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PPIR VENDOR APPLICATION / CONTRACT

The following application, if accepted, shall constitute and contractual agreement between the applicant listed below and Pikes Peak International Raceway, LLC (PPIR).

Name of Applicant (Company): _____

Contact Name: _____ Phone: _____

Email: _____ Fax: _____

Billing Address: _____

Resale Permit #: _____

Products to be sold and selling prices (attach menu if available): _____

Power requirements (check all that apply): No power or have generator 110v 220v

I'm applying for _____ event held on _____

I'm interested in vending for future events at Pikes Peak International Raceway? _____

I (we) hereby apply to rent space in the vendor area for the purpose of selling or displaying the above listed items (or attached menu) at PPIR under the following terms and conditions:

1. All vendor fees for any particular event shall be paid at least two weeks prior to the event set-up date. Credit card payment can be taken over the phone, and cash is accepted at the office during normal business hours. Payment must be received before you will be allowed to set up on-site. Cancellations must be in writing, via email or mail, and received by 5pm two weeks before the event start date to receive a refund less a \$20 cancellation fee. Refunds will not be given for no-shows.
2. PPIR will assign spaces at the discretion of the Event Coordinator. Previous space assignments do not guarantee the same assignments in the future. Renewing vendors will receive first choice. Vendors are responsible for workers showing up on time.
3. All electrical spaces are on a first-come, first-served basis. There is a fee for electrical hook-ups, the price is dependent on electrical rates. PPIR is not responsible for electrical outages beyond

our control. Any other electrical needs in any other spaces are the responsibility of the vendor, including power strips, extension cords and GFI connections.

4. All of the vendor's display and equipment must remain completely within the confines of the space provided during the hours of operation of the event day. Violators extending outside of their space shall have their rental space revoked and no refunds will be issued. No handouts, free samples or solicitation of opinion can be conducted outside the rented area. **At least one person must be in the vendor's assigned area at all times during the operations of the event day(s).**
5. Tents, tables, chairs and fencing are the responsibility of the vendor and may be available for rent. Vendors are warned not to damage the track facility in setting up or operating services. Any such damage will be charged to the vendor and may also result in expulsion from the property and exclusion from future events.
6. Vendors are prohibited from parking vehicles or sorting inventory or garage anywhere outside of or behind their rented space/tented area. **Vendors are responsible for placing all waste (boxes folded) in designated trash receptacles. Do not place behind your tent, truck or trailer. Dumping of any liquids on the grounds constitutes expulsion from the property and exclusion from future events.** Vendors shall leave the back and side walls intact during operating hours.
7. Vendor agrees to keep all vehicles out of the vendor/display area between the event's operating hours specified in this agreement.
8. All exhibits to be displayed and products to be sold must be listed on this application or attached, as well as the selling price of each item.
9. Vendor agrees not to create or emit unduly loud or unreasonable noise in demonstrating its products, or for any purpose.
10. Vendor shall **pay liability insurance and** must submit proof of insurance two weeks prior to the event.
 - a. Workers Compensation Colorado Statutory Limits
 - b. Comprehensive General Liability, bodily injury \$1,000,000
and property damage, combined single amount
 - c. Automobile Liability, bodily injury and property \$1,000,000
Damage, combined single amount
 - d. Comprehensive General and Auto Liability policies shall provide an endorsement naming PPIR and its officers, agents and employees; parent, subsidiary, limited liability and affiliate companies and their respective shareholders, members, directors, officers, agents and employees and the City of Fountain as named additional insured's.
 - e. Policy shall also be endorsed to provide that such insurance is primary insurance and that no separate insurance policy or self-insurance of the additional named insured shall be called on to contribute to any loss incurred in connection with the Contractors/Vendor's performance.
 - f. The above described coverage shall be maintained throughout the term of service agreement, and the Contractor/Vendor shall file with PPIR a Certificate of Insurance evidencing that any insurance coverage required herein has been obtained and

currently in effect.

11. Vendors will be responsible for any and all applicable State and County taxes. Your company will be responsible for obtaining a Food License from the tax assessor's office in the county of El Paso as well as provide a copy of the license to PPIR two weeks prior to the event.
12. Vendor warrants its products to be of a pleasing and safe nature and its sales or display of the same is in accordance with the laws of Colorado. Vendors agrees to hold harmless PPIR, its parent, subsidiary, limited liability and affiliate companies and their respective shareholders, members, directors, officers, agents and employees and the City of Fountain (collectively "Race Track") PPIR, and its employees and agents from all claims arising from injury or damage by vendor or vendor's products. Race Tracks are a family friendly facilities and vendor representatives will be expected to behave accordingly.
13. PPIR makes no guarantees that vendor will make a profit or any monies whatsoever as a result of its activity at the race track. Before completing this application, vendors are urged to consider carefully whether the type of products being offered will be attractive and desirable to the racing public. All financial loss will be borne by the vendors and no such loss shall be basis of a refund of fees paid to PPIR.
14. In the event a vendor does not conform to the terms of this contract, PPIR has the right to remove the vendor from the area. All costs associated with removal will be borne by the vendor. No refunds will be issued if the vendor is asked to leave.
15. All vendors must go through registration during its operation hours and credentials must be signed for by the company representative listed on this application unless other arrangements are made in advance and in writing. Set-up will begin at the discretion of the Event Coordinator and must be completed by close of business on that day, or as determined by the Event Coordinator. The use of 4-wheelers, dirt bikes or other licensed motorbikes of any type is not permitted. Bicycles and golf carts are permitted in the spectator areas but not in the paddock, and only to be driven by vendor staff. **No trailer drops or admittance will be allowed after scheduled time as directed by the Event Coordinator. Vendors must vacate by 7:00pm each night or as directed by the Event Coordinator.**

The undersigned warrants that he/she has read, understands and will abide by the terms and conditions set forth in this application/contract and has the authority to contract on behalf of said vendor. Any breach of this agreement by vendor shall be a basis for immediate expulsion from said PPIR premises, forfeiture of all fees paid and exclusion from future racing events.

Signature

Date

Printed Name

Signature of PPIR Staff

Date

Printed Name of PPIR Staff