

VENDOR EVENT CONTRACT

THIS VENDOR EVENT CONTRACT (“Contract”), dated for reference purposes only this ____ day of _____, 201__, is entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO** (the “County”) for the benefit of the **JEFFERSON COUNTY FAIRGROUNDS**, 15200 West 6th Avenue, Golden, Colorado 80401 (the “Fairgrounds”) and _____ (the “Vendor”).

- A. The Vendor desires to be a vendor for an event (“Event”) at the Fairgrounds on _____, 20___. The Event was approved by the Fairgrounds with Reservation Agreement Number _____ (“Reservation Agreement”).
- B. The County and the Vendor desire to enter into this Contract to authorize the Reservation Agreement’s Applicant to use the Vendor’s services for the Event, under the terms and conditions set forth herein.

For and in consideration of the covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the County and the Vendor agree as follows:

1. **EVENT FEE.** The Event fee paid by the Vendor to the County shall be \$200.00, which the Vendor shall provide to the Fairgrounds no later than three (3) business days before the Event.
2. **CONTRACT TERM.** The term of this Contract shall be for the duration of the Event.
3. **VENDOR’S USE OF FAIRGROUNDS FACILITIES.** The Vendor shall be responsible for any damage, and shall make all necessary repairs to, County equipment and facilities used pursuant to this Contract. If any such damage occurs, the County may bill the Vendor for the repair costs it incurs.
4. **CATERING SERVICES.** If the Vendor is providing any catering services at the Event, the Fairgrounds shall provide the Vendor with use of the Fairground’s kitchen, refrigerator, freezer, convection ovens, microwave, garbage disposal, and delivery area.
5. **TEMPORARY RETAIL FOOD SERVICE ESTABLISHMENT LICENSE.** If the Vendor is providing any catering services at the Event, no later than three (3) business days before the Event the Vendor shall provide the County with the Vendor’s Temporary Retail Food Service Establishment License issued by the Jefferson County Environmental Health Department. The Vendor shall conduct all activities in compliance with this License.
6. **STANDARD TERMS AND CONDITIONS.** This Contract is also subject to the Standard Terms and Conditions attached as **Exhibit A** and the insurance requirements attached as **Exhibit B**, both of which are incorporated by reference.

COUNTY OF JEFFERSON
STATE OF COLORADO

By _____
Dexter Foxworth
Interim Fairgrounds Director

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing Contract was acknowledged before me by Dexter Foxworth, Interim Fairgrounds Director for the County of Jefferson, State of Colorado, this ____ day of _____, 201__.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

APPROVED AS TO FORM:

Steven L. Snyder
Assistant County Attorney

VENDOR:

By _____
Name _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Contract was acknowledged before me by _____, as
_____ of _____ this ____ day of
_____, 201__.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

STANDARD TERMS AND CONDITIONS

1. SCOPE OF WORK.

- a. The Contract documents shall consist of this Contract and all documents referenced or incorporated therein, all of which are incorporated by reference as though set forth in full herein whether or not attached hereto and shall form an integral part of this Contract. If there is any conflict between the provisions of this Contract and the other Contract documents, this Contract shall control.
- b. The Vendor shall provide all labor and supplies and all equipment, other than as provided by the Fairgrounds pursuant to this Contract, necessary to provide its vendor services when selected by a user of the Fairgrounds. The Vendor shall remain the owner of all equipment supplied by the Vendor and shall make all necessary repairs to such equipment.
- c. The Vendor shall be provided ingress and egress to its facilities necessary for the provision of services pursuant to this Contract as determined by the Fairgrounds. Ingress and egress shall only be permitted for those hours specified by the Fairground.
- d. This Contract is subject to the terms of the Jefferson County Fairgrounds Facility Reservation and Use Regulations (“Regulations”), which are incorporated herein. The Regulations can be found online at www.jeffco.us/fairgrounds or a written copy may be requested from the Fairgrounds office.

2. CONTRACT TERMINATION. The County may terminate this Contract at any time upon not less than ten (10) days written notice to the Vendor.

3. AUTHORIZED REPRESENTATIVES.

- a. The County hereby designates the Director of the Fairgrounds as the County Representative under this Contract. The Vendor agrees to consult with the County Representative and to comply promptly and fully with the reasonable requests or directives issued by the County Representative from time to time. The County may change the County Representative by giving written notice to the Vendor.
- b. The Vendor designates _____ as the Vendor Representative. The Vendor Representative shall be present at the Fairgrounds as is necessary to assure satisfactory performance of its Vendor services as set forth in the Contract. The Vendor may change the Vendor Representative by giving written notice to the County.

4. INSURANCE REQUIREMENTS.

- a. Insurance. The insurance required in this paragraph shall be written for not less than the amounts set forth in **Exhibit B** attached hereto and incorporated by reference. **If liquor is to be served, Vendor must obtain liquor liability coverage in the amount and type specified by the County.** The Vendor shall provide certificates evidencing such coverage to the County Representative prior to commencing any services and during the term of this Contract shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County.
- b. Certificates. Certificates of Insurance providing evidence of current insurance coverage shall be delivered to the Jefferson County Fairgrounds, 15200 West 6th Avenue, Golden, Colorado 80401, and must be approved by the County before the Vendor conducts any activity at the Fairgrounds.

5. INDEMNIFICATION AND HOLD HARMLESS. The Vendor shall release, defend, indemnify and hold the County, its officers, agents and employees, harmless from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees and court costs which may arise due to the acts or omissions of the Vendor, its agents or employees in performance of its obligations under this Contract. This provision shall survive the termination or expiration of this Contract.

6. LAWS, PERMITS AND LICENSES. The Vendor shall abide by all the applicable laws, regulations and administrative rulings of the United States, the State of Colorado, the County and of any other political subdivision

and shall secure all necessary licenses and permits in connection with implementing this Contract. If the Vendor is providing catering services it shall obtain a *licensed kitchen and a caterer license*. The Vendor shall also comply with all requirements of the Americans With Disabilities Act.

7. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND INSURANCE.** **In performing under this Contract, the Vendor acts as an independent contractor and is not acting as an agent, servant or employee of the County. The Vendor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Vendor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Vendor or an entity other than the County.**
8. **EQUAL EMPLOYMENT OPPORTUNITIES; UNAUTHORIZED ALIENS.** The Vendor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin, or ancestry, disabled condition or age. The Vendor shall not knowingly employ unauthorized aliens to perform any portion of this Contract, and shall comply with the provisions of the Immigration Reform and Control Act of 1986.
9. **ILLEGAL ALIENS.** If Vendor has any employees or subcontractors, Vendor shall comply with C.R.S. §8-17.5-101, et seq., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Vendor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Vendor will participate in either the E-Verify Program or Department Program to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Vendor shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. Vendor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this Contract through participation in either the E-Verify Program or Department Program.
 - c. Vendor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
 - d. If Vendor obtains actual knowledge that a subcontractor performing Services under this Contract knowingly employs or contracts with an illegal alien, Vendor shall:
 - i. Notify the subcontractor and the County within three days that Vendor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Vendor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Vendor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5 -102(5).
 - f. If Vendor violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Vendor shall be liable for actual and consequential damages to the County as required by law.
 - g. The County will notify the Office of the Secretary of State if Vendor violates this provision of this Contract and the County terminates the Contract for such breach.

10. **OFFICIALS NOT TO BENEFIT.** No member of the County government, whether elected or employed thereby, shall be paid or receive directly or indirectly any share or part of any payments made or received under this Contract or any benefit that may arise therefrom.
11. **AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and replaces any prior agreement between the parties. This Contract may not be modified or amended except by an agreement in writing signed by the parties. For purposes of clarity, the terms and conditions of any Vendor form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Vendor's rights and obligations shall be solely governed by the terms and conditions of this Contract.
12. **WARRANTIES.** The Vendor represents and warrants that:
- a. It is fully qualified to perform its Vendor services and will perform the services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Vendor to the County.
 - b. It is duly organized, validly existing and in good standing under the laws of the State of Colorado.
 - c. The execution, delivery and performance of this Contract by the Vendor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Vendor is bound or affected.
13. **EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES.** This Contract may be executed in two counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; or (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.
14. **NOTICES.**
- a. "Key Notices" under this Contract are notices regarding any Contract renewals, Contract default, contractual dispute, termination of the Contract, or changes in the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. All other daily communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses:

The Vendor:

 Tele: _____
 E-Mail: _____

The County:

Jefferson County Fairgrounds
Dexter Foxworth, Interim Director
15200 West 6th Ave.
Golden, CO 80401 Jefferson County Fairgrounds
Tele: 303-271-6600
E-Mail: dfoxwort@jeffco.us

with a copy to:

Jefferson County Attorney's Office
Steven L. Snyder, Assistant County Attorney
100 Jefferson County Parkway
Golden, Colorado 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Vendor's name and the date of the Contract.

- b. Electronic Transmissions. The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

15. MISCELLANEOUS PROVISIONS.

- a. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such state, and the courts of such state shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder.
- b. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.
- c. This Contract is immediately voidable by the County if assigned by the Vendor without the prior written consent of the County. If ownership of the Vendor changes, the County has in its sole discretion the option to approve the new owner as assignee under this Contract. All terms and conditions of this Contract shall be binding on the Vendor's successors and assigns.
- d. Any documents or information provided by the County to the Vendor during the performance of the work and any documents produced by the Vendor shall be and remain the property of the County at all times hereunder.
- e. Should the Vendor, during the term of this Contract, make any authorized assignment for the benefit of its creditors or voluntarily or involuntarily be declared bankrupt or if a receiver or liquidator shall be appointed to administer the Vendor's affairs, this Contract shall be automatically and without notice canceled and terminated as of the date of such assignment or as of the date upon which custodian, receiver, trustee or liquidator is appointed.

- f. The payment of County obligations hereunder in fiscal years subsequent to the current year is contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, the County may terminate this Contract. The County's fiscal year is currently the calendar year.
 - g. The Vendor represents and acknowledges that it is fully informed of the nature of the work to be performed hereunder and no delay or other consideration shall be granted by reason of the Vendor's failure to understand the provisions and requirements hereof.
16. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract which require continued performance or compliance beyond the termination of this Contract shall survive such termination and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Contract.
- a.
 - b. No term or condition of this Contract shall be deemed to have been waived by either party unless the waiver is in writing and signed by both parties or their duly authorized representatives.
 - c. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Vendor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended. It is the express intention of the County and the Vendor that any such person or entity, other than the County or the Vendor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.	
II	Certificate Holder must be Jefferson County, Colorado.	Required
II	Jefferson County must be added as an additional insured to general liability, auto liability, and any excess liability policies.	Required
A III	Insurance - Minimum requirement	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required
	Commercial General Liability - on an Occurrence Form The policy must not exclude or reduce coverage for mobile equipment, personal injury; blanket contractual; and death. Personal injury coverage must have the employee exclusion deleted. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Coverage must include Liquor Liability, Contractual Liability, and Products & Completed Operations	Required \$1M ea occurrence \$2M general aggregate
	Commercial automobile liability insurance - including hired and non-owned vehicles, if autos are used in the performance of work under this agreement. Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed or approved to do business in Colorado and shall have an A.M. Best rating of not less than A-/VII. Additionally the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Risk Management	Required
IV	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation	Required
V		

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