

# 2024 El Paso County Fair Vendor Handbook



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EL PASO COUNTY

**FAIR**

JULY 13 - 20 | CALHAN, CO



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# Welcome 2024 Vendors!

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Thank you for your interest in participating as a vendor in the 119th El Paso County Fair. The fair is a county-wide event that celebrates our history, culture, and heritage through a variety of 4-H activities, local arts and crafts, vendor opportunities, educational classes, and special events. We had the privilege to host approximately 26,000 fairgoers from across the county, state, and country last year, and it is our goal to reach new heights in 2024 “It’s Epic Out Here”.

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## Contact Information

Meet your Vendor Coordination Team.  
We are here to assist you in any way we can!

*El Paso County Fair Staff – Vendor Coordinator*

**Skye Bogle**

Office: (719) 520-7882

Email: [skyebogle@elpasoco.com](mailto:skyebogle@elpasoco.com)

*Fair Advisory Board Members – Vendor Committee*

**Michael Publicker**

**Felicia Publicker**

**Amanda Sorrell**

**Michael Miller**

El Paso County Fair & Events Complex

366 10th Street

Calhan, Co. 80808

Office	(719) 520-7880
E-Mail	<a href="mailto:events@elpasoco.com">events@elpasoco.com</a>
Website	<a href="http://www.elpasocountyfair.com">www.elpasocountyfair.com</a>

# Vendor Registration

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## Applying for Space

Vendors are encouraged to apply online at: <https://www.elpasocountyfair.com/f/16>

- All new and returning vendors must submit a new application if interested in participating at the El Paso County Fair.
- Discounts: A 10% Early Bird application discount on booth fees will be provided if you complete your application and pay your booth fee in full by December 31st, 2023.
- Payment: All outstanding final payments and supporting documents for submitted applications are due no later than May 31st, 2024.
- Returning vendors will be given priority if a new application is received by December 31st, 2023.
- Every effort will be made to meet requests for specific sites, but such requests cannot be recognized as a condition for participation. The Fair will attempt to honor all preferences for space to the best of our ability.
- All applicants will be required to include color photos of their display. For new vendors without photos available, please provide a diagram and description of your booth layout and website or social media info for merchandise.
- All vendors selling food and/or beverage products must have a valid Colorado State Food License through the duration of the fair. A copy of a current license or an application must be submitted with vendor application. The El Paso County Health Department may arrive unannounced and will ask to see copies of your Sales Tax License, State Food License, and Event Permit. Please have all documents available for review in your vendor booth. Please contact the El Paso County Health Department to ensure you have required permits: (719) 578-3199.
- Each vendor with a completed vendor packet on file by May 31st, 2024 will be listed in our Fair Guide.

# 2024 Vendor Registration

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## Application Acceptance

- All applicants are given equal consideration based upon available space, and the applicant's ability to:
  1. set up an attractive and professional looking display
  2. offer a unique product of great quality
  3. conduct business in an ethical and professional manner
  4. meet financial responsibilities and all contractual obligations.
- Right of Refusal: In order to maintain product balance, and as a means of encouraging new products, it sometimes becomes necessary for the Fair to deny space requests or menu items when too many vendors wish to exhibit or sell the same or related products.
- Acceptance of any application does not imply endorsement by the El Paso County Fair of the vendor's products or services.

## Cancellations / Refunds

The Vendor Committee will consider a vendor refund if contacted thirty days in advance of the Fair. The vendor fee will be refunded only if the Vendor Committee is able to resell the booth space. No vendor is guaranteed the right to a refund.

## Vendor Hours of Operation Schedule

All Vendors MUST be open for business according to the Vendor Hours of Operation Schedule (see below). These hours are subject to change pending daily activities.

<u>Dates</u>	<u>Time</u>
Saturday (13th)	10am-10pm
Sunday (14th)	10am-8pm
Monday – Thursday (15th-18th)	11am-7pm
Friday (19th)	11am-10pm
Saturday (20th)	10am-10pm

**Exception:** All Vendors with outdoor spaces may open earlier and choose to remain open as long as the fairgrounds are open.

# Vendor Schedule

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## Set Up Schedule

Set Up Hours: The Fairgrounds will be open from 8:00 am to 5:00 pm on July 11th & 12th for vendor check-in and set up.

- Upon arrival at the Fairgrounds for set-up, all vendors MUST report to the Fair Office in Swink Hall, to verify space location, get vendor information, camping, parking, and vendor passes.
- Please do not attempt to locate your space until after you check-in. Should a vendor set up in the wrong space, the vendor agrees to move to the proper location at the vendor's own expense.
- All vendors MUST complete check-in and set up before July 12th at 5:00 pm.
- No vendor will be allowed to set up on or after opening day (July 13th).
- No security will be provided until opening day of the Fair; therefore vendors must secure their own booths in a manner with which they are comfortable.

## Vendor Tear Down Schedule

Tear Down Hours: All vendors MUST remain totally intact and operational until 10:00pm the final night of the Fair. NO EXCEPTIONS. This may be extended based on fair patron attendance at the last event.

- Vehicles will not be permitted on the Fairgrounds for load-out until after 11:00 pm or when Fair Management deems it safe.
- No security will be provided after the Fair ends on the final night; therefore vendors must secure their own booths in a manner they are comfortable.
- All refuse/debris must be cleaned from your booth area and deposited in appropriate receptacles.
- Early tear down may result in the denial of future contracts.

# Vendor Insurance and Sales Tax

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## Insurance Requirements

All Vendors must have proper copies of insurance on file prior to setting up for the El Paso County Fair. The following insurance coverage is required:

Comprehensive General Public Liability and Property Damage Insurance, including Personal Injury:

- Bodily Injury: \$1,000,000 each occurrence.
- Property Damage: \$1,000,000 each occurrence.
- Aggregate Property Damage: \$1,000,000 and naming the “El Paso County Fair” and “El Paso County, Colorado” as additional insured.
- Insurance Certificates must cover the entire duration of the Fair.
- El Paso County must be named as an additional insured.

General liability coverage meeting these requirements can be purchased at:  
<https://www.elpasocountyfair.com/p/fair-information/vendor-information>

## Sales Tax Collection and Submittal

All Vendors are responsible for the proper collection and submittal of sales tax to the State of Colorado and El Paso County. Vendors making sales to the public must be properly licensed and remit the following percentages.

- State of Colorado – 2.9%
- El Paso County – 2.23%
- Total Tax – 5.13%

Each vendor is required to obtain a Special Event Tax License for the duration of the fair. The fee for a one-time Special Event License is \$8. However, if you already hold a Colorado Sales Tax or Wholesale License, there is no additional cost for the Special Event License.

The application form for the Special Event Sales Tax (DR 589) can be accessed via this link: <https://tax.colorado.gov/DR0589>

If you should have any questions or need a sales tax license, please call Colorado State Department of Revenue (719) 594-8706 or (303)238-7378 or [www.taxcolorado.com](http://www.taxcolorado.com).

Documents for the Fairgrounds: All Vendors must submit tax identification numbers, a copy of your Colorado State Sales Tax License and the Special Event Tax License with their application packet.

# Assistance at the Fair

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## **Security / Sheriff**

The El Paso County Sheriff's Office provides security during business/operating hours and are located near the south entrance of fairgrounds. For assistance, please call (719) 390-5555.

Additionally, El Paso County Security Services personnel, Calhan Police and Fire and other local law enforcement agencies may be on the Fairgrounds.

If you notice any missing or damaged items report them IMMEDIATELY to the Sheriff's Office Command Center located near the south entrance.

## **First Aid**

The First Aid Booth is located north of the Grandstand Building and is open during daily Fair hours.

## **Fair Staff and Volunteers**

All Fair Staff and Advisory Board Members as well as other volunteers will be available to assist any vendor. Please locate one of these individuals who will be wearing a blue Fair vest.



# Vendor Vehicles and Parking

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## Vendor Entry Passes

Entry Passes: Vendors will be issued two (2) season passes upon check-in. A season pass is good for one person entrance to the fair for all 8 days. A vendor may turn in a season pass for 8 daily passes.

- Additional Passes for vendors and their employees, will be available for purchase at the season pass rate. Children 3 and under are admitted free at any time.
- The Fair will not replace any lost or stolen passes.
- These passes are for those who work at the Fair. Any attempt on the part of the vendor, their employees, agents, or representatives to sell, exchange, or barter any privilege or admission passes issued by the Fair, will be sufficient cause for termination of the contract, and ejection from the Fairgrounds.
- Vendors and employees without their season pass may be required to pay admission at the gate.

## Parking at the Fairgrounds

Basic Parking Permits: Each Vendor shall receive one (1) vehicle pass with the business name on it to permit entry to the Fairgrounds for deliveries. Additional vehicle passes will be at a \$25.00 charge each.

Handicap Parking Permits: Vendors who have a current vehicle handicap sticker or license plate may request one (1) Handicap Parking Permit in lieu of regular parking. This parking is available in the North Parking Lot.

## Golf Carts and Carriers

Use of golf carts or similar motorized vehicles by vendors during fair hours is prohibited. Exceptions can be granted upon special request prior to fair and approval by the Vendor Committee. Only a licensed driver shall operate the golf cart.

# Vendor Vehicles and Parking

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## Driving on the Fairgrounds

All vehicles must be removed from the fairgrounds by 8:30am on weekends and 9:30am on weekdays. No exceptions will be allowed.

- Vendors may drive on the Fairgrounds for restocking before the cutoff time each day. Supplies arriving after may be delivered by Fair staff if available. Please contact a member of the Vendor Committee to make arrangements.
- Any vehicle not removed before the cutoff time is subject to towing at the owner's expense. Violation of delivery times and/or failure to remove vehicles from the grounds may result in towing at the owner's expense. El Paso County and the Fairgrounds are not responsible for any damage caused by the removal of unauthorized vehicles.
- Anyone driving onto the Fairgrounds must drive at a safe speed and must yield to pedestrian traffic. The speed limit on the Fairgrounds is always 5MPH.
- Should an accident happen, that could be attributed to the Vendor, the Vendor's employees or the Vendor's operation, that Vendor will be held liable.
- Please do not drive on the ADA walkways. If access to your space requires crossing the ADA walkway, please see Fairgrounds staff for instructions.

## Camping on the Fairgrounds

Vendor camping spaces at the fairgrounds are available for an additional fee.

- Vendor camping spaces are reserved for July 10-21. Early arrivals for camping must be arranged in advance with the Fairgrounds office and will require Vendor Committee approval.
- Reservations for Fairgrounds camping must be made with the vendor application.
- Vendor camping spaces are limited, so reservations will be processed on a first come-first served basis.
- No campers (living quarters) will be allowed in the commercial booth spaces.

# Vendor Utilities

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## Electrical

Each Vendor must furnish its own booth setup and electrical cords. All cords must be of approved type (UL), grounded, and rated higher than the electrical unit that is plugged into the cord. Electric provided by the Fair where available is 110, primarily 20 amps, limited 30 amps, some 220 is available and typically reserved for our food concessionaires.

The Fairgrounds also requires all Vendors to follow these guidelines as applicable:

- Cords shall be plugged DIRECTLY into approved receptacles.
- Do not overload extension cords or use octopus fixtures.
- Do not repair damaged cords with tape. REPLACE THEM!
- All cords over an indoor pedestrian walkway or aisle must be at least eight (8) feet above the floor.
- Outdoor cords must not create a hazard to the public.
- All splices must be protected and not touching the ground.
- All extension cords, light strings, and temporary wiring must be UL approved for indoor or outdoor use and adequate for draw.
- Due to limited electrical capacity, each Food Booth is limited to one appliance or display hook-up, respectively, in addition to those already in permanent service. No non-commercial appliances are permitted.
- In the event a Food Concessionaire has more electrical use than what can be supported, it will be the responsibility of the Food Concessionaire to seek alternate power sources (i.e., generators, with approval of the Vendor Committee).
- No alterations to electrical cords or placement can be made without prior approval and inspection.
- All equipment, regardless of source of power, must comply with all national, state, and local safety codes.
- All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.
- Prior approval from the Vendor Committee and proper cord protectors are necessary before cords may cross a public traffic area on the grounds.
- The Fair shall not be responsible for any equipment damage or loss of business due to outages or power surges.
- Wiring directly to any Fairground circuit is not allowed.

In the event of disruption in electrical or water service, the El Paso County Fair Board, and Vendor Committee will not be held responsible for damage to any food, products, or equipment.

# Vendor Utilities

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## **Electrical Inspection**

For the health, safety, and welfare of those who participate in and attend the El Paso County Fair ALL exhibits may be inspected by an El Paso County Electrician or other licensed electrician prior to the opening of the first day of the Fair.

## **Water**

Most exhibit areas do not have ready access to water. Vendors requiring occasional use of water must provide their own hoses and buckets and shall not allow water to overflow, leak, or drain on the ground or floor. The Vendor Committee reserves the right to disconnect defective or damaged hoses. All devices connected to fairgrounds water supply will utilize a backflow prevention device.

## **Gas**

Vendors requiring gas must provide their own system. Absolutely no flammable liquids are allowed in any exhibit building.

## **Grey Water**

The unauthorized dumping of grey water may result in revocation of business privileges. Limited grey water collection points are available. All collection containers must be covered.

## **Sewer**

No sewer facilities are available in any commercial exhibit area. Use of sinks, toilets, and other facilities not fully self-contained are strictly prohibited.

# Fairgrounds Office Services

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## U.S. Mail / UPS / FedEx

For your convenience, all regular outgoing mail can be taken to the Fair Office in Swink Hall. As a service to Vendors, the Fair Committee will deliver mail to you daily. This will be done when convenient for Fairgrounds staff.

- Packages can be picked up daily Monday thru Friday from 1:00 pm to 4:00 pm at the Fair Office.
- All packages will be signed for by the Fair personnel and documented into a Delivery Logbook.
- Vendors will be required to sign the Delivery Logbook to receive their packages. (No COD packages will be accepted by the Fair unless prior arrangements have been in at the Fair Office.)
- Packages not picked up within three days will be returned. The Fair will not assume responsibility or liability for shipments.
- Packages that are sent via Federal Express can be brought to the Fair Office no later than 3:00 pm Monday – Friday. Vendors are responsible for contacting Federal Express and making arrangements for pickup. Fed- Ex – 1-800-238-5355.

## Photocopy Center

There will be a Photocopy Center located at the Fair Office located in Swink Hall. Hours for Photocopies are Monday – Friday 1:00 pm – 4:00 pm

Black/White Copies- First page is free. \$0.25 per page thereafter.

# Vendor Booths

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## Vendor Location

The Vendor Committee reserves the right to locate, re-locate, or cancel any exhibit/display/concession that is not in the best interest of the Fair or El Paso County. Vendors shall not sublease booth spaces or portions thereof without prior written authorization from Vendor Committee. Two or more businesses, groups, or persons may not exhibit in a single space without prior written approval from Vendor Committee. Vendors must stay within the rented booth dimensions associated with their application. No room is available on the grounds for vendor storage or supplies outside of the Vendor's booth location.

## Outdoor Booths

Dimensions: All outdoor Vendor booths are 20 feet deep and are sold by the foot on frontage length. See application for prices.

Weather: Vendors located outdoors should make provisions to protect their display from sun, wind, inclement weather, flooding, and water trucks. It is suggested that you build your exhibit space up on raised floors, to avoid water damage in case of rain.

Vehicles In Booth Space: Vehicles may be located with outdoor exhibit spaces if an integral part of the exhibit and parked within the confines of the rented space. Vehicles must remain in place throughout the duration of the Fair and must not be moved. A vendor who wishes to keep a vehicle within their booth space must have prior approval from the Vendor Committee. Display or Supply vehicles only. Absolutely no overnight camping allowed.

Tents: Vendors will be required to provide their own tents. Tents should be made with a durable, fire-resistant material. NO TARPS WILL BE ALLOWED AS A COVERING.

Walkways: The walkways around your area must be kept open. No products can be displayed on the walkways. Please remember the walkway is not part of the area you paid for. It is for our Fairgoers and patrons.

Booth Height: No outside space should exceed 15 feet in height unless approved by Vendor Committee.

# Vendor Booths

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## Indoor Booths

Booth Dimension: All indoor Vendor booths are 8' feet deep with 10' frontage unless stated otherwise on the Vendor Application.

Display: Unless otherwise noted, no drapes, signs, partitions, apparatus, equipment, or furnishings may extend more than (8) feet in height on back wall and (4) feet in height on sides. No tents, awnings, or canopies may be used in indoor vendor spaces. El Paso County Fair does not supply any equipment, including but not limited to tables, chairs, or electrical cords.

Fixtures: No pins or tacks are permitted in drapes, walls, post etc. No nails or screws shall be placed into the floor. Tape and other adhesive material must be removed during tear-down. Grandstand exterior walls do have peg board. Vendor must provide their own hooks.

Cleanliness: All aisles shall be kept clean of debris.

Exhibit Floors: Non-adhering rugs, mats, linoleum, etc. are suggested coverings for the exhibit floors as long as they are contained within the booth dimensions associated with application.

Indoor Kitchen Booth: Spaces are kitchens fitted with Refrigerator/Freezer, Sink, Griddle, and prep counter. Vendors of these spaces are responsible for providing all other necessary cooking/baking equipment and cooking utensils.

## Vendor Awards

We are so thankful for each and every one of our Vendors. Many Vendors have years of experience traveling and participating in local and state Fairs and events. We recognize our Vendors by awarding ribbons for display in the winning booths. These are awarded at our Vendor Breakfast.

Vendor Breakfast will be on Thursday, July 18<sup>th</sup> from 9:00am - 10:30am in the FSB Pavilion across from the Grandstands Building.

- Inside Vendors: Best Use of Space, Most Decorative Display, Best Large Exhibit, Most Creative Booth, Most Professional Booth
- Outside Vendors: Best Use of Space, Most Decorative Display, Best Large Exhibit, Most Creative Booth, Most Professional Booth
- Food Concessionaires: Best Entrée, Best Finger Food, Best Exotic Food, Best Frozen Dessert, Best Unfrozen Dessert, Best All Around Food, Best Breakfast, Best Funnel Cake, Best Walk-Around Food

# Vendor Booths

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## Booth Appearances in All Areas

- The Vendor is responsible for the appearance, maintenance, and attractive condition of the exhibit space. You have only a few seconds to attract customers as they pass by your booth. Be creative in preparing your exhibit.
- The design of the exhibit space should be unique and relate to the product exhibited. Showcases should be in good repair and adequately lighted to highlight the product shown or exhibited. The Vendor of the space shall provide all furnishings and equipment for the interior of the space. Lighting to highlight the overall exhibit is recommended. Exhibit construction shall be professional in appearance and in good repair.
- Exhibit staff should be neat, clean, and attentive to customers.
- All tables must be skirted or covered to the floor or ground to adequately screen the underneath, rear, and backside storage from public view. Cardboard boxes will not be allowed as display platforms for merchandise unless covered.
- Materials and decorations used in booth construction are subject to inspection by the Vendor Committee and the local or County Fire Marshall.
- The Vendor will maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. The Vendor thereof, shall keep the premises and every part in a clean and wholesome condition, free of any objectionable noises, odors, or nuisances. 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.
- Each Vendor is responsible for cleaning his/her own exhibit area at the end of the day. Vendors are requested to place all trash in the trash receptacles closest to their rented space. The night clean-up crew will dispose of it. Clean-up personnel will not enter the booth areas.
- All signage must be professional and proportioned to the booth size. No signs outside the grounds are permitted. Signage/ banners cannot impede the view of other Vendors. **NO HANDMADE (LETTERED, WRITTEN, OR DRAWN) PAPER SIGNS ARE PERMITTED UNLESS APPROVED BY VENDOR COMMITTEE.** White boards may be used.



# Vendor Operations

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## Sound Devices

Vendors shall obtain permission from the Vendor Committee for the use of all sound devices such as radios, speakers, stereo, and/or any other attention getting devices in its booth space. Such sound devices shall not interfere with the effectiveness of the grounds information system and announcements, any other displays, exhibit, or concession. The Vendor Committee reserves the right to revoke permission for the use of such sound devices at any time. Sirens are prohibited in all areas.

## Alterations

All structures, work, or alterations shall be inspected and approved by the Vendor Committee. All construction materials used shall comply with existing fire codes and local regulations. All flammable materials such as bunting, trees, drapes, etc., shall be fireproofed. All cloth over one square yard, unless it is a display product, shall be fireproofed.

## Promotional Items

Promotional items may be used in an exhibit space; however, no food or other items may be given away without prior approval of the Vendor Committee.

## Conduct

- The Vendor shall conduct the operation of the exhibit, display, or concession in a quiet and orderly manner always and shall keep the exhibit, display area neat, clean, and free from rubbish.
- Each Vendor is responsible for the proper disposal of all waste products. All garbage and refuse must be secured in plastic bags before depositing in the trash containers located outside of the buildings.
- **Food and Beverage Vendors:** The 5' space immediately surrounding the booth must be kept clean by the user of that space. Willful violation of these rules may result in loss of booth space and privileges.
- Violators may be expelled from the Fairgrounds. No refund of booth rental will be authorized under such circumstances.

# Vendor Operations

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## General Policies and Information

1. Complaints, comments, or suggestions should be provided on a El Paso County Fair Complaint Form which are available in the Fair Office. To help resolve complaints, misunderstandings or problems between Vendors on the Fairgrounds, the Vendor Committee is available for assistance. We ask that you first try to resolve your differences between yourselves. If a dispute persists, an appointment will be scheduled in the Fair Office for all parties to meet and resolve the difference.
2. All indoor booths and designated outdoor booths must be properly manned during hours of operation. Vendors with unmanned booths will be notified one time as a courtesy reminder. Vendors who continue to unman their booth after the first notice shall be considered in breach of contract and may be expelled from the fair. Vendors are responsible for any occurrence if their booth is unmanned.
3. The fair offers a limited number of unmanned static displays. Unmanned displays must post contact information, brochures, or other materials these items need to be secured to minimize littering.
4. Vendor coolers and lunch supplies must be brought in during established re-supply times as the general public is not allowed to bring these items onto the fairgrounds. No alcohol can be brought onto the Fairgrounds.  
**NO PERSONAL COOKING IS ALLOWED ANYWHERE ON THE FAIRGROUNDS EXCEPT IN YOUR ASSIGNED CAMPING AREA.**
5. All vendors selling brand name soda products must purchase all beverages from the preferred Beverage Company (Swire Coca-Cola). Onsite purchasing will be available at the fairgrounds. No outside products will be allowed. (DO NOT OVERSTOCK at the start of Fair. We will limit the amount of product you may return at the end of Fair. Please only take what you think you might for the next few days, and come and restock when needed)
6. An ice concession will be available for purchase for Vendors at the Beer Dock on the fairgrounds.
7. Walkways and streets cannot be blocked at any time by vendor booths or displays.
8. Vendors with demonstrations or sampling must plan their display, so that those watching do not block aisles or interfere with neighboring exhibit areas.
9. Vendors must confine all transactions to the space leased, except for purchased grandstand permits, and shall not display signs, placards, brochures, advertisements, or solicit prospective customers in any location on the Fairgrounds, except within the contracted space. Operating, selling, distributing handbills, posting advertising, hawking, or conducting business within the aisles or anywhere outside of the Vendor' contracted space (including on buildings, trees, posts, parked vehicles) is prohibited. Aggressive solicitation of

# Vendor Operations

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## **General Policies and Information**

1. The Fair reserves the right without limitations to restrict the use of lights, microphones, demonstrators, or giveaways which in the sole judgment of the Fair, detract from the overall appearance of the area, interfere with traffic flow, or block neighboring vendors.
2. Distribution of advertising novelties or other giveaways must be approved, in advance of the Vendor Committee. The Fair grants concessions for the privilege of selling novelties. To protect this privilege, Vendors are not permitted to giveaway, sell, or promote items deemed by the Fair, in its sole discretion, to be novelties of a type which are usually sold from novelty stands.
3. Drawings: Participation for drawings must be free for those registering.
4. To maintain good relations with our Fairgoers, and to promote customer service, the Fair does not support or condone Vendors to have a No Refund Policy. Vendors are encouraged to set a reasonable/return/ exchange policy for use during the Fair and to explain your refund policy to your patrons.
5. The Vendor is responsible for all costs, for all labor, materials, equipment, and supplies, and for any other items necessary for the performance of the contract.

## **Banned Products**

- Laser lights, silly string, shocking devices, and drug paraphernalia will not be allowed on the Fairgrounds.
- No weapons of any kind are allowed on the fairgrounds at any time unless the vendor has a current concealed weapon permit.
- Due to security risk, the sale of the following items will not be allowed: firearms, noisemakers, fireworks, and smoke bombs.
- No tobacco products can be sold or distributed on the Fairgrounds.
- Merchandise referring to alcohol or drug abuse, violence or that are sexually explicit or suggestive in nature are not permitted to be sold.

# Fair Management Policies

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The El Paso County Fair recognizes that the Fair is a venue for the free exchange of ideas but reserves the right to regulate activities regarding time, manner, and place to maintain peace, order, and protection of the general public. To accomplish this goal, Fair Management reserves the right to enforce the following:

1. Fair Management may enter any vendor location for the purpose of inspection.
2. The right to operate through the duration of fair will depend on product type, quality and pricing, vendor staff cleanliness, appearance, public treatment, and vendor history.
3. All food vendors must display their menu to always include prices for the public.
4. Vendors may only sell those items listed on their application and approved in advance by the Vendor Committee
5. Vendors may not leave their designated area for promotional or marketing purposes.
6. Vendors may not approach a member of the public outside of their vendor booth for purposes of providing information or soliciting sales.
7. Vendors may not personally hand out literature or other materials or goods but may make such materials available for pick up by the public at their booth.
8. Fair Management may prohibit the installation or request removal of any exhibit or promotion of goods sold that does not substantially adhere to the design and description given advance approval. In the event of such a request, the Fair is not liable for any refund or other expenses.
9. Intoxication, use or possession of any controlled substance (unless medically documented), impolite, discourteous, or obscene speech or conduct toward, or in the hearing range of the public is grounds for termination of a vendor agreement at the sole discretion of Fair Management.
10. Fair Management reserves the right to terminate any Vendor agreement immediately and without advance notice, upon violation of any of the Fair's applicable rules or regulations.
11. Fair Management reserve the right to interpret rules and regulations, and make final decisions on all matters, questions, or differences regarding Vendor operations.
12. Fair Management reserves the right to remove any vendor from the Fairgrounds if the vendor is not keeping with the overall purpose and policies of the El Paso County Fair.

# Vendor Legal Compliance

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1. All Vendors shall comply with all federal, state, and local laws and regulations, including but not limited to taxation, health, safety, labor, employment, and licensing.
2. All Vendors shall comply with all procedures and information set forth in this handbook and application, and to any additions or amendments that may be made. Signature and submittal of contract agreement whether mailed or electronically received will be deemed as vendor acceptance and agreement to all conditions, information and guidelines as set forth in this handbook.
3. Vendors shall indemnify, and hold harmless, El Paso County, Colorado, the El Paso County Fair, and their respective officers, employees, agents, volunteers, boards and subsidiaries as additional parties, from any and all claims, liabilities, or other damages of any nature whatsoever, including costs and attorney's fees, in excess of, or not covered by the insurance coverage provided under the terms of this agreement occasioned directly or indirectly by the Vendors operation of the premises. The El Paso County Fair Board, the Fair Staff, and volunteers shall not be responsible for personal injuries, accidents, damages, or losses sustained by Vendors, helpers, agents, visitors, or paid admission patrons on the Fairgrounds.
4. There will be no change, alteration, variation, or deviation from the terms of this handbook or application unless made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present, or future not incorporated herein shall be valid or binding on either party. It is further agreed that all representations regarding this handbook are contained herein and understood by the parties hereto.
5. All solicitations for either contributions or sales, and any distributions of literature must be made from within the confines of the rented booth space. No roving Vendor, solicitor, demonstrator, Political Party or candidate, or distribution acting from either a profit or non-profit organization or his own behalf shall be permitted on the Fairgrounds.
6. Any violation of the Vendor Handbook policies shall be considered grounds for permanent ejection from the El Paso County Fairgrounds.
7. The fairgrounds have the right to seize any materials, games, or prizes that violate the Vendor Handbook's policies or state and federal statute.
8. Violation of any state or federal statute will lead to permanent ejection from the El Paso County Fairgrounds and prosecution by law.