

**FRIENDS OF EXTENSION AND 4-H IN DOUGLAS/SARPY COUNTY**  
**2019 DOUGLAS COUNTY FAIR**  
**Commercial Vendor Contract**  
**(Read Before Signing)**

By participating as a vendor in the activities of the 2019 Douglas County Fair (the "Fair") at Village Pointe in Omaha, NE and the Chance Ridge in Elkhorn, NE (collectively, the "Premises"), during the Fair (collectively, the "Event"), the undersigned (referred to herein as "I", "me", "my" or "Vendor") agrees to all the terms and conditions set forth in this Commercial Vendor Contract (this "Agreement").

### **Participation in the Event**

In order to participate at the Event, Vendor agrees to comply with the following terms and conditions:

1. Only those vendors who are invited to and accepted by the Event may attend the Event. The Event reserves the right to deny any vendor and/or its products for any reason, including, but not limited to, appropriateness, quality, and duplication of products at the Event. No food vendors are allowed at the Event.
2. Licenses and permits must be obtained by Vendor prior to the opening of the Event. The Event will commence July 11, 2019, through July 14, 2019. The Event's hours will be as follows: July 12: Noon to 7:00 p.m.; and July 13: 9:00 a.m. to 4:00 p.m.
3. Vendor will obtain and maintain liability insurance in the amount of \$1,000,000 throughout the duration of the Event. "Friends of Extension and 4-H in Douglas/Sarpy County" shall be listed as an additional insured.
4. The Event reserves the right to request, at any time, proof of insurance, licensing and permits, and a signed version of this Agreement.
5. Vendors are to be placed in locations determined in the sole discretion of the Douglas County Fair Staff. Commercial exhibits will be located at Chance Ridge Event Center (506 Skyline Drive, Elkhorn, NE).
6. No exclusivity shall be granted to any vendor.
7. Vendor is to begin setup July 11, 2019, from 2:00 p.m. to 6:00 p.m. If Vendor does not set-up at any point during the allotted setup time, the Event reserves the right to deny Vendor from participation in the Event. Vendor may obtain alternative setup permission from the Douglas County Fair Staff if necessary.
8. Vendor must breakdown its booth on July 13, 2019. Everything, including, but not limited to, Vendor's products and booth decorations, must be removed by 5:00pm on July 13, 2019.
9. Each exhibit must have a finished, professional look. No bare tables or uncovered boxes are allowed. The Event reserves the right to remove any vendor not in compliance with exhibit standards.
10. The exhibits may not use electricity, water or generators.
11. Each booth is 10'x10'. If Vendor's display is larger than the allotted size, Vendor will be charged an additional \$200 for each 10'x10' space as is necessary. No solicitation outside Vendor's lease space is permitted.
12. Photographs of Vendor and Vendor's booth may be taken and used by the Event for advertisement or other newsworthy purposes.
13. Vendor agrees to comply with such other terms and conditions as the Event may deem appropriate from time to time.

### **Vendor Fees**

As consideration for being able to participate in the Event, Vendor agrees to pay as follows:

1. Upon return of this Agreement, Vendor must include the applicable fees. The following represents the fee schedule:
  - a. \$200 for one (1) booth (a 10'x10' booth). The booth includes pipe and drape, one (1) 8' table, two (2) chairs, and a printed sign with the name of your business;
  - b. \$20 for an additional 6' table.
2. If this Agreement is rejected by the Event, Vendor's total fee will be returned. All fees are otherwise nonrefundable.
3. Make checks payable to "Douglas County Fair"

### **Indemnification**

Vendor agrees to defend, indemnify and hold harmless Friends of Extension and 4-H in Douglas/Sarpy County, a Nebraska nonprofit corporation, the Event, City of Omaha, Douglas County, Sarpy County, Red Development, LLC, a Missouri limited liability company, and Chance Ridge Event Center, LLC a Nebraska limited liability company,

together with each of their officers, directors, employees, members, shareholders, agents, assigns, or affiliates, from and against any and all claims, demands, losses, damages, costs, liabilities and expenses (including, but not limited to, attorneys' fees and costs of suit, investigation fees and expert fees) of whatever kind or character, on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property, arising out of or in connection with the actions or omissions on the part of the Vendor and/or Vendor's agents.

IN NO EVENT SHALL FRIENDS OF EXTENSION AND 4-H IN DOUGLAS/SARPY COUNTY, A NEBRASKA NONPROFIT CORPORATION, THE EVENT, CITY OF OMAHA, DOUGLAS COUNTY, SARPY COUNTY, RED DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND CHANCE RIDGE EVENT CENTER, LLC A NEBRASKA LIMITED LIABILITY COMPANY, TOGETHER WITH EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS, ASSIGNS, OR AFFILIATES BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Release of Liability**

As a vendor at the Event, I recognize and acknowledge that there are certain risks of illness, viral infection, and physical injury, and I agree to assume the full risk of any illness or injuries, including death, damages, or loss which I may sustain as a result of participating, in any manner, in any and all activities whatsoever connected with, associated with, or arising out of my participation as a vendor at the Event.

I hereby release Friends of Extension and 4-H in Douglas/Sarpy County, a Nebraska nonprofit corporation ("FOE"), the Event, City of Omaha, Douglas County, Sarpy County, Red Development, LLC, a Missouri limited liability company, and Chance Ridge Event Center, LLC a Nebraska limited liability company, together with each of their officers, directors, employees, members, shareholders, agents, assigns, or affiliates (hereinafter "Releasees") from any and all claims, both present and future, arising from my participation in the Event. I understand that the Releasees do not carry any health insurance for vendors and that Releasees assume no financial responsibility for any medical, health, or disability payments. I hereby voluntarily waive any and all claims, both present and future, arising from my participation in the Event, including, but not limited to, claims arising from negligence or negligent rescue operations, and resulting in property damage, loss/diminution of value, personal injuries, illness, wrongful death, or other claims arising from my participation on the Premises or with the Event, including those that are known and unknown, foreseen and unforeseen.

I agree to indemnify, defend and hold harmless the Releasees from any litigation expense, attorney fees, or claim for property damage or personal injury in connection with my activities on the Premises or with the Event. I further covenant not to commence or prosecute any action, suit, or other proceeding against Releasees as a result of any property damage, personal injury, wrongful death, or any other claim arising from my participation on the Premises or with the Event.

I hereby irrevocably permit, authorize and license FOE and its affiliates, successors, and assigns the rights to display, reproduce, record, photograph, digitize, modify, exploit, and otherwise use, and permit others to use my name, image, likeness, appearance and other personal characteristics and all materials created by or on behalf of FOE that incorporate any of the foregoing ("Materials") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created for any purpose, including but not limited to in connection with promotion of the Event, without further consent from or compensation to me. I agree that FOE shall be the exclusive owner of all rights, including copyright, in the Materials. I acknowledge and agree that I have no right to review or approve Materials before they are used by FOE, and that FOE has no liability to me for any editing or alteration of the Materials. To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to invasion of any rights of privacy, arising directly or indirectly from FOE's exercise of their rights granted hereunder.

This document shall be binding upon me, my estate, my legal representatives, my personal representatives, heirs, successors, assigns and guardians. This document shall be broadly construed and governed in accordance with the laws of the state of Nebraska. If any portion of this Agreement is held invalid or unenforceable for any reason, the remaining portions shall continue to be valid and enforceable.

\_\_\_\_\_  
VENDOR INITIALS

**Vendor Application**

Name: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Vendor (Craft, commercial, other): \_\_\_\_\_

**Product Information:**

List all products you plan to sell, promote, or display. Once your application is accepted and approved, no products may be added or removed without approval from the Douglas County Fair staff.

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I have carefully read the above and fully understand the contents, I am aware that I am releasing certain legal rights that I may have, and I enter into this Agreement of my own free will.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

**EMERGENCY CONTACT INFORMATION:**

NAME: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Mail to:

Douglas County Fair  
7101 Mercy Road  
Suite 108  
Omaha NE 68106

Email: [intern@douglascountyfair.org](mailto:intern@douglascountyfair.org)  
Phone: 402-516-5826