

# FALL FESTIVAL APPLICATION VENDOR APPLICATION AND INFORMATION



Dear Prospective Vendor:

Thank you for your interest in participating in a special event in the City of Cripple Creek. This event may or may not be managed by an outside agency - please contact the City of Cripple Creek's Marketing & Events Department for any additional information you need.

Cripple Creek sits at an elevation of 9,494 feet above sea level. All vendors should be prepared for sudden changes in weather and temperatures, to include intense rain, hail, wind, cold and heat. It is recommended that vendors drink plenty of water and keep in mind that the effects of alcohol can be greatly intensified at this altitude. We want our participating vendors to be successful and safe.

Every year we strive to improve our events, both for our vendors as well as our event patrons. We work to produce a high-quality event that pleases our visitors, and we seek food and retail vendors that have quality merchandise and unique items that will make our event memorable. If you are a prospective food vendor, please provide a copy of your menu with your application. If you are a prospective retail vendor, please provide a thorough description of your merchandise, as well as photos of your booth/setup and/or a website address for your company.

We make a sincere and reasonable effort to accommodate the needs of our vendors, but must work within the confines of laws, regulations and time. Your professionalism in adhering to the requirements stated in this application is therefore greatly appreciated.

## **Please Mail Payment, Application, and Required Forms to:**

**City of Cripple Creek  
Marketing & Events Department  
ATTN: Fall Festival  
PO Box 430  
Cripple Creek, CO 80813  
[visitcripplecreek@gmail.com](mailto:visitcripplecreek@gmail.com)**

**Incomplete Vendor Applications will NOT be accepted.**

**ALL APPLICATIONS MUST BE RECEIVED BY OR BEFORE SEPTEMBER 19, 2018.  
After this date, we will no longer be accepting applications.**

## SPECIAL EVENTS VENDOR INFORMATION

**\*\*Please Read all Rules and Policies below carefully\*\***

### ARRIVAL AND CHECK-IN, DEPARTURE

- Check-in and departure times vary. Please review the individual event listings for specific times.
- Your vendor application serves as your “application for a temporary special events business license” with the City of Cripple Creek. Your license will be issued at the time of your check-in and must be displayed in your event vendor booth during the event.
- If you have a large vehicle or trailer to maneuver, please plan on arriving early.

### FEES/CANCELLATIONS

- Full payment must accompany the signed application.
- **Cancellations must be made no later than 20 days prior to the event.** Please provide both a written notice as well as a courtesy phone call.
- Cancellations forfeit the City license fee and twenty-five dollars (\$25.00) of the space fee for each space purchased.
- **THERE IS NO REFUND OR FEE TRANSFER FOR “NO-SHOWS.”**

### SPACE SPECIFICATIONS

- Event spaces are limited.
- Applications are accepted, and spaces are assigned based on five criteria:
  - Date application was received.
  - Previous history with the City of Cripple Creek’s Events.
  - The goal of quality, diversity, variety, and limited duplication.
  - No political or controversial booths will be accepted into the show.
  - Medical or health conditions that require aid and assistance.
- All space assignments are made at the discretion of the Event Manager or managing outside agency.
- All spaces are 10’ x 10’ square. **If you have displays, equipment, or products (including wagons or trailer tongues) that cannot fit into the confines of this space, you will need to purchase and/or will be charged for additional space(s).**
- Street layouts are predetermined with the legal requirements for fire lanes and the safety of our visitors in mind.
- You will not be able to park your vehicle in or near your vendor space, nor is there designated vendor parking.
- You may not camp in your vendor space. Camping is allowed only in approved camping areas due to City ordinance.

### SAFETY AND SECURITY

- Do not use stakes or spikes to secure tents or equipment. Tents and booths must be able to withstand extremely inclement weather. Safety is our number one concern, and we cannot stress enough the need for substantial weight on each of your tent poles/booth items (displays, tables, etc). While we do not

require a specific weight requirement for each of your tent poles, we request a minimum of 75 lbs. per pole, with a minimum of 4 poles per 10' x 10' tent. A higher weight per pole is highly encouraged.

- In the past, improper and/or inadequate tent weights have resulted in a loss of merchandise and equipment for our vendors, as well as potentially unsafe conditions for our vendors and event patrons. The City of Cripple Creek reserves the right to ask any vendor that has what could potentially be an unsafe setup to leave if the vendor is unwilling to make necessary and immediate adjustments. Though the City of Cripple Creek is not responsible for damages that arise during the event, please help us protect our visitors, our vendors, and our vendors' property.
- Booths may be left up overnight. Please secure merchandise, as the City of Cripple Creek and any outside managing agencies will not be responsible for loss or damage. Please report any suspicious behavior to event staff immediately.
- Vendors will be asked to provide contact information (cell phone #, where you are staying, etc.) during check-in. This will be used for any afterhours emergency contact if needed.
- Again, please remember that safety is our number one concern.

### SERVICES

- Water is available on a limited basis and is to be shared in a neighborly fashion by all.
- Personal generators are not permitted. Electricity will be provided, and it is the responsibility of the vendor to indicate and purchase a vendor space that requires electricity. If you have any unusual plugs, or require more than 50 amps, please contact us to ensure you have the necessary equipment to plug into the spider boxes and generators provided.
- The City of Cripple Creek does not provide equipment (including tents, tables, and chairs), please plan accordingly.
- All vendors are responsible for cleaning their area of trash, leftovers and waste. A dumpster is available for this purpose.

### GENERAL

- Please maintain an open and inviting atmosphere. Closing early or preparing to close may appear as though the event is closed for the evening, and event patrons may chose to leave early which can hurt the success of our vendors.
- Please have vendor spaces cleared and cleaned prior to leaving.
- All vendors are responsible for their own tax reporting and collecting. **(Teller County 1%, City 2.3%, and State 2.9% for a TOTAL OF 6.2%)**
- No items using the logos, slogans, or event references for this specific event, or the City of Cripple Creek, can be sold by a vendor.

It is the intention of the Cripple Creek Events Department that our vendors provide an attractive, interesting, professional, clean and well-maintained booth - and that they provide friendly, helpful, fun-loving personnel so that our visitors - your customers - enjoy the event and look forward to coming again next year! It is also our intention to produce an event that you - our vendors - will find exciting and profitable so that you, too, will look forward to coming again for the next event. We welcome your feedback and input.

### ACT INSURANCE

All vendors are required to have liability insurance. Please furnish a Certificate of Insurance evidencing your coverage for Comprehensive General Liability with bodily injury and property damage limits of \$1,000,000 each

occurrence/\$1,000,000 general aggregate and listing the City of Cripple Creek as additional insured to your current policy. Proof of coverage for Worker's Compensation should be included if you intend to have employees or volunteers participate. You as Lessee agree to indemnify and save harmless the City of Cripple Creek and any event managing organizations for all costs and expenses of any nature arising out of a claim for "bodily injury" sustained by any person, group or organization arising out of the operation of the booth by the applicant and/or applicant's employees or guests.

#### **FOOD SERVICE LICENSE**

All food vendors must have a current food service license issued by the Health Department for the State of Colorado. Please contact the Teller County Environmental Health Department at (719) 687-3048 to ensure you have all the necessary licenses and paperwork needed to vend at our event. In the event a food vendor is not in compliance during the event, the vendor will be required to close until compliance can be accomplished. All food vendors must have a fire extinguisher on site with at least a 3A-40B-C rating.

#### **COMPRESSED GAS**

Vendors using any type of compressed gas will be required to have cylinders restrained from falling by using a chain, rope or similar material to anchor bottles to a fixed post or similar object.

## SPECIAL EVENTS VENDOR APPLICATION

Applicant's Name: \_\_\_\_\_ Owner: \_\_\_\_\_ Operator: \_\_\_\_\_

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

Sales Tax ID # **(required)**: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_

Website: \_\_\_\_\_

Phone number where you can be reached during event: \_\_\_\_\_

### BOOTH DESCRIPTION

Please provide a brief description of your booth:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### EVENT CHECK-IN, ARRIVAL, AND DEPARTURE

- SETUP ON FRIAY, SEPTEMBER 27, EVENT HELD ON SEPTEMBER 28 - 29
- CHECK-IN STARTS FRIDAY AT 9 A.M. SETUP COMPLETE BY 5 P.M.
- **EVERYONE MUST BE CHECK IN BY FRIDAY AT 5 PM - NO NEXT-DAY ARRIVALS WILL BE ALLOWED.**
- ALL MERCHANDISE MUST BE UNLOADED QUICKLY, AND CARS MUST BE MOVED FROM THE ROAD.
- VENDORS ARE WELCOME TO STAY OPEN UNTIL 8 P.M. ON SATURDAY, AND 5 P.M. ON SUNDAY.
- TEAR DOWN MAY START AT 5 P.M. ON SUNDAY.
- STREETS MUST BE CLEARED OUT BY 7 P.M. ON SUNDAY.

<b>TEMPORARY BUSINESS LICENSE FEE (Required)</b>				\$	25.00
# of _____	NON-ELECTRIC BOOTH SPACE (10' x 10' SPACE)	x	<b>\$100.00</b>	=	\$ _____
# of _____	ELECTRIC RETAIL BOOTH SPACE (10' x 10' SPACE)	x	<b>\$150.00</b>	=	\$ _____
# of _____	ELECTRIC FOOD BOOTH SPACE (10' x 10' SPACE)	x	<b>\$200.00</b>	=	\$ _____
# of _____	NON-PROFIT BOOTH SPACE (10' x 10' SPACE)	--	Free of charge, not including electricity		
If paying for electricity, <b>TOTAL AMPS NEEDED:</b> _____				<b>TOTAL AMOUNT ENCLOSED</b> \$ _____	

THE CITY OF CRIPPLE CREEK RESERVE THE RIGHT TO GRANT OR DENY VENDOR BOOTHS. NO POLITICAL OR CONTROVERSIAL BOOTHS WILL BE ACCEPTED INTO THE EVENT.

THIS IS A RAIN OR SHINE EVENT ~ REFUNDS WILL NOT BE ISSUED FOR INCLEMENT WEATHER.

**Incomplete vendor applications will not be accepted.**

Please mail completed application, payment, copy of insurance and appropriate licenses, menu (food vendors) and photos/merchandise description, and a signed Hold Harmless Agreement to the address as the top of this document.

I have read the information provided in the Vendor's packet and agree to abide by all terms and conditions of the event as outlined herein. I understand and acknowledge, also, that the City of Cripple Creek's Events Department reserves the right to refuse acceptance of any vendor.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# HOLD HARMLESS AGREEMENT

THIS AGREEMENT is entered into by and between the City of Cripple Creek and

\_\_\_\_\_.

## RECITALS

- A. In consideration for being permitted to rent a booth and participate in the \_\_\_\_\_ event, \_\_\_\_\_ agrees to indemnify, save and hold harmless the City of Cripple Creek from any and all claims which may occur to Exhibitors employees or property from any cause whatsoever, or any and all claims from a person(s) purchasing the said Exhibitors goods or services.

**By signing below: Vendor agrees to comply with and accept: (a) the Rules and Regulations printed on the Special Events Vendor Application, (b) such other rules or operating procedures as the City of Cripple Creek may reasonably require for orderly, construction, conduct, and dismantling of the event from “move-in” through “move-out”, and (c) the above Hold Harmless Agreement.**

**The City of Cripple Creek shall have full power in the interpretation and enforcement of all Rules and Regulations contained herein, and the power to make such reasonable amendments thereto and such further Rules and Regulations as it shall consider necessary for the proper conduct of an event, provided same does not materially alter or diminish the contractual rights of vendor.**

**Vendor agrees to be bound by all of the terms and conditions thereof as to the use and enjoyment of the premises.**

**PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Please sign and return the Special Events Application along with the Hold Harmless agreement.

Thank you! We look forward to seeing you in Cripple Creek, the World’s Greatest Gold Camp!