

2023 CODY COUNTRY CHAMBER OF COMMERCE
WILD WEST ARTS FEST
FOOD VENDOR CONTRACT



836 Sheridan Avenue, Cody, WY 82414
Phone: 307-587-2777 / Fax: 307-527-6228
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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 the 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 10th 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. Exhibitor will be placed along Beck Avenue, according to booth size, trailer requirements, utilities requested, and accessibility of space during event setup. ***Past booth location not guaranteed.**

2. PURPOSE: Vendor agrees to use the above premises solely for the purpose of selling the following items:

and for no other purpose. 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, 2022, all monies will be forfeited.

10. **ELECTRICAL:** A limited amount of electrical access MAY be available. Please contact us for more information regarding fees and availability. Most vendors bring their own generators. Only soundproof generators or converters are allowed. Vendor must provide splitters and/or extension cords.

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.

VENDOR SETUP: Saturday, July 1, 2023. Prior to placing your trailer, contact on-site representative. Please be courteous and do not block in your neighbors. All trailers must be set up by 9am July 2, 2023. *

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 2-4, 2023, from 9am to 6pm. 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 _____

TRAILER LENGTH (INCLUDING TONGUE) _____

TRAILER SERVES OUT OF DRIVER SIDE _____ OR PASSENGER SIDE _____

ELECTRICITY NEEDED? YES _____ NO _____ IF YES, DO YOU REQUIRE 220 _____ or 110 _____ ?

***220 access is very limited (5 outlets) 110 (4 outlets) – first paid/first served basis.**

I WILL BRING MY OWN GENERATOR FOR ALL DAY & OVERNIGHT POWER YES _____ NO _____

Picture of Display enclosed?

FEE CALCULATOR:

Check enclosed?

\$450 *Non-Member*

\$400 *Cody Chamber Member*

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

\$60 (per additions of 5 ft.)

\$50 (per additions of 5 ft.)

\$150 (electricity access)

\$100 (electricity access)

Insurance

\$150 SURCHARGE FOR 220 AMP SERVICE

\$100 SURCHARGE FOR 220 AMP SERVICE

_____ **TOTAL**

_____ **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 _____ Approval Initials: _____

Space Assigned: _____