



LARAMIE JUBILEE DAYS® DOWNTOWN VENDOR NOTICE

LARAMIE JUBILEE DAYS, INC.
P.O. BOX 1271, LARAMIE, WY 82073
WWW.LARAMIEJUBILEEDAYS.ORG

NOTICE -- PLEASE READ AND NOTE THE FOLLOWING REQUIREMENTS

- Laramie Jubilee Days, Inc. (“LJD”) will not require a Certificate of Insurance to be attached with your application for participation in Laramie Jubilee Days®. However, all vendors are required to secure and maintain during the period of this event Comprehensive General Liability Insurance, which shall be written on an “occurrence” basis, with a standard broad form endorsement and/or excess umbrella liability with combined single limit of not less than \$1,000,000.00 for each occurrence and \$1,000,000.00 general aggregate. Vendors must name Laramie Jubilee Days, Inc. as an additional insured as it relates to activities during the Laramie Jubilee Days® event in Albany County, Wyoming, and to provide Laramie Jubilee Days, Inc. a certificate of such coverage upon request.
- Laramie Jubilee Days, Inc. will not require proof of Worker’s Compensation coverage. However, all vendors are required to comply with all applicable requirements, limitations, and conditions of all applicable federal, state and local codes, laws, ordinances, regulations and rules. Laramie Jubilee Days, Inc. will not be held responsible for any violation regarding this requirement. By submitting an Application to be a vendor, you agree to reimburse Laramie Jubilee Days, Inc. for any fines, penalties, etc., assessed to it as a result of your non-compliance with applicable federal, state, and local laws, regulations, ordinances, and codes.
- Vendor is expected to be familiar with and abide by all applicable meet federal, state, and local laws, regulations, ordinances, and codes. Vendor is responsible for paying all applicable federal, state, and local taxes and must have a copy of its state sales tax license available on the premises to show upon request.
- If you are selling or providing food, Vendor must have obtained any and all required government-issued permits or approval before setting up.

Please mail or email your signed Vendor Contract, complete Vendor Application, proof of insurance (if requested by LJD), and check or money order made payable to:

Laramie Jubilee Days, Inc.
Downtown Committee
P.O. Box 1271
Laramie, WY 82073

Note: your check is your receipt. Cash will not be accepted. If your application is accepted, you will be notified of your assigned move-in time and location. Upon LJD’s acceptance, the application fee is non-refundable (no exceptions). If you have any questions, please send an email to Downtown@LaramieJubileeDays.org or call 512-496-9695.



LARAMIE JUBILEE DAYS[®] DOWNTOWN VENDOR CONTRACT

LARAMIE JUBILEE DAYS, INC.
P.O. BOX 1271, LARAMIE, WY 82073
WWW.LARAMIEJUBILEEDAYS.ORG

You, the undersigned applicant (the “Vendor”), must read, sign, and agree to the following Downtown Vendor Contract (“Contract”) in order to participate in **Laramie Jubilee Days[®] occurring in July 2020 (the “Event”)** as a vendor in downtown Laramie, Wyoming. By signing this Contract, Vendor acknowledges receipt of the Downtown Vendor Notice and accepts its terms as incorporated herein by this reference.

General Rules and Regulations

- **Laramie Jubilee Days, Inc. (“LJD”)** is a Wyoming non-profit corporation, and its Board of Directors, in its sole discretion, has final approval concerning vendors, locations, and products sold or advertised at the Event.
- The Event appeals to a broad demographic of visitors and is a family/child-friendly event. Vendors are expected to conduct themselves in a respectable manner suitable for this Event. LJD reserves the right to remove any products or signage deemed offensive. LJD reserves the right to inspect any and all items and or services and if deemed inappropriate, items will be asked to be removed or vendors will be asked to leave, as LJD may deem necessary. Specifically prohibited items include swords, knives, guns, nun chucks, brass knuckles, darts, throwing stars, spray string, firecrackers, snappers, etc., and items bearing language/logos or symbols LJD deems inappropriate or offensive.
- Vendor is an independent contractor, and nothing contained herein or done pursuant hereto shall be construed to create any relationship of principal and agent or employer and employee between LJD and the Vendor to make them joint ventures.
- Vendor is not permitted to sell outside of its assigned location during Event hours without the prior written approval of LJD. Vendor shall not sell or donate space in its booth for advertising and/or promotion to any third party without prior written approval from LJD.
- Vendor is expected to be familiar with and abide by all applicable meet federal, state, and local laws, regulations, ordinances, and codes. Vendor is responsible for paying all applicable federal, state, and local taxes. Vendor must have a copy of its state sales tax license available on the premises.
- There will be **NO REFUNDS** in the event of inclement weather and **NO REFUNDS** for cancellation after LJD acceptance.
- No solicitation is permitted without booth rental.
- Wyoming law governs this Contract and all provisions of this Contract are subject to all applicable requirements, limitations, and conditions of all applicable federal, state and local codes, laws, ordinances, regulations and rules. Vendor agrees to reimburse LJD for any fines, penalties, etc., assessed to LJD as a result of Vendor’s non-compliance with applicable federal, state, and local laws, regulations, ordinances, and codes. Non-compliance with any of the applicable rules and regulations may result in being escorted out of the Event and being prohibited from any future participation.

Insurance Vendor shall secure and maintain during the period of this Contract Comprehensive General Liability Insurance, which shall be written on an “occurrence” basis, with a standard broad form endorsement and/or excess umbrella liability with combined single limit of not less than \$1,000,000.00 for each occurrence and \$1,000,000.00 general aggregate. Vendor agrees to name Laramie Jubilee Days, Inc. as an additional insured as it relates to activities during the Event in Albany County, Wyoming, and to provide a certificate of such coverage upon request.

Booth Size, Location, Set-Up, Teardown, Electricity, Supplies

- Booth size is 10' x 10'. See Vendor Application for fee schedule and deadlines. If you need more space than 10' x 10', you will need to apply for an additional booth. If you do not adhere to this size for your vendor space, you may be asked to leave the Event.
- Spaces are generally rented on a first-come, first-served basis and are reserved only after a signed Vendor Contract, completed Vendor Application, and payment are received. LJD reserves the right to determine vendors’ locations based on Event needs and locations are not negotiable. LJD further reserves the right to limit the number of vendors in each category. If LJD cannot accommodate you, you will be notified immediately and we will return your application fee.
- You may only enter the Event and set up during the following times, unless you have prior written approval from LJD to deviate from this schedule:
 - Thursday July 9, 2020 2:00 PM to 3:00 PM
 - Friday July 10, 2020 8:00AM to 10:00 AM
 - Saturday July 11, 2020 8:00 AM to 10:00 AM
- All vendors must commit to and keep the following Event hours. Vendors may stay open later on any given day of the Event, if desired, but no early takedown of tents will be permitted, except as otherwise noted during the parade:
 - Thursday July 9, 2020 3:00 PM to 8:00 PM
 - Friday July 10, 2020 10:00 AM to 8:00 PM
 - Saturday July 11, 2020 10:00 AM to 8:00 PM (flexible during the parade)
- No vehicles are allowed in the vendor area except during set-up or tear-down.
- Vendor must keep a 30' wide lane open and available for emergency vehicles.
- Only quiet generators will be allowed if electricity is needed. (Example: Honda Whisper)
- Vendor must supply all booth elements (tables, chairs, awnings, canopies, umbrellas, cleaning supplies, etc.)
- Vendor is responsible for cleaning up its stand each night and upon tearing down of Vendor’s stand, including providing and emptying its own trash receptacle(s).
- LJD will not assume responsibility for damage, loss or injury that may occur to the Vendor or the Vendor’s belongings in relation to or at this Event.
- Pets are expressly prohibited in booths or exhibit areas.

WAIVER, RELEASE OF LIABILITY, AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS.

The undersigned Vendor, and its agents and representatives, in consideration for being permitted to participate in the Event and other activities sponsored by LJD as a vendor, does hereby state and agree as follows: i) Vendor acknowledges that participating in the Event as a vendor may involve certain dangers, the risks of which Vendor assumes, and which include, but are not necessarily limited to damage to property and even serious bodily injury or death; ii) Vendor understands that LJD makes no warranty or guarantee

as to the suitability or safety of any equipment, tools or other property that it provides to Vendor or which Vendor uses while engaging in the Event; iii) Vendor hereby releases LJD and all its directors, officers, and agents from any and all liability for any and all causes of action which Vendor may hereafter have on account of any and all injuries to Vendor or Vendor's property, including death, arising out of or related in any way to the Event or other activities sponsored by LJD, whether such injury results from the negligence of LJD or any of its directors, officers, agents, volunteers, or any other participants of the Event, or from any other cause; iv) Vendor hereby covenants not to sue LJD or any of its officers, directors, or agents and agrees to indemnify and hold harmless each of them from any liability asserted by any person or entity on account of any injury to Vendor or Vendor's property, including death, and Vendor waives any and all claims, demands, actions or causes of actions against them arising out of or related in any way to the Event or any other activities sponsored by LJD, whether said claim, demand, or cause of action arises from the negligence of LJD or any of its directors, officers, agents, volunteers, or any other participants of the Event, or from any other cause; and, v) Vendor assumes all risk of loss, damage, or injury to Vendor and Vendor's property, including death, arising out of or related in any way to Vendor's participation in the Event and any other activities sponsored by LJD. These provisions shall be binding upon Vendor and Vendor's heirs, executors, administrators, personal representatives, successors and assigns and shall inure to the benefit of LJD and all its directors, officers, and agents and their heirs, executors, administrators, personal representatives, assigns and successors in office.

By signing this Contract, the Vendor acknowledges that it has read and fully understands its contents and how it applies to Vendor's participation in the Event. Vendor agrees to fully comply with the terms of this Contract, and all other federal, state, and local laws and regulations. Vendor further agrees that photographs, pictures, or videos may be taken of Vendor and Vendor's booth in connection with Vendor's participation in the Event without compensation from anyone, and Vendor consents to the use of these photographs, pictures, or videos for any legal purpose.

Print Vendor Name: _____ **EIN:** _____

By (signature): _____ **Date:** _____

Print Name, Title: _____

Accepted by Laramie Jubilee Days, Inc.

By: _____ Date: _____
Kelly Wolfe, Downtown Chair

