



2019

**Cattlemen's Days
Gunnison, CO
Vendor Rules
and Regulations**

Space Contract

Every vendor participating in the Event must have a signed Space Agreement. The signed Space Agreement is the only document that guarantees a space on the rodeo fair grounds. The Space Agreement must be signed by the participant and by the Vendor Coordinator prior to participation in the Event.

Upon execution of the Space Agreement, it is the responsibility of each individual or business to abide by all the terms and conditions of the Space Agreement and these Rules and Regulations. Failure to comply may constitute grounds for termination of the Space Agreement and may result in forfeiture of all payments, rights and privileges of the individual or business.

Cattlemen's Days retains final decision on Space Agreements and reserves the right to adjust charges and any changes if justified. Space Agreements are for the current event only and do not carry over from year to year.

Should participants fail to submit required documents and fees, as listed in the Space Agreement or these Rules and Regulations, Cattlemen's Days reserves the right to cancel the Space Agreement and to retain any and all fees paid.

Payments

Payment will accompany the return of your signed Space Agreement. Payments must be made by the due date or the Space Agreement may be cancelled. All payments for fees must be made in the form of cash, check or Pay Pal. (All parties paying payments by Pay Pal will be charged a processing fee of \$20) Checks will not be accepted after June 15, 2019 without prior approval.

All Space Agreements must be paid in full prior to June 15, 2019. If the vendor has not paid in full by the due date, the Space

Agreement will be cancelled.

Failure to pay all fees associated with Space Agreement, Rules and Regulations and any other fees associated with the Event may result in the vendor, individual or business being banned from doing business with Cattlemen's Days.

There will be a charge of \$50.00 on each returned check.

Cancellations and Refunds

A vendor desiring to cancel a Space Agreement must notify the Cattlemen's Days Vendor Committee Chairmen at PO Box 1203, Gunnison, CO 81230 or vendors@cattlemensdays.com in writing either by mail or email. Phone calls are not an acceptable method to cancel a space.

Written notice of cancellations received from the vendor to Cattlemen's Days Vendor Committee Chairmen after payment of any or all fees are received will be refunded as follows:

- Before May 30, 2019: 50% of fees paid will be refunded - On or after May 30, 2019: no refund of any fees paid

All refunds will be mailed within 90 days of the approval date of your request. Approvals will be made at official Cattlemen's Days Board meetings only and will be listed as approved or unapproved in the meetings minutes. Notice will be sent to the vendor within 90 days of the decision of the Board in form of a check or letter.

Conduct

All vendors and their staff are expected to be familiar with the Rules and Regulations of Cattlemen's Days. Discourtesy of Cattlemen's Days Board, Directors, volunteers or the general public will not be tolerated and could result in dismissal or ban from the Event. All vendors and their staff are expected to conduct themselves professionally. Any situations that requires

the attention of Cattlemen's Days representatives will be documented as an incident and placed in the vendor's file.

Rented vendor spaces, trailer spaces and/or camping spaces will be left at all times clean and free of debris, trash, and hazards. Trash reciprocals will be provided. If rented vendor space is not left in this above said manner, clean-up fees will be charged.

All Cattlemen's Days property is expected to be returned in same condition after event or fees will apply.

All vendor's structures, equipment, trailers, etc. are to stay within the allotted vendor space.

Insurance

Vendors shall carry a general public liability insurance policy with a limit of \$1,000,000 for bodily injury and death per occurrence and \$1,000,000 for property damage. Cattlemen's Days must be listed as certificate holder. It is the responsibility of the vendor to obtain said insurance, at its own cost and expense. An ACCORD Certificate of Insurance must be provided before June 15, 2018.

Workman's Compensation Insurance is required within the scope and limits set as required by the laws of the State of Colorado.

Vendors, for itself, its heirs, successors, and assigns, hereby releases/waives any and all claims, damages or losses arising for or relating to the acts or omissions, whether intentional or negligent of third parties or an act of God. Vendors agree to defend and indemnify and hold harmless Cattlemen's Days and its elected and appointed officials, officers, directors, and volunteers from any loss, damage, claim, suit, action or other liability, including, without limitation, court costs and attorney fees, arising from or relating to any act or omission, whether intentional or negligent, or vendor, vendor's agents, guests or invitees, or third parties.

Taxation and Licenses

All vendors are required to obtain a Gunnison City Sales Tax License. This License must be posted in vendor space in plain sight. Vendor is required to pay any and all taxes due and payable to the State of Colorado and the City of Gunnison while operating a concession booth at Cattlemen's Days.

Camping

Camping will only be permitted with prior approval from the Cattlemen's Days Vendor Coordinator. Camping fees apply and are required to be paid to Cattlemen's Days prior to event. Failure to abide by this will result in a \$25 a day fee to be paid to Gunnison County or Cattlemen's Days.