



836 Sheridan Avenue, Cody, WY 82414
Phone: 307-587-2777 / Fax: 307-527-6228

exec@codychamber.org / www.codychamber.org



Welcome Wild West Extravaganza Vendors!

The Cody Country Chamber of Commerce is pleased to offer you the opportunity to be a part of this arts and crafts fair held July 2nd-4th, 2018 in beautiful Cody, Wyoming. Enclosed you will find the 2018 contract for the Wild West Extravaganza, as well as a map for vendor spaces. Additional information will be uploaded to www.codychamber.org along with the 2018 vendor forms and information.

Space requests are filled on a first come first served basis. We will do our best to meet one of your top three preferences for space location requests with receipt of your application and certificate of insurance. All applications and fees are due by May 1, 2018. Contracts received after May 1, 2018 will be assigned spaces by the coordinating team, subject to availability on first come first serve basis.

We request that you review the contract very carefully. We encourage you to return your completed contract as soon as possible.

We request you submit a photograph of your booth (color copy is fine) and a detailed description to be included with your contract. Food vendors are required to provide a menu list. We strive for no duplication of main menu items to ensure the highest profits for each food vendor. We will contact you regarding duplication of specialty items that will need to be removed from your menu during Wild West Extravaganza when we send your acceptance letter.

We are happy to answer questions you may have about your contract, space, or the event in general. Feel free to contact Liz or Tina at 307-587-2777 or by email at admin@codychamber.org or exec@codychamber.org.

Best Regards,

Tina Hoebelheinrich, IOM
Cody Country Chamber of Commerce
836 Sheridan Avenue, Cody, WY

2018 CODY COUNTRY CHAMBER OF COMMERCE
WILD WEST EXTRAVAGANZA
FOOD VENDOR CONTRACT



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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, 2018. This Agreement, made this date, _____, 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 Extravaganza the dates of July 2, 3, 4, 2018 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, 2018 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 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 Extravaganza. 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 Extravaganza. 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 in order to receive refund. If written termination by Vendor is not received by May 1, 2018, 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.

FEE SCHEDULE: Food Vendors & Food Trucks

Chamber Member

- \$375 (20 ft. and under) per 20x10 booth/food truck space.

Non-Member

- \$450 (20 ft. and under) per 20x10 booth/food truck space.

VENDOR SETUP: Sunday July 1, 2018. 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 10am July 2, 2018. * NO VEHICLES are allowed on 10th

street after 6 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.

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, 2018 from 10am to 5pm. Vendor is permitted to open earlier and remain open later at their own risk.

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?
- Or pay by VISA or MasterCard-If paying by credit card, please call into the office so your card number is more secure 307-587-2777
- Insurance

Application will not be approved without proof of insurance.

VENDOR ACCEPTANCE SIGNATURE _____

Cody Chamber Office Use Only:

Date Received: _____

Space Assigned: _____

Paid by : _____

Deposited date: _____

Approval Initials: _____

Wild West Extravaganza Acceptance: _____



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STANDARDS OF OPERATION & IMPORTANT VENDOR INFORMATION

About Wild West Extravaganza (WWE): WWE is an annual **arts and crafts fair** that happens in Cody, Wyoming during Stampede Week, one of our busiest weeks of the year. The show usually sees an average of 10,000 visitors, many looking to purchase souvenirs. We invite you to submit an application to this wonderful event! Once we have reviewed the booth applications, selected vendors will receive confirmation from our office. We will contact you via phone or electronically to inform you of your selection. Upon approval, you will be provided with a vendor packet which will include a copy of the executed contract and other pertinent information.

Contracts, Insurance & Applications:

Completed contracts with fees and insurance binder must be received by the Cody Country Chamber of Commerce no later than May 1, 2018 for the best price and space selection. If your contract has not been received by May 1, 2018 with all fees paid and an insurance binder with the Cody Country Chamber of Commerce as additional named insured, your regular space will be reassigned, and any funds will be forfeited.

WWE normally receives more applications than there are vendor booth spaces available. The Cody Country Chamber of Commerce, organizers of the WWE, will review all applications on a first come first served basis, reserving the right to exercise the best judgment in determining what is in the best interest of the event and the event's patrons. Incomplete applications will not receive any consideration.

No commercially produced merchandise will be allowed:

Every vendor, individual or company that rents a vendor booth space for the WWE must agree to the terms listed on their signed contract. Similarly, any items with pictures or sayings that are sexually oriented, alcohol or drug abuse related are considered inappropriate and are prohibited. The Cody Country Chamber of Commerce has sole discretion to determine if an item proposed for sale or display is inappropriate. Failure to comply with these requirements will be cause for removal from the show and possible expulsion from future events.

Concessionaires or vendors are prohibited from assigning, subletting, or transferring a space that has been allotted to them. Vendors are prohibited from selling any product that has not been listed on the contract or approved by the Cody Country Chamber of Commerce.

Insurance & Wyoming State Sales Tax:

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 Country Chamber of Commerce & City of Cody their affiliates, subdivisions, officers, directors, agents and employees” shall be additional insured thereon. Each vendor must provide proof of liability insurance for WWE to the Cody Country Chamber of Commerce, along with their signed contract, listing the Cody Country Chamber of Commerce and City of Cody as additional insured.

Vendors are responsible for compliance and collection, reporting and paying Wyoming State Sales Tax. Vendors must complete a Wyoming State Sales Tax form and submit it to the Department of Revenue. IF WE FIND YOU HAVE NOT SUBMITTED YOUR SALES TAX FORM YOU WILL NOT BE PERMITTED TO ATTEND AND YOU WILL NOT BE INVITED TO FUTURE SHOWS. Contact information and forms are available online at <http://revenue.wyo.gov>.

Booth Fees and Refunds:

The application deadline is MAY 1, 2018. Booth fees are due at the time of the application submission along with proof of insurance. Please be advised that without payment we will not reserve booth spaces. No refunds on space(s) are credited after May 1, 2018. Any refunds requested prior to May 1 will receive 75% of the booth fee.

When you are here:

Schedule:

SUNDAY, July 1: Set up beginning at 6PM. There is no security offered July 1, 2018. Vendors who wish to set up and leave their merchandise and/or products overnight, are welcome to do so at their own risk.

MONDAY, July 2: Hours of operation are 10AM-5PM.

TUESDAY, July 3: Hours of operation are 10AM-5PM.

WEDNESDAY, July 4: Hours of operation are 10AM-5PM.

TEAR DOWN BEGINS AT 5PM.

NO EARLY TEAR DOWNS ARE PERMITTED!

Booth Spaces:

If you have a great product, any booth space is a GREAT SPACE! The Cody Country Chamber of Commerce will review the applications on a first come first served basis, reserving the right to award spaces in accordance with what is deemed safe and equitable. The Cody Country Chamber of Commerce reserves the right to locate any booth or concession where it is in the best interest of WWE. Further, the Vendor agrees to accept such space allotted. Vendor may request a location preference; however Vendor clearly understands request is not a guarantee by WWE.

- All booths along sidewalks have a set-back requirement – 12 inches from the sidewalk to keep gutters clear.
- Due to limited display space, your entire display must be within your 10 x 10 area. Do not set items out of the street area or on sidewalks at any time.
- Do not expect to drive in and unload after setup day.

- A limited amount of electrical access MAY be available, depending upon booth location. Please contact us for more information regarding fees and availability. **Electrical service is not guaranteed.** Most vendors bring their own generators. Only soundproof generators or converters are allowed.
- Water is available from one of two City of Cody owned hydrants on the south west and south east end of the City Park. The Cody Country Chamber of Commerce will have access to those hydrants for the duration of the event. You must provide your own water hoses/hookups if your booth requires water.
- In efforts to keep the event clean and welcoming, you are responsible for keeping your booth spaces and surrounding areas clear of trash. Large City dumpsters designated for this event will be on the corner of 10th and Beck.
- DO NOT DUMP GREASE in any dumpsters, unless they are designed for grease disposal.
- Maintain professional standards (behavior and attire) at all times. Booths must remain open all three days and be taken down at the close of the event -- not any sooner!
- The Cody Country Chamber of Commerce does not furnish any supplies (extension cords, generators, cleaning supplies, etc.)
- Vendors will be notified of their acceptance to WWE and will receive a booth space number and a booth/street map prior to the show.

Parking:

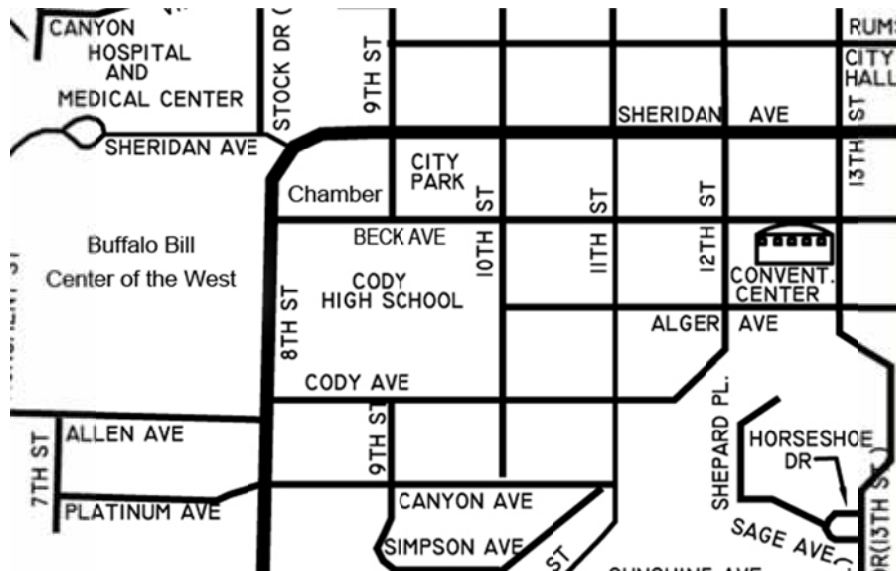
For safety purposes no vendors are allowed to drive down 10th street after the street closure on July 1. One lane shall remain open on Beck Avenue at all times to act as an emergency lane. Parking is available along 9th street near the Chamber and further down 10th street near the high school. Watch for NO PARKING signs, as the police department will tow your car. The Cody Country Chamber of Commerce reserves the right to ask any vendor to leave, without offering a refund, if these safety rules are violated.

Security & Safety:

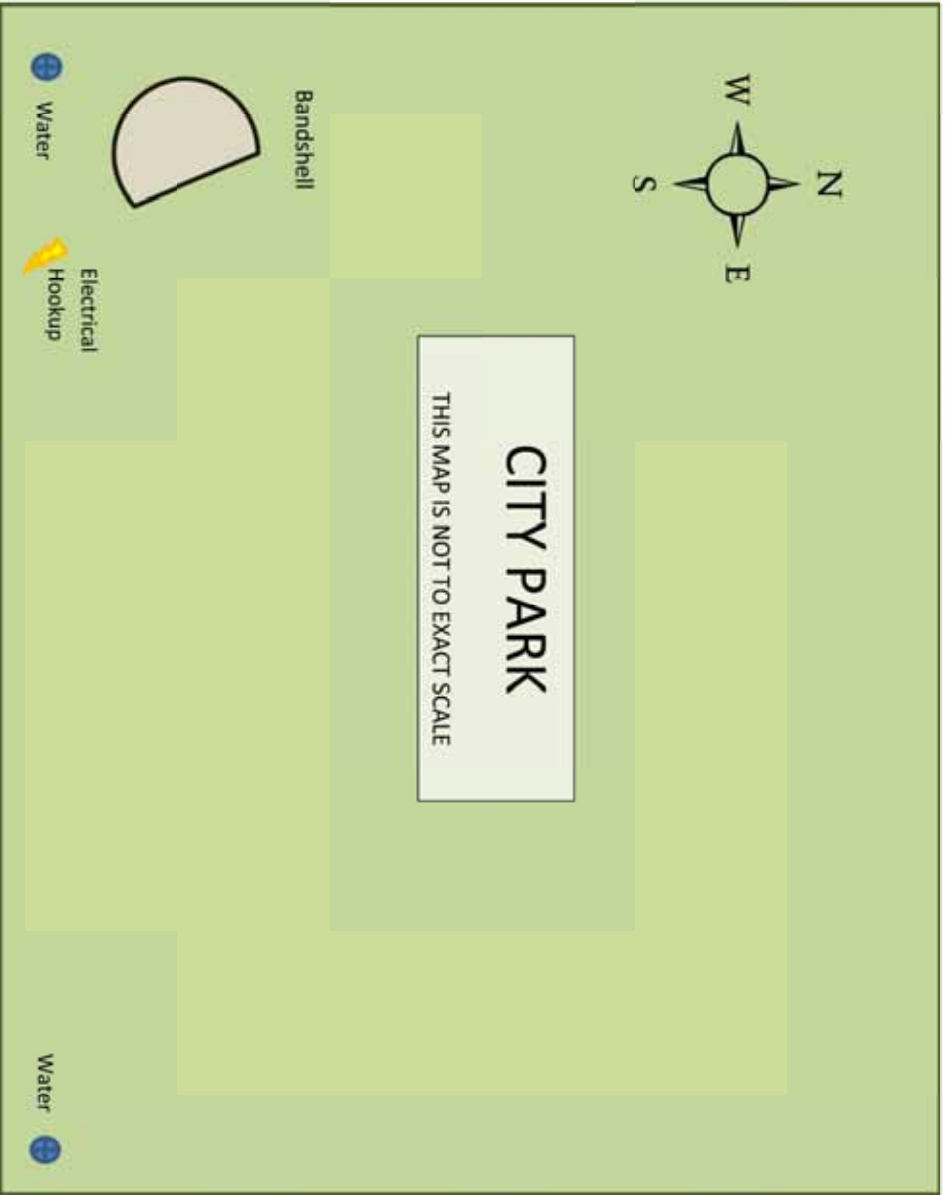
- All booths should have a Class ABC Fire Extinguisher in the booth. Booths using hot oil must also have a Purple K Extinguisher for grease and oil.
- Alcohol and pets are prohibited.
- Fireworks are prohibited.
- There is no security offered on the first night! Security is minimal at the show -- **provided ONLY during the overnight hours on July 2 and July 3** -- so please plan accordingly. The Cody Country Chamber of Commerce, 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 WWE.
- Prepare for contingencies as July weather can be hard to predict. Be prepared for hot, cool or thunderstorm conditions if they arise.

VENDOR CHECKLIST

- Application & signed contract, photo of your booth/items, and proof of insurance to the Cody Country Chamber of Commerce by May 1.
- WY State Sales Tax forms.
- Check your location on the map and bring a copy of your acceptance letter to locate booth space designated for you upon arrival.
- All booths near sidewalks have a set-back requirement – 12 inches from the sidewalk.
- All booths may begin set up on Sunday starting at 6 p.m. or Monday at 8 a.m. and ready for business at 10 a.m. on Monday.
- If you require lodging at a hotel or RV park, please refer to the lodging section of the Cody Country Chamber of Commerce website for places to stay. Book early as Stampede week in Cody is one of our busiest times of the year. We strongly suggest you make reservations early to ensure the best available selection.



Sheridan Avenue / Main Street



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<<< 10th Street >>>

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Vendor Parking

Beck Avenue / Food Vendors Only
ROAD CLOSED TO THROUGH TRAFFIC

A | B | C | D | E | F | G