



Mesa County Fairgrounds

2785 Hwy 50 Grand Junction, Colorado 81503 PH. (970) 256-1531 FAX (970) 256-1533

COMMERCIAL VENDOR / EXHIBITOR APPLICATION FORM Grand Valley Kennel Club --- GVKC Dog Show

Vendor/Exhibitor Name: _____ E.I.N./TAX ID. # _____

Main Phone Number: () _____ Cell Phone: () _____

Fax Number: () _____ Email: _____

Address: _____

Event Name: **GVKC Dog Show**

Booking / Contract No. 2006 - 2819

Date(s) of Operation: _____

Times of Operation: _____

► Please describe the product(s) and/or service(s) which you will be selling or displaying:

Once a contract is signed, the **Grand Valley Kennel Club** and the Fairgrounds management must approve any changes in products or services offered. If the application is for a Food Concession, you must include a list of all food and beverages, including pricing, to be sold on premises. You may attach a menu or product list if you wish. **Final approval of food vendors will be contingent upon approval by Mesa County Health Department (including non-profit organizations), and compliance with Grand Junction Fire District codes, requirements, and guidelines, and upon food type, pricing, and quality.**

► Please describe the desired location for your operation:

Mesa County Fairgrounds, hereafter referred to as Fairgrounds reserves the right to assign or change locations to accommodate the needs of the facility or the event, at Fairgrounds management discretion.

► What are your electrical requirements?

_____ # of Outlets at	_____ Volts and	_____ amps/watts	_____ Type of Plug
_____ # of Outlets at	_____ Volts and	_____ amps/watts	_____ Type of Plug
_____ # of Outlets at	_____ Volts and	_____ amps/watts	_____ Type of Plug

- ▶ Do you require water at your location? Yes No
If yes, indicate what type of water: Irrigation Water Drinking Water

▶ Please list any other requirements you may have:

READ EACH STATEMENT AND INITIAL IN THE SPACE PROVIDED:

- _____ Initial if you have reviewed the Mesa County Fairgrounds Vendor / Exhibitor Rules and Regulations.
_____ Initial if you are familiar with the Mesa County Health Department regulations and acknowledge that your booth will be in compliance with all Federal, State, County, and local ordinances, regulations.
_____ Initial if you are familiar with the Grand Junction Fire Department codes and regulations and acknowledge that your booth will be in compliance with all Federal, State, County, and local ordinances, regulations.
_____ Initial if you have reviewed the Insurance Requirement Sheet and have all required insurance in effect for the duration of the event (a copy of the insurance certificate must be included).

_____ **Indemnification and Waiver of Claim**

Participant hereby waives any and all claims against Mesa County for any damages arising out of or connected with Participant's use of the Mesa County Fairgrounds (Facilities, herein). Participant shall hold harmless, indemnify, and defend Mesa County, its employees, officers, officials, volunteers, and agents against any claim asserted as the result of Participant's negligence. Participant understands and acknowledges that Mesa County will not provide insurance for the protection of Participant's animals or property housed or brought onto the Facilities.

▶ **Please submit all of the following:**

- Completed application.
Certificate of insurance (see attached insurance requirements).

If applicable:

Copy of Colorado Retail Food Establishment License or Certificate of License.

Regulations: Vendors / Exhibitors activities and conduct shall be governed by all Federal, State, County, and local ordinances, regulations, and requirements, as well as the rules and regulations of the Mesa County Fairgrounds, as shown in the Mesa County Fairgrounds Event Holder's Guide and all requirements of the **Grand Valley Kennel Club** All Vendors / Exhibitors, must abide by the Fairgrounds and Mesa County policies, rules, and regulations. **If you do not have copy of the Mesa County Fairgrounds Event Holder's Guide, please contact the Mesa County Fairgrounds office at (970) 256-1531 or you can download a copy from the website at: www.mesacounty.us - then choose Recreation/Fairgrounds.**

This application is subject to the approval of the **Grand Valley Kennel Club** and the Fairgrounds Management or Mesa County.

Customer Signature

Date

Mesa County Fairgrounds

Date

**MESA COUNTY FAIRGROUNDS
VENDOR / EXHIBITOR / FARRIER RULES AND REGULATIONS**

- 1: Application and Submittals: Each Vendor, Exhibitor, or Farrier must submit completed and signed application and agreements, and all submittals specified in the application.
- 2: Location/Cancellation of Booth: The Fairgrounds reserves the right to locate or cancel any booth, exhibit, display, or set-up that is not deemed by the Fairgrounds or Mesa County to be in the best interest of Mesa County, the Fairgrounds, or the promoter of the event.
- 3: Conduct / Display: The Vendor, Exhibitor, or Farrier shall conduct the operation of the exhibit or display in a quiet and orderly manner at all times and shall keep the exhibit area neat, clean and free from clutter and rubbish. Determination of repair to the area may be made and enforced by the Fairgrounds.
- 4: Sound Devices: Vendors, Exhibitors, and Farriers shall obtain permission from the Fairgrounds for the use of all sound devices such as radios, speakers, stereos, and any other attention getting devices, and such said use shall not interfere with any other displays, exhibits, customers, or the event.
- 5: Set-up: Vendor, Exhibitor, or Farrier agrees to have their exhibit or display in place, set-up, and operational prior to the opening of the gate at each event and date approved. If set-up requirements are not met, the Fairgrounds management or the **Grand Valley Kennel Club** shall have the right to resell or reuse the space.
- 6: Changes or Alterations to Application: There will be no changes, alterations, variations, or deviations from the terms of this application unless a request by the Vendor, Exhibitor, or Farrier is made in writing to the Fairgrounds management, or the Fairgrounds management determines to make a unilateral change or alteration. In the event of an unforeseen situation, the Fairgrounds reserves the right to make changes or alterations for any reason. No verbal understanding or agreement, past, present, or future not incorporated herein shall be valid or binding on either party.
- 7: Electrical: Each Vendor, Exhibitor, or Farrier will provide all cords and electrical appliances necessary to operate their booth. Any additional services, if available, will be provided on a fee for service basis. Any equipment lost or damaged will be charged to the Vendor, Exhibitor, or Farrier.
- 8: Exclusivity: The Fairgrounds does not grant to any Vendor, Exhibitor, or Farrier any exclusivity for any product, service, or demonstration or any other related program.
- 9: Vehicles: All vehicles will be moved from the Vendor or Exhibitor area prior to the opening of the gates for all events, except as provided in writing by the Fairgrounds management.
- 10: Sales Tax: All Vendors, Exhibitors, and Farriers are responsible for the collection and submittal of sales tax to the State of Colorado, Mesa County, and any other taxing agency as is required by law. All Vendors, Exhibitors, and Farriers must submit their tax identification numbers (on the application) before the start of the event. For questions regarding tax information, Vendors / Exhibitors may call the Colorado Secretary of States Office at (303) 534-1208 or (800) 332-2085.
- 11: Certificate of Insurance: Mesa County requires proof of insurance for all commercial and food vendors covering all days of the event and including any set up and tear down days. "Display Only" exhibitors and non profits are not required to have liability insurance. See the Insurance Requirements pages attached.
- 12: Pins, tacks, nails, etc.: No Vendor, Exhibitor, or Farrier shall put pins, nails, tacks, screws, duct tape, or other similar material into any building or facility at the Fairgrounds without permission. Any damage to the property will be assessed by the Fairgrounds and billed by the Fairgrounds to each Vendor, Exhibitor, or Farrier causing the damage.
- 13: Fire lanes: All fire lanes will be left open and free from obstruction, including but not limited to debris, interviews, demonstrations, distribution of any items, or similar activity.

- 14: Alterations: Any structure work or alterations shall be approved, in advance, by the Fairgrounds and/or Mesa County or its designated representative, and shall be inspected and approved prior to the event. All construction and materials shall meet all Federal, State, County, and local codes and ordinances, and shall comply with all Grand Junction Fire Department codes and regulations. All flammable materials shall be fire proofed.
- 15: One space/one company: No Vendor, Exhibitor, or Farrier space may be utilized by more than one organization without prior approval from the Fairgrounds management or the **Grand Valley Kennel Club**.
- 16: Promotional Items: All promotional items to be given away shall be subject to approval by the Fairgrounds management and shall be given away in designated Vendor, Exhibitor, or Farrier space assigned, unless prior approval from the Fairgrounds management is received in writing. In addition, all food used for promotional must be approved by the Mesa County Health Department.
- 17: Vehicles: Displayed vehicles and equipment having gasoline or any other flammable fuel reservoirs shall be set up according to Grand Junction Fire Department standards, and may include reserves be emptied, fuel caps sealed, taped, and batteries or other electrical sources be disconnected. Such vehicles and equipment shall be subject to inspection by the Grand Junction Fire Department before the event and at any time thereafter.
- 18: Special Alterations: Any special carpentry, gas, steam, water, or drainage connections shall be installed at the Vendor's, Exhibitor's, or Farrier's expense, and shall only be done with the prior approval, in writing, from the Fairgrounds management.
- 19: Food: All food Vendors / Exhibitors must be approved by the Mesa County Health Department prior to the event. The Fairgrounds management and the Mesa County Health Department reserve the right to inspect any and all Vendor, Exhibitor, or Farrier booths, displays, and/or products at any time.
- 20: Parking: All Vendors, Exhibitors, and Farriers shall park in designated or assigned areas only. Any violation will result in the subject vehicle to be towed at the owners expense, and will subject the Vendor, Exhibitor, or Farrier to cancellation and closure of their booth.
- 21: Liability: All Vendors, Exhibitors, or Farriers shall indemnify and hold harmless Mesa County, Mesa County Fairgrounds, and their respective officers, employees, agents, volunteers, and subsidiaries from any and all claims, liabilities, or other damages of any nature whatsoever, including the costs and attorney's fees, in excess of or not covered by the insurance coverage provided under the terms of these rules and regulations.



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INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR COMMERCIAL VENDORS AND EXHIBITORS

Mesa County and Mesa County Fairgrounds requires that no work or operation shall commence until all insurance and/or bonds required by Mesa County or Mesa County Fairgrounds have been obtained by all Vendors, Exhibitors, and Farriers operating at or for Mesa County Fairgrounds and approved by Mesa County.

The Vendor/Exhibitor/Farrier shall not allow any sub-contractor, event participant, or concessionaire to commence work until the same insurance has been obtained or approved. The insurance required shall not be canceled nor have their limits decreased without thirty (30) days prior written notice to Mesa County and Mesa County Fairgrounds. Mesa County and Mesa County Fairgrounds requires copies of any required insurance policies.

All Commercial Vendors, Exhibitors, or Farriers shall provide the Fairgrounds, with certificates proving the existence of such public liability and co-insurance coverage no later than ten (10) days prior to the scheduled event or set-up start date, whichever is earliest. Vendors/Exhibitors/Farriers who fail to comply with the insurance requirement will not be allowed to operate on Mesa County Fairgrounds property.

1. Minimum Scope and Limits of Insurance

- a. Commercial General Liability coverage in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b. Workers Compensation Insurance with the scope and limits as required by the laws of the State of Colorado. The insurer shall agree to waive all rights of subrogation against the Licensor for losses arising from the work performed in this License.
- c. Automobile Liability in the amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

2. Deductibles and Self Insurance

- a. Any deductible or self-insured retentions must be declared to and approved by Mesa County and Mesa County Fairgrounds to be paid by the Vendor, Exhibitor, or Farrier upon claim.

3. Insurance Endorsements and Provisions.

a. EXACT LANGUAGE: Mesa County, its officers, officials, employees, and volunteers are ADDITIONAL INSUREDS, as respects liability, on behalf of the Vendor, Exhibitor, or Farrier, arising out of this Permit.

{This language must appear in the description of operations section of the Accord form. Mesa County Fairgrounds must be listed as the Certificate Holder}

b. PROVISION: The Vendor's, Exhibitor's, or Farriers insurance under this Agreement shall be primary insurance, as respects Mesa County and Mesa County Fairgrounds.

c. PROVISION: Any failure to comply with reporting requirements of the policies shall not affect coverages provided to the Mesa County and Mesa County Fairgrounds. Precautions shall be exercised at all times for the protection of all persons (including employees of Mesa County and Mesa County Fairgrounds) and property. Safety provisions of all applicable rules and regulations shall be observed, and hazards arising from the work performed shall be guarded against or eliminated in accordance with the highest standards of safety practice. The Vendor, Exhibitor, or Farrier, and any subcontractors, shall comply fully with all requirements of the Occupational Safety and Health Act, Mesa County Health Department, Grand Junction Fire Department, and any other pertinent rules or regulations. The Vendor, Exhibitor, or Farrier and any subcontractors shall bear full responsibility for payment of any fines or any other punishments resulting from violation of any such laws or regulations.

The Vendor, Exhibitor, or Farrier agrees to conduct activities upon the premises so as not to endanger any person lawfully thereon. The Vendor, Exhibitor, or Farrier expressly agrees to protect, indemnify and save harmless Mesa County and Mesa County Fairgrounds, its officers, agents, and employees from and against any and all liability, damage or expense for, upon, or by reason of:

1. Any injury or injuries, including injuries resulting in death, received by any person, firm or corporation to his, her or its person or his, her or its property; and,
2. Any loss of property received, done or occurring to, on or about the premises, buildings, entrances, lobbies, and exits thereof and the sidewalks, streets and approaches adjoining the premises, or any portion thereof used by the Licensee

The Vendor, Exhibitor, or Farrier shall protect, defend, indemnify, and hold harmless the Mesa County and Mesa County Fairgrounds, its officers, officials, employees and agents free and harmless from, and against, any and all losses, penalties, damages, illnesses, or liabilities of every kind and character arising out of, or relating to, any and all claims, obligations, actions, proceedings, liens, or causes of action arising directly or indirectly, out of the Vendor's, Exhibitor's, or Farrier's activities under this Permit. Without limiting the generality of this clause, any and all such claims or actions relating to personal injury, or of any other tangible or intangible personal or property right, whether or not arising under the constitution of the state or federal government, or actual or alleged violation of any other applicable statute, ordinance, administration order, rule or regulation, or decree of court, shall be included in the indemnity hereunder.

SUBMIT A PROOF OF INSURANCE INDICATING YOU ARE IN COMPLIANCE THE REQUIREMENTS STATED ABOVE, WITH YOUR APPLICATION. IF THE PROOF OF INSURANCE IS NOT WITH YOUR APPLICATION THE APPLICATION WILL NOT BE PROCESSED AND YOU WILL NOT BE PERMITTED TO PARTICIPATE.