



2024 Food Concessionaire Contract

- **Pride June 8 - \$200**
- **Stars and Stripes - \$200**

Concessionaire booth -which includes a 10 x 10 space

**Riverdale Regional Park
9755 Henderson Road, Brighton CO 80601
Phone 303.637.8004 – Email ccox@adcogov.org
Courtney Cox**

Business/Company (the “Concessionaire”)

Contact Person _____

Mailing Address _____

Cell Phone _____ Phone _____ Fax _____

Email Address _____

Company website address _____

List all items/products to be sold:

Adams County’s beverage sponsorship is provided by Swire Coca-Cola. If you plan to sell soda, water or energy drinks please provide Coke products.

Federal Tax Identification Number or Social Security Number _____

Does anyone in Adams County Government work for you or have any other financial interest in your business?

If yes, please explain _____

Concessionaire is required to submit the following materials and only *complete applications* will be processed.

1. Completed concessionaire application.
2. Full payment of the booth fee
3. Make check or money order payable to Adams County Parks. (\$25.00 charge for returned checks)
4. Photo of Booth, and a complete description of items to be sold, demonstrated, etc.
5. Certificate of Insurance naming Adams County as an additional insured.
6. Copy of Sales Tax License if applicable.
7. Approval from Adams County Health Department. (food vendors only)
8. Propane tanks must have a permit tag from Brighton Fire Protection District

Applicant Approval:

1. Approval and selection of vendors will depend on product type, quality, pricing, and exhibitor history.
2. Adams County reserves the right to deny rental of a commercial booth space(s).
3. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt.
4. Selection of any application does not imply endorsement by Adams County of the concessionaires' products or services.

I have read and agree to all contractual provisions as set forth in this Commercial Concessionaire Application.

Concessionaire Signature

Date Signed

Fair Management Signature

Date Signed

OFFICE USE ONLY

Space Location:

Space Number:

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

\$ _____ Paid _____, Balance Due \$ _____ Document # _____

Adams County Vendor Rules and Regulations

1. Concessionaire Approval and Selection:

Approval and selection of vendors will depend on product type, quality, and pricing and concessionaire history. Adams County reserves the right to deny rental of a commercial booth space(s). Previous participation in any event produced by Adams County does not give an concessionaire priority treatment. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny booth space requests due to a specific location and or physical requirements, space availability or late packet receipt. Selection of any application does not imply endorsement by the Adams County of the concessionaires' products or services.

2. Cancellation and Termination:

In the event of cancellation for any reason by the concessionaire, monies paid shall be refunded only if the County is able to resell the booth space. If the County is unable to resell the booth space, then no monies shall be refunded. Cancellations must be received no later than thirty (30) days prior to July 3, 2024. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the event. Adams County shall also have the right to immediately terminate this Application for cause, by providing written notice to Concessionaire, should Concessionaire fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Application.

3. County Access to Concessionaire Booth Space:

Adams County and its employees, agents, assigns or volunteers, shall have access to any Concessionaire space/premises at all times. Concessionaire is responsible for securing personal items and the County is not responsible for lost or stolen items.

4. Location of Exhibits:

Adams County Parks Management reserves the right to relocate or cancel any exhibit or display that it determines is not in the best interest of the event.

5. Motorized Vehicles:

The use of any self or motor powered vehicle such as ATV's (4-wheelers), bicycles, scooters, skateboards, golf carts, roller blades or other skates is NOT PERMITTED. Exceptions are made for the mobility impaired, approved event staff and police/emergency personnel.

6. Concessionaire Conduct and Booth Space Appearance:

Concessionaire shall conduct the operation of the exhibit, display or concession in a quiet and orderly manner at all times and shall keep the booth space display area neat, clean and free from rubbish. Concessionaire is responsible for the appearance, maintenance and attractive condition of the booth space. Concessionaire is required to keep clean at all times the 5' space immediately surrounding the booth space. Concessionaire is responsible for the proper disposal of all waste products. All refuse must be secured in plastic bags before depositing in the designated trash containers. Violation of this paragraph may result in the loss of booth space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental fee will be authorized under such circumstances.

- a. Concessionaire should make provisions to protect their display from sun, wind and inclement weather. Concessionaire must conduct all related business within their allotted space. No products, signage, literature shall be presented outside the designated booth space.
- b. Tents should be made with a durable, fire resistant material; no tarps are permitted at the Adams County event. Tents larger than a 10 x 10 must be approved through Brighton Fire Rescue District.
- c. Concessionaire's staff should be neat, clean and attentive to customers.
- d. If an item is not related to the space's theme or product(s) do not enhance the appearance of the space or is not for sale, it does not belong in the view of the public. Cardboard boxes, storage containers, and miscellaneous sundries should become part of the "backstage" area and not part of your booth decoration.

7. Sound Devices:

Concessionaires shall obtain permission from the Adams County Parks Management for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that said use will not interfere with any other displays or exhibit. The Adams County Parks Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

8. Set-Up:

Concessionaire agrees to have their exhibit in place one hour prior to event on the day of event and fully operational by event start as agreed upon with Event Management. If concessionaire has not moved in and completed set up by agreed on time, Adams County Parks Management reserves the right to resell the booth space. No monies shall be refunded for NO SHOWS.

9. Tear Down:

All concessionaires must remain fully intact and operational until the end of the event. Early teardown will result in denial of future participation in the Adams County Stars & Stripes Celebration.

10. Changes or Alterations:

This application contains the entire agreement between the parties related to the rental and operation of a booth at the Adams County Stars & Stripes Celebration. There will be no change, alteration, variation or deviation from the terms of this application unless the same is made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future that is not incorporated herein shall have any binding force or effect on this agreement.

11. Force Majeure:

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, pandemics, fires, flood earth quakes, or other acts of God.

12. Electrical Cords:

- a. All equipment, regardless of source of power, must comply with all national, state, and local safety codes.
- b. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.
- c. Cords shall be plugged directly into approved receptacle.
- d. Do not overload extension cords, or use octopus fixtures, which enable things to run from a single outlet.
- e. Do not repair damaged cords with tape, REPLACE THEM.
- f. Adams County Parks shall not be responsible for any electrical power surges or any loss of business due to outages.

13. No Exclusives:

Adams County strives to maintain a balance of concessionaires and will not grant exclusive product sales to any vendor.

14. Sales Tax:

All concessionaires are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Colorado Department of Revenue at or 1-303-238-7378. The following link contains tax instructions and forms <https://www.colorado.gov/pacific/tax/sales-and-use-tax-rates-lookup>

15. Aisles:

All aisles shall be kept clean of debris. No interviews, demonstrations, distribution of literature or similar activity shall be permitted outside the exhibit space.

16. Insurance:

Concessionaires are required to provide a Certificate of Insurance showing a three-million dollar Comprehensive General Liability, Worker’s Compensation Insurance as required by Colorado law, Automobile Liability on the vehicle that pulls the concession trailer and on any golf or utility vehicle. The requirements must be valid during the event dates and submitted with the signed contract. Adams County must be named as additional insured.

17. Indemnification and Release of Liability:

Concessionaires shall indemnify and hold Adams County and their respective officers, employees, agents, volunteers and subsidiaries harmless from any and all claims, liabilities, or other damages of any nature whatsoever, including costs, and attorney’s fees, relating to the performance of this agreement.

18. Lost and Found:

Lost and found is located at the Adams County Parks Office.

19. Independent Contractors and Worker’s Compensation:

Concessionaire shall undertake and perform the services of this agreement as an independent contractor and is solely responsible for obtaining and maintaining adequate Worker’s Compensation Insurance, personal injury and property insurance, and that all personnel employed by Concessionaire are not and shall not be employees, agents or servants in the County. Pursuant to the Workers’ Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the Concessionaire understands that it and its employees and servants are not entitled to workers’ compensation benefits from the County. The Concessionaire further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this agreement.

20. Compliance with Laws and Required Conduct:

Concessionaire must abide by all local, state, & federal laws, rules and regulations at all times during the course of this agreement. Failure to comply with the terms of this agreement or any misconduct including harassment or mistreatment by any vendor of the Health Department Officials, Adams County Staff, Adams County Sherriff’s Office Staff, attendees or fellow concessionaires may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

I HAVE READ AND AGREE TO FOLLOW THE RULES AND REGULATIONS AS SET FORTH IN THE ADAMS COUNTY FAIR RULES AND REGULATIONS AGREEMENT.

_____ **Concessionaire’s Signature/Date**