

# Pagosa Folk 'N Bluegrass Festival

June 5 & 6, 2010  
Pagosa Springs, Colorado

## Application for Merchandise/Crafts Vending Space

Business Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**PRODUCT DESCRIPTION:** List ALL products to be displayed and/or sold at festival. Acceptance of your application is based on your product list. Please include a photo of your booth or display if this is the first time vending 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; use a separate page if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE:** Booth space is assigned on a first come, first served basis. Requests for specific placement are not guaranteed. View of the stage is not guaranteed. Festival management will assign your space on day of setup. You MUST have your own structure as nothing is provided by FolkWest. Sorry, electricity is not available to crafts vendors. Motorhomes must be 24' or under; no pets allowed on Reservoir Hill; camper trailers must be no longer than 16', tongue excluded.

Standard Booth..... 10'x10' space (includes one vehicle parking pass & one 2-day festival ticket).....\$225\*  
Double Booth ..... 10'x20' space (includes one vehicle parking pass & one 2-day festival ticket).....\$325\*  
Number of additional weekend passes (all people working your booth must have a festival pass) \_\_\_\_\_ x \$60 ..... \$ \_\_\_\_\_  
Number of additional vehicle passes \_\_\_\_\_ x \$30 ..... \$ \_\_\_\_\_  
TOTAL DUE:..... \$ \_\_\_\_\_

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 APRIL 30, 2010. NO REFUNDS AFTER 4/30/10 FOR ADDITIONAL TICKETS PURCHASED. **\*Fee includes a \$25 Town of Pagosa Springs 2010 Vendor License (good for entire year).**

**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 2010 Pagosa Folk 'N Bluegrass Festival 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: 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 Crafts Exhibitors

## 1. Liability

Exhibitor 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 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 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 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

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

## 3. Festival Passes, vehicle passes and camping

All people age 13 and over on festival grounds (this includes vending area) must have a festival ticket. Please purchase the number of tickets required when you complete the application. Tickets purchased at the gate will cost more! The first vehicle pass is good for driving in and out of festival grounds. Additional vehicle passes will be for camping purposes only and do not allow for re-entry to festival once vehicle is driven off the property. The following vehicles are allowed on the festival site: motorhomes 24' or shorter; pop-up camper trailers; cabover campers; camper trailers 16' or less in length; passenger cars, trucks, vans and SUVs; motorcycles. Fifth wheels and larger motorhomes are not allowed on Reservoir Hill.

## 4. Installation of Exhibits

Exhibitors 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.**

## 5. Dismantling of Exhibitor Space

Exhibitor 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 Exhibitor'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. 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 FolkWest in its original condition, and Exhibitor agrees to reimburse FolkWest for any cost or expense incurred by FolkWest in cleaning up or repairing damage to site.

## 6. 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 FolkWest, to the adjacent or surrounding Exhibitors, or to the festival as a whole.

## 7. Exhibit hours

Exhibitor shall maintain a responsible individual(s) in the Exhibit Space at **all times** during Exhibit hours. All Exhibit personnel must have a pass for admittance to festival site. Booths may be open for business any time after setup on Friday. Exhibitor has option to sell during extended hours at own discretion. 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.

## 8. Taxes

Sales tax forms and envelopes will be distributed at time of set up and collected Sunday 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 sales tax is punishable by law and will be reported.

## 9. 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 FolkWest'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.

## 10. 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 FolkWest. 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. FolkWest, 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. FolkWest is not liable for any claims for theft, damage, or injury in conjunction with the Exhibit Space.

## 11. 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 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 festival; (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, FolkWest 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 FolkWest 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 FolkWest under the terms of the Contract.

## 12. 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. FolkWest 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.