



Mailing address: P.O. Box 1501

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VENDOR Application

The Dinosaur Roundup Rodeo Vendor area is designed to provide alternative entertainment before, during and after the rodeo. The location of all booths will be in close proximity to the rodeo arena lining the main traffic areas. As a committee we try not to duplicate vendors and if do so it is under the discretion of the rodeo committee.

EXHIBITION SPACES AND FEES:

Total Rental \$ _____

Contact Information:

Name of Business: _____

Booth Name (if different) _____

Name of Exhibitor: _____

Address: _____

City _____ State _____

Tax ID # _____ Cell # _____

Fax # _____ Email _____

Returning Vendor: Yes _____ No _____

Description of Booth:

You can only Sale Coke Product and Dasani water

TYPE of SPACE:

Outdoor booth spaces: (electricity is first come first serve basis only).

10 x 10.....\$150.00 _____ (# of spaces
needed)

10 x 20.....\$250.00 _____

10 x 30.....\$400.00 _____

Outside the food court space \$100.00 _____

Any vending trailer or space over 30' will be charged a flat rate of \$750.00 for the 3 day event.

All vendors wanting to sell in the stands will be approved on a case by case basis with a 10%

Commission on all gross sales plus booth rental.

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~~Dinosaur Roundup Rodeo will no longer accept PERSONAL CHECKS. Must be a cashier's~~

Exhibitor hereby agrees to abide by the following rules and regulations. No booth will be allowed to be set up without this agreement signed.

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1. **Liability and Insurance** - The Dinosaur Roundup Rodeo Committee, exhibit facility, and the staff of the same will not be held responsible for the safety and property of the exhibitors or their agents from theft, damage by fire, accident or other causes. Insurance on the exhibitor's property is the responsibility of the exhibitor. **NOTE: All Vendors will be required to submit a CERTIFICATE OF INSURANCE showing liability coverage.**
2. **Displays** -Are to be contained within the exhibit booth area without projections which will disturb other exhibitors or the flow of traffic.
3. **Solicitation** - Exhibitors are expected to conduct business within the confines of their booth space. Advertising and/or solicitation by persons not holding booth/space is prohibited.
4. **Use of Hazardous Materials** - Electricity and the use of flammable materials must conform to all State and Local regulations. Firearms must be non-operable, with firing pin removed, or other safety precautions to insure the safety of others. NO live ammunition, powder, or primers will be allowed in the Exhibit area. NO gasoline engines will be allowed to operate.
5. **Damage** - Any damage to the property is the responsibility of the exhibitor causing the damage. Any restitution for such damage remains his/her responsibility.
6. **Compliance with Ordinance** -All exhibitors shall comply with all local, county, state and federal police, fire, health, and safety laws. All exhibitors shall fill out the necessary paper work for all tax reporting purposes.
7. **Reassignment of Booth space**- No booth space or other space rented out shall be shared or sublet to others without the written consent of the Dinosaur Roundup Rodeo Committee. All persons who share a booth must sign the Regulations Agreement and comply with the same. If space comes vacant for any reason, such space reverts to the Dinosaur Roundup Rodeo Committee for further assignment.
8. **Indemnification**—Exhibitor will erect and operate displays in manner which does not injure the Exhibit area, and will reimburse the management of the Exhibit area and/or the Dinosaur Roundup Rodeo Committee for any loss or damage which the exhibitor causes to the Exhibit area. The exhibitor agrees to defend , protect, hold harmless, and indemnify the Dinosaur Roundup Rodeo Committee against all actions, liabilities damages, losses, expenses, debts, taxes, fees, charges, assessments, and other claims which may be caused by, arise out of, or are in any way associated with our contribute to directly or indirectly, by any act, omission, negligence, fault or violation of any law or regulation by the exhibitor or any of the exhibitors officers, employees, agents independent contractor, volunteer, guests or visitors including but not limited to the costs of the investigation, processing, litigation, or setting any such claim the Dinosaur Roundup Rodeo Committee reasonable attorney fees.
9. **Attorney's fees**-If either the exhibitor or the Dinosaur Roundup Rodeo Committee brings any action with the respect to this agreement or the Dinosaur Roundup Rodeo Committee, the unsuccessful party to the action will pay the reasonable attorney fees and legal costs of the both parties, as they are approved by the court having jurisdiction over the action.
10. **Impossibility**- If the Dinosaur Roundup Rodeo Committee determines fire, flood, weather, strikes. Civil disorder, or other circumstances beyond its control making it impossible or inadvisable to carry on the exposition with due regard for the

safety and welfare of exhibitors and visitors, then this contract will, at the election of the Dinosaur Roundup Rodeo Committee, become void and terminated. The Dinosaur Roundup Rodeo Committee will refund the rents paid by the exhibitor, but the exhibitor waives any other claims for damages or compensation as a result of such termination.

11. **Choice of Law and Venue-** The contract will be governed by the laws in which the Dinosaur Roundup Rodeo Committee is located. Any action with the respect to this contract must be brought in the county which it is located.
12. **Acceptance of Regulations -** By signing this agreement the Exhibitors accept and agree to abide by these regulations, and agree to abide and be bound by decisions made by the Dinosaur Roundup Rodeo Committee with the respect to matters not covered by these regulations. The Dinosaur Roundup Rodeo Committee shall have the right to evict any applicant from the Dinosaur Roundup Rodeo Committee for violation of these regulations or other just cause and no refund of any fees will be rewarded.

If payment is not made by the exhibitor as per this agreement, event management may release said space without notice or refund. All exhibit fees are non refundable. Exhibitor remains liable for payment of all fees including any balances and advertising commitments in the event of cancellation or in the event show management must resell said space. Event management reserves the right to move exhibits and to advertise and promote exhibitor's products or services in any manner it deems beneficial for the event. Exhibitor agrees to pay a \$50.00 charge on any payments not received when due. Exhibitor agrees to pay all reasonable attorneys' fees and all other costs incurred, should collection actions be required. The management assumes no risk. By acceptance of this agreement, the exhibitor expressly releases the management from any and all liability for any damage, injury, or loss to any person or goods which arise from the rental and occupation of show space. Exhibitor is prohibited from breaking down exhibit or display any time prior to completion of show. Exhibitor must be set up and ready for show no later than 5pm each night of the event. By signing below you agree to all terms. Vendors are responsible for the supply of all displays, equipment, canopies for those that are not under tents or other items needed for their individual participation during the festival. Canopies, displays and other equipment related to the vendor's booth must be aesthetically pleasing and conform to the general atmosphere of the festival and/or the standard of the Festival Committee. Any canopies, displays or equipment used must fit within the allotted booth spaces. Any items that do not fit within that space will not be allowed.

Signature of VENDOR

DATE

Signature of RODEO TRADE SHOW COMMITTEE CHAIRMAN

DATE