

**ROUTT COUNTY 2025 FAIR  
VENDING AGREEMENT**

This Routt County Fair Vending Agreement (“Vending Agreement”) dated as of \_\_\_\_\_, 2025 is by and between the Board of County Commissioners of Routt County, Colorado, hereinafter referred to as the “County,” and \_\_\_\_\_, a \_\_\_\_\_ [insert type of entity or individual] hereinafter referred to as the “Exhibitor.” The County and the Exhibitor may be collectively referred to herein as the “Parties.”

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

**ARTICLE 1. VENDING OPERATING RIGHTS**

County hereby grants to the Exhibitor the right to have a vending booth during the 2025 Routt County Fair from August 8, 2025 through August 17, 2025. County reserves the right to request any Exhibitor to leave the fairgrounds for violation of the terms of this agreement.

**ARTICLE 2. VENDING FEE**

Exhibitor shall pay to the County a Vending Fee of \_\_\_\_\_ plus a fee for electricity and water of \_\_\_\_\_ for a total of \_\_\_\_\_ due no later than \_\_\_\_\_. Payment shall be made payable to: Routt County and made to the Routt County’s Fairgrounds Manager at 398 S. Poplar Street, Hayden, Colorado 81639.

**ARTICLE 3. RESPONSIBILITIES OF PARTIES CONCERNING THE VENDING**

Exhibitor shall be responsible to:

- a) Set up their booth by August 13, 2025 by 8:30 a.m. Exhibitors are permitted to set up their booth as early as August 8, 2025.
- b) Have personnel in their booth during the required operating times unless previous arrangements have been made with Fair Management. Required operating times are August 13, 2025 through August 16, 2025 from 9:00 a.m. to 7:00 p.m. and on August 17, 2025 from 9:00 a.m. to at least 12:00 p.m.
- c) Attend the mandatory vendor meeting on August 13, 2025 at 8:30 a.m.
- d) Not tear down or vacate their booth prior to August 17, 2025 at 12:00 p.m. without prior written authorization from Fair Management.
- e) Remove all tents, equipment, supplies, and displays from the fairgrounds within 5 days from the closing date of the Fair, at which time it becomes property of Routt County Fairgrounds.

Exhibitor shall be responsible for:

- a) Providing all equipment necessary to run their vending booth.
- b) Containing their booth within the boundaries of the marked rented space keeping all roadways, walkways, and fire lanes clear. Ensuring their booth and surrounding areas are free from litter.
- c) Not altering or replacing electrical cords without prior approval and inspection from Fair Management.
- d) Conducting the operation of their booth, display, and vending in a respectful, quiet, and orderly manner at all times.
- e) Ensuring water is brought to your designated booth safely. There is a water source available at the Fairgrounds. PLEASE DO NOT DUMP GRAY WATER ON GROUND. An RV dump is available on-site.
- f) Not parking vehicles in the Midway during operating hours.
- g) Complying with any and all current County, State, or Federal laws, regulations, and safety codes, including but not limited to public health orders in effect
- h) For food concessions: Sending a copy of all licenses required to operate a temporary food concession to Fair Management with their Vending Agreement. All food concessions are subject to inspection by Routt County Environmental Health Department.
- i) Any and all theft and loss.

County shall be responsible for providing:

- a) Access to and use of Exhibitor's booth assignment.
- b) Patrol of the fairgrounds by the Routt County Sheriff's office and Hayden Police Department on a limited, but regular basis throughout the Fair.  
However,
- c) Electricity and water source as agreed upon and paid for in advance by Exhibitor.
- d) Trash receptacles for Exhibitor's use.

#### **ARTICLE 4. INSURANCE AND INDEMNIFICATION**

A. Exhibitor (including, the Exhibitor's employees, officers, agents, representatives, contractors, and invitees) shall release, discharge, indemnify, and hold harmless County and its officials, employees, agents, and representatives from and against liability for any claim, demand, loss, damages, penalty, judgment, expenses, costs (including costs of investigation and defense), fees (including reasonable attorney and expert witness fees), or compensation in any form or kind whatsoever for any bodily injury, death, personal injury or property damage arising out of or in connection with any act, error, or omission by the Exhibitor or for any resulting liability alleged to accrue against County on account of the Exhibitor's acts, errors, or omissions; to the extent provided by Colorado law; provided, however, that such indemnity shall not be construed as an indemnity for bodily injury or property damage arising from the sole negligence or intentional acts of County or its employees.

B. Exhibitor shall procure, at its sole expense, a comprehensive general public liability and property insurance policy naming Routt County as an additional insured, in limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Exhibitor shall furnish County with a certificate evidencing the insurance coverage no later than 30 days before the first day of the Fair. Address for the Fairgrounds is: PO Box 1000 / 398 S. Poplar St. Hayden, CO 81639.

**ARTICLE 5. TAXES**

Exhibitor shall be responsible for collecting and paying all sales taxes when such taxes are due and payable.

**ARTICLE 6. NON-DISCRIMINATION**

Exhibitor agrees that it will not discriminate against any person on the grounds of race, color, religion, sex, sexual orientation, national origin or disability in the operation of the vending booth.

**ARTICLE 7. NOTICES**

Any notice given pursuant to this Vending Agreement other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to County:

Routt County  
Board of County Commissioners  
522 Lincoln Avenue, Suite 30  
Steamboat Springs, Colorado 80487  
Telephone Number: (970) 879-0108

With a copy to:

Fairgrounds Manager  
P.O. Box 1000  
Hayden, Colorado 81639  
Telephone Number: (970) 276-3068

If to Exhibitor:

\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Notice shall be deemed given when delivered if hand-delivered two days after the date indicated on the postmark if sent by U.S. Mail.

Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

**ARTICLE 8. RELATIONSHIP OF PARTIES**

It is understood that the County is not in any way or for any purpose partner or joint venturer with, or agent of, exhibitor in the Exhibitor's operation of the booth. At all times and for all purposes hereunder, Exhibitor and its employees are independent contractors and not employees of County. Exhibitor shall be responsible for providing all workers' compensation and unemployment insurance coverages for its employees as may be required by law. Neither Exhibitor nor any employee of Exhibitor shall be entitled to unemployment insurance benefits through County and Exhibitor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by Entertainer hereunder.

**ARTICLE 9. ASSIGNMENT**

Exhibitor shall not assign its interest herein without the written consent of the County which consent may be withheld in County's sole discretion.

**ARTICLE 10. SURRENDER UPON TERMINATION**

Upon the expiration or earlier termination of this Vending Agreement by the County, for any reason whatsoever, Exhibitor shall peaceably surrender to County possession of the vending booth space and the Fairgrounds.

**ARTICLE 11. ENTIRE AGREEMENT**

This writing, together with the attached application and payment, constitutes the entire agreement of the parties. This Vending Agreement supersedes all prior vendor agreements, if any, between the parties, and no representation, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Vending Agreement shall not be modified except in writing, signed by County and Exhibitor.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS OF  
ROUTT COUNTY, COLORADO**

\_\_\_\_\_  
Jenny L. Thomas  
Routt County Clerk

\_\_\_\_\_  
Sonja Macys, Chair

EXHIBITOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

# ROUTT COUNTY FAIR 2025 VENDING APPLICATION

Routt County will screen and assign applications on a first-come, first served basis and based on the character and size of the proposed exhibit, individual needs, location of other exhibitors, and Fair needs. Routt County reserves the right to deny any applications. Payment in full required prior to booth assignment.

<b>12' X 12' Booth Space</b>	
Commercial Food	\$250
Non-Profit	\$100
Commercial Retail	\$90
Non-Profit/Local Artisan/ Home-Based Business	\$35

<b>12' X 24' Booth Space</b>	
Commercial Food	\$400
Non-Profit	\$175
Commercial Retail	\$160
Non-Profit/Local Artisan/ Home-Based Business	\$60

### ELECTRICITY & WATER ARE ADDITIONAL:

Electrical and water outlets are limited.

**\$100** - 220v (50 amp) PER outlet      **\$50** - 120v (20amp) PER outlet      **\$75** - Water

Business Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

### BOOTH TYPE (please circle)

Commercial Food      Non-Profit Food      Commercial Retail      Non-Profit/Local Artisan/Home-Based

### ITEM(S) TO BE SOLD (food vendors – please attach menu):

QUANTITY & SIZE BOOTH REQUESTED	ELECTRICITY REQUESTED
12' X 12' _____	_____ 220v (50 amp) outlet - \$100
12' X 24' _____	_____ 120v (20 amp) outlet - \$50

### TOTALS

**Booth Fee:** \$ \_\_\_\_\_

**Electricity:** \$ \_\_\_\_\_

**Water:** \$ \_\_\_\_\_

**TOTAL ENCLOSED:** \_\_\_\_\_

Please make checks payable to:

*Routt County*

### Send all payments to:

Routt County Fairgrounds  
PO Box 1000/398 S. Poplar St.  
Hayden, CO 81639



970-276-3068



[ewood@co.routt.co.us](mailto:ewood@co.routt.co.us)



[www.routtcountyfair.org](http://www.routtcountyfair.org)