

# 2024 ELLENSBURG RODEO

**General Information** 

There are vendor spaces available for the Ellensburg Rodeo. The spaces surround the Ellensburg Rodeo Arena in Ellensburg, Washington.

The Ellensburg Rodeo is a six-day event with seven performances. We have a tentative schedule for opening of the grounds:

- 1. Tuesday, August 27<sup>th</sup>: Mandatory set up day from 8:00 am to 8:00 pm
- 2. Wednesday, August 28<sup>th</sup>: 11:30 am (Best of the Best Roping starts at 1:00 pm)
- 3. Thursday, August 29<sup>th</sup>: 5:30 pm (Concert starts at 8:00 pm)
- 4. Friday, August 30<sup>th</sup>: 4:00 pm (Rodeo performance starts at 6:45 pm)
- 5. Saturday, August 31st: 10:00 am (Rodeo performances starts at 12:45 pm & Xtreme Bulls starts 8:00 pm)
- 6. Sunday, September 1st: 9:00 am (Rodeo performance start at 11:45 am and free show at 6:30 pm)
- 7. Monday, September 2<sup>nd</sup>: 9:00 am (Rodeo performance starts at 11:45 am)

Mandatory vendor set up is scheduled for Tuesday, August 27<sup>th</sup> from 8:00 am to 8:00 pm. When you arrive, you will contact the vendor director to show you to your assigned space. You will receive your parking pass and credentials for entry for the event when you arrive.

A 50% non-refundable deposit of your vendor fees is payable upon application approval. The balance of your vendor fees must be paid on or before Tuesday, August 27<sup>th</sup> at set up.

As a reminder, any products made or sold by our sponsors must be purchased and sold by all vendors so there is a no compete (for example: Pepsi). Vendor director will communicate these sponsors to all vendors by August 2<sup>nd</sup>.

The vendor application deadline is July 15<sup>th</sup>. You will be notified of acceptance after the deadline has passed.



# 2024 ELLENSBURG RODEO

**Vendor Application** 

In accordance with the agreement and conditions governing rental of exhibition space, the undersigned makes application for exhibition space surrounding the Ellensburg Rodeo Arena in Ellensburg, Washington for the Ellensburg Rodeo 2024 (hereinafter referred to as "Rodeo").

#### Liability:

The Ellensburg Rodeo Committee nor any other individual or organization involved in hosting the Ellensburg Rodeo 2024, shall not be liable for any damages, delays, injuries to any person, or performance of the venue or exhibition or for any remote or consequential damages whatsoever. The exhibitor agrees to indemnify, defend and hold harmless the above-named organizations and respective directors, employees, agents, successors and assigns from and against any and all claims, damages, liabilities, losses, government proceedings and costs and expenses including reasonable attorney fees and costs of suit, arising in any way out of exhibitor's participation in the Rodeo. No refund or reimbursement shall be made in the event any specific event of the Rodeo is canceled.

#### **Exhibition:**

All exhibits, booths, materials, or other facilities must conform to the codes of the County of Kittitas, and the State of Washington. Vendors must have a valid Washington seller's permit. All exhibits, materials, and equipment must conform to applicable fire codes. All tents and shelters must be commercial grade and fire retardant as per local fire code. All exhibit tents, trailers, or other displays must be approved by Rodeo committee (please send pictures). No blue/brown/grey tarps are to be used on any vendor booth, at any time of day or night.

#### **Agreement to Exhibit:**

Any exhibitor showing or vending goods or services displaying any official emblem of the Rodeo, or any other logo or emblem that refers to the Rodeo or its program, must have prior approval in writing from the Rodeo Committee. All products sold must be approved by the Ellensburg Rodeo Board to conform to contractual agreements between the Ellensburg Rodeo Board and their sponsors. The sale of these items is prohibited without an agreement in writing and in the possession of the exhibitor for displaying on request.

Exhibitors are solely responsible for complying with all copyrights and/or patents by third parties as to all products, exhibits and materials displayed or offered for sale.

# **Food Vendors:**

If approved by committee, vendor shall complete the "Kittitas County Application for A Temporary Food Facility Permit" at least 30 days prior to event and return it to Kittitas County Health Dept.

## **Exhibit Security:**

The Ellensburg Rodeo Board shall not be responsible for the loss or damage to exhibit or exhibit material from any cause whatever. Exhibitors shall secure their own exhibits.

#### **Exhibit Deliveries:**

Exhibitors are responsible for the delivery and setup of their materials in their booths. The Rodeo will not accept delivery of any goods on behalf of any exhibitor. Exhibitors will be liable for their own freight and storage

charges. Booths shall be fully dismantled at the conclusion of the Rodeo and any material or equipment furnished by the exhibitor shall be promptly removed.

#### **Electrical:**

Standard electrical power (1-110v) hook-up will be available at no cost to the vendor. Request for special services should be noted on the last page of this contract and must be approved prior to set-up. Any additional cost incurred for "special" electrical needs will be passed on to the vendor. There will be a 50-amp service available at additional cost (no generators allowed).

#### Rates:

Rail Fence vendor spaces will be \$70 per frontage foot for a standard spot (max 10 feet deep, including any awnings) and \$90 per frontage foot for a premium spot. To be paid in full prior to moving into vendor space. Minimum space size is 10 feet by 10 feet. Due to the limited space of our vendor area, Vendors placement and acceptance depends on subject matter of wares being sold and size of vendor space needed.

## Force Majeure:

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by cause beyond either party's Reasonable control ("Force Majeure"), and if the party is unable to carry out its obligations and gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages, other labor disputes, supplier failures or Covid restrictions imposed by County Health Department and any other pandemic health emergencies. The excused party shall use Reasonable efforts under the circumstances to avoid removing such causes of non-performance and shall proceed to perform with Reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the Reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

### **General Policies and Procedures:**

Exhibitors must maintain a professional demeanor throughout the Rodeo. Exhibitors must stay within the inner boundaries of their booths to display their goods and/or services. Moving exhibits or advertising exhibits in a location other than the vendor's assigned booth is prohibited. No banner, poster, or sign shall exceed the width of the display booth. Exhibits utilizing sound or light displays shall not interfere with, or distract from, any other vendor's display. Food and/or beverage products shall not be displayed or sold without the Host's prior approval.

Each vendor will be issued **one** John Wayne Trail parking pass for the weekend free of charge. <u>Any</u> additional vehicles will be charged a nominal parking fee.

The Rodeo Committee has the sole discretion to approve items exhibitors wish to display or sell. Information regarding and listing all exhibits, posters, banners, decorations, demonstrations and merchandise materials must be submitted with application for approval. Items not specifically listed and approved are subject to later disapproval at the Host's discretion. Any products made or sold by our sponsors must be purchased and sold by all vendors so there is a no compete (for example: Pepsi). Vendor director will communicate these sponsors to all vendors by August 2<sup>nd</sup>.

Exclusivity is not guaranteed. Major sponsors of the Rodeo may be granted product exclusivity based on the level of their sponsorship. All vendors are approved at the discretion of the Rodeo Committee.

**Application Deadline: July 15, 2024** 



609 N. MAIN ST

I have read the above terms and agree to them.

ELLENSBURG, WA 98926

(509) 962-7831

1-800-637-2444

# VIOLATING THE TERMS OF THIS AGREEMENT MAY CAUSE THE EXHIBITOR TO BE REMOVED FROM THE EXHIBIT AREA AND THEIR CONTRACT TO BE TERMINATED.

Name of Company:		
Business Phone: ( )	Email:	
Website:	UBI Number_	
Booth type and products you v	wish to sell. Please prov	ide photos.
Size of space needed:		end NO juirements.
	of space needed:  np electrical plug in is complimentary. np electrical is needed: YES \$100/weekend NO  TH INFORMATION: Please provide photos. booth configurations desired and any special requirements.	
	-	nents.
Signed		Date
Application Checklist:	□ Application	□ Photos of vendor space
For office use: Date received:	_	
Approved: YES NO	By who:	