

VENDOR RULES & REGULATIONS

Application & Acceptance

- 1) **100% of fees is due upon acceptance of application.**
- 2) **Fees are non-refundable and non-transferrable**
 - a) ***This is a fundraising event***, therefore; in the event of ***vendor cancellation, no fees will be refunded*** & booth space will be available for rental by another vendor.
 - b) In case of an unexpected weather or other catastrophic event resulting in cancellation of the event, vendors will be refunded 60% of fees paid.
- 3) **NO PERSONAL CHECKS ACCEPTED – ALL APPLICATION PAYMENTS ARE TO BE PAID VIA PAYPAL**
- 4) **Spaces may not be sublet or shared with another Vendor/Company**
 - a) *Spaces shall be used only for the purpose indicated in the application.*
 - b) *Vendor may display sell items from only One “Company” per booth*
- 5) Mountain Pine Woman’s Club (MPWC) reserves the right to determine the eligibility of any company or product for inclusion in the event.
 - a) All new jewelry vendor applications require 2-3 product photos to be submitted with application
 - i) referral to a website is not acceptable as a photo
 - b) Returning jewelry vendors do not need to submit photos

Approved Products

- 6) Vendor may conduct sales of **approved products** and collect payment in any form s/he deems necessary.
- 7) Product categories are limited; once a category is filled, subsequent applicants **may not** display, or offer those products for sale without explicit permission by MPWC.

Arrival, Set-Up, Tear-Down, Departure

- 8) Vendors shall follow the one-way traffic pattern established for this event
- 9) Vendor shall check-in with MPWC representatives at assigned door before bringing any items into the rink.
- 10) Arrival and unloading shall occur only during assigned times
 - a) Vendor agrees that failure to set up at appointed time may constitute a breach of contract in which MPWC may reassign space to another vendor.
 - b) Under such circumstances, MPWC shall be due all fees, paid and unpaid.
- 11) Tear down must occur only after the end of the event
 - a) Vendor may not tear-down prior to 4:00pm without special permission
 - i) Vendor should have all items packed and ready to load before retrieving vehicle(s) from parking area.
 - b) Failure to remove any materials during the scheduled tear down time may result in removal and disposal by MPWC.

Parking

- 12) Vendors will be provided parking passes at check-in
 - a) Parking pass is to be placed in windshield to prevent being towed
 - b) Vendor shall move vehicle to designated parking area **BEFORE** set-up
- 13) Vendors shall park only in designated vendor parking areas.
 - a) Vendors **may not park** in the main parking lots of the Fieldhouse – these are for shoppers and other guests of the Fieldhouse.
 - b) Vendors **may not park** in the traffic-flow area or in the areas near the vendor check-in doors – these are for loading and unloading only.

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Booth Location

- 14) MPWC will make every effort to allocate the vendor the desired general location, but should unforeseen circumstances arise, MPWC reserves the right to allocate alternative location space.
- 15) MPWC cannot guarantee a specific booth as we strive to keep like products appropriately spaced to avoid being in close proximity – sometimes however, this just can't be avoided.
- 16) MPWC ***does not guarantee help with unloading/set-up or with tear-down/packing/loading*** the day of the event – vendor should plan to have sufficient help available with the morning unloading and set-up, and with the afternoon tear down of display.
- 17) MPWC or the facility ***does NOT furnish tables, chairs, hoses, forklifts, dollies, etc. & MPWC does not guarantee physical assistance. THERE ARE NONE OF THESE ITEMS AVAILABLE FOR LOAN TO VENDORS***

Vendor & Booth Identification

- 1) Vendors' name and their booths/company name shall be prominently displayed
 - a) Vendors shall some form of identification (i.e. a sign/banner) that identifies the name of their booth
 - b) Vendors shall wear a name tag or other identification that identifies themselves and their company/booth name

Display and Equipment Requirements

- 18) Vendor ***must supply own table(s), chair(s), and any other desired fixtures***
 - a) MPWC and the facility ***DO NOT*** have tables or chairs for loan.
 - b) Everything ***must fit*** in the contracted space.
 - i) There is ***no*** additional space between booths
 - c) Display ***must not exceed*** a height of 8 feet
 - d) Display ***must not*** be situated under an enclosed canopy
 - e) Display ***must not*** be inside any enclosed siding blocking view of neighboring booths
 - i) ***Open*** framework surrounding the booth is acceptable.
- 19) Vendor assumes total responsibility for his/her display and the actions of those representing his/her exhibit – and – Display must be manned or supervised by personnel over the age of 18 during all event hours.
 - a) *Relief volunteers may be available for breaks.*
- 20) **Audio/Video Equipment Regulations**
 - a) ***Vendors may not use Sirens, bells, amplifiers, or flashing lights***
 - b) ***Vendors may not play radios, tapes, CDs, iPods, or any other audio equipment loud enough to be heard by anyone outside their booth.***
- 21) Perfumes, Air Fresheners or other products with strong odors ***shall not be sprayed or distributed*** where they can potentially bother other vendors and customers outside the vendor's booth; and these may only be shared if a customer specifically asks to smell the product.
- 22) Vendor shall restrict activities and materials to the confines of the assigned area.
 - a) Any packaging/boxes/etc. must be placed under vendor tables.
- 23) No item in displays may be attached to facility property.
 - a) Please check with MPWC representative before hanging any banner.
- 24) Facility equipment and furnishings shall not be removed from the premises for any reason. Large pieces of equipment and facility displays/exhibits, materials, etc. are not to be moved.
 - a) Removal or disappearance of MPWC or Facility electrical equipment will result in a fine to the vendor of that space, and vendor will not be invited back to participate in future events sponsored by MPWC.

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Sales Income & Town of Parker Taxes

- 25) Vendor is entitled to retain all profits from the sales of his/her products during the exhibit event; however, ***Vendor is required to collect appropriate taxes for Colorado (state and county) and the Town of Parker*** (hereon referred to simply as “Parker”) ***and to complete and sign the Parker tax form provided to Vendor on the day of the event.***
- 26) ***ALL vendors must submit completed & signed Parker tax form (plus payment when applicable) at the end of the day to MPWC regardless of tax status (no exceptions)***
- a) The following vendors shall submit the Parker tax (3%), with accompanying form:
 - i) Vendors without a **4-digit Parker Tax ID#**
 - (1) A “Multi-event” or any other tax ID# is not applicable
 - ii) Direct Sales Company representatives/consultants **living outside** the city limits of Parker
 - (1) Vendor **shall enter** gross and taxable sales amounts
 - (2) Vendor shall collect and submit the 3% tax on all **cash-&-carry** items sold at event
 - b) The following vendors shall submit **form only** (no payment) to MPWC:
 - i) Vendors with a **4-digit Parker Tax ID#**
 - (1) When vendor has a 4-digit Parker Tax ID# s/he will note this on the form
 - (a) Vendor **shall enter** gross and taxable sales amounts
 - (i) Vendor will then pay taxes directly to Parker.
 - ii) Direct Sales Company representatives/consultants living **within** the city limits of Parker
 - (1) Vendor **shall enter** gross and taxable sales amounts
 - (a) Vendor’s parent company shall then pay taxes directly to Parker
 - c) ***Failure to comply may result in a fine imposed by Parker - & vendor will not be invited to return to future events.***
 - d) Vendor is responsible for collecting, reporting and paying all remaining taxes due to the state of Colorado

Fire Code Rules/Regulations

- 27) MPWC provides approved electrical connections – these are either a 3-to-1 connection, or a power strip to be **shared** with another vendor (*these comply with the fire department requirements and underwriter’s rules*)
- 28) Vendor **MAY NOT** use any personal power strips/extension cords; all items must plug directly into the electrical cord/strip in place at arrival
- 29) Vendor is limited to **number of electrical item spaces** purchased.
 - a) The connections will be in place when doors open for vendor check-in.
 - b) **Vendor MAY NOT plug an additional extension cord or power strip into the outlet – NO EXCEPTIONS.**
 - i) **Any personal cords/strips will be confiscated and will not be returned.**
- 30) All cloth decorations must be flameproof.
- 31) Fire, liability, event cancellation, and theft insurance, if so desired, must be taken out by each vendor at his/her own expense.
Facility and MPWC insurance **does not** include vendor’s products or personal items.
- 32) Smoking in exhibits is forbidden. No alcohol or tobacco products are allowed inside the Facility.
- 33) Aisles, fire extinguishers, and fire exits **must not be blocked** by exhibits and/or vendor vehicles.

Direct Sales Company Vendors Additional Guidelines:

- 34) ***Vendors MAY NOT actively recruit during the event (this is in response to customer complaints)***
- 35) ***Vendors should have cash & carry products on hand, and have the ability to submit orders on-site.***
 - a) ***If seeking hosts for home parties – vendors may not verbally solicit; instead, provide a sign-up sheet for interested shoppers to complete.***

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Jewelry Vendors Additional Guidelines

36) Jewelry must constitute at least 90% of vendor's products offered for sale at the bazaar

a) *If product line does not constitute at least 90% of items vendor may not display/sell jewelry.*

37) *Artisan/crafter vendors will take precedence over commercially produced jewelry products.*

Limited Food Availability in and around the Fieldhouse

38) **Meals/snacks:** food & beverage availability at the Fieldhouse are extremely limited, therefore vendors should plan accordingly. *MPWC has no control over this.*

a) The Fieldhouse has only a small snack bar offering hotdogs, burgers, pizza, etc. (no healthy options here).

i) The Fieldhouse also has a couple of vending machines on site.

ii) The Fieldhouse has an ATM located next to their snack bar for your convenience.

b) There is only 1 food-related facility nearby (Honey Baked Ham), located about a block away – no other restaurants are within walking distance.

c) MPWC will offer pre-ordered lunches (see application form) – but will not have any extras available

d) MPWC has a selection of pastries, cookies, cake, pie, etc. for sale but this is a very limited selection and again, no healthy snacks offered.

e) MPWC will have water and coffee available to purchase.

Other General and Specific Legal Issues

39) Vendor shall conform to all Federal, State, and City Laws.

40) While MPWC does extensive advertising prior to event, vendor recognizes that this contract is not contingent upon any advertising, publicity, promotional considerations or weather conditions.

41) Vendor will indemnify and hold harmless MPWC and the Facility and their respective agents, employees, and servants from any and all claims, demands, suits, asserted by any person, firm, or corporation or other entity, arising out of Vendor's participation in the above described event and to reimburse MPWC and the Facility for all reasonably incurred expenses including legal fees expended in defense of such claims.

42) Although attendance is usually excellent (over 2,200 in 2014 & 2015), MPWC makes no guarantee of number of participants or attendees in subject event or a guarantee of sales for individual vendors.

43) MPWC or Facility accepts no responsibility for inclement weather.

44) Vendor agrees to allow MPWC to take photographs during the event, and gives MPWC permission to use photos to promote future like events (including posting photos on the MPWC website).

45) Any and all matters or questions not specifically covered by the preceding rules and regulations shall be subject solely to the decision of MPWC Representatives.

46) These rules and regulations may be amended at any time by MPWC and all amendments so made shall be binding on vendors with the foregoing rules and regulations.

The terms and conditions encompassed in (1) this rules/regulations document, (2) the application/agreement, and (3) the official floor plan for the event (*not available until just prior to the event*) are the final governing documents for this event. Said documents constitute the sole agreement between the parties relating to said event and sets forth the rights, duties, and obligations of each other to the other as of the date of the contract. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force or effect.

If the above regulations and those of the Facility are not observed or are not corrected within a reasonable time upon notification of vendor, vendor may be asked to vacate his/her space and leave the facility in a quiet and orderly manner, in which case no refunds will apply.

VENDOR MUST SUPPLY OWN TABLE(S), CHAIR(S), AND ANY OTHER DESIRED FIXTURES – THERE ARE NONE FOR LOAN.