



Oktoberfest

Saturday-Sunday, September 17-18, 2011

11.00 a.m. – 6:30 p.m. each day

O'Brien Park – Parking Lot

10795 Victorian Drive, Parker, CO. 80138

VENDOR APPLICATION

Applicant's Name: _____

Business Name (if applicable): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ E-mail: _____

Colorado State Tax ID: _____ Town of Parker Tax ID: _____

List of products or services to be sold: _____

I would like to reserve _____ 10 x 10 outdoor space(s) @\$75.00 per space. (NO electricity)

I would like to reserve _____ 10 x 10 outdoor space(s) @\$80.00 per space (WITH electricity - Please state the # of outlets required _____ or only one will be assigned.

NOTE: THE NUMBER OF ELECTRICAL OUTLETS AVAILABLE AT THIS EVENT IS VERY LIMITED. IF YOU REQUIRE ELECTRICITY PLEASE SEND IN YOUR APPLICATION AS SOON AS POSSIBLE.

_____ I am a food vendor and request a 10 x 10 space. The Food Vendor fee is \$200.00.

Please note: Food vendors may not sell beer, soft drinks or water. Food vendors will be responsible for any additional permits required by the Town of Parker, South Metro Fire Rescue Authority and Tri-County Health. Please contact us for more information.

Vendor Set-up and Tear Down: Begins at 7:30am on September 17 and must be completely set by 10:30am for Fire and Tri-County Health Inspection. **VENDORS MUST PARTICIPATE BOTH DAYS.** Tearing down after the first day will result in not being eligible for space the next year. One day booth rental is not an option. **A new layout will be introduced this year with all vendor booths located inside the fenced beer garden.**

Space assignments will be e-mailed to you 10 days prior to the event.

Please make sure that you read and understand the rules and regulations before signing your application.

I hereby release and discharge the Parker Arts Council and their volunteers from any responsibility, personal liability, claims, loss or damage arising out of or in conjunction with my participation in the Parker Oktoberfest. The Parker Arts Council and their volunteers shall be held harmless from and against any and all liabilities, suits, claims, damages, injuries and actions, theft, cost, and expenses of any kind whatsoever relating to premises due to arising out of any act, negligence, or neglect of the vendor, or any of their guests. Vendors will assume all liability for stand and products sold. By signing this application, the applicant agrees to abide by all policies and rules set forth by the PAC, Town of Parker, South Metro Fire Rescue Authority and TRI-County Health for this event.

Signature: _____ Date: _____

I have enclosed my check in the amount of \$ _____

Applications will be taken in the order received. The cut off date for applications is September 9, 2011. Mail your signed applications with application fee payable to the Parker Arts Council at:

Parker Arts Council
21873 E Heritage Parkway
Aurora, CO 80016

Should you have any questions or need additional information, please contact Lucy O'Neill at 303-815-8684 or by email at lucysoars@gmail.com.

Vendor Registration Terms for 2011 Oktoberfest

O'Brien Park – Parking Lot
10795 Victorian Drive, Parker, CO. 80138

Food Vendors may not sell SOFT drinks, juice, water or any other beverage.

All food items must be pre-packaged for sale. No food preparation will be allowed within the rented booth space unless you are a designated Food Vendor. All Designated Food Vendors must comply with all Tri-County Health and South Metro Fire Rescue Authority rules and regulations.

Vendors may begin load in at 7:30am and must have set-up completed by 10:00 p.m. for Fire Inspection and Tri-County Health Inspection if applicable.

Booth Rental is for two (2) days. One day rental is not an option. Tearing down prior to the end of the event will result in not being eligible next year for space.

All spaces are empty to accommodate vendors own setup.

Please make sure that you read and understand the rules and regulations before submitting your application.

To guarantee my rented space I agree to pay my full registration fee when I submit my application to the Parker Arts Council for consideration. No refunds will be granted after my reservation has been selected and confirmed. If I am not selected as a vendor for this event my registration fee will be returned.

Space rental and applications will be taken in the order received. The cut off date for space rental and applications is September 9, 2011.

- Vendors will not be allowed to set-up and sell at the event without reserving their space prior to the dead line date listed in this document.
- Booth location will be selected by the PAC. Vendor will be notified and assigned space location by email 10 days prior to the event.
- All booths will be located within the fenced area set aside for the Beer Garden.
- Only Products listed on the application will be allowed for sale. The PAC will need to approve any additional items prior to the event.
- The PAC reserves the right to reject any item that is not of marketable quality or deemed inappropriate for the event.
- Vendors selling food products must have the proper Department of Public Health permits and licensing with them at all times.
- Vendors are responsible to calculate appropriate tax owed to the Town of Parker and upon completion of the event pay this amount in full to the PAC. Vendors who choose not to pay their Parker sales tax at the completion of the event will have their company information turned over to the Town of Parker for collection of taxes owed.
- Vendors are responsible for the payment of their own taxes to (county and state).
- Vendors are responsible for supplying their own set-up and breakdown.
- Vendors are responsible for cleaning up in and around their space area during and after the event. All trash is to be hauled out by the vendor.
- Generators must be approved in advance, comply with all South Metro Fire Rescue Authority Rules and regulations and may require an additional permit issued by the Town of Parker.
- No Pets.
- No refunds of space rentals.
- Vendor agrees to and shall hold harmless and indemnify the Parker Arts Council (PAC) against any and all damages resulting from any act, omission or condition created by or arising from the conduct of the Vendor, Vendor's guests, members of the Vendor's family, or Vendor's employees, agents, or contractors, or as a consequence of any product sold or representation made by Vendor or its agents at the event, whether based upon negligence, product liability, or any other legal theory, or for any and all debts, liabilities, chooses in action or claims of any nature against the event, absolute or

contingent, together with all expenses and legal fees which any be incurred to compromise or defend such debts, liabilities, chooses in action, or claims.

- Vendor shall at his/her sole cost and expense, promptly comply with all laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the event space and shall conduct himself/herself in an acceptable manner. If the Vendor fails to conduct himself/herself in an acceptable manner, as deemed appropriate by the PAC, then the vendor will forfeit all monies paid and be ejected for the remainder of the event.
- The event, PAC and volunteers shall not be responsible for or liable to Vendor for any loss or damage that may result to Vendor or his/her property from water, fire, explosion, theft, or from any source of any cause whatsoever.
- Colorado Rev. Stat. 18-12-114 requires that all Vendors operating more that five (5) weekends per year must purchase a Colorado Sales Tax License. Vendor indemnifies and holds the PAC harmless with respect to the collection and remittance of sales tax due and owing out of the Vendors business with exception of Sales tax owed to the Town of Parker as stated above.
- The PAC and its volunteers will have the right to enter the spaces at all times for the purpose of inspecting the spaces and all questionable property contained thereon; at all reasonable times for making repairs, additions or alterations to the spaces; and at anytime the Vendor has abandoned the space.
- Due to laws restricting the sales of cigarettes to minors, the sale of cigarettes or tobacco product will not be allowed.
- The sale, display, or distribution of merchandise that infringes upon copyrighted designs or materials or bears counterfeit trademarks are strictly prohibited.
- All walkways must remain clear of merchandise.
- No alcoholic beverages may be brought in by patrons or vendors to be consumed, sold or given away at event site.
- Vendor shall not sell or display drug related paraphernalia, guns, ammunition or explosives. No person except security personnel in the performance of their duties will wear firearms on the event site.
- Vendors may not use their spaces as to interfere with or jeopardize the health or safety of other vendors or patrons
- The performance of any of the covenants herein contained, or to recover damages for breach of the Agreement of any part thereof, the PAC shall recover, in addition to the relief demanded, all court costs and attorney's fees.