

May 8, 2019



Dear Vendor,

The Archuleta County Fair Board invites you to participate in the 2019 Archuleta County Fair from **Thursday, August 1st through Sunday, August 4th, 2019**, in beautiful Pagosa Springs, Colorado—our 68th annual fair. We've hosted great fairs the last few years and we expect this year to continue the tradition. The Archuleta County Fair hosts many great events including live entertainment, animal acts, rodeos and a number of popular audience participation contests. We strive to increase fair attendance each year by appealing to a broad audience of local residents and visitors to our region. This year, we invite everyone to ***Home Grown with County Pride***, the theme of our 68th annual Archuleta County Fair. If you need, we have an arrangement to allow vendors to stay on site at the fairgrounds during the fair in an RV or tent.

This document includes the *Booth Space Agreement Terms and Conditions*, *Booth and Concession Space Request Form*, and the *Food Vendor Price Form* required for food vendors. In addition, please review the details in *Appendix I* about the International Fire Codes that the Pagosa Fire Protection District enforces during the Fair. Each vendor must read and understand the fire codes and be compliant to satisfy vendor requirements for the Archuleta County Fair. Please contact us or reach out to the contact in Appendix I for any questions you have concerning the fire codes and compliance.

The Archuleta County Fair added an exciting new tent option for vendors this year. The fair provides a 30' X 30' Market Tent where you can rent 10' X 10' covered booth space at a discount compared to renting a standalone 10' X 10' tent. The Market Tent includes access to electricity and creates a market-type atmosphere among the vendors in the tent. See the *Booth and Concession Space Request Form* to rent this space.

Please note a few important items as you complete your vendor registration.

- Sign up as soon as possible to ensure you get a booth or concession space.
- For **food vendors only**, complete the itemized list of products and prices on the *Food Vendor Price Form*. We will not consider contracts lacking this information and you must submit your complete menu of food items along with your prices. You may sell only the items on your list at the prices quoted in the form. **NO EXCEPTIONS!**
- Please include your security deposit in the form of a separate check. We cannot accept cash and we will return your check to you at the end of the fair.
- Contact us at 970-264-5931 or info@archuletacountyfair.com with any questions.
- Go to our website at <http://www.archuletacountyfair.com/> for more information and a fair schedule.

We look forward to working with you and having you at our wonderful fair in beautiful Pagosa Springs. What better place to spend early August than in the San Juan Mountains of southwest Colorado!

Sincerely,

Archuleta County Fair Board

Archuleta County Fair 2019

Booth Space Agreement August 1 - August 4, 2019

Terms and Conditions

1. Booths will be rented and reserved on a first-come, first-served basis. This will be based on the date that your full payment, Security Deposit, Booth Request and signed Agreement are RECEIVED.
2. Limited electrical power is available. However, the Archuleta County Fair Board (ACFB) does not guarantee uninterrupted power supply or power beyond 1-110V 20amp service. No hard wire connections will be allowed. No 3 PH available.
3. Electricity will be provided as per your application. You will be liable for extra charges if the voltage or numbers of plugs are not as requested.
4. For Food Vendors, a complete menu of the food items you will be selling, along with prices, MUST accompany this contract. You must sell only what is on your list and for the price quoted. NO EXCEPTIONS!
5. Food Vendors must have proper permits obtained from the San Juan Basin Health Department. These permits must be submitted to the ACFB before August 1, 2019.
6. Each Vendor is responsible to keep booth area clean and free of trash. Trash receptacles will be provided. Waste water dumping location will be available.
7. All Vendors must be set up and operating their booth by 8:00 am on Thursday, July 1, 2019.
All Vendors must check in with a Fair Board Representative. NO exceptions. You may begin set up on Wednesday, July 31, from 9:00 am to 6:00 pm. NO ONE WILL BE ALLOWED TO SET UP AFTER 6:00 pm unless special arrangements are made. The Fair Grounds will open to the public at 8:00 am on Thursday, August 1.
8. Vendors **will not be allowed** to park in the Fair Grounds. Parking will be available in the regular parking lots. ALL drop offs and deliveries must be made before the Fair opens each day, **before 8:00 am**. All vehicles must be off the Fair Grounds before 8:00 am. If you need to restock after 8:00 am any day of the fair please ask a Fair Board member to help you by shuttling your supplies. This will help us ensure a safe Fair Grounds.
9. Each Vendor is responsible for the collection and payment of any State and Local taxes.
10. All Vendors must remain in place and open for business during the entire run of the Fair. The Fair dates are Thursday, August 1 through Sunday, August 4, 2019. Vendor operating hours Thursday, Friday and Saturday run from 8:00 am to 8:00 pm, and Sunday from 8:00 am to 4:00 pm. Vendors may stay open later than 8:00 pm if they wish, except Sunday, August 4th, when the vendors must close at 4:00 pm. If you leave during the fair, you will forfeit your deposit.
11. The fair will allow overnight parking and camping on the Fair Grounds. For information about camping on the grounds, contact us at 970-264-5931 or info@archuletacountyfair.com. If you need information about other RV parks and campgrounds in the Pagosa Springs area, please call the Pagosa Springs Chamber of Commerce at 970-264-2360.
12. **No pets are allowed on the fairgrounds with the exception of 4-H dogs for the obedience trials.**
13. The ACFB shall maintain the right to review any and all booths and the content associated with the booths. ACFB shall make recommendations to Vendors if booths or content and/or actions are considered inappropriate. In the event a Vendor is refused a booth space, full payment and Security Deposit will be returned to the applicant. Please remember this is a FAMILY fair—keep booth and contents G-rated.

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14. **No alcoholic beverages will be allowed within the confines of the booth space.** No alcohol may be brought on to the Fair Grounds from the outside. Coolers are subject to inspection.
15. No Vendor will be allowed to distribute for free an item that is in direct competition with other Vendors.
16. A \$100.00 refundable deposit is required at the time of space reservation. Deposits must be in the form of a **SEPARATE CHECK - NO CASH, TWO CHECKS PLEASE.** Deposits will be returned at the close of the Fair on Sunday, if the Vendor has satisfactorily completed agreement terms. Deposits **MUST** be mailed in with the Agreement.
17. It is the **VENDOR'S** responsibility to pick up the Deposit check **BEFORE** leaving the Fair Grounds on Sunday.
18. Booth space will not be secure until Booth Space Agreement, Request for Space, payment of Space and Security deposit are received by the ACFB.
19. Vendors may cancel the agreement through June 30, 2019, and receive a full refund. **NO** refunds will be given after June 30, 2019.
20. Vendors must limit the size of their vending area to the size reserved. Vendors using trailers or rugs need to rent space appropriate for their needs. Trailers must remain in place throughout the Fair. If the area is larger than the size agreed upon, there will be an additional fee.
21. Vendors using their own tents, booths or trailers must be securely staked. If the wind picks up a booth or canopy, it will be removed from the Fair Grounds.
22. Side flaps and flaps on the ends will be provided for Vendors using ACFB tents. Vendors are responsible for putting up the flaps and taking down the flaps during the Fair.
23. Requests for a certain booth location will be taken into consideration. **NO** promises are made on booth locations.
24. No advertising for a vendor's booth may be done except at/on the booth itself. No "mobile" advertising is allowed.
25. Four fair admission bracelets will be issued per vendor; additional bracelets may be issued if the vendor offers reasonable grounds for such issue.
26. Vendors are to be compliant with International Fires Codes – see **Appendix I**. The Fire Marshall of the Pagosa Fire Protection District has provided the following codes in *Appendix I* to ensure that all vendors are aware they will enforce these at the Archuleta County Fair.
27. Insurance Requirements: Liability insurance is required for all commercial vendors at the Archuleta County Fair. It is the responsibility of the vendor to obtain, at its own cost and expense, said insurance(s) necessary. Archuleta County Fair's general requirements are listed below.
 - Commercial General Liability Minimum coverage \$1,000,000. Coverage as a combined single limit per occurrence for bodily injury, personal injury and property damage.
 - Automobile Liability \$1,000,000. Required for all commercial vehicles utilized by the Vendor in the production of the fair. Automobile Liability that is required is generally \$1,000,000. per accident for bodily injury and property damage.
 - Workers Compensation Insurance is required within the scope and limits set as required by the laws of the State of Colorado.
 - An original Certificate of insurance demonstrating proof of general liability/automobile coverage and workers compensation must be sent directly from your insurance carrier to Archuleta County Fairgrounds, PO Box 370, Pagosa Springs, CO 81147. Certificates can be faxed to 970-264-5934 or emailed to info@archuletacounty.org. Certificates must be received by July 31, 2019.

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- FOOD & BEVERAGE CONCESSIONS VENDORS The required endorsement is: Archuleta County, its officers, officials, employees and volunteers are ADDITIONAL INSURED'S, as respects liability. The certificate holder shall be listed as: Archuleta County Fair, PO Box 370, Pagosa Springs, CO 81147. The activities to be performed under this Agreement will be performed entirely at the Vendor's risk. Vendors shall be responsible for any and all injuries, claims or damages which may result to him/her, employees, agents, representatives or customers as a result of the services performed hereunder.

Vendor agrees to indemnify and hold Archuleta County and the Archuleta County Fair Board, its officers, employees and agents harmless from any liability claims, damages, costs, expenses or attorney fees arising out of the Vendor's performance of services under this Agreement, including injuries to third parties or to Vendor or to Vendor's employees, customers, representatives or agents and any property damage that may occur to any property for inventory owned, leased, operated or in Vendor's possession.

By signing below, Vendor acknowledges reading the Booth Space Agreement and agrees to comply with the terms and conditions.

Signed_____ Date_____

Printed Name_____

Title_____

Please return this signed sheet along with the Booth Space Request, security deposit and full payment.

**2019 Archuleta County Fair
Booth and Concession Space Request
August 1 – 4, 2019**

Name of Organization or Business _____

Type of Business or Organization _____

Contact Person _____

Product or Service _____

Mailing Address _____

Telephone Number _____

E-mail: _____

Space Size	Price	Tent w/ Sidewalls	Electricity	Total
10x10	_____ \$175	_____ \$100	_____ \$25	_____
10x20	_____ \$225	_____ \$150	_____ \$25	_____
30x30	_____ \$350	_____ \$200	_____ \$25	_____
Market Tent	_____ \$200	10' X 10' Included	Included	\$200

Electricity Needed (20 amp) 110V _____ 220V _____ (see item 2 in the Booth Space Agreement)

Water Needed (Circle One) Yes No (Note: continuous water supply is not guaranteed)

Approximate amount of bagged ice needed per day _____

\$5 per bag due on Sunday, August 4, 2019 for exact amount used

I have read and agree to the Terms and Conditions.

Printed Name _____

Representative Signature

Date

Please sign and return this request with full payment and security deposit by June 30, 2019 to:

**Archuleta County Fair
ATTN: Vendors
P.O. Box 370
Pagosa Springs, CO 81147**

<i>Office use only</i>			
Deposit Paid	Date _____	Amount _____	Ck # _____
Deposit Returned	Date _____	Amount _____	
Fees Paid	Date _____	Amount _____	Ck # _____
Insurance verified	Date _____		
Electricity Needed	Yes _____ No _____		
Water Needed	Yes _____ No _____		

August 1 – 4, 2019

The Archuleta County Fair uses the items and prices that you submit on this page to help ensure a fair spread of items and prices among food vendors at the fair. Please provide a list of your food items and prices to allow us to prepare for your participation at the fair. Make a copy of this page if you need more space for your menu or you may attach a copy of your menu instead of filling out this page.

[illegible]



Appendix I

GENERAL AUTHORITY AND RESPONSIBILITIES POLICIES, PROCEDURES, RULES AND REGULATIONS



SPECIAL EVENTS: COOKING TRAILERS AND COOKING UNDER TENTS TRAILERS USED FOR COOKING

Definition 4.1.9* Cooking equipment used in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, tents, or any form of roofed enclosure, shall comply with this standard. **Cooking trailers are considered Commercial Kitchens .**

COMMERCIAL COOKING APPLIANCES. Appliances used in a commercial food service establishment for heating or cooking food and which produce grease vapors, steam, fumes, smoke or odors that are required to be removed through a local exhaust ventilation system. Such appliances include deep fat fryers; upright broilers; griddles; broilers; steam-jacketed kettles; hot-top ranges; under-fired broilers (char broilers); ovens; barbecues; rotisseries; and similar appliances. For the purpose of this definition, a food service establishment shall include any building or a portion thereof used for the preparation and serving of food.

HOOD. An air intake device used to capture by entrapment, impingement, adhesion or similar means, grease, moisture, heat and similar contaminants before they enter a duct system.

Type I. A kitchen hood for collecting and removing grease vapors and smoke. Such hoods are equipped with a fire suppression system.

Type II. A general kitchen hood for collecting and removing steam, vapor, heat, odors and products of *combustion*. Fire Extinguishers a minimum of one 2A-10BC (5LB) fire extinguisher shall be provided for all cooking trailers.

904.11.5 Portable fire extinguishers for commercial cooking equipment.

Portable fire extinguishers shall be provided within a 30-foot (9144 mm) travel distance of commercial-type cooking equipment. Cooking equipment involving solid fuels or vegetable or animal oils and fats shall be protected by a Class K rated portable extinguisher in accordance with Sections 904.11.5.1 or 904.11.5.2, as applicable.

Note: Items of colored text in *Appendix I* were highlighted by the Fire Marshall.

Office: 970-731-4191 Address: 191 N. Pagosa Blvd., Pagosa Springs, CO 81147 Fax: 970-731-4194

TENTS USED FOR COOKING

Fire Extinguishers A minimum of one 2A-10BC (5LB) fire extinguisher shall be provided for all tents, canopies and membrane structures.

2404.2 Flame propagation performance treatment.

Before a permit is granted, the owner or agent shall file with the fire code official a certificate executed by an approved testing laboratory certifying that the tents and membrane structures and their appurtenances; sidewalls, drops and tarpaulins; floor coverings, bunting and combustible decorative materials and effects, including sawdust when used on floors or passageways, are composed of material meeting the flame propagation performance criteria of NFPA 701 or shall be treated with a flame retardant in an approved manner and meet the flame propagation performance criteria of NFPA 701, and that such flame propagation performance criteria are effective for the period specified by the permit.

2404.7 Open or exposed flame.

Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids , gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet (6096 mm) of the tent or membrane structures while open to the public unless approved by the fire code official.

Outdoor Cooking

2404.15.6 Outdoor cooking.

Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet (6096 mm) of a tent or membrane structure.

Pagosa Fire Protection District Fire Marshal