

MOUNTAIN CHILE CHA CHA

SEPTEMBER 26, 2009 • PAGOSA SPRINGS, COLORADO

Application and Contract for Food Vending Space

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

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

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. We will limit the number of merchants at festival who sell similar products. You may not 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 Four Corners Folk Festival. **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, 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) \$75

Town of Pagosa Springs business license (if not already licensed in 2009; non-profits are exempt) \$25

PAYMENT IN FULL IS REQUIRED AT TIME OF APPLICATION. A 50% FEE WILL BE CHARGED FOR CANCELLATIONS.

NO REFUNDS WILL BE MADE FOR CANCELLATIONS AFTER AUGUST 31, 2009.

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 2009 Mountain Chile Cha Cha 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 _____

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.

Four Corners Folk Festival Use Only

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

Check Number: _____ Booth Assigned: _____ Application Rejected

Terms and Conditions of Contract for Food Vendors

1. Liability

Vendor 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 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 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 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

MCCC 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. MCCC 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 Saturday, September 26, 2009 between 9 and 11:00 a.m. Your booth must be functional and open by 11:30 AM.

4. Dismantling of Vendor 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. 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 MCCC, 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 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. Taxes

Sales tax forms and collection envelopes will be distributed at time of setup and collected by a FolkWest staff member on Saturday evening. The sales tax rate is 6.9%, with 3% going to the State of Colorado and 3.9% going to Archuleta County. Failure to collect and pay sales tax is punishable by law and will be reported.

8. Compliance with Law

Vendor, agents, employees, or assigns shall comply with all rules, regulations and requirements of the Fire Marshal, the Health Department of Pagosa Springs/Archuleta County, Colorado or any governmental entity having jurisdiction over the premises. Vendor may be required at MCCC'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 MCCC.
- 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 MCCC. 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. MCCC, 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. MCCC is not liable for any claims for theft, damage, or injury in conjunction with the Vending 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 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, MCCC 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 MCCC 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 MCCC 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. MCCC 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.