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Mesa County Fair 2021 Commercial & Food Vendor Information and Regulations

APPLICATION: To apply for space, fill out an application and return it with a recent picture of your booth and a current product list/menu with prices. Only complete applications will be considered. Applications are available on our website www.mesacountyfair.com. Acceptance of any application does not imply endorsement by the Mesa County Fair of the exhibitor's products or services

Notification of application: acceptance or denial will be given as soon as possible. If a space is not available, your company may be placed on a waiting list.

Selection Process: Approval and selections of vendors will depend on product type, quality, pricing, and appearance and vendor history. Previous participation in the Mesa County Fair does not guarantee vendor priority treatment.

Product Diversity: The Mesa County Fair strives to present a unique and diverse shopping experience, although there is some duplication, we try to incorporate many new and exciting products for our Fair guest.

Product Exclusivity: No vendor will be granted the exclusive rights to exhibit, promote, demonstrate and/or sell products or services; unless such exclusive rights were granted through a specialized contracting process. The Mesa County Fair will not become involved in a civil matter between vendors who are selling similar products under different names or manufacturers.

Product Sales/Restrictions: As a safe and family friendly event, certain items will not be considered for sale or giveaway, including but not limited to weapons of any kind, drug related, or sexually explicit or suggestive in nature items. In submitting your application you agree that the Mesa County Fair has sole discretion to determine if an item is considered offensive or in poor taste and to prohibit the sale or display of such items.

Booth Assignment: Booth assignment is final and up to the sole discretion of the Fair Board Vendor Committee. Spaces are assigned based upon electrical needs, historical participation, early registration, and booth size. The committee has to look at the Fair as a whole and decide what serves the Fair, the guests, and the vendors best for a safe and positive fair experience for all.

Cancellations: Cancellations are without penalty until June 1, 2019. Cancellations received after this date will be charged in full without refund. Request for cancellation must be submitted in writing to the Mesa County Fairgrounds office in order for the deposit to be refunded.

Conduct: The Fair is a family oriented event; Vendors agree to be professional and not use profane or offensive language, dress inappropriately, or engage in inappropriate behavior while on site. The vendor shall conduct the operation of the exhibit or display in a quiet and orderly manner at all times and shall keep their area neat, clean, and free of rubbish.

Damages: As a vendor you agree to promptly reimburse and pay the Mesa County Fair for any damages to Fair property of equipment that you, your employees, or your agents cause during the term of your agreement.

Deliveries: Deliveries to your booth or stand can be made up to one hour prior to the Fair opening, all vehicles must be off the public area prior to Fair gate opening. During Fair hours you must use handcarts

to transport items from the service roads, parking areas, or public lots to your location. Vehicles will not be allowed to be parked next to vendor booths.

Electrical: Your electrical needs will be provided based on the information submitted on your application. If upon arrival your electrical needs have changed or increased, an additional electrical fee may be charged. You are required to supply your own heavy duty, outdoor rated power cords and any adaptors necessary to operate your equipment. If an electrical outage should occur, Mesa County Executive Fair Board is not liable for damages to food or other products.

Golf Carts and Carriers: Use of golf carts or similar motorized vehicles are limited to Vendors who have contracted two or more booth locations, with prior approval of the Vendor Committee, and proof of insurance. If a Vendor is allowed the privilege of using a golf cart, he or she will be given a set of rules to follow. If these rules are not followed, the privilege may be revoked without warning. Only a licensed or permitted driver shall operate the golf cart.

Gray Water: The Mesa County Fairgrounds has two areas for gray water disposal. Gray water tanks are available to rent for \$25 for the 4 day Fair. Please indicate in "Other Needs" on the application if you require a gray water tank.

Grease: A used grease receptacle is onsite during the Fair and available at no cost to you. Please deposit all used grease in this receptacle.

Hours: Vendors are required to open their booths when the Fair opens and close them no earlier than 1 hour before the closing time in order to receive a full refund on their deposit. Fair gates times are

- Tuesday July 13 – 11:00 am – 10:00 pm
- Wednesday July 14 - 11:00 am-10:00 pm
- Thursday July 15 – 11:00 am – 10:00pm
- Friday July 16 – 10:00 am – 11:00 pm
- Saturday July 17 – 10:00 am – 12:00 midnight

Indemnification: The Vendor shall indemnify and hold harmless Mesa County and its elected officials, officers, employees, volunteers, and agents from and against any and all losses, damages, liability claims, suits, or actions made or asserted for any damages to person or property arising out of or in away connected with Vendors participation in the Mesa County Fair and/or Vendors use of Mesa County property. The Vendors obligation to indemnify pursuant to this paragraph shall survive the termination of this agreement.

Inspection: All food and beverage vendors will be inspected by an official from the Mesa County Health Department.

Insurance: All vendors are required to have a Certificate of Insurance with one million worth of liability insurance naming Mesa County as additional insured must be submitted to the Fair not later than July 1, 2021.

Liability: The Mesa County Fair will not be held liable for the safety of exhibits against theft, fire, robbery, accident, or any other destructive cause while on the Fairgrounds. Vendors are responsible for obtaining any insurance necessary for their own property loss or damage. Vendors must secure their own property. The Mesa County Executive Fair Board is not liable for claims made regarding product value, pricing, or quality.

Licenses: It is the responsibility of the vendor to obtain and be current with all license/permits required by applicable laws, ordinances, resolutions, and rules.

Pets: The Mesa County Fair is a pet free zone. Please leave your pets at home.

Recycle: The Mesa County Fair encourages all vendors to use recycled products in connection with the sale of their products whenever possible. Containers to collect certain recyclables are located throughout the Fairgrounds.

Returned Checks: There will be a \$50.00 charge on all NSF checks to cover bank and administration fees.

Rules & Regulations Enforcement: Mesa County retains control and management of the Mesa County Fairgrounds at all times, and shall have the right at all times to enforce all rules and regulations described hereto, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations.

RV Accommodations: are available on the Fairgrounds on a limited basis. If you would like a space, please indicate on the application. Allocations will be on a first come first serve basis. Contact the Mesa County Fairgrounds at 970-255-7107 for information.

Sales Tax: All vendors are responsible for collection and submittal of sales tax (2.9%) to the State of Colorado, (2.37%) to Mesa County and any taxing agency as is required by law. For questions regarding sales tax license, call the Colorado Department of Revenue at 970-248-7140.

Security: Security will be present on the grounds from show closing to 7:30 am each day of the fair. Every effort will be made to keep the grounds secure and your equipment safe. The Mesa County Fair will not be held liable for the safety of exhibits against theft, fire, robbery, accident or any other destructive cause while on the Fairgrounds. Exhibitors are required to secure their own goods. The security officers will roam and cannot guard any specific booth.

Trash Collection and Cardboard: The locations of dumpsters for trash will be show on your layout map. A separate dumpster will be provided for cardboard recycling. Dumpsters are located by the C-Building and the north lot for disposal of trash.

Weather: Vendors must plan and prepare for all weather conditions. Tent staking is not allowed on the Fairgrounds, it is your responsibility to provide weights for your tent in case of high winds. In the event of rain, vendors may cover up to protect merchandise, once the rain stops vendors will be expected to immediately remove the covers and re-open your booth for the remainder of the day.

Making a difference for tomorrow, today!

Mesa County Solid Waste Management team has partnered with the Mesa County Fair as a Fair Sponsor.

Promoting a partnership to “Reduce·Reuse·Recycle”

This is an awareness for our environment and our impact on landfills.

- Did you know that, when used with food products, especially when heated, **Styrofoam** releases toxic chemicals into the food causing a contamination which **can** be hazardous to your health?
- Did you also know that when Styrofoam is exposed to sunlight it creates harmful air pollutants which can contaminate **landfills** and deplete the ozone layer?
- Did you know that decomposing of Styrofoam can take as many as 500 years ?

As a food or beverage vendor, you can help by committing to eliminate **Styrofoam** from your drink or food services. If you choose to use alternative products that are reusable or recyclable for your service, the Mesa County Solid Waste team will cover \$100 of your vendor fee.

That’s right; Mesa County Solid Waste will cover

\$100 of your vendor fees!

If you agree to use other methods such as plastic bottles, cans, paper plates and paper container for your food service, instead of Styrofoam, this is an alternative that pays.

We all need to do our part in preserving our environment for future generations.

