



2008 Annual Evergreen Rodeo  
June 13-15, 2008  
Phone (303) 674-9668 Attention: Dale Tolan

### Contract for Booth/Food Concession

\_\_\_\_\_ (Vendor) request the Evergreen Rodeo Association (Management) enter into the following contract with the vendor. Vendor acknowledges that this contract shall become effective only upon the acceptance of this contract by the association as evidenced by the signature of the association authorized representative in the spaces provided below. Booth placement will be determined according to items sold, size and when the application is signed and received.

1. The association agrees to provide vendor with retail space (as defined below) at the 2008 Annual Evergreen Rodeo to be held at the Evergreen Rodeo Grounds, Evergreen, CO.
2. Make all checks and money orders payable to Evergreen Rodeo Association and mail to Dale Tolan, 27775 Highview Rd., Evergreen, Colo. 80439.
3. Food vendors must apply for a vendor permit with Jefferson County Health Dept. and have a vendor I.D. number by May 15th 2008.
4. Food vendors must submit a menu with their application.

June 14<sup>th</sup> & June 15<sup>th</sup>, 2008

**Retail Space** is defined as a:

10' x10' space      1-X \$180.00

(Additional spacing will be priced at these rates and pro-rated.)

**Food Vendor Space** is defined as a:

10' x10' space      1-X \$120.00

(Additional spacing will be priced at these rates and pro-rated.)

## Rules & Regulations

- 1. Products & Exhibits.** No products bearing Evergreen Rodeo Association, trademark, name or logo or reference to such may be sold or distributed without written permission from ERA Management.
- 2. ERA Management** reserves the right to restrict sale or display of any item which it deems objectionable. If, for any reason an exhibit or its contents are deemed objectionable, the exhibit, product, or item of any matter, which ERA considers objectionable for health or safety or any other reason, due to conflict with sponsors or other agreements, or for any other reason ERA feels is not in the best interest of the event. Should such an eviction or restriction be enforced, ERA shall not be held liable for refunding rental fees or funds for exhibition rental, except at its own discretion. The hanging of banners outside your expo area is prohibited.
- 3. Management & Dismantling.** Should any rented exhibitors space remain unoccupied on the opening day or should any space be forfeited due to failure to make payment by June 1, 2008, ERA reserves the right to rent said space to any other Exhibitor or use said space in any other manner. However, this clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in this invoice for space rental should management not resell the space. Exhibitor shall be solely responsible at its own expense, for installing and dismantling its own materials and exhibitor shall repair any damage caused by dismantling and return the space to the same conditions as received.
- 4. Fire Safety & Health Regulations.** Exhibitor agrees to comply with local, city, county and state laws and ordinances and regulations covering fire, safety, health and other matters. All Exhibitor equipment and materials will be reasonably located within the booth. Exhibitors shall take all necessary fire precautions.
- 5. Subletting of Space.** Exhibitors shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials from other firms other than his/her own in the exhibit space without written authorization from ERA management.
- 6. Liability Exclusion.** ERA will take reasonable precautions to safeguard against exhibitor's property. However, ERA will not be liable for loss or damage to the property from theft, fire, accident or any other cause beyond its control. Exhibitor agrees to indemnify, protect, defend and save and hold harmless EVERGREEN RODEO ASSOCIATION, its officers, directors, and organizers from all claims, demands, damages, and liability of whatsoever kind of character asserted by any person or persons on account of damage of property or the leased premises arising out of the use of the Exhibitors leased premises by exhibitor, or the negligence or willful misconduct of exhibitor, its agents, employees or invitees or a breach of this contract by exhibitor, or its agents, employees or invitees. The exhibitor on signing this agreement expressly releases the aforementioned from all claims for loss, damage or injury.
- 7. Insurance.** Exhibitor shall carry and maintain during the period of any show in which he/she exhibits including any movein and moveout days, and at his/her sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance, with limits of at least \$100,000-\$500,000 for bodily injury and \$50,000 for property damages or combined single limit bodily injury and property damage policy with limits of \$500,000. Exhibitor warrants that, by signing this contract, he/she has complied specifically with the insurance requirements of this contract.
- 8. Inability to Perform.** If ERA should be prevented from holding the Rodeo or it cannot permit Exhibitor to occupy his/her space due to circumstances beyond its control, including, but not limited to strike, civil disobedience, environmental disturbances and any acts of God, ERA will refund the Exhibitor the amount of rental paid to him/her less a proportionate share of Expo expenses and ERA shall have no further obligations of liability to Exhibitor. If Exhibitor made no rental payment, he/she will nevertheless be obligated to pay their share of the Expo expenses.
- 9. Taxes.** Exhibitor is responsible to collect all applicable taxes according to city, county and state law. Exhibitor is also responsible to acquire all applicable permits, licenses, etc. necessary to conduct business at the Evergreen Rodeo.

Print contact name \_\_\_\_\_ Company Name \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_ day of \_\_\_\_\_ 2008