

2023 CODY COUNTRY CHAMBER OF COMMERCE  
WILD WEST ARTS FEST  
ARTISAN / CRAFTERS / NON-PROFIT CONTRACT



836 Sheridan Avenue, Cody, WY 82414  
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This contract is not in effect unless signed, returned, and accepted by the Cody Country Chamber of Commerce no later than May 1, 2023. This agreement, made this date, \_\_\_\_/\_\_\_\_/2023, by and between Cody Country Chamber of Commerce, hereinafter referred to as the Cody Chamber and \_\_\_\_\_ referred to as Vendor. Whereas Cody Chamber desires to conduct the Wild West Arts Fest the dates of July 2, 3, 4, 2023 and whereas, Vendor desires to participate in said Craft Fair by providing agreed upon product, **THE PARTIES AGREE AS FOLLOWS:**

1. USE OF PREMISES: Cody Chamber hereby rents to Vendor space on Beck and/or 10<sup>th</sup> Streets, Cody Wyoming on July 2,3,4, 2023 inclusive. Exhibitor agrees to pay Cody Chamber rent in the full amount specified on page 2 of this contract. Please indicate three space preferences (specify section letter and space number), \*see map (enclosed). #1\_\_\_\_\_, #2\_\_\_\_\_, #3\_\_\_\_\_. **\*Same past booth location not guaranteed, however, we will do our best to accommodate requests.**

2. PURPOSE: Vendor agrees to use the above premises solely for the purpose of selling the following items and certifies that ALL ITEMS ARE HAND-CRAFTED BY THE VENDOR. IF COMMERCIALLY SOURCED MERCHANDISE IS FOUND IN YOUR BOOTH, YOU WILL NOT BE ALLOWED TO RETURN IN SUBSEQUENT YEARS.

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Vendor will sell within the confines of the allotted space only and times specified in this contract.

3. SECURITY: Vendor agrees that the Cody Chamber, their officers, directors, agents, and employees shall not be responsible for any loss, damage, or injury of any character to any property of the Vendor or his agents or employees while on premises of the Wild West Arts Fest. Security is minimal at the show -- provided only during the overnight hours on July 2 and July 3 -- so please plan accordingly.

4. INDEMNIFICATION: Exhibitor shall indemnify, defend, and hold Cody Chamber harmless from any-and-all claims, costs, liabilities, damages, and fees (including attorney fees and expert witness fees) arising out of or related to Exhibitor's exercise of all rights and privileges under this Contract, including without limit, claims or liabilities for any personal injury or property damage of any kind or nature. This obligation of indemnity extends to the Cody Chamber and its officers, directors, agents, and employees.

5. ATTORNEY FEES: If litigation is instituted arising directly or indirectly out of this Agreement, the losing party shall pay to the prevailing party the prevailing party's reasonable attorney fees and court costs as determined by the court, and trial, or upon any appeal thereof.

6. HOUSEKEEPING: Vendor agrees to be entirely responsible for the space allotted to him/her under this agreement and shall reimburse the Cody Chamber for damage to grounds, facilities and/or trees used in

connection with the space allotted to him/her. Vendor agrees to fill holes and/or pay cost to maintain ground back to acceptable condition.

7. INSURANCE: Vendor agrees to provide a certificate of insurance for not less than \$1,000,000.00 combined single limit bodily injury and property damage\*. The Vendor shall be named insured on the policy and “Cody Chamber & City of Cody their affiliates, subdivisions, officers, directors, agents and employees” shall be additional insured thereon. Vendor agrees to provide Cody Chamber with written proof of such insurance as a **precondition** to using the premises referred to herein\*. **This contract shall not be in force until compliance with insurance requirements has been met. No exceptions.**

8. SPACE SPECIFICATIONS: Booth shall be designed so as not to interfere with the display of neighboring booths or obstruct the vision of attendees to multiple booths at one time. Music, sound systems, or noise that interferes with neighboring booths will not be permitted. **\*Booths are required to set back from sidewalk a minimum of 12 inches from the gutter.** All Booths must have a Class ABC Fire Extinguisher in the booth. Any Booths using hot oil must also have a Purple K Extinguisher for grease and oil. Vendor is an independent contractor and is granted a personal privilege to use space at the Wild West Arts Fest. This privilege may not be assigned to anyone else.

9. TERMINATION: This agreement may be terminated immediately by the Cody Chamber for breach of contract. Vendor will relinquish his space and all rights under this agreement. All monies paid will be forfeited by Vendor. Vendor must terminate agreement in writing to receive refund. If written termination by Vendor is not received by May 1, 2023, all monies will be forfeited.

10. ELECTRICAL: Due to limitations of the location, craft booths **do not** have access to electricity. Most vendors bring their own generators if additional power is required on site. Only soundproof generators or converters are allowed. Vendor must provide own extension cords and generators.

11. WYOMING SALES TAX: Vendors are responsible for compliance and collection, reporting and paying Wyoming Sales Tax. Vendors must complete a Wyoming State Sales Tax form and submit it to the Department of Revenue.

#### **FEE SCHEDULE: Artisan/Crafters/Non-profit Vendors**

Cody Chamber Members:

- \$225 per 10x10 booth space for Art or Craft Vendor
- \$75 per 10x10 booth space for Non-Profit Vendor

Non-Members:

- \$300 per 10x10 booth space for Art or Craft Vendor
- \$100 per 10x10 booth space for Non-Profit Vendor

**VENDOR SETUP: Saturday, July 1, 2023.** You may proceed to your space starting at 6pm, unload and then remove your vehicle from the street prior to set up of your booth. Please be courteous and do not block in your neighbors. Allow them time to unload before setting up your structure. If a tent will be used, weights are a requirement (40 LBS per tent leg). Lowering of your tent in the evenings is also recommended. Come prepared for inclement weather. All booths must be set up by 9am July 2, 2023. \* NO VEHICLES are allowed on 10th street after 8 pm on July 1. Watch for NO PARKING signs, as the police department will tow your vehicle. For safety purposes no vendors are allowed to drive down 10th street after the street closure on July 1. All vendors must remain in the area reserved for parking and cannot extend their booth into the main roadway.

**HOURS OF OPERATION:** Vendor agrees to provide the products and services detailed in item #2 of this contract during the following hours of operation: July 2-3, 2023 from 9am to 6pm and July 4<sup>th</sup> from 9-4pm. Vendor is encouraged to open earlier and remain open later as patronage dictates. As the July 4 parade is a morning event, WWAF strongly encourages early vendor opening.

Vendor agrees to follow all rules and regulations set forth in this document and the "Standards of Operation", attached.

VENDOR NAME (include business name if any) \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

Picture of Display enclosed?

Check enclosed?

Deposit Check enclosed?

Insurance

Pay by VISA or MasterCard, please call 307-587-2777

**FEE CALCULATOR**

**Per One 10x10 space:**

\$300 *Non-Member*

\$100 *Non-Member Non-Profit*

\_\_\_\_\_ **TOTAL**

**Per One 10x10 space:**

\$225 *Cody Chamber Member*

\$75 *Member Non-Profit*

\_\_\_\_\_ **TOTAL**

**Application will not be approved without proof of insurance.**

VENDOR ACCEPTANCE SIGNATURE \_\_\_\_\_

**Cody Chamber Office Use Only:**

Date Received: \_\_\_\_\_

Paid by : \_\_\_\_\_ Deposited date: \_\_\_\_\_

Wild West Arts Fest Acceptance: Yes \_\_\_ No \_\_\_ pace Assigned:

\_\_\_\_\_ Approval Initials: \_\_\_\_\_