

2013



Highlands Ranch Music Arts Festival

Presented by Highlands Ranch Concert Band

P.O. Box 631253, Highlands Ranch, CO 80163-1253

www.hrmafestival.org ♦ info@hrmafestival.org

VENDOR REGISTRATION FORM

MAY 18-19, 2013

Deadline: May 10, 2013

PLEASE RESERVE

_____ 1 st exhibit booth @ \$90 before May 3; \$105 after May 3, 2013	\$_____
_____ Deadline May 10 *Furnishings not included	
_____ Additional (adjoining) booth spaces @ \$50	\$_____
_____ Electricity @ \$30 per booth	\$_____
_____ Security Deposit *Refundable providing all Terms and Conditions are met	\$ <u>35.00</u>
TOTAL:	\$_____

ARTIST/CRAFTER PRODUCT: _____

RETAIL/SERVICES PRODUCT: _____

Please provide a website where your products may be viewed: _____

FOOD TYPE: _____

****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 will result in extra inspection fees. These fees are \$50.00 and will be passed to the food vendor.**

All Vendors are prohibited from selling or distributing beverages of any kind.

Please read the contract carefully as there is information about security, setting up, weather deposits, security deposit refund and other information that you will need to have about this event.

Business Name: _____

Contact Name: _____

Mailing Address: _____

City/State/ZIP: _____ Telephone: _____

Email: _____ Web Site: _____

Address for refund of Security Deposit if different from above:

Business Name or Person's Name _____

Mailing Address, City/State/Zip: _____

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MAY 18-19, 2013

Deadline: May 10, 2013

Make Checks or Money Orders Payable to: HRCB

Please send your Vendor Registration Form, Signed Vendor Contract, Signed Release Form and payment to:

2013 Highlands Ranch Music Arts Festival

P.O. 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 18, 2013.

Booth assignments will be emailed no later than one week before May 18, 2013.

I have read the Exhibitor 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 (the "Committee") agrees to permit the undersigned individual or corporate entity ("Vendor") rental of 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 18, 2013 from 11:00 a.m. to 7:00 p.m., and Sunday, May 19, 2013 from 11:00 a.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. Vendor hours may change - the final determination will be made two (2) weeks before the festival to be at the sole discretion of the Committee for purposes of this Contract.
2. **SET-UP.** Set-up may begin no earlier than 7:00 a.m. on Saturday, May 18, 2013, and must be complete no later than 11:00 a.m. No motor vehicles will be allowed on-site after 10:30 a.m. on Saturday with access from Green Ash Street and limited to 20 minutes.
3. **WEATHER.** If there are adverse weather conditions on Saturday, the Committee, in its sole discretion, may allow for partial or full refund of 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 Committee does not warrant, represent or guarantee sales or audience size.
5. **ADVERTISING.** The Committee will market the Marketplace event within the restraints of the governing entities in Highlands Ranch, CO. Vendor may do so as well so long as it presents its proposal to the Committee for approval in advance.
6. **BOOTH SIZE.** Booth size will be 10 feet wide by 10 feet deep for Vendors. Vendor understands that the Committee, 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 18-19, 2013 as indicated below. *ALL FEES ARE DUE AND PAYABLE WITH THE SUBMISSION OF THIS AGREEMENT.* No subletting of booth space shall be permitted.

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Booth Space: \$90 before May 3, 2013

\$105 after May 3, 2013

Deadline May 10, 2013

Additional Booth Space: \$50

8. **ELECTRICAL SERVICES.** The Committee will not be providing electricity as part of the booth rental fee. Should a Vendor require electrical power for its booth, the Marketplace can make available 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 Committee.

Electrical Fee: \$30

9. **SECURITY DEPOSIT.** All Vendors shall provide a Security Deposit in addition to payment for the booth rental. The Security Deposit shall be refunded to Vendor following the Festival, barring any failure to comply with the Terms and Conditions herein. Refunds will be mailed to Vendor's stated address within two (2) weeks after the end of the event.

Security Deposit: \$35

10. **LOAD-OUT.** All materials shall be removed from the grounds by 10:00 p.m. on Sunday, May 19, 2013. Equipment load-out begins at 6:00 p.m.; equipment load-out ends at 10:00 p.m. No early strike prior to 6:00 p.m. will be permitted. Early strike will result in loss of the Security Deposit.
11. **INSURANCE.** All Vendors must have and maintain the appropriate applicable liability insurance coverage and workmen's compensation, and sales or retail licenses as may be required under Colorado law for the sale of the Vendor's specific goods or services.
12. **SALES TAX.** All Colorado and unincorporated 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 sales tax or other governmental fees.
13. **BEVERAGE SALES.** No beverages of any kind may be sold or distributed during the Festival except by the Highlands Ranch Concert Band or by written approval of the Committee under such terms and conditions as it deems appropriate.
14. **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,

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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.

15. **GRASS. *DO NOT DRIVE ON THE GRASS.*** Vendor accepts liability for any damage to the grounds or other public or private property.
16. **SIGNAGE.** Vendor may only display its own business signs and banners within the assigned booth space.
17. **TRASH.** Spaces must remain free of trash, litter and other refuse at all times.
18. **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 Committee in its sole discretion shall determine whether an act is unsuitable.
19. **STORAGE.** There will be no storage allowed outside the booth space for any supplies, equipment or inventory, except as approved in writing by the Committee.
20. **CHANGE.** The Marketplace is not responsible for providing money change to Vendors.
21. **CANVASSING.** Vendors may canvass only from inside or within five (5) feet of their booth space. Canvassing from outside of the booth space is not permissible and Vendor shall be liable for immediate closure, Vendor's removal from the Marketplace and loss of all submitted monies.
22. **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 Committee, 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 19, 2013.
23. **GOVERNING LAWS.** This Agreement shall be governed by the laws and the health, sanitation and fire regulations of the State of Colorado, Douglas County and local authorities.
24. **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 Committee shall not be held responsible for loss, theft or damage to any property left on the grounds at any time.

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25. **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.
26. **LIABILITY.** Vendor shall indemnify and hold the Committee and 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. Vendor shall reimburse the Committee for any costs, including but not limited to, reasonable attorney's fees incurred in defense against any such claim.
27. **AGREEMENT MODIFICATIONS.** No prior or present Agreements or representations shall be binding upon any of the parties hereto unless incorporated in writing 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.
28. **CANCELLATION.** Vendor understands in the event the Vendor cancels after April 18, 2013, the booth fee paid by Vendor will be forfeited.
29. **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.
30. **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 non-binding 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 as a result of said dispute.
31. **BOOTH ACCESS.** The Committee 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 Committee or its designated agents.
32. **DISPLAYS.** The Committee reserves the right to locate or cancel any exhibit or display if the Committee in its sole discretion determines such is in the best interest of the Marketplace.

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33. **VENDOR SELECTION.** All Vendor applications will be reviewed with selection at the sole discretion of the Committee. A separate selection process will make the final determination of food vendors that will participate.

The undersigned have read and accepted the terms and conditions set forth herein. Signatories represent that they are authorized to sign on behalf of the party stated.

THE COMMITTEE:

By: /s/ Kelley L. Messall

Date: 1/24/2013

Title or Position: President

VENDOR:

By: _____

Date: _____

Title or Position: _____

Address: _____
Mailing Address

Address: _____
Street Address

Phone Number: _____ Cell Number: _____

Email: _____
Please Print



Highlands Ranch Music Arts Festival



RELEASE FORM

RELEASE OF LIABILITY: In consideration of my participation, as an individual or in a corporate capacity, in the **2013 Highlands Ranch Music Arts Festival**, I hereby waive, release and forever discharge any and all rights and claims for damages which I may hereafter accrue as against the Highlands Ranch Concert Band ("HRCB") for participation in the annual Highlands Ranch Music Arts Festival, or for other events in which the Highlands Ranch Concert Band may participate. This Release extends to counties, municipalities, special districts and the owners of properties upon which an event is held. This Release is binding on my spouse, significant other, heirs and/or corporate successors. The Release is to be considered all-inclusive, including traveling to and from the HRCB event EXCEPT for liability accruing from gross negligence or deliberate acts taken against the undersigned with foreseeable injury or damage. I verify I have full knowledge of the risks involved in the HRCB event; and I hereby assume all risks, known or unknown, foreseeable or unforeseeable, patent or latent, that exist or may exist in connection with the event. I cannot provide releases for third parties, nor for benefit of third parties. This Release is by and between myself, and/or my corporation and the Highlands Ranch Concert Band and its authorized agents.

I hereby grant the Highlands Ranch Concert Band permission to make still or motion pictures and sound recordings, separately or in combination, and also give a production company approved by HRCB, permission to use the finished silent or sound pictures and/or sound recordings as deemed necessary. This shall include any form of media, including that which may be electronic, digital, video, audio or that described as social media. I relinquish to HRCB all rights, title, interest in, and income from the finished sound or visual products. HRCB is also granted permission to use my name, likeness, image, picture, or other representation in any broadcast, telecast, print media account, or marketing of the Highlands Ranch Concert Band or its participation in the Highlands Ranch Music Arts Festival or other events, in which the Highlands Ranch Concert Band may participate.

Authorized Signature: _____ Date: _____

HIGHLANDS RANCH CONCERT BAND
RELEASE FORM
(continued)

Name: (individual or company): _____
(Printed)

Title or Authority To Sign: _____

Telephone: (Home) _____ (Office) _____

Business Address: _____

Email (social media) _____

Return to:

2013 Highlands Ranch Music Arts Festival
Highlands Ranch Concert Band
Post Office Box 631253
Highlands Ranch, CO 80163-1252