

Vendor Contract

Messer Arena and Event Center (a.k.a. Messer Event & Agriculture Center) - 303-819-6799
33955 County Rd. 37 Kiowa, Co 80117 - Ralph Messer, Inc P.O. Box 4810 Parker, Co 80134

This vendor contract (the "Contract") is made on this day _____ of _____, 20____,
by and between the Vendor and Ralph Messer Inc., a Colorado Corporation
"Proprietor" (Messer Event & Agricultural Center) "Property."

Name of Applicant "Vendor:" _____

Business Name: _____

Person Responsible: _____

Address: _____

Phone Number: _____ Cell Number: _____

Email: _____

Other Email: _____

Hours of Operation: (including set-up and clean-up)

Date: _____

Start Time: _____ End Time: _____

Permit Fee: \$ _____

SPECIAL CONDITIONS: (ie: tables/chairs set up in Vendor area, where, how many tables/chairs, etc.)

Use attachment if necessary if need to draw out placements of tables/chairs etc.

Terms & Conditions

VENDOR DUTIES AND RESPONSIBILITIES:

- Pay the fee disclosed above for the right to be a Vendor on the Property.
- Provide quality food, products, and/or services and staffed by clean, professional and courteous personnel.
- Provide product or service liability insurance for sale or distribution of any products, and/or services (i.e. food, products, and/or a service etc.) on the Property. The Vendor shall provide a certificate of insurance which provides for general liability coverage and for \$1,000,000 products liability Insurance and name the Proprietor as an additional insured.
- Follow all rules set forth in any guidelines for temporary events, food preparation and servicing promulgated by the State of Colorado, and/or Elbert County and the Vendor shall be solely responsible for meeting all requirements.
- Be licensed through the State of Colorado and Elbert County. The Vendor shall provide its license to the Proprietor as proof for the State and local inspectors.
- Comply with all health and fire permits, where applicable, at its own expense.
- Be responsible for keeping food, product and/or service area attractive before, during and after the event.
- Be responsible for collecting and reporting all Colorado and local sales tax. Insure that grease and abrasives from any Vendor equipment will not be disposed of on the Property.
- Insure it has prices, including sales tax, posted which will be visible to the public in signage that is professional in appearance and size.
- The Vendor and its employees shall use every measure to protect the Property from damage. The Vendor shall be responsible for damage caused by it to the Proprietor's property, buildings, grounds, and any of the property of the guests to the event.
- Remove all trash in immediate food, product and/or service area during set-up and clean-up. Trash receptacles in food area cannot be used by the Vendor for discarding food, grease or other waste materials. No trash is allowed to be left in food area after clean-up.
- Clean-up and removal of food truck and/or product and/or service Vendor equipment shall be completed immediately after event.
- Plastic gloves shall be worn by all persons handling food. No contact with money shall be allowed by persons handling food.
- Failure to meet requirements may lead to removal of the Vendor from the Property and no refunds will be provided.
- All appropriate fire extinguisher equipment must be available on site the entire time period of event.

- Payment is due upon signing of this agreement and should be payable to the Proprietor. All fees are non-refundable.

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ELECTRICITY GUIDELINES:

- Electricity is limited to one 110/20 outlet. A limited number of 110/30 outlets are available upon request. Vendors requiring 30 amps must bring a 30 amp RV adaptor to the event. Failure to bring an
- adaptor will cause you to be without electric service and be unable to participate in the event. 220 volt outlets are not available and cannot be split off to two 110 outlets.
- You will be allotted 150kWh of electricity. If pulling more electricity than allowed, you will be instructed to minimize your food service to the point at which you meet the electrical load allowed. If the problem cannot be addressed before the scheduled set-up completion time, you will not be permitted to remain on the property. Removing or tampering with any electricity monitors will result in the removal of the Vendor from the Property. No refunds will be provided.
- The Vendor shall provide its own electrical cords and must ensure that these cords are adequately rated (12 gauge for 20 amp outlet/10 gauge for 30 amp outlet) and UL approved for outdoor use. Frayed, spliced or damaged cords will not be allowed. Vendor shall be responsible for either taping or matting electrical cords. All such matting and/or taping is subject to inspection and approval by Elbert County and/or the State of Colorado who may require changes as necessary to meet safety standards.
- Generators are highly discouraged at the Event Center. Exceptions will be reviewed by the Proprietor and only approved to the extent that power needs cannot otherwise be met and/or the Proprietor determines that the advantages of allowing the generator power outweigh the disadvantages related to the use of the generator in terms of enhancing the event.

CHECK-IN, SET-UP AND CLEAN-UP: The Vendor shall check in at the offices of the Proprietor upon arrival. The Vendor shall limit itself to one vehicle within the Property, unload the equipment/product, and remove the vehicle prior to set-up.

ADDITIONAL GUIDELINES : Professional behavior and dress is required and will be determined at the sole discretion of the Event Center. Small radios are allowed. Amplification equipment is NOT permitted. The Vendor, its employees, agents and guests are **PROHIBITED** from smoking on the property. The Vendor is prohibited from having animals within the confines of the event, except for legitimate service animals as authorized by the State of Colorado and ADA standards.

CANCELLATION: If event is held then refunds will not be granted for vendors who choose not to participate in the event regardless of weather. Additionally, no refunds will be given due to in-climate weather, however, Vendor fees will be applied to the rescheduled date of the event.

RELEASE AND INDEMNIFICATION: Vendor, on behalf of itself, its successors, representatives and assigns, hereby releases and shall fully protect, defend, indemnify and hold Messer Event & Agricultural Center and all its entities, their respective affiliates, officers, directors, members, employees, agents, vendors, concessionaires, representatives, successors and assigns, harmless from and against any and all claims, demands actions and cost (including litigation expenses, attorney fees, and court costs) of any kind that occurs or may hereafter accrue, directly or indirectly, arising out of or relating in any way to Vendor's participation at Messer Event & Agricultural Center, including, without limitation, any personal injury, death or property damage to the Vendor, Vendor's employees, agents, participants, invitees, contractors and spectators of the event.

THE UNDERSIGNED CERTIFIES THAT IT READ ALL THE PROVISIONS OF THIS AGREEMENT AND AGREES TO ABIDE BY THEM.

THE VENDOR FURTHER CERTIFIES THAT THE INFORMATION ON THE VENDOR CONTRACT IS A CORRECT DEPICTION OF THE SERVICES AND PRODUCTS TO BE PROVIDED BY THE VENDOR AT THE EVENT. THE VENDOR UNDERSTANDS THAT FAILURE TO FOLLOW VENDOR PERMIT TERMS AS DESCRIBED AND STIPULATED HEREIN WILL RESULT IN INELIGIBILITY FOR THIS AND FUTURE EVENTS. IN THE EVENT THE PROPRIETOR SHALL BE REQUIRED TO ENFORCE THIS AGREEMENT, THE VENDOR SHALL BE RESPONSIBLE FOR THE PROPRIETOR'S REASONABLE ATTORNEY'S FEES AND COURT COSTS. THE VENDOR FURTHER AGREES TO ABIDE BY ALL TERMS OF THE VENDOR CONTRACT FOR THIS EVENT AND TO HOLD HARMLESS AND INDEMNIFY THE PROPRIETOR AGAINST ANY CLAIMS ARISING BY VIRTUE OF ITS OCCUPANCY OF VENDOR SPACE PARTICIPATION AND USE OF THE PROPERTY.

Signature of Proprietor: _____ Date: _____

Signature of Vendor: _____ Date: _____

ENTIRE AGREEMENT: This Contract contains the entire understanding between the parties hereto and no modification, amendment, innovation or other alteration to this Contract shall be valid or of any force or effect unless mutually agreed to in writing by the parties.

I accept terms & conditions

I want to subscribe to the newsletter

If paying by check: Checks shall be made out to Messer Event & Agriculture Center and shall be paid prior to the event. Checks can be mailed to Ralph Messer, Inc. P. O. Box 4810 Parker, CO 80134

Payment:

Payment amount: \$ _____

Date Paid: _____

Check: # _____

Money Order or Cashier's Check: # _____

Credit Card must be on file before event.

DATE	
NAME AS IT APPEARS ON THE CARD	
CREDIT CARD NUMBER (VISA, MASTERCARD, DISCOVER, AMERICAN EXPRESS)	
EXPIRATION DATE	
SECURITY CODE	
BILLING ADDRESS	
BILLING CITY, STATE & ZIP CODE	

Vendor Permit

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33955 County Rd. 37 Kiowa, Co 80117 - Ralph Messer, Inc P.O. Box 4810 Parker, Co 80134

This certifies that all requirements of the Vendor contract have been made between the Vendor and Ralph Messer Inc., a Colorado Corporation "Proprietor" (Messer Event & Agricultural Center) "Property."

"Vendor:" _____

Hours of Operation: (including set-up and clean-up)

Date: _____

Start Time: _____ End Time: _____

Permit Fee: \$100

Signature of Proprietor: _____ Date: _____

Signature of Vendor: _____ Date: _____

PERMIT

Please detach and provide upon request of the Proprietor during your hours of operation. Failure to provide this signed permit upon request of the Proprietor will hereby grant permission for the Proprietor to remove you from the Property.