

Event Vendor Concession Contract

Western Heritage Event Center

P.O. Box 1841, Pagosa Springs, CO 81147

344 Hwy 84, Pagosa Springs, CO 81147

This vendor agreement is made effective _____ (date).

The parties to this contract are Western Heritage Event Center (hereafter "WHEC") and _____ (hereafter "Vendor").

Whereas, WHEC is hosting an Event known as _____

to occur at _____

on _____ (date), beginning _____ am/pm & ending approximately _____ am/pm

on _____ (date), beginning _____ am/pm & ending approximately _____ am/pm

on _____ (date), beginning _____ am/pm & ending approximately _____ am/pm

and has the right to license concessions to vend at and during the Event. Event will happen rain or shine.

The parties agree as follows:

Product: Vendor desires to vend _____ at and during said Event.

Payment: Vendor agrees to pay WHEC a total sum of \$ _____. Payable:

\$ _____ within 60 days in advance of event (non-refundable deposit)

\$ _____ day of but prior to event starting

\$ _____ at conclusion of event

\$ _____ within _____ hours of conclusion of event

Vendor will forfeit deposit upon cancellation for any reason.

Space: Space location will be assigned by WHEC.

It is agreed that Vendor's vending station shall be:

Use of blue concession trailer on premises: Yes No

Size of space desired: _____

Placement for (eg: tent, trailer, vehicle, tables) _____

Electrical needs: _____

Other needs: _____

Area shall be clean and orderly and shall comply with all applicable laws and regulations.

It is agreed that _____ (number of people) will be allowed free entrance daily to the event to work in the vendor area.

Set-Up: Vendor shall have access to the location agreed upon by the parties no less than _____ hours before the Event's commencement for the purpose of setting up Vendor's vending station, goods, and other things necessary and reasonable to vending at the location.

Goods and Services: Vendor shall not vend any goods or services other than those described herein at and during the Event without the Host's written consent. Vendor shall ensure proper quality of products sold and comply with all applicable laws as to vendor sales.

Extra Services: WHEC is not obliged to provide telephone, water, electrical or drain services. Vendor may be responsible for payment for use of these services.

Displays and Signs: All displays and signs must be free standing or attached to Vendor apparatus, cannot attach to WHEC facility and should not block other vendors. No loud music, noise, or sound amplification devices shall be used by vendor's staff at the location.

Appearance: Vendor's staff shall be clothed and groomed in a clean, neat fashion and shall conduct themselves in an orderly fashion.

Teardown: Vendor shall have access to the location for up to _____ hours after the Event's conclusion on _____ (day) at _____ (time) to dismantle and remove all things brought to the location by Vendor. Vendor shall leave the location clean of trash and substantially in the condition it was before Vendor occupied it.

*****Insurance:** Vendor is solely responsible to obtain insurance coverage on property brought to the event. WHEC accepts no liability for lost, stolen or damaged property and is not required to carry additional insurance to cover Vendors property.

During the term of the event, Vendor shall carry general liability insurance covering the operations conducted by Vendor in an amount to be \$1 million per occurrence. WHEC will also be named as the Additional Insured on such policy.

Vendor shall provide WHEC with evidence of such insurance coverage at the time of the signing of this contract.

Indemnification: Vendor hereby agrees to indemnify and hold WHEC harmless from and against any and all actions, damages, claims, liability, expenses, fees, and judgments in connection with the loss of life, personal injury, damages to property and any other situation that may arise in connection with Vendor's presence at the Event and Vendor's activities of any kind.

Governing Law: This Agreement shall be construed in accordance with the laws of the State of Colorado.

Assignment: Neither party may assign or transfer this agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment: The Agreement may be modified or amended in writing and signed by both parties.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

Western Heritage Event Center:

Vendor: _____

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

PO Box 1841

Address _____

Pagosa Springs, CO 81147

City, state, ZIP _____

Western Heritage Event Center Use Only:

Deposit received:

Insurance Certificate received:

Other payments received: