

# CHAFFEE COUNTY FAIR - July 30 through Aug 2, 2020

To guarantee your space,  
your check and a completed agreement must be received by July \_\_, 2020.

Mail completed agreement and check(s) payable to *Chaffee County Fair* to:

**Chaffee County Fair**  
**327 E. 1<sup>st</sup> St.**  
**Salida, CO 81201**

---

## County Fair Concessionaire Agreement

This Contract is by and between the Chaffee County Board of Commissioners on behalf of the Chaffee County Fair Board (the "County") and the below-identified concessionaire ("Concessionaire"). The County desires for retail concessions to be available during the Chaffee County Fair (the "Fair") and Concessionaire desires to provide such services under the following terms:

1. **Services.** Concessionaire shall furnish personnel and materials necessary for a concession booth (described below) during the entire time the Fair is open to the public, regardless of weather. Concessionaire shall adequately supervise all employees. All persons providing concession services under this Agreement must maintain conduct and appearance satisfactory to the County.
  - taxes from the sale of products. Concessionaire shall furnish the County, upon its request, evidence sufficient to verify fulfillment of such obligations.
2. **Signage.** All items for sale must have prices clearly marked. All signage must be professionally presented. Concessionaire's name must be clearly indicated on the concession area. The County may dictate the dimensions and positioning of all advertising signs and decorations.
3. **Independent Contractor.** Concessionaire is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws. Concessionaire is responsible for collecting and remitting all applicable
  4. **Term.** This Agreement shall commence upon execution by both parties and shall terminate at the end of the Fair held in the year this Agreement was executed.
  5. **Equipment and Property.**
    - a. The County will provide a non-exclusive concession area to Concessionaire, as determined by the County, for the duration of the Fair. The County has made no representations or warranties as to the condition or repair of the concession area or its suitability for Concessionaire's operations, and Concessionaire accepts the same in an "AS IS" condition.
    - b. Concessionaire shall provide all necessary tables, displays, equipment, extension cords and other materials and supplies. The County does not provide setup equipment.

- c. Concessionaire shall properly stake-down their equipments/displays.
  - d. Concessionaire shall not make or permit any alterations, additions or improvements to or of any part of the concession area without the written consent of the County. Concessionaire shall repair any damage to the concession area caused by its removal of Concessionaire's furniture or equipment. If the County consents in writing to the making of any alterations, additions or improvements to the concession area by Concessionaire, the same shall be made by Concessionaire at Concessionaire's sole cost and expense.
- 6. Maintenance and Repair.** Concessionaire shall take good care of the concession area and shall keep the same in good condition, clean and sightly and free from debris, fire hazards, and any other nuisances that may invalidate insurance or increase insurance rates. At the termination of this Agreement, Concessionaire shall surrender the concession area clean, in as good condition as the reasonable use will permit, and in accordance with all other terms and conditions of this Agreement. Concessionaire shall, at its cost, repair or replace County property lost or damaged through its use of the concession area.
- 7. Required Permits and Compliance with Law.** Concessionaire shall obtain all authorizations and permits necessary or required by law. Concessionaire shall materially comply with all relevant laws, regulations and ordinances.
- 8. Insurance.** Concessionaire shall obtain insurance protection from a company authorized to do business in Colorado as follows:
- a. Comprehensive General Liability in the amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Currently, such limits are \$350,000.00 per person and \$990,000.00 per occurrence. Coverage to include Premises and Broad Form Comprehensive, General Liability.
  - b. Concessionaire shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under the Agreement. The term 'employee' and/or 'independent contractor' will be defined for the purpose of this Agreement by reference to regulations of the Department of Labor, Social Security and the Internal Revenue Service.
- A copy of the policy shall be provided to the County.
- 9. Release, Indemnification and Hold Harmless.** Concessionaire will assume full responsibility for and risk of bodily injury, death or property damage while on the Fairgrounds and releases, waives and discharges any and all claims, suits and causes of action against, and promises not to sue the County for any personal injuries, death or property damage, whether or not caused by the County's negligence, in connection with Concessionaire's presence on the Fairgrounds. Concessionaire will indemnify and hold the County harmless

from any and all losses (including interest and attorneys' fees and expenses) in connection with Concessionaire's presence on the Fairgrounds. This section shall survive the termination of this Agreement.

**10. Fees.** Concessionaire shall pay the County the following fees (prices are for the full period of the Fair):

- \$80 – non-electrical booth space
- \$120.00 – 30 amp electrical booth space\*
- \$150.00 – 50 electrical booth space\*

\*Outside electrical outlets for self-contained units. Early arrivals and/or late departures will pay an additional \$15/day (30 amp) or \$20/day (50 amp) fees.

**11. Inspections.** The County shall have the right to inspect, in such manner and at reasonable times as it deems appropriate, all activities of Concessionaire arising in the course of Concessionaire's undertakings under this Agreement. Concessionaire shall be responsible for complying with the recommendations of such inspections and shall take prompt action to remedy any deficiencies noted in such inspections.

**12. Nondiscrimination.** Concessionaire shall not discriminate against any person on the grounds of race, creed, color, national origin, sex, handicap or disability in connection with any activity conducted by Concessionaire in the concession area or on the Fairgrounds pursuant to this Agreement.

**13. Assignment.** Concessionaire shall not assign or transfer any part of or interest in this Agreement or sublet the concession area, except with the express written authorization of the County.

**14. Amendments.** This Agreement constitutes the entire agreement between the parties. No amendments or modification to this Agreement shall be effective unless such agreement is executed in writing and signed by both parties.

**15. Remedies.** If the County determines that the Concessionaire has failed to abide by any terms and/or conditions of this Agreement, it may require the Concessionaire to immediately leave the premises, in addition to other remedies that may be available. In such a circumstance, the Concessionaire will not be entitled to any refund of any fees.

Chaffee County Board of Commissioners, by: \_\_\_\_\_  
Authorized signer

The Concessionaire agrees to the above terms and has executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CONCESSIONAIRE: \_\_\_\_\_  
(Print Business Name)

By (signature): \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_

State & Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

Type of Booth (Circle one): Non-Electric / 30 Amp Electric / 50 Amp Electric

Amount Enclosed: \$ \_\_\_\_\_

Special Needs? (i.e., water hook-up): \_\_\_\_\_

Description of Booth (i.e., food, beverage, product, services)  
\_\_\_\_\_

Please include menu ( Vendor agrees they will not duplicate other vendor menu items once on location) : \_\_\_\_\_  
\_\_\_\_\_

EIN: \_\_\_\_\_

Insurance company: \_\_\_\_\_

Insurance policy no. \_\_\_\_\_ (ATTACH COPY OF INSURANCE POLICY)