are first come first served.

- A. Space with electric hook ups - \$20.00 per night
- B. Payment must be received by 10:00 a.m. or within one hour after your arrival on the Regional Park Complex grounds, whichever is later.
- C. Parking in fire lanes and using building electrical outlets is not permitted.
- D. Tent camping is not permitted.
- E. Pets must be kept on a leash while on Regional Park Complex grounds.
- F. Dump Stations are available for use. Grey and black water must be dumped at only the designated dump station.
- G. No one under the age of 18 is permitted to obtain an overnight RV parking use permit.
- H. Restrooms and showers are available and are located on the outside of the Exhibit Hall.
- I. No marijuana, alcohol or illegal drugs are permitted in the overnight RV parking areas at the Riverdale Regional Park Complex.
- J. All RV's must be kept clean and in good repair.

- K. The washing of vehicles of any kind is not permitted on Regional Park Complex grounds.
- L. Quiet hours are daily from 10:00 p.m. to 6:00 a.m. and are strictly enforced.
- M. In the sole discretion of Adams County, concessionaires and/or their guests that violate any of the overnight RV parking policies are subject to revocation of the overnight parking permit, cancellation of this concessionaire contract; and/or disqualification from returning as a concessionaire in the future. No monies paid under this agreement will be returned if this agreement is cancelled under this provision
- N. Nothing in these policies is construed to create a tenancy of any kind.

There are a limited number of RV parking spaces available at the Adams County Fair. RV parking permits can be obtained through the Adams County Fair office.

24. Insurance:

Concessionaires are required to provide a Certificate of Insurance showing a three-million dollar Comprehensive General Liability, Standard Colorado Worker's Compensation, Automobile Liability on the vehicle that pulls the concession trailer and on any golf or utility vehicle. The requirements must be valid during the Fair dates and submitted with the signed contract. Adams County must be named as additional insured.

25. Indemnification and Release of Liability:

Concessionaire 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.

26. Freight:

The Adams County Fair does not provide storage for concessionaires. Please arrange for any storage needs through local storage companies.

If concessionaires are sent packages 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 concessionaire. The Parks Office hours are Wednesday through Sunday, 8:00 a.m. to 8:00 p.m.

The County does not assume any responsibility or liability for any packages or shipments. The Adams County Fair will not accept COD packages.

27. Smoking:

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

28. 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. Concessionaire 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. Concessionaire must secure their own property.

29. Lost and Found:

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

30. 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.

31. 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.

32. 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

33. Compliance with Laws and Required Conduct:

Concessionaire 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 concessionaire of the Health Department Officials, Adams County Fair Staff, Adams County Sherriff's Office Staff, attendees or fellow concessionaires may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

34. Finance Department:

- A. A completed W9 is required of all concessionaires and must be returned with the completed contract. If requesting payment via ACH, a voided check or letter from concessionaires bank with ACH instructions required.
- B. The Adams County Fair will continue to distribute food vouchers for all volunteers and employees of Adams County. ETix cards will be issued to both volunteers and employees. A representative from ETix will be on site to assist you. It is the responsibility of concessionaire to accept only the approved ETix card for Adams County employees and volunteers. Concessionaire will not be reimbursed for any vouchers outside of ETix cards.
- C. Food sales reports will be run by Etix. If concessionaire chooses to count its own sales and said sales do not match the Etix count, Adams County's count becomes the final count.
- D. Physical checkout with Finance is no longer available.
 - a. Concessionaire will be reimbursed for all food sales via check form or ACH.
 - b. All Coca-Cola and ice purchases will be billed via email and concessionaire will pay Adams County via check or cash for the balance due within 30 days.

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

Concessionaire'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.