



April 27, 2011

Dear Vendor,

The Archuleta County Fair Board is excited to provide you the opportunity to participate in the 2011 Archuleta County Fair. Fair dates are Thursday, August 4th, through Sunday, August 7th, 2011.

We are always looking for new and different Vendors. We truly want to make this your best year ever at our Fair because we are celebrating our 60<sup>th</sup> Anniversary.

Enclosed please find a *Booth and Concession Space Request Form*, as well as a *Terms and Conditions Form*. This year you will find an attachment, *Appendix I*. This contains the International Fire Codes that the Pagosa Fire Protection District will be enforcing. It is the vendors' responsibility to read and understand them...and be compliant if applying to be a vendor at the Archuleta County Fair. If you have questions concerning the codes and how to be compliant, please contact us or the contact stated in *Appendix I*.

We encourage you to sign up as soon as possible. Contracts will not be considered without an itemized list of products and prices.

Please include your Security Deposit in the form of a separate check - NO CASH!!

If you have questions please feel free to contact us at 970-264-2388.

We sincerely look forward to working with you and are looking forward to a GREAT Fair!

Sincerely,

Archuleta County Fair Board

**Archuleta County Fair 2011**  
**Booth Space Agreement**  
**August 4-7, 2011**

**Terms and Conditions**

1. Booths will be rented and reserved on a first-come, first-served basis. This will be based on the date full payment, Security Deposit, Booth Request and signed Agreement are RECEIVED.
2. Limited electrical power is available. However, the Archuleta County Fair Board (ACFB) does not guarantee uninterrupted power supply or power beyond 1-110V 20amp service. No hard wire connections will be allowed. No 3 PH available.
3. Electricity will be provided as per your application. You will be liable for extra charges if the voltage or numbers of plugs are not as requested.
4. For Food Vendors, a complete menu of the food items you will be selling, along with prices, MUST accompany this contract. You must sell only what is on your list and for the price quoted. NO EXCEPTIONS!
5. Food Vendors must have proper permits obtained from the San Juan Basin Health Department. These permits must be submitted to the ACFB before August 4, 2011.
6. Each Vendor is responsible to keep booth area clean and free of trash. Trash receptacles will be provided. Waste water dumping location will be available.
7. All Vendors must be set up and operating their booth by 10:00 a.m. on Friday, August 5th, 2011. All Vendors must check in with a Fair Board Representative. NO exceptions. You may begin set up on Thursday, August 6th, from 9:00 a.m. to 6:00 p.m. NO ONE WILL BE ALLOWED TO SET UP AFTER 6:00 p.m., unless special arrangements are made. The Fair Grounds will open to the public at 4:00 p.m. on Thursday.
8. Vendors **will not be allowed** to park in the Fair Grounds. Parking will be available in the regular parking lots. ALL drop offs and deliveries must be made before the Fair opens each day, before 8:30 a.m.
9. Each Vendor is responsible for the collection and payment of any State and Local taxes.
10. All Vendors must remain in place and open for business during the entire run of the Fair. The Fair dates are Thursday, August 4th through Sunday, August 7th, 2011. Vendor operating hours are Friday and Saturday 10:00 AM to 8:00PM and Sunday 10:00AM to 4:00PM. Vendors may open earlier on Thursday afternoon but, know that may be minimal activities on the fairgrounds. Vendors may stay open later if they wish, except Sunday, August 8th, when the vendors must close at 4:00PM. If you leave during the fair, you will forfeit your deposit.
11. There is **no overnight parking or camping** on the Fair Grounds. For information concerning RV parks and campgrounds, please call the Pagosa Springs Chamber of Commerce at 970-264-2360.
12. The selling of knives, water guns, firecrackers, or any item that resembles a weapon is prohibited.
13. **No pets are allowed on the fairgrounds with the exception of 4-H dogs for the obedience trials.**
14. The ACFB shall maintain the right to review any and all booths and the content associated with the booths. ACFB shall make recommendations to Vendors if booths or content and/or actions are considered inappropriate. In the event a Vendor is refused a booth space, full payment and Security Deposit will be returned to the applicant. Please remember this is a FAMILY fair - Please keep booth and contents G-rated.
15. **No alcoholic beverages will be allowed within the confines of the booth space.** No alcohol may be brought on to the Fair Grounds from the outside. Coolers are subject to checks.

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16. No Vendor will be allowed to distribute for free an item that is in direct competition with other Vendors.
17. A \$100.00 refundable deposit is required at the time of space reservation. Deposits must be in the form of a SEPARATE CHECK - NO CASH, TWO CHECKS PLEASE. Deposits will be returned at the close of the Fair on Sunday, IF the Vendor has satisfactorily completed agreement terms. Deposits MUST be mailed in with the Agreement.
18. It is the VENDOR'S responsibility to pick up the Deposit check BEFORE leaving the Fair Grounds on Sunday.
19. Booth space will not be secure until Booth Space Agreement, Request for Space, payment of Space and Security deposit are received by the ACFB.
20. Vendors may cancel the agreement until June 30th, and receive a full refund. NO refunds will be given after June 30, 2011.
21. Vendors must limit the size of their vending area to the size reserved. Vendors using trailers or rugs need to rent space appropriate for their needs. Trailers must remain in place throughout the Fair. If the area is larger than the size agreed upon, there will be an additional fee.
22. Vendors using their own tents, booths or trailers must be securely staked. If the wind picks up a booth or canopy, it will be removed from the Fair Grounds.
23. Side flaps and flaps on the ends will be provided for Vendors using ACFB tents. Vendors are responsible for putting up the flaps and taking down the flaps during the Fair.
24. Requests for a certain booth location will be taken into consideration. NO promises are made on booth locations.
25. No advertising for a vendor's booth may be done except at/on the booth itself... no "mobile" advertising is allowed.
26. Two fair admission bracelets will be issued per vendor; additional bracelets may be issued if the vendor offers reasonable grounds for such issue.
27. Vendors are to be compliant with International Fires Codes – see *Appendix I*. The Fire Marshall of the Pagosa Fire Protection District has provided the following codes in *Appendix I* to ensure that all vendors are aware they will enforce these at the Archuleta County Fair.

The activities to be performed under this Agreement will be performed entirely at the Vendor's risk. Vendors shall be responsible for any and all injuries, claims or damages which may result to him/her, employees, agents, representatives or customers as a result of the services performed hereunder.

Vendor agrees to indemnify and hold Archuleta County and the Archuleta County Fair Board, its officers, employees and agents harmless from any liability claims, damages, costs, expenses or attorney fees arising out of the Vendor's performance of services under this Agreement, including injuries to third parties or to Vendor or to Vendor's employees, customers, representatives or agents and any property damage that may occur to any property for inventory owned, leased, operated or in Vendor's possession.

By signing below, Vendor acknowledges reading the Booth Space Agreement and agrees to comply with the terms and conditions.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Please return this signed sheet along with the Booth Space Request, security deposit and full payment.

**2011 Archuleta County Fair  
Booth and Concession Space Request  
August 4-7, 2011**

Name of Organization or Business \_\_\_\_\_

Type of Business or Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Product or Service \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail: \_\_\_\_\_

**Tent with Side Flaps:**

10x10 \_\_\_\_\_ \$200

10x20 \_\_\_\_\_ \$325

20x20 \_\_\_\_\_ \$365

20x30 \_\_\_\_\_ \$425

30x30 \_\_\_\_\_ \$485

30x40 \_\_\_\_\_ \$635

**Space with no Tent:**

10x10 \_\_\_\_\_ \$125

10x20 \_\_\_\_\_ \$175

20x20 \_\_\_\_\_ \$215

20x30 \_\_\_\_\_ \$245

30x30 \_\_\_\_\_ \$325

30x40 \_\_\_\_\_ \$335

**Electricity Need** 110V 20amp \_\_\_\_\_ 220V \_\_\_\_\_ (see item 2 in the Booth Space Agreement)

**Water Needed** \_\_\_\_\_ (Note: continuous water supply is not guaranteed)

**Approximate amount of bagged ice needed per day** \_\_\_\_\_

**I have read and agree to the Terms and Conditions.**

\_\_\_\_\_  
**Representative**

\_\_\_\_\_  
**Date**

**Please sign and return this request with full payment and security deposit by June 30, 2011, to:**

**Archuleta County Fair  
ATTN: Vendors  
P.O. Box 370  
Pagosa Springs, CO 81147**





## Appendix I

# GENERAL AUTHORITY AND RESPONSIBILITIES POLICIES, PROCEDURES, RULES AND REGULATIONS



## SECTION 104 IFC 2006

### GENERAL AUTHORITY AND RESPONSIBILITIES

**IFC 2006 104.1 General.** The fire code official is hereby authorized to enforce the provisions of this code and shall have the authority to render interpretations of this code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code.

**IFC 2006 102.7 Subjects not regulated by this code.** Where no applicable standards or requirements are set forth in this code, or are contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards, as approved, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the fire code official to determine compliance with codes or standards for those activities or installations within the fire code official's jurisdiction or responsibility.

**IFC 2006 102.8 Matters not provided for.** Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof, which are not specifically provided for by this code shall be determined by the fire code official.

### SPECIAL EVENTS: COOKING TRAILERS AND COOKING UNDER TENTS

#### TRAILERS USED FOR COOKING

##### NFPA 96

**4.1.9\*** Cooking equipment used in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, tents, or any form of roofed enclosure, shall comply with this standard.

**[M] COMMERCIAL COOKING APPLIANCES.** Appliances used in a commercial food service establishment for heating or cooking food and which produce grease vapors, steam, fumes, smoke or odors that are required to be removed through a local exhaust ventilation system. Such appliances include deep fat fryers; upright broilers; griddles; broilers; steam-jacketed kettles; hot-top ranges; under-fired broilers (char broilers); ovens; barbecues; rotisseries; and similar appliances. For the purpose of this definition, a food service establishment shall include any building or a portion thereof used for the preparation and serving of food.

**[M] HOOD.** An air-intake device used to capture by entrapment, impingement, adhesion or similar means, grease and similar contaminants before they enter a duct system.

**Type I.** A kitchen hood for collecting and removing grease vapors and smoke.

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## SECTION 603

### FUEL-FIRED APPLIANCES

**603.1 Installation.** The installation of non portable fuel gas appliances and systems shall comply with the *International Fuel Gas Code*. The installation of all other fuel-fired appliances, other than internal combustion engines, oil lamps and portable devices such as blow torches, melting pots and weed burners, shall comply with this section and the *International Mechanical Code*.

**603.1.1 Manufacturer's instructions.** The installation shall be made in accordance with the manufacturer's instructions and applicable federal, state, and local rules and regulations. Where it becomes necessary to change, modify, or alter a manufacturer's instructions in any way, written approval shall first be obtained from the manufacturer.

**603.1.2 Approval.** The design, construction and installation of fuel-fired appliances shall be in accordance with the *International Fuel Gas Code* and the *International Mechanical Code*.

**904.11.5 Commercial cooking equipment.** Portable fire extinguishers shall be provided within a 30-foot (9144 mm) travel distance of commercial-type cooking equipment. Cooking equipment involving vegetable or animal oils and fats shall be protected by a **Class K** rated portable extinguisher.

## TENTS USED FOR COOKING

### SECTION 2404

#### TEMPORARY AND PERMANENT TENTS, CANOPIES AND MEMBRANE STRUCTURES

**2404.1 General.** All tents, canopies and membrane structures. Both temporary and permanent, shall be in accordance with this section. Permanent tents, canopies and membrane structures shall also comply with the *International Building Code*.

**Fire Extinguishers.** A minimum 2A-10BC (5lb ABC) fire extinguisher shall be provided for all tents, canopies and membrane structures.

- **CANOPIE.** A structure, enclosure or shelter constructed of fabric or pliable materials supported by any manner, except by air or the contents it protects, and is open without sidewalls or drops on 75 percent or more of the perimeter.
- **MEMBRANE STRUCTURE.** An air-inflated, air-supported, cable or frame-covered structure as defined by the *International Building Code* and not otherwise defined as a tent or canopy. See Chapter 31 of the *International Building Code*.
- **TENT.** A structure, enclosure or shelter constructed of fabric or pliable material supported by any manner except by air or the contents that it protects.

**2404.2 Flame propagation performance treatment.** Before a permit is granted, the owner or agent shall file with the fire code official a certificate executed by an approved testing laboratory certifying that the tents; canopies and membrane structures and their appurtenances; sidewalls, drops and tarpaulins; floor coverings, bunting and combustible decorative materials and effects, including sawdust when used on floors or passageways, shall be composed of material meeting the flame propagation performance criteria of NFPA 701 or shall be treated with a flame retardant in an approved manner and meet the flame propagation performance criteria of NFPA 701, and that such flame propagation performance criteria are effective for the period specified by the permit.

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**2404.7 Open or exposed flame.** Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any of the unapproved devices shall not be permitted inside or located within 20 feet (6096 mm) of the tent, canopy or membrane structures while open to the public unless approved by the fire code official.

**2404.15 Heating and cooking equipment.** Heating and cooking equipment shall be in accordance with Sections 2404.15.1 through 2404.15.7.

**2404.15.1 Installation.** Heating or cooking equipment, tanks, piping, hoses, fittings, valves, tubing and other related components shall be installed as specified in the *International Mechanical Code* and the *international Fuel Gas Code*, and shall be approved by the fire code official.

## **OUTDOOR COOKING**

**2404.15.6 Outdoor cooking.** Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet (6096 mm) of a tent, canopy or membrane structure.

Fire Code Requirement Compliance Understanding - It is agreed that all vendors shall be in compliance with the current Fire Code requirements no later than December 31, 2012.

Questions specifically related to Fire Codes and the Fire Marshall should be directed to:

Joel Manny Trujillo  
Assistant Chief of Fire Prevention  
191 N. Pagosa Boulevard  
Pagosa Springs, CO 81147  
Phone: (970) 731-4191  
E-mail: [mannytrujillo@pagosafire.com](mailto:mannytrujillo@pagosafire.com)

Note: Items of colored text in *Appendix I* were highlighted by the Fire Marshall.