



San Miguel County Fairgrounds and Regional Park

VENDOR PERMIT LICENSE – Event



This VENDOR PERMIT LICENSE is made and entered into this _____ day of _____, 200____, by and between the County of San Miguel (Hereinafter referred to as the Licensor), and (hereinafter referred to as “Vendor”),

(Organization:) _____,
 (Address:) _____,
 (Phone Number:) _____,
 (Contact:) _____.

WITNESSETH:

1. For and in consideration of the mutual agreements contained herein and subject to the terms and conditions hereinafter stated, the Licensor hereby allows Vendor to sell goods/food on the San Miguel County Fairgrounds, Norwood, Colorado, within an area specifically described hereinbelow as the “licensed premises”.
2. Vendor shall have the right to occupy and use said licensed premises for the purpose of vending goods at the times, dates and places specified and no other:

Purpose: _____ Dates: _____ Times: _____

General Licensed Premises Description: _____

3. Fees to be paid by the Vendor are in the amounts and on the basis and terms as follows:

Vendor Fee: _____ Other Fees: _____ Total Fees Due: _____

The Vendor shall pay the total fee with submission of this executed VENDOR PERMIT LICENSE. The permit shall be subsequently issued and available for pickup upon check-in to the Fairgrounds prior to the event. All checks should be made payable to San Miguel County. Checks returned by the Bank for insufficient funds shall be subject to a \$25.00 resubmittal charge.

4. The Vendor agrees to furnish and be responsible for:
 - A. All Vendor facilities and operations shall be self-contained. The county is not responsible for providing electrical power to the set up location.
 - B. All necessary licensing required by the State or County, including retail food licensing.
 - C. Payment of Sales taxes to the State or County.
 - D. **If Applicable**, providing a concession/vendor trailer/and-or equipment for selling/serving food as approved by the San Miguel County Environmental Health Department.
 - E. **If Applicable**, providing the County with a Certificate of General Liability Insurance (\$1,000,000 minimum combined limit, County to be named as an additional insured).
5. Vendor shall not assign or sublet this permit or the Licensed Premises.
6. Vendor, on behalf of its employees, volunteers, agents, guests, patrons, or invitees, shall indemnify, release, hold and save harmless the Licensor from any and all losses, judgments, damage awards, settlements, costs and/or expenses arising out of any liability, or claim of liability, for injury or damages to persons or property sustained by anyone whomsoever, by reason of the licensed operation, the use or occupancy of the facilities, hereinabove described, whether by reason of the operation, use or occupation of the facilities, whether such use is authorized or not, or by any act or omission of Vendor, and Vendor shall pay for such damage done or caused by any such persons.
7. Vendor hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system, electrical system or refrigeration system. In the event the fairgrounds facility, or any part thereof, is damaged by fire, or is for any other reason, including strikes, failure of utilities or any act of God which renders the fulfillment of the Agreement by the Licensor impossible, the Vendor hereby expressly releases and discharges the Licensor and its agents from any and all demands, claims, actions and causes of actions arising from any of the causes aforesaid. Vendor agrees that the Licensor shall not be responsible for disruption of Vendor’s scheduled function or damage to Vendor’s property caused by acts of vandalism, events or persons not within the control of the Licensor.
8. It is understood and agreed that the Licensor hereby reserves the right to control and manage the entire fairgrounds facilities and to enforce all necessary and proper rules for the management and operation of the same, and for its authorized representatives to enter the portions of the facilities, hereby demised to the Vendor, at any time and on any occasion. The Licensor also reserves the right, but not the duty, through its duly authorized representatives, to eject any objectionable person or persons from the premises and the Vendor hereby waives any and all claims for damages against the Licensor or its agents or employees resulting from the exercise of this authority.

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9. No alcoholic beverages may be brought or sold on the fairgrounds without the proper permit.
10. Vendor understands that, should Vendor breach any provision of this agreement, this License may be terminated by Licensor immediately and that vendor (including its agents, employees, servants or contractors) may be prohibited by Licensor from further use of the San Miguel County Fairgrounds Facilities.
11. This Agreement has been fully read and its contents are fully understood by the Vendor. After this Agreement is executed, there will be no changes or modifications except for written changes agreed upon by both parties.
12. All contacts with the Licensor pursuant to the agreement shall be initiated with the San Miguel County Representative, who shall be the duly appointed County Fairgrounds Manager or their authorized designee.

Vendor Signature

Date

BY: _____

San Miguel County Representative

Date