



2023 Vendor Manual



Location:

Norris Penrose Event Center
1045 Lower Gold Camp Road
Colorado Springs, CO 80905-7219

Robert Dunn, Vendor Chair:

Office Phone: (719) 552-3434

Mobile: (719) 641-6441

Email: vendor.chair@pikespeakorbust.org

Welcome to the 2023 NFR Open at the Pikes Peak or Bust Rodeo!

On behalf of the Board of Directors, Ramrod Chairmen and all of the Volunteers of the Pikes Peak or Bust Rodeo (PPOBR) we hope you will be joining us for our 82nd year in Colorado Springs, CO.

Rodeo History

ProRodeo World Champions & rising stars from across the U.S. and Canadian Circuits will compete in the shadow of America's Mountain for over \$1 in payouts. It's all happening at the NFR Open at the Pikes Peak or Bust Rodeo, July 11-15, 2023 at Norris Penrose Event Center. Since 1946, proceeds of the Pikes Peak or Bust Rodeo have been used to benefit local military and their families. Colorado Springs is home to the United States Air Force Academy, U.S. NORAD/NORTHCOM (home to the American and Canadian joint forces), U.S. Space Command, Schriever Space Force Base, Peterson Space Force Base, and Fort Carson.

For more information and event listings visit <https://www.PikesPeakorBust.org>.

Events include exciting rodeo action with Bareback Riding, Steer Wrestling, Tie Down Roping, Team Roping, Saddle Bronc Riding, Team Roping, Bull Riding and two fast-paced women's events: Breakaway Roping and fan-favorite Barrel Racing. In addition, there will be Fan Zone activities and events for the whole family, *not to mention the wonderful food and the commercial vendors we have joining us this year!*

General Information & Contacts

Norris Penrose Event Center features an outdoor stadium, a 36,000 sq ft indoor arena, show stalls, a cross country course, camper hook-ups, a shower and rest room house for campers, and a conference room. Located on 72 acres of beautiful western terrain at the base of Pikes Peak, Norris Penrose Event Center adjoins 500 additional acres with a network of trails linking to the Pikes Peak National Forest.

<u>Robert Dunn</u> , Chairman Vendors & Promotional Committee	(719) 552-3434
<u>Barry Dunlap</u> , Norris Penrose Catering and Food Concessions	(719) 229-6466
<u>Kyle Park</u> , General Manager Norris Penrose Event Center	(719) 494-3187

To Reserve Your Space

All applicants are given equal consideration based upon available space, and the applicant's ability to (1) set up an attractive and professional looking display, (2) offer a unique product of great quality, (3) conduct business in an ethical and professional manner, and (4) meet financial responsibilities and all contractual obligations.

Please Submit a completed and signed application (pages 8-9 of this manual), payment, proof of insurance, copy of Colorado sales tax license, copy of current Colorado State Food License and Food Event Permit (if a food vendor) as soon as possible. Fees for this year are: \$600 for a 10x10 and \$1000 for a 10x20 in the arena fence; \$350 for a 10x10 and \$600 for a 10x20 in the Fan Zone. A \$300 deposit is due upon signing of the contract; the balance is due by July 1, 2023. **NOTE: If you require a space larger than 10x20, please contact the Vendor Chair.**

Electricity will be provided for the cost of the booth. However, if you require more than one 30a 110V power outlet or a 50a 220V power outlet, you **MUST** notify the Vendor Chairman when you submit this contract. Depending on your needs, an additional charge (\$50) may apply.

In the event of cancellation by the vendor for any reason, monies paid shall be refunded only if the PPOBR is able to resell the booth space. If we are unable to resell the booth space, then no monies shall be refunded. Cancellations **MUST** be received no later than 15 days prior to the start of the rodeo, or deposits may be forfeited. Refunds, if any, will be mailed within 60 days after the end of the rodeo. The PPOBR staff reserves the right to cancel any or all agreements with vendors.

Insurance / Tax Requirements

All vendors must have Certificates of Insurance on file with Vendor Chairman prior to the event that lists the appropriate amounts of coverage. Colorado State Statutes require the following insurance coverage:

- Bodily Injury: \$1,000,000 each occurrence
- Property Damage: \$1,000,000 each occurrence
- Aggregate Property Damage: \$1,000,000
- Insurance Certificates must cover the entire duration of the event and **must have the following named as "additional insured:"**

NPEC, LLC

Norris Penrose Legacy Foundation

The Pikes Peak Or Bust Rodeo Foundation, Inc.

The Colorado Springs Rodeo Association, Inc.

If you need to obtain insurance through The Pikes Peak or Bust Rodeo Insurance Plan for the event, please contact Robert Dunn at (719) 522-3434 (office), (719) 641-6441 (mobile), or (719) 229-5069 (assistant mobile).

You must provide a copy of your sales tax license if you are going to be selling products. **You are responsible for proper collection and submittal of sales tax to the State of Colorado and El Paso County.** All vendors must submit a FEIN number or Tax ID number or a copy of your sales tax license.

Colorado law requires separate payment of special event sales tax. Information about the special event tax can be found at <https://tax.colorado.gov/special-event-sales-tax>.

Information about obtaining a special event sales tax license can be found at <https://tax.colorado.gov/special-event-license>.

Special event sales tax must be paid by August 20th, 2023. It can be paid at <https://tax.colorado.gov/file-special-event-sales-tax-online> or by mail using form DR0098, available at the following link: https://tax.colorado.gov/sites/tax/files/documents/DR0098_2022_V2.pdf.

The special event sales tax can be submitted using your SSN, ITIN, FEIN, or CAN. The location / juris code for Colorado Springs is 04-0017.

City of Colo. Springs –	3.07%
State of Colorado –	2.90%
El Paso County –	1.23%
PPRTA –	1.00%
Total Tax Rate –	8.20%

Set-up / Tear-Down Schedule

Set-up Hours

The grounds will open on Monday, July 10 from 8:00 am to 4:30 pm. Vendors must check in with the Vendor Chair prior to set up to ensure proper placement of all booths.

Standard 10x10 or 10x20 booths must be set-up to match the “Front” of the booth next to you to avoid having a “hiding effect” for your booth or the booth next to you. Unless your booth allows shopping inside, your booth must be at least three feet back from the sidewalk to allow for smooth patron traffic.

All booths must be set-up by NOON on opening day, July 11, 2023, **and vehicles must be placed in vendor parking area.** Vehicles left by fence (fire lane) will be towed at owners/vendors expense.

The only trailers that can remain behind your display are those that require refrigeration. All trailers used for re-stocking must be parked in the south parking lot on the south side (back by the split rail fence).

Prior to each event, if you need more than 20 minutes to re-stock inventory etc., you will need to obtain permission from Vendor Chairman in advance in order to park behind the fence. There will be contestant and pedestrian traffic in the area at this time. **DRIVE SLOW / DRIVE SAFE!**

Tear-Down Hours

All vendors must remain totally intact and operational until 9:30 pm or at least 30 min following the last event. (May be extended based on attendance after the last event)

Vehicles will not be permitted on grounds (fire lane) for load out until after 9:30 pm or as deemed "Safe" by PPOBR management. Tear-down is permitted on Sunday, July 16 from 7:00 am to 4:00 pm.

Supplies for Booth Set-up / Tear-Down _____

You are responsible for providing the necessary supplies to set-up and tear-down your booths. If additional supplies are needed they can be purchased at the local merchants located at the bottom of the hill from the Rodeo grounds.

Electrical Inspection _____

For health, safety, and welfare of those who participate in and attend the Pikes Peak or Bust Rodeo, ALL exhibits/booths will be inspected prior to opening on the first day of the event.

- No damaged or repaired wiring
- All extension cords **MUST** be Contractor Grade 12 AWG, 10 AWG or 8 AWG
- All three pronged connectors must be intact, have a ground and be UL approved.
- (All EXTENSION CORDS MUST BE REPLACED IF FOUND DAMAGED OR REPAIRED)

The Pikes Peak or Bust Rodeo shall not be responsible for any equipment damage or loss of business due to outages or power surges

Vendor Passes _____

Each vendor will receive two vendor entry passes per event and one parking pass. If you need additional vendor passes they must be approved by the Vendor Committee Chairman. Also, additional parking passes must be approved by the Vendor Committee Chairman. All other vendor vehicles will be parked in general admission parking and the parking fee paid upon entry.

Vendor passes are for those who are working the event. Any attempt on the part of the vendor, their employees, agents or representatives to sell, exchange or barter any privilege or admission passes issued by the PPOBR will be sufficient cause for termination of contract and ejection from the grounds.

Vendor is responsible for lost or stolen passes. The PPOBR will not replace any lost or stolen passes.

Parking

Vendors will need to park in the designated parking area **with their pass properly displayed at all times**. No vendors will be permitted to enter or leave this area after 4:30 pm (11:30 am on Friday and Saturday) until events are over or deemed “safe” by PPOBR management. The parking attendants are here for your safety and the safety of all who enter the grounds. Please DRIVE SLOW and heed their directions. Any and all issues need to be escalated to the Vendor Chairman for proper determination and/or assistance. If you have an RV that you would like to stay in at the venue, you **MUST** coordinate with the General Manager’s office to receive an assigned space. There will be **NO** parking allowed in the South lot unless you have handicapped access requirements.

Vendor Location

The Vendors & Promotions Committee, in agreement with the Ramrod Chairman and Board of Directors, reserves the right to locate, re-locate or cancel any exhibit/display/concession that is not in the best interest of the PPOBR. Vendors shall not sublease booth spaces or portions thereof without prior written approval from Vendor Chairman. Vendors must stay within the rented booth dimensions associated with their contract.

Sound Devices

Vendors shall obtain permission from the Vendor Committee Chairman for use of all sound devices such as; radios, speakers, or any other attention getting devices.

Hours of Operation

Vendor booths must be “open for business” at 4:00 pm Tuesday through Thursday until 9:30 pm or at least 30 min following the last performance.

On Friday and Saturday (there will be a matinee performance and an evening performance) vendors must be “open for business” at 10:00 am until 9:30 pm or at least 30 min following the last performance.

Miscellaneous Vendor Information

- All vendors shall comply with all federal, state and local laws and regulations, including but not limited to taxation, health, safety, labor, employment, and licensing.
- All vendors are equal regardless of size, and should be given equal opportunity, within reason, to present their product or service to the public. The walkways around your area **MUST** be kept open. No products can be displayed on the walkways. Please remember the walkway is not part of your allocated booth space but is intended for the use of rodeo personnel and patrons.
- Vendors must confine all transactions to the space leased and shall not display signs, placards, brochures, advertisements, or solicit prospective customers in any

location on the Fairgrounds, except within the contracted space. Operating, selling, distributing handbills, posting advertising, hawking or conducting business within the aisles or anywhere outside of the vendor's contracted space (including on buildings, trees, posts, parked vehicles) is prohibited. Additionally, please use professional and courteous approaches to rodeo fans walking by your booth.

- The vendor is responsible for the appearance, maintenance and attractive condition of the exhibit space. All booths must be properly manned during exhibit hours of operation and it is the vendor's responsibility to clean up around their area at the end of the day and secure their merchandise.
- Vendors are responsible for collecting and paying their own special event sales tax. No entities associated with the Pikes Peak or Bust Rodeo will be responsible for collecting nor paying your special event sales tax.
- No firearms of any kind are allowed on the grounds at any time unless the vendor has a current concealed weapon permit.
- Merchandise referring to alcohol or drug abuse, violence or that are sexually explicit or suggestive in nature are not permitted to be sold.
- Vendors will be required to provide their own tents. Tents should be made with a durable, fire-resistant material.
- Vendors shall indemnify, and hold harmless, El Paso County, Colorado, the PPOBR, and their respective officers, employees, agents, volunteers, boards and subsidiaries as additional parties, from any and all claims, liabilities, or other damages of any nature whatsoever, including costs and attorney's fees, in excess of, or not covered by the insurance coverage provided under the terms of this agreement occasioned directly or indirectly by the vendors operation of the premises. The PPOBR Board, the staff, and volunteers shall not be responsible for personal injuries, accidents, damages or losses sustained by vendors, helpers, agents, visitors, or paid admission patrons on the Fairgrounds.

Summary

Thank you for considering working with us at this year's Rodeo! We value your participation and are looking forward to working with you.

If you have any questions or need any additional information, please contact Robert Dunn at vendor.chair@pikespeakorbust.org, or by calling (719) 522-3434 (work), (719) 641-6441 (mobile), or (719) 229-5069 (assistant mobile). See you at the Rodeo!

Vending Contract

This agreement is entered into between the Pikes Peak or Bust Rodeo and _____,

In consideration of the following mutual covenants and for good valuable consideration, all parties agree:

1. Pikes Peak or Bust Rodeo grants the following Vending Agreement to _____, from here on to be known as "Vendor".
 - A) Vending Booth: Vendor will receive one (1) vending booth within the vendor area during the Pikes Peak or Bust Rodeo | NFR Open 2023 event. Each booth will receive two (2) admission tickets per event and one (1) parking pass.
 - B) Electricity will be provided for the cost of the booth. However, if you require more than one 110V power outlet, you **MUST** notify the Vendor Chairman when you submit this contract. Depending on your needs, an additional charge (\$50) may apply.
 - C) Sales Tax: Vendor will be responsible for all sales tax on all sales.
 - D) Booth Location: Vendor will be notified of booth location after this contract is received and processed.
 - E) Booth Size: Vendor will receive either a 10x10 or 10x20 booth space. (No pipe, drape, chair or table will be provided).
 - F) Setup Time: Vendor can begin setup on July 10, 2023 from 8:30 am to 4:30 pm.
 - G) Hours of Operation: At least one person must be in the booth at all times & open for business from 4:00 pm until 9:30 pm Tues-Thurs & from 10:00 am through 9:30 pm Fri-Sat or until one half (1/2) hour after the conclusion of the performance.
2. **Vendor Fee:** Vendor Agrees to pay **\$600** for a 10x10 arena space or **\$1000** for a 10x20 arena space **\$350** for a 10x10 fan zone space or **\$600** for a 10x20 fan zone space for the aforementioned Vending Booth. **(Please select one option and make check payable to Pikes Peak or Bust Rodeo)**
\$300 (arena) or \$250 (fan zone) due upon signing of the contract (includes vendor space and electricity).
Balance Due: \$_____ (Balance is due by July 1, 2023)
3. **Term:** The duration of this agreement shall be as follows: Beginning July 10, 2023 and ending on July 16, 2023. All booths must be broken down and removed before 4:00 pm on Sunday, July 16, 2023, but not prior to the conclusion of the Rodeo performance. **Exceptions for later tear downs must be arranged in advance with the Vendor Chair.**
4. **Insurance:** Sales Tax License (if selling goods) & Proof of insurance are REQUIRED. Comprehensive, General Public Liability and Property Damage Insurance, including Personal Injury; Bodily Injury, \$1,000,000.00 each occurrence; Property Damage, \$300,000.00 each occurrence; Aggregate Property Damage, \$1,000,000.00 naming **The Pikes Peak or Bust Rodeo Foundation, Inc., Norris Penrose Legacy Foundation, The Colorado Springs Rodeo Association, Inc & NPEC, LLC,** as additional insured. Liability Insurance is also available through Wells Fargo, the rodeo insurance company (contact the Vendor Chairman for an insurance application). Rates are \$68.00 for a 10x10 booth and \$101.00 for a 10x20 booth. **(Rates subject to change. Make check payable to Pikes Peak or Bust Rodeo.) NOTE: application AND full payment is due by July 1, 2023.**
5. Please Submit: Completed and signed application, payment, proof of insurance, copy of Colorado sales tax license, copy of current Colorado State Food License and Food Event Permit (if a food vendor).

Signature (s): _____

Print Name _____

Continued on next page...

Company _____

Address _____

Phone _____

Email completed form to Robert Dunn at: vendor.chair@pikespeakorbust.org

Or mail a hard copy to:

Robert Dunn

4595 Whimsical Dr.

Colorado Springs, CO 80917-3118