

Pagosa Folk 'N Bluegrass Festival

June 5 & 6, 2010
Pagosa Springs, Colorado

Application and Contract for Food Vending Space

Business Name: _____

Name of Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ email: _____

PRODUCT DESCRIPTION: List ALL food products to be sold at festival, including beverages, with approximate prices. (Use a separate sheet of paper if necessary.) A menu is acceptable. Acceptance of your application is based on your product list. Please include a photo of your booth or display if you have not vended at a FolkWest event. We will limit the number of merchants at festival who sell similar products. You may not be allowed to sell products that are not listed on this application at the event -- so please be thorough!

NOTE: Booth space is assigned on a first come, first served basis. Festival management will assign your space on day of setup. You MUST have your own structure as nothing is provided by FolkWest. **Food vendor agrees to conform to health and safety codes and terms on second page of contract and of the State of Colorado Health Department, international fire codes, and to construct booth in an aesthetic manner consistent with the quality of the event.**

Vending space with electricity (one 110V plug on a 20 amp GFI) \$375*
PAYMENT IN FULL IS REQUIRED AT TIME OF APPLICATION. A 50% FEE WILL BE CHARGED FOR CANCELLATIONS. NO RE-FUNDS WILL BE MADE FOR CANCELLATIONS AFTER APRIL 30, 2010.

Charge above includes admission bands for up to four (4) employees and one (1) vehicle pass. if you need additional admission or vehicle passes you must call prior to your arrival. Unused passes are non-transferable and may not be sold. ***Fee includes a \$25 Town of Pagosa Springs 2010 Vendor License (good for entire year).**

AGREEMENT:

Sign and return this form with your payment. **Food vendors must include proof of current liability insurance coverage. Please make check payable to FolkWest.** No application will be accepted without payment in full. **Payment in full is refundable if application is not accepted.**

I hereby make application for food sales space at the 2010 Pagosa Folk 'N Bluegrass Festival as described within. I have read and agree to abide by the terms on the back of this application and with the laws of the State of Colorado.

Signed _____

Check/ Money Order/VISA / Mastercard (Circle One)

Name _____

Title _____

Exp. Date _____ CVC

code _____

Date _____

**Remember to include complete product list.*

Make and retain a copy for your records. Return original signed copy to: FolkWest • P.O. Box 3665 • Pagosa Springs, CO 81147. If you have any questions call Crista Munro or Dan Appenzeller at (970) 731-5582.

Festival Use Only

Date Received: _____

Size of Booth: _____

Amount Paid: _____

Check Number: _____

Booth Assigned: _____

Application Rejected

Terms and Conditions of Contract for Food Vendors

I. Liability

Vendor agrees to indemnify and hold harmless FolkWest and the Pagosa Folk 'N Bluegrass Festival, its principals, agents, officers and employees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Vendor's agents, employees, invitees, contractors, or guest which occur in or about the Vending Space. Vendor agrees to use and preoccupy the Vending Space at Vendor's own risk, and hereby releases FolkWest, its agents, officers, employees and invitees from all claims for any damage, loss or injury to persons or property to the full extent permitted by law occurring in or about the Vending Space, including, but not limited to damages, resulting from the acts of other Vendors, theft, vandalism, fire and other casualty damage or damage arising from any defects in the premises.

2. Space Assignments

FolkWest will assign booths in all cases; however, in every case the exhibitor's choice will be honored based on the special needs and compatibility of other exhibitors. FolkWest reserves the right to rearrange or renumber the site plan and relocate any exhibit if it appears for the general good of all exhibits.

3. Installation of Exhibits

Vendors must arrive at the site on Friday, June 4, 2010 between 2 and 8 p.m. Provisions for those who cannot arrive between those hours must be made prior to acceptance of vending contract.

4. Dismantling of Vendor Space

Vendor shall not dismantle or remove any portion of exhibit prior to end of show on Sunday, June 6, 2010. The entire exhibit and all of Vendor's property must be removed from the premises by 12:00 noon Monday, June 7, 2010. Failure to vacate the premises by this time will result in a citation for trespassing issued by the Town of Pagosa Springs. Vendor is responsible for the control and maintenance of the Vending Space during the entire term for which the Vending Space is used by the Vendor. Area shall be returned to FolkWest in its original condition, and Vendor agrees to reimburse FolkWest for any cost or expense incurred by FolkWest in cleaning up or repairing damage to site.

5. Vending Space

One 110 volt electrical hookup is provided. Exhibits will not exceed dimensions on contract without prior consent. Vendor may construct a semipermanent booth that will not damage the site. Vendor may not exhibit any material deemed offensive or objectionable, in the reasonable opinion of the FolkWest, to the adjacent or surrounding Vendors, or to the festival as a whole.

6. Vending hours

Vendor shall maintain a responsible individual(s) in the vending space **at all times** during vending hours. Vendor shall receive a **maximum** of four event passes with booth fee for entire weekend for staff. All Vending personnel must have a pass for admittance to festival site. Booths may be open for business any time after setup on Friday. Vendor has option to sell during extended hours at own discretion. Vendor shall be responsible for the conduct of any employees, agents, visitors or guests in or about the Vending Space. Vendor shall cause all such employees, agents, visitors or guests to be familiar with all rules governing Vendors.

7. Sales Tax

Sales tax forms will be distributed at time of setup; completed forms and monies due will be collected by FolkWest staff on Sunday evening. The sales tax rate is 3% to the State of Colorado and 3.9% to Archuleta County for a total of 6.9% sales tax. Failure to collect sales tax is punishable by law and will be reported. Vendors who do not comply will not be asked to return.

8. Compliance with Law

Vendor, agents, employees, or assigns shall comply with all rules, regulations and requirements of the Fire Marshall, the Health Department of Pagosa Springs/Archuleta County, Colorado or any governmental entity having jurisdiction over the premises. Vendor may be required at FolkWest's sole option to immediately cease its operations and vacate the Vending Space if Vendor's operation thereof, or the conduct of its agents, employees, or assigns should be found to be in violation of any such lawful requirements.

9. Use of Vending Space

- a. No sound system, musical instruments, noise makers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may be used.
- b. Vendor may not conduct a registration for a drawing of any kind without the prior consent of FolkWest.
- c. No demonstrations, trophies, decorations, portals, fountains, signs, banners, advertising matter or exhibits of any kind or character will be allowed in the aisles or public passageways or attached to the tent walls or posts. (Areas outside of vending space)
- d. General distribution of brochures, pamphlets, leaflets, flyers, newspapers, magazines or other literature or promotional materials of any kind or character is prohibited unless authorized by FolkWest. Non-compliance is subject to immediate dismissal and forfeiture of application fee.
- e. Vendor agrees not to use the vending space for any political or religious purpose.
- f. Solicitation of funds for any political, educational or charitable corporation or association or any other corporation, association, group, individual or cause of any kind or character is strictly prohibited.
- g. Vendor agrees not to place any item or merchandise outside of the designated Vending Space.
- h. FolkWest, at its discretion, reserves the right to assign Vendors to the best space available, and to make shifts in location as deemed necessary.
- i. No display space shall be sublet. No exceptions.
- j. All food Vendors must be insured for liability and provide proof of coverage before set-up will be allowed. In all cases, food Vendors wishing to insure their goods must do so at their own expense. FolkWest is not liable for any claims for theft, damage, or injury in conjunction with the Vending Space.

10. Removal of Exhibits by FolkWest

FolkWest reserves the right to prohibit any exhibit (i) which, in FolkWest's reasonable judgment may detract from the general character of the festival; (ii) if the business or exhibition carried on by the Vendor or the manner of conducting the same is not as represented at the time of making the Contract or is not in keeping with the traditions or character of the festival; (iii) if the Vendor was entered under false pretenses; (iv) if the exhibit is in violation of any of the rules governing Vendors; (v) Vendor displays or offers for sale any illegal drug-related items or paraphernalia. If an exhibit is prohibited under the terms of this paragraph or because of a violation of any of the terms hereof, FolkWest shall have the right, but not obligation, to remove the exhibit or any banner, advertising matter or other property of the Vendor situated within or about the Vending Space, but such removal shall in any event be at the cost and expense of Vendor, and Vendor shall immediately reimburse FolkWest for any cost or expense incurred in removing Vendor's exhibit or portion thereof. Under such circumstances, Vendor shall not be entitled to a refund of monies paid to FolkWest under the terms of the Contract.

11. Safety Rules

- a. Vendors shall take all necessary precautions for the safety of their personnel, other vendors and all other persons upon the premises and shall comply with all applicable provisions of federal, state and municipal safety laws, building codes and ordinances to prevent accidents or injury.
- b. All decorations of papers, corrugated paper, crepe paper, drapes and all cloth must be flame proof to meet the standards of the local fire department. FolkWest festival management shall rule upon any questions, disputes or problems which may arise pertaining to matters specifically covered and agreed upon in the foregoing paragraphs of the contract and such rulings shall be binding upon all interested parties.

12. Electrical Appliances

Any electrical appliances used shall comply with UL safety standards.