

January 11, 2012

Dear Commercial Exhibitor:

Thank you for your interest in the Adams County Fair. We look forward to the opportunity to work with you for the 2012 Adams County Fair. The dates of the fair will be August 1-5, 2012. The enclosed packet contains the following:

- Fair Information Sheet
- Commercial Application
- Indoor Layout
- Outdoor Layout

Please fill out the application in its entirety and return it to our office. If you should have any questions please email me at msnodell@adcogov.org.

Again thank you for your interest in the Adams County Fair.

Sincerely,

A handwritten signature in black ink that reads "Melanie Snodell". The signature is written in a cursive, flowing style.

Melanie Snodell
Co-Fair Manager

Enc.

Adams County Fair
August 1-5, 2011
www.adamscountyfair.com

Dates:

August 1-5, 2011

Fair Hours:

The fair opens at 5:00 p.m. on Wednesday, 10:00 a.m. on Thursday through Sunday. The fair closes daily at 11:00 p.m.

Fairgrounds Location:

9755 Henderson Road, Brighton, CO 80601

Admission is Free; Parking is \$5.00 per car on Thursday through Sunday

Theme Days

Sneak a Peak Night

Senior Day

Kids Day

Sponsor/Jr. Livestock Buyer Appreciation Day

Fiesta Day

Attendance

The estimated 2011 attendance *totaled 65,000* people. Over the past five years the average attendance has been *67,000 people*.

Community Value

Fair bring communities together, crossing cultural demographic and ethnic lines to provide affordable family entertainment, education and enrichment.

Education and Enlightenment

The fair offers an important link to the county's strong agricultural roots and serves as a reminder that Adams County has a history rich in agricultural history.

Entertainment Options

Rated as the Best of the Best from Metro North Newspapers the fair offers something for everyone. The United Power Grandstand Arena hosts rodeos, motorsports and cultural entertainment. In addition the fair keeps things lively with entertainment stages, on grounds entertainment and rides and amusements on the Midway.

Competitions

The fair teaches the value and rewards of hard work, innovation, presentation and creativity by awarding trophies, ribbons and cash awards across more than 5,000 competitive exhibit categories.

Exhibits

The fair reflects the unique values and heritage of Adams County with hundreds of exhibits showcasing livestock, crops, artwork, baked goods, crafts and more.

Food and Fun for All

There's always plenty to do at the Fair including free concerts, great food and drinks, a children's pavilion featuring a petting zoo, bungee jumping, rock climbing, face painting and more.

Marketing Support

Consumers in and around Adams County learn about the fair via a \$65,000.00 marketing campaign across print, broadcast, online platforms plus the Adams County Fair Guide.

Valuable Corporate Sponsorship

Cost effective sponsorship programs provide business the opportunity to enhance their community image, market and brand their goods and services, build lasting customer relationships and help bring the experience of a county fair to hundreds of thousands of appreciative consumers.

Fair sponsors receive exposure across print, online, broadcast and on-site marketing executions. Top level sponsors also enjoy custom promotions plus valuable naming rights to venues, activities, entertainment, special admission days and events.

Sponsorship packages are available in six levels; mobile marketing packages are also available for marketers interested in product sampling at the Fair.

COMMERCIAL EXHIBIT APPLICATION/AGREEMENT
ADAMS COUNTY FAIR (August 1-5, 2012)
Adams County Regional Park – 9755 Henderson Road, Brighton CO 80601
www.adamscountyfair.com / Phone 303.637.8000 / Fax 303.637.8015

Business/Company (the “exhibitor”) _____

Contact Person _____

Mailing Address _____

Cell Phone _____ Phone _____ Fax _____

Email Address _____

Company website address _____

Federal ID or Social Security Number _____

Does anyone in Adams County Government work for your or have any other financial interest in your business?
 _____, if yes please explain _____

APPLICATION PACKET:

Exhibitor is required to be submitted with the following materials: **ONLY COMPLETE APPLCIATIONS WILL BE PROCESSED, ADAMS COUNTY FAIR DOES NOT HOLD SPACES.**

1. Completed and executed application/agreement.
2. Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)
3. Photo of Booth (if applicable) and a complete description of items to be sold, demonstrated, etc.
4. Certificate of Insurance. Must name “Adams County Fair” as additional insured.
5. Copy of Sales Tax License (if applicable).

APPLICANT APPROVAL AND SELECTION:

Approval and selection of vendors will depend on product type, quality and pricing, and exhibitor history. Adams County reserves the right to deny rental of a commercial booth space. Previous participation in the Adams County Fair does not guarantee an exhibitor 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 Fair of the Exhibitors products or services. Exhibitors will be notified by either email or US Mail as to the status of their application. The balance of booth space fees is due no later than July 6, 2012. Failure to make full payment of the booth space fee by this date will result in booth assigned on an as available basis and may result in forfeiture of booth space and any monies paid.

COMMERICAL EXHIBITOR BOOTH RATE INFORMATION AND FEES:

Quantity	Size of booth	Includes	Fee	Total
	10x10 INSIDE	Pipe and drape space, one 6’x30” table, 2 chairs, 2 exhibitor parking passes (additional parking passes can be purchased for \$5.00)	\$265.00	
	10x10 OUTSIDE	2 exhibitor parking passes (additional parking passes can be purchased for \$5.00)		
	110 Volt Electricity	Indicate Amps : #of outlets:	\$75.00	
	220 Volt Electricity	Indicate Amps: # of outlets:	150.00	
		Additional Parking Passes	\$5.00	
		Grand Total		\$

I have read and agreed to all contractual provisions as set forth in this Commercial Exhibitor Application/Agreement.

 Exhibitor Signature

 Date Signed

Adams County Fair Commercial Exhibitor Rules and Regulations

1. Application Packet

Exhibitor is required to be submitted with the following materials: **ONLY COMPLETE APPLICATIONS WILL BE PROCESSED. ADAMS COUNTY FAIR DOES NOT HOLD SPACES.**

1. **Completed and executed application/agreement.**
2. **Deposit of 50% of the total booth space fee detailed below. Make check or money order payable to Adams County Fair. (\$25.00 charge for returned checks.)**
3. **Photo of Booth (if applicable) and a complete description of items to be sold, demonstrated, etc.**
4. **Certificate of Insurance. Must name "Adams County Fair" as additional insured.**
5. **Copy of Sales Tax License (if applicable).**

2. Exhibitor Approval and Selection

Approval and selection of vendors will depend on product type, quality and pricing, public treatment and exhibitor history. Adams County reserves the right to deny rental of a commercial booth space. Previous participation in the Adams County Fair does not guarantee an exhibitor 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 Fair of the Exhibitors products or services. Exhibitors will be notified by either email or US Mail as to the status of their application. The balance of booth space fees is due no later than July 6, 2012. Failure to make full payment of the booth space fee by this date will result in booth assigned on an as available basis and may result in forfeiture of booth space and any monies paid.

3. Booth Space Fees

Balance of the booth space fee amount is due no later than July 6, 2012. Failure to make full payment of the booth space fee by this date will result in booth space assigned on an "as available" basis and may result in forfeiture of booth space and any monies paid. **NO BOOTH ASSIGNMENT** will be made until full payment is received by the County.

4. Cancellation and Termination

In the event of cancellation for any reason by the exhibitor, 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 6, 2012, or deposits may be forfeited. Refunds, if any, will be mailed within thirty (30) days after the Adams County Fair. County shall also have the right to immediately terminate this Application/Agreement for cause, by providing written notice to Exhibitor, should Exhibitor fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Application/Agreement.

5. County Access to Exhibitor Booth Space

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

6. Location of Exhibits

The Fair Authority reserves the right to relocate or cancel any exhibit or display that it determines is not in the best interest of the Fair.

7. Ice

The Adams County Fair sells ice for \$5.00 per bag C.O.D. More information will be provided upon check in regarding ice at the Adams County Fair.

8. Motorized Vehicles

No vehicles are allowed to travel on the Fairgrounds at any time during the Adams County Fair operational hours. During set up, tear down and resupply times in the morning anyone driving any type of motorized vehicle onto

the fairgrounds must drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 mile per hour at all times.

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

Displayed vehicles and equipment having gasoline or any other flammable fuel reservoirs shall be emptied, fuel caps shall be sealed, taped and batteries or other electrical sources shall be disconnected. Such vehicles and equipment shall be subject to inspection by the Fire Marshall at any time. Propane tanks must have a permit tag form the Brighton Fire Department at 303-659-4101.

9. Exhibitor Conduct and Booth Space Appearance

Exhibitor 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. Exhibitor is responsible for the appearance, maintenance and attractive condition of the booth space. Exhibitor is required to keep clean at all times the 5' space immediately surrounding the booth space. Exhibitor is responsible for the proper disposal of all waste products. All garbage and 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 will be authorized under such circumstances.

- A. Weather. Exhibitor should make provisions to protect their display from sun, wind and inclement weather. Exhibitor acknowledges that there is a good possibility of severe wind and weather during the Adams County Fair.
- B. Vendors must conduct all related business within their allotted space. No products signage, literature shall be presented outside the designated booth space.
- C. Tents should be made with a durable, fire resistant material, no tarps will be allowed.
- D. Sidewalk areas around the booth and aisles must be kept open at all times. No products can be displayed in these areas.
- E. Exhibitor's staff should be neat, clean and attentive to customers.
- F. If an item is not related to your space's theme or products and does not enhance the appearance of your space or is not for sale, it does not belong in the view of the public. Cardboard boxes, storage containers, novels, and misc sundries should become part of the "backstage" area and not part of your booth decoration.
- G. Exhibitor shall maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. Exhibitor shall keep the premises and every part in a clean and wholesome condition-free of any objectionable noises, odors or nuisances.
- H. Exhibitor is responsible for cleaning his/her own booth space area at the end of each day. Exhibitor is required to place all trash in the trash respectable. County clean-up personnel will not enter the booth space area.

10. Sound Devices

Exhibitors shall obtain permission from the Fair 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 Fair Manager reserves the right to revoke permission for the use of such sound devices at any time for cause.

11. Promotional Items

Promotional items may be distributed only from designated booth spaces. No food, beverage or alcoholic beverages may be given away without prior approval from the Adams County Fair and Tri County Health Department.

12. Set-Up

Exhibitor agrees to have their exhibit or display in place prior to the opening of the fair and fully operational by 4:00 p.m. opening day of the Fair. If exhibitor has not moved in and completed set up by 3:00 p.m. opening day at the Fair, Adams County shall reserve the right to resell the booth space. No monies shall be refunded for NO

SHOWS. Booth set up will be starting on Tuesday, July 31, 2012 at 10:00 a.m. until 8:00 p.m. and Wednesday, August 1, 2012 starting at 8:00 a.m.

13. Tear Down

All INDOOR booth spaces must remain totally intact and operational until 5:00 p.m. on Sunday, August 5, 2012. All OUTDOOR booth spaces must remain intact and operational until 8:00 p.m. on Sunday, August 5, 2012. Early teardown may result in denial of future participation in the Adams County Fair.

14. Changes or Alterations

This agreement contains the entire agreement between the parties related to the rental and operation of a booth at the Adams County Fair. There will be no change, alteration, variation or deviation from the terms of this Agreement 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.

15. 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, fires, flood earthquakes, or other acts of God.

16. Electrical Cords

Each exhibitor must furnish its own booth setup and electrical cords. All cords must be approved type and grounded.

17. No Exclusives

The fair will strive to maintain a balance of exhibitors, the fair will not grant exclusive product sales to any vendor.

18. Servicing

All vehicles must be removed from the immediate exhibit area by 3:00 p.m. on Wednesday, August 1, 2012 and by 9:00 a.m. every other day.

19. Sales Tax

All exhibitors are responsible for the collection and submittal of sales tax to the State of Colorado and Adams County. Additional information is available from the Secretary of State's Office at 303-534-1208 or 1-800-332-2085.

20. Indoor Exhibits

No sign, partition, apparatus, equipment or furnishings may extend more than 10 feet above the floor in an exhibit space without permission of the Fair Authority. No pins or tacks are permitted in drapes, walls, posts, etc. No nails or screws shall be placed into the floor.

21. 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.

22. Alterations

All structures work or alterations shall be inspected and approved by the Fair Management. All construction materials used shall comply with existing fire codes or regulations. All flammable materials such as bunting, drapes, etc., shall be fire proofed. All cloth over one square yard unless it is a display product, shall be fire proofed. No crepe paper is permitted.

23. Special Carpentry

Any special carpentry, gas, steam water or drainage connections shall be installed at the exhibitor's expense with prior approval of the Fair Management. Vendor is responsible for obtaining all necessary permits.

24. Hours of operation

Booth must be staffed during all open operation hours of the Fair. Exhibitors with unattended booths will automatically forfeit their right to return in future years. The above hours apply to all exhibitors.

Wednesday, August 1, 2012	5:00 p.m. – 9:00 p.m.
Thursday, August 2, 2012	10:00 a.m. – 9:00 p.m.
Friday, August 3, 2012	10:00 a.m. – 10:00 p.m.
Saturday, August 4, 2012	10:00 a.m. – 10:00 p.m.
Sunday, August 5, 2012	10:00 a.m. – 5:00 p.m. (indoors) 8:00 p.m. outdoors

25. Parking Permits& Camping

Due to the limited parking in the exhibitor parking area only two (2) parking passes will be issued per booth. Additional parking passes may be purchased for \$5.00 per pass. Under no circumstances will vendors be allowed in the gate without a pass or paying the \$5.00 parking fee. Passes will not be replaced if lost or stolen. Close parking for vendors is not guaranteed. A map showing designated vendor parking will be included with the booth confirmation packet.

There are a limited number of camping spaces available at the Adams County Fair. Camping permits can be obtained through the Adams County Fair office for a fee of \$25.00 per day.

All vehicles must be parked in either the designated vendor parking lot or the general parking lot. Vehicles parked in fire lanes, non designated vendor or general parking lots will be towed. **ABSOLUTELY NO PARKING WILL BE ALLOWED ON THE EAST SIDE ALLY OF THE INDOOR ARENA. ANY VEHICILE PARKED IN THIS AREA WILL BE IMMEDIATELY TOWED.**

26. Insurance

Vendors are required to have a Certificate of Insurance showing a one-million dollar Comprehensive General Liability policy. *The requirements must be valid during the Fair dates and submitted with the signed contract and Adams County must be named as an additional insured.*

27. Indemnification and Release of Liability

Exhibitors shall indemnify and hold the Adams County Fair, 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.

28. Freight

There is no available room on the fairgrounds for exhibitor storage. Please arrange for any storage needs through local shipping companies. Packages sent to the exhibitor and not picked up by the end of the Adams County Fair will be returned to the sender at the expense of the exhibitor. The County does not assume any responsibility or liability for any packages or shipments. The County Fair will not accept C.O.D. packages.

29. Smoking

No smoking shall be permitted in any building at the Adams County Regional Park. An area shall be designated outside for smoking. No smoking is permitted in livestock barns and arenas on the complex.

30. Security

The County will make every effort to provide adequate building and grounds security during the Adams County Fair. The Adams County Sheriff's Office will provide 24 hour security. The, County, however cannot be held responsible for any loss or damage or for injury or for any cause. Exhibitor must make provisions for the safe guarding of their displays and are urged to insure themselves properly against property loss, damage and against the liability for personal injury. Exhibitors must secure their own property.

31. Lost and Found

A lost and found will be located at the Adams County Parks Office.

32. Note

Part of the events planned includes a free stage in the Midway Area. Please be aware that bands will be performing daily with amplified music on this stage.

33. Independent Contractors

Contractor 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 Contractor 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 Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this agreement.

34. COMPLIANCE WITH C.R.S. § 8-17.5-101,ET. SEQ

Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference

35. COMPLIANCE WITH LAWS

Exhibitor/Vendor 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, for misconduct, harassment, or disrespect of the Health Department Officials, Adams County Fair Staff, Adams County Sherriff's Office Staff, attendees or fellow exhibitors 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.

Exhibitor's Signature/Date

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

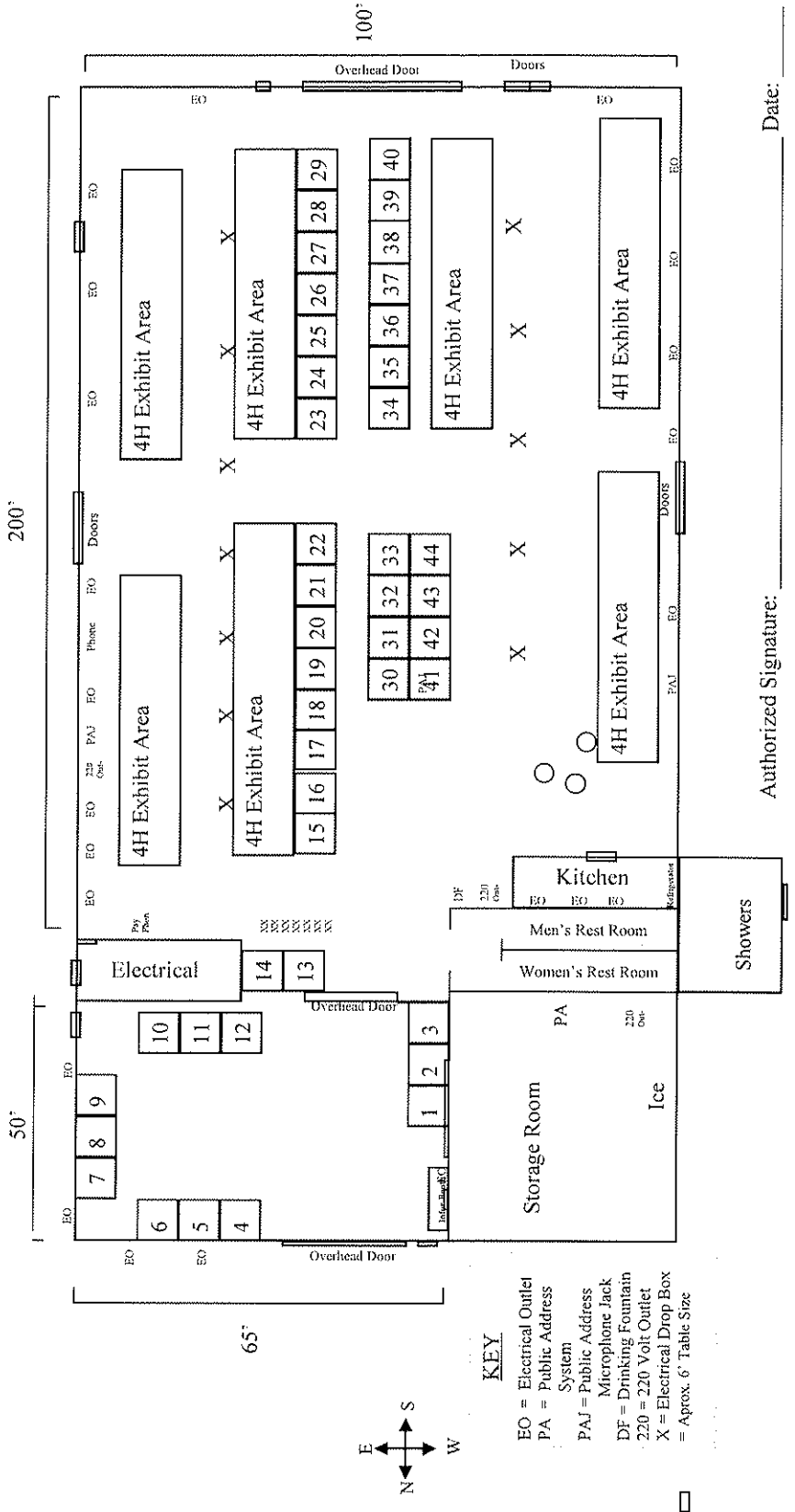
Exhibit Hall Facility Set-Up Form

All Booths @\$265.00

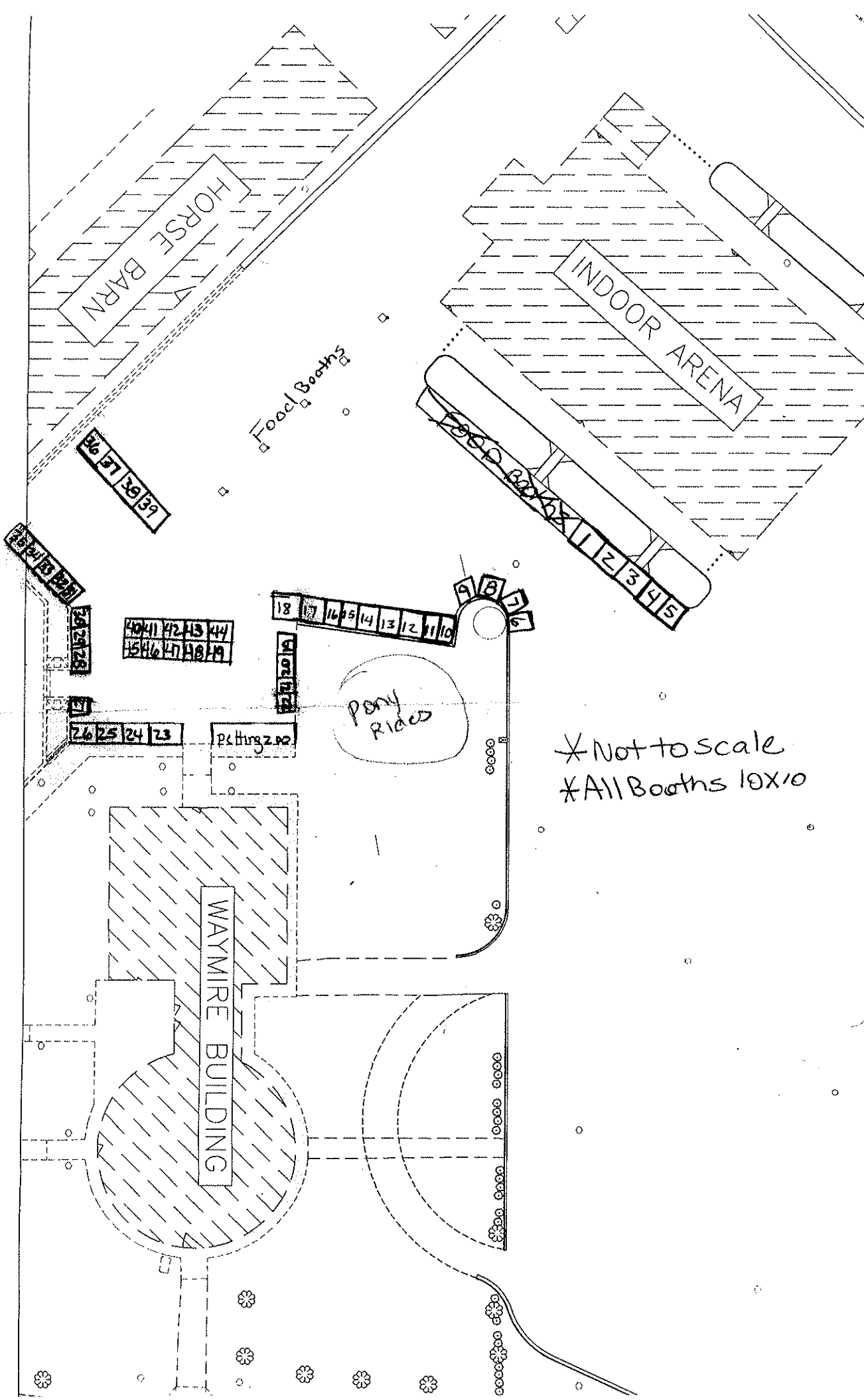
Layout not drawn to scale

The Adams County Fair is August 3-7, 2011. Check in is on Tuesday, August 2nd from 2:00p.m.-7:00p.m. or Wednesday, August 3, 2011 from 9:00a.m.-3:00p.m, your booth must be operational by Wednesday, August 3rd by 3:00p.m. Your booth must be manned the following hours each day:

Wednesday, August 3, 2011 Thursday, August 4, 2011 Friday, August 5, 2011 Saturday, August 6, 2011 Sunday, August 7, 2011	5:00 pm-9:00 pm 10:00 am-9:00 pm 10:00 am-10:00 pm 10:00 am-10:00 pm 10:00 am-6:00 pm
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Authorized Signature: _____ Date: _____



*Not to scale
 *All Booths 10x10