

MOUNTAIN CHILE CHA CHA

SEPTEMBER 26, 2009 • PAGOSA SPRINGS, COLORADO

Application and Contract for Merchandise/Craft Vending Space

Hours of Operation: 11:30 AM to 6:00 PM

Arrival/Setup: Between 9:00 AM and 11:00 AM (mandatory)

Business/Organization Name: _____

Name of Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

PRODUCT DESCRIPTION: List ALL products to be displayed and/or sold at event. Acceptance of your application is based on your product list. We will limit the number of merchants at event who sell similar products. You will not be allowed to sell products that are not listed on this application at the event -- so please be thorough, using a separate page if necessary.

NOTE: You MUST have your own structure as nothing is provided by FolkWest. Electricity is not available to crafts vendors. You are required to collect 6.9% sales tax that will be collected at the end of the day and submitted to the State of Colorado with FolkWest's Special Event sales tax return.

Standard Booth	10'x10' space	\$50
Double Booth	10'x20' space	\$75
Town of Pagosa Springs 2008 Business License (if not already licensed)		\$25
TOTAL DUE:		\$ _____

PAYMENT IN FULL IS REQUIRED AT TIME OF APPLICATION. NO REFUNDS WILL BE MADE FOR CANCELLATIONS AFTER AUGUST 31, 2009.

AGREEMENT: Sign and return this form with your payment. **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 merchandise vending space at the 2009 Mountain Chile Cha Cha as described within. I have read and agree to abide by the terms on both pages of this application.

Signed _____ Check /M.O. / Amex/ VISA/ Mastercard (Circle One)

Name _____ # _____

Title _____ Exp. Date _____

Date _____ **Remember to attach complete product list.*

Retain one copy for your records. Return one signed copy to: Mountain Chile Cha Cha • P.O. Box 3665 • Pagosa Springs, CO 81147. If you have any questions call Crista Munro at (970) 731-5582.

Office Use Only

Date Received: _____ Size of Booth: _____ Amount Paid: _____

Check Number: _____ Booth Assigned: _____ Application Rejected

Terms and Conditions of Contract for Crafts Exhibitors

1. Liability

Exhibitor agrees to indemnify and hold harmless FolkWest and the Mountain Chile Cha Cha (hereafter referred to as MCCC), 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 Exhibitor's agents, employees, invitees, contractors, or guests which occur in or about the Exhibit Space. Exhibitor agrees to use and preoccupy the Exhibit Space at Exhibitor's own risk, and hereby releases MCCC, 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 Exhibit Space, including, but not limited to damages, resulting from the acts of other Exhibitors, theft, vandalism, fire and other casualty damage or damage arising from any defects in the premises.

2. Space Assignments

MCCC will assign booths in all cases; specific requests for placement will not be honored.

3. Installation of Exhibits

Exhibitors must arrive at the site on Saturday, September 26, 2009 between 9:00 and 11:00 AM. Booths must be completely setup and open for business no later than 11:30 AM.

4. Dismantling of Exhibitor Space

Exhibitor shall not dismantle or remove any portion of exhibit prior to 6:00 PM on Saturday, September 26, 2009. The entire exhibit and all of Exhibitor's property must be removed from the premises by 8:00 PM the same day. Exhibitor is responsible for the control and maintenance of the Exhibit Space during the entire term for which the Exhibit Space is used by the Exhibitor. Area shall be returned to MCCC in its original condition, and Exhibitor agrees to reimburse MCCC for any cost or expense incurred by MCCC in cleaning up or repairing damage to site.

5. Exhibit Space

No electrical hookups are available. Exhibits will not exceed dimensions on contract. Exhibitor may construct a semipermanent booth that will not damage the site. Exhibitor may not exhibit any material deemed offensive or objectionable, in the reasonable opinion of the MCCC, to the adjacent or surrounding Exhibitors, or to the event as a whole.

6. Exhibit hours

Exhibitor shall maintain a responsible individual(s) in the Exhibit Space **at all times** during Exhibit hours. Booths may be open for business any time after setup on Saturday. Exhibitor shall be responsible for the conduct of any employees, agents, visitors or guests in or about the Exhibit Space. Exhibitor shall cause all such employees, agents, visitors or guests to be familiar with all rules governing Exhibitors.

7. Taxes

Sales tax forms and envelopes will be distributed at time of setup and collected by a FolkWest staff member on Sunday evening. The sales tax rate is 6.9% -- 3% to the State of Colorado and 3.9% to Archuleta County. Vendor's failure to collect and pay sales tax will be reported to the Colorado Department of Revenue.

8. Compliance with Law

Exhibitor, agents, employees, or assigns shall comply with all rules, regulations and requirements of the Fire Marshall of Pagosa Springs/ Archuleta County, Colorado or any governmental entity having jurisdiction over the premises. Exhibitor may be required at MCCC's sole option to immediately cease its operations and vacate the Exhibit Space if Exhibitor'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 Exhibit Space

- a. No sound system, noise makers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may be used. (Call if you are planning to use a generator of any type prior to submitting application)
- b. 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 outside the 10x10 vending space.
- c. 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 MCCC. Non-compliance is subject to immediate dismissal and forfeiture of application fee.
- d. Exhibitor agrees not to use the Exhibit Space for any political or religious purpose.
- e. 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.
- f. Exhibitor agrees not to place any item or merchandise outside of the designated Exhibit Space.
- g. MCCC, at its discretion, reserves the right to assign Exhibitors to the best space available, and to make shifts in location as deemed necessary.
- h. **NO DISPLAY SPACE SHALL BE SUBLET. NO EXCEPTIONS.**
- i. In all cases, Exhibitors wishing to insure their goods must do so at their own expense. MCCC is not liable for any claims for theft, damage, or injury in conjunction with the Exhibit Space.

10. Removal of Exhibits by MCCC

MCCC reserves the right to prohibit any exhibit (i) which, in MCCC's reasonable judgment may detract from the general character of the event; (ii) if the business or exhibition carried on by the Exhibitor 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 event; (iii) if the Exhibitor was entered under false pretenses; (iv) if the exhibit is in violation of any of the rules governing Exhibitors; (v) Exhibitor 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, MCCC shall have the right, but no obligation, to remove the exhibit or any banner, advertising matter or other property of the Exhibitor situated within or about the Exhibit Space, but such removal shall in any event be at the cost and expense of Exhibitor, and Exhibitor shall immediately reimburse MCCC for any cost or expense incurred in removing Exhibitor's exhibit or portion thereof. Under such circumstances, Exhibitor shall not be entitled to a refund of monies paid to MCCC under the terms of the Contract.

11. Safety Rules

- a. Exhibitors shall take all necessary precautions for the safety of their personnel, other Exhibitors 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. MCCC event 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.