

2012



Highlands Ranch Music Arts Festival

Presented by Highlands Ranch Concert Band

VENDOR REGISTRATION FORM

PO Box 631253, Highlands Ranch, CO 80163-1253

www.hrmafestival.org ♦ info@hrmafestival.org

MAY 19-20, 2012

Deadline: MAY 4, 2012

PLEASE RESERVE

Table with 2 columns: Description and Price. Rows include 1st exhibit booth, additional booth spaces, electricity, security deposit, and a total row.

ARTIST/CRAFTER PRODUCT: \_\_\_\_\_

RETAIL/SERVICES PRODUCT: \_\_\_\_\_

FOOD TYPE: \_\_\_\_\_

Artists and crafters must include a minimum of five (5) sample pictures of their work to be displayed or sold. Service vendors must identify the services being offered. Food vendors must provide proof of insurance, including additional insureds, and include a sample list of the products to be sold. Food vendors also need to register with the Tri-County Health Department no later than 2 weeks prior to the event. Failure to do so may result in extra inspections, that cost will be passed to the food vendor. All Vendors are prohibited from selling or distributing beverages of any kind.

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

Contact Name: \_\_\_\_\_

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

City/State/ZIP: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_

Make the Check or Money Order Payable to: HRCB

Return your Vendor Registration Form, Release Form, and payment to: 2012 Highlands Ranch Music Arts Festival, PO Box 631253, Highlands Ranch, CO 80163-1253

A confirmation email will be sent after registration is complete. No refunds will be made for cancellations after April 27, 2012. Booth assignments will be emailed the first week in May.

I have read the Vendor Terms and Conditions and will adhere to the requirements.

Signature \_\_\_\_\_

Date \_\_\_\_\_

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## VENDOR TERMS AND CONDITIONS

The Highlands Ranch Music Arts Festival Committee agrees to permit Vendor to rent a booth during the Highlands Ranch Music Arts Festival Marketplace (hereinafter referred to as the Marketplace). In consideration of the foregoing and of the promises and mutual covenants herein, the parties agree as follows:

1. **HOURS OF OPERATION.** Vendor booths must be fully staffed, and must remain fully staffed, and prepared to serve attendees on Saturday, May 19, 2012 from 11:00 a.m. to 7:00 p.m.\*, and Sunday, May 20, 2012 from 11:00a.m. to 6:00 p.m.\*, regardless of weather conditions. Vendor understands that the Marketplace will be held at Civic Green Park, 9370 Ridgeline Boulevard, Highlands Ranch, Colorado, at said time and date, regardless of weather. \* Vendor hours may change – the final determination will be made 2 weeks before the festival.
2. **SET-UP.** Set-up will begin at 7:00 a.m. on Saturday, May 19, 2012, and must be complete no later than 11:00 a.m. No cars will be allowed on-site after 10:30 a.m. on Saturday. Green Ash Street site access by vehicle on Saturday morning will be limited to 20 minutes only and strictly monitored. We will be available Sunday morning at 10:00am for questions and concerns.
3. **WEATHER.** The Marketplace will run rain or shine, there will be no booth refunds if there is inclement weather. If there is a rainout on Saturday, the Marketplace may make the determination to refund security deposits as long as the vendor returns on Sunday, even if the vendor chooses to close early on Saturday.
4. **SALES & AUDIENCE SIZE.** The Marketplace does not guarantee sales or audience size.
5. **ADVERTISING.** The Marketplace will advertise to the best of its ability within the restraints of our governing entities in Highlands Ranch, CO. The Marketplace always looks for new ways to advertise and grow the festival.
6. **BOOTH SIZE.** Booth size will be 10 feet wide by 10 feet deep for Vendors. Vendor understands that the Marketplace, in its sole discretion, will assign space. Vendors must provide all supplies necessary to operate, including a properly weighted tent or canopy if desired. *THE USE OF STAKES IS STRICTLY PROHIBITED.*
7. **SPACE RENTAL FEE.** Vendor agrees to rent a booth space during the Marketplace to be held May 19-20, 2012, as indicated below. *ALL FEES ARE DUE AND PAYABLE WITH THE SUBMISSION OF THIS AGREEMENT.* No subletting of booth space shall be permitted.  
**Booth Space: \$80 before April 29, \$95 until May 4, no registration after May 4 Additional Booth Space: \$45**
8. **ELECTRICAL SERVICES.** The Marketplace will not be providing electricity as part of the booth rental fee. Should a Vendor require electrical power for their booth, the Marketplace can provide limited 120v electrical access and power cords for an additional fee. There will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by the Marketplace. Please keep these restrictions in mind when planning your operations. **Electrical Fee: \$30**
9. **SECURITY DEPOSIT.** All Vendors will be required to provide a security deposit in addition to the booth rental. This deposit shall be refunded to Vendor following the Festival, barring any failure to comply with the Terms and Conditions herein. Deposits will be refunded within 2 weeks after the end of the festival.  
**Security Deposit: \$35**
10. **LOAD-OUT.** All materials must be removed from the grounds by 10:00 p.m. on Sunday, May 20, 2012. Equipment load-out begins at 6:00 p.m.; Equipment load-out ends at 10:00 p.m. *NO EARLY STRIKE WILL BE PERMITTED. EARLY STRIKE WILL RESULT IN LOSS OF SECURITY DEPOSIT.*
11. **INSURANCE.** All Vendors must have and maintain the appropriate applicable liability insurance coverage as required under Colorado law for the sale of goods or services.
12. **SALES TAX.** All Colorado and Douglas County sales taxes are the responsibility of the Vendor. The Highlands Ranch Music Arts Festival and the Highlands Ranch Concert Band assume no liability for the collection of improper sales tax.
13. **BEVERAGE SALES.** No beverages of any kind may be sold or distributed during the Festival except by the Highlands Ranch Concert Band.
14. **FOOD VENDORS.** There is a non-compete clause for food vendors, no two vendors may sell the same product.
15. **PUBLICITY.** Upon receipt of payment and Registration approval, Vendor agrees to allow use of names, likenesses, and other materials as may be deemed appropriate for advertising, publicity, or marketing promotion of the Marketplace and the Festival without compensation. Vendor may be asked to link to our website to help us promote the festival.
16. **GRASS. DO NOT DRIVE ON THE GRASS.** Vendor accepts liability for any damage to the grounds or other City and public or private property.
17. **SIGNAGE.** Vendor may only display its own business signs and banners within the assigned booth space.
18. **TRASH.** Spaces must be free of trash, litter and other refuse at all times.

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19. **CONDUCT.** Vendors may not smoke or consume alcoholic beverages within any assigned space. Vendors must be suitably attired at all times. Behavior unsuitable for the Marketplace or which constitutes a public nuisance will not be permitted. Vendors will not engage in loud, live or recorded music during the Marketplace. The Marketplace in its sole discretion shall determine whether an act is unsuitable.
20. **CONTENT.** Nothing can be sold, distributed or displayed that can be construed as unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane, or any other material that could give rise to any civil or criminal liability under the law.
21. **STORAGE.** There will be no storage allowed outside the booth space for any supplies, equipment or inventory.
22. **CHANGE.** The Marketplace is not responsible for providing change to Vendors.
23. **CANVASSING.** Vendors may canvass only from inside their booth space. Canvassing from outside of the booth space is not permissible and Vendor shall be liable for immediate closure, removal from the Marketplace and loss of all submitted monies.
24. **SITE INSPECTION.** Vendor is responsible for leaving their designated space as found. Failure to do so will result in, at the sole discretion of the Marketplace, loss of security deposit and/or charges to repair or correct the situation. Vendor is responsible for returning the vending site to its original physical condition by 10:00 p.m. on May 20, 2012.
25. **GOVERNING LAWS.** This Agreement shall be governed by the laws and the health, sanitation and fire regulations of the State of Colorado.
26. **SECURITY.** Vendors are responsible for the security of their own property and equipment at all times. No security personnel will be assigned specifically to Vendors. The Marketplace shall not be held responsible for loss, theft or damage to any property left on the grounds at any time.
27. **VIOLATIONS.** Vendor acknowledges that a breach of any of the terms of this Agreement may result in the termination of this Agreement and the preclusion of the Vendor's participation in the Marketplace. In the event this Agreement is terminated as a result of any breach by Vendor, Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
28. **LIABILITY.** Vendor shall indemnify and hold the Marketplace, the Marketplace staff, contractors and volunteers harmless from any claim or cause of action arising out of or in connection with the acts or omissions of Vendor under this Agreement, and shall reimburse the Marketplace for any costs, including but not limited to, reasonable attorney's fees incurred in defense against any such claim.
29. **AGREEMENT MODIFICATIONS.** No prior or present Agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in the Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound hereto.
30. **CANCELLATION.** Vendor understands in the event the Vendor cancels after April 27, 2012, the entire booth fee will be forfeited.
31. **REQUIRED DOCUMENTATION.** Vendor agrees that, in the event this Agreement is terminated as a result of Vendor's failure to provide any required documentation, Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
32. **RESOLUTION OF DISPUTES.** In the event of a dispute arising in any manner as a result of, or in any way related to, this Agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party shall be awarded reasonable attorney's fees and costs incurred a result of said dispute.
33. **BOOTH ACCESS.** The Marketplace and its agents or assigns shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than the Marketplace management.
34. **DISPLAYS.** The Marketplace reserves the right to locate any exhibit or display where it is in the best interest of the Marketplace. The Marketplace reserves the right to cancel any exhibit or display that is not in the best interest of the Marketplace.
35. **VENDOR SELECTION.** Vendor selection is at the sole discretion of the Marketplace. Please note that all applications will be reviewed and a selection process will make the final determination of food vendors that will participate.



**2012  
Highlands Ranch  
Music Arts Festival**



**RELEASE FORM**

**RELEASE OF LIABILITY:** In consideration of my participation in the 2012 Highlands Ranch Music Arts Festival, on behalf of myself and my heirs, my spouse, legal representatives, devisees, legatees, executors and administrators, successors and assignees, I hereby waive, release and forever discharge any and all rights and claims for damages which I have or may have, or which may hereafter accrue to me against the Highlands Ranch Concert Band, all counties, special districts and properties through or upon which the Highlands Ranch Music Arts Festival will be held, or against its, or their, respective officers, employees, agents, representatives, successors, directors, members, promoters, sponsors, advertisers, owners and any other parties who may have liability to the Releasor(s) and/or assigns for any and all injuries or damages which may be sustained or suffered by me or by other persons in connection with my association with or participation in and/or arising out of my traveling to or from the event. I verify that I have full knowledge of the risks involved in this event; and I hereby assume all risks, known or unknown, foreseeable or unforeseeable, patent or latent, that exist or may exist in connection with this event. I also hereby give permission for the use of my name, likeness, image, picture, or other representation in any broadcast, telecast, print media account, or marketing of the Highlands Ranch Music Arts Festival.

Authorized Signature: \_\_\_\_\_

Printed Contact Name: \_\_\_\_\_

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

Date: \_\_\_\_\_ Contact telephone: \_\_\_\_\_

Return to: Highlands Ranch Music Arts Festival  
P. O. Box 631253  
Highlands Ranch, CO 80163-1253