

2018 VENDOR RULES/REGULATIONS & OTHER IMPORTANT INFORMATION

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 (for any reason)*, *no fees will be refunded*.
 - 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 or Company
 - a) *Spaces shall be used only for the purpose indicated in the original application.*
 - b) *Vendor may display sell items from only One “Company” per booth space*
- 5) GFWC Mountain Pine Woman’s Club (**MPWC**) reserves the right to determine the eligibility of any company or product for inclusion in the event.

Approved Products

- 6) Vendor may conduct sales of approved products and collect payment in any form s/he deems acceptable.

Booth Location

- 7) MPWC cannot guarantee vendors a specific booth, but when possible, we will make every effort to place vendors in the desired general location, and not put like vendors too close together; unfortunately, sometimes unforeseen circumstances arise, preventing this.

Arrival, Set-Up, Tear-Down, Departure

- 8) *To expedite arrival & departure:*
 - a) there is a one-way traffic pattern established for the event.
 - i) please check the Fieldhouse Area Map for this.
 - b) Vendors are assigned a check-in door and an arrival and unloading time.
- 9) MPWC representatives have the vendor’s check-in package at that assigned door
 - a) Vendors are to check-in at that location only.
 - b) After vendor has checked-in, s/he may unload & bring items into rink area
- 10) Tear down should occur only after the end of the event
 - a) Vendor should not tear-down prior to 4:00pm
 - i) Vendor should have all items packed and ready to load before retrieving vehicle(s) from parking area.

Parking

Ora Labs has graciously provided their parking lot for our vendors

- 11) Vendors will be provided parking passes at check-in
 - a) Parking pass should be placed in windshield (*to prevent being towed*)
 - b) Vendor shall move vehicle to the *Ora Labs* lot BEFORE set-up
- 12) Per Fieldhouse rules/regulations:
 - a) Vendors may not park in the main parking lots of the Fieldhouse – these are for shoppers and other guests of the Fieldhouse.
 - b) The one-way traffic area is considered a fire-lane and must not be blocked. Vendors may not park anywhere along the fire-lane, the vendor unloading zone, or the Fieldhouse Employee Parking located in that area.

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Displays and Equipment

13) MPWC or the Fieldhouse do NOT provide tables, chairs, hoses, forklifts, dollies, etc.

- a) Vendor must supply own tables, chairs and any other desired fixtures
 - i) MPWC & the Fieldhouse do NOT have tables or chairs for loan.
- b) Everything must fit in the vendor's defined space (marked with blue masking tape).
 - i) *There is no additional space between booth spaces*
- c) Display may not exceed a height of 8 feet
- d) Display may not be situated under an enclosed canopy
- e) *In response to vendor concerns*
 - i) please refrain from using any enclosed siding blocking shoppers' view of neighboring booths
 - (1) Open framework surrounding the booth is acceptable.

14) Vendor assumes total responsibility for his/her display and the actions of those representing his/her exhibit

- a) *Relief volunteers may be available for short breaks.*

15) Audio/Video Equipment

In response to shopper and vendor concerns

- 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.
 - c) 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
 - i) these may only be shared if a customer specifically asks to smell the product.
- 16) Vendor shall restrict activities and materials to the confines of the defined booth area.
- 17) No item in displays may be attached to facility property.
- a) Please check with MPWC representative before hanging any banner against rink wall.

Sales Income & Town of Parker Taxes

18) Vendors retain all profits from the sales of their products during the exhibit event; however vendors must charge & collect and pay the 3% Town of Parker Sales Tax on all sales

- a) ***Vendors are 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.*

19) 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) There are certain vendors who pay taxes directly to Parker
 - i) This will be indicated on your *Town of Parker* worksheet
 - ii) However; in compliance with our requirements to Parker – all vendors are required to report (on the worksheet) the amount of sales & the 3% Parker tax even though they may not be paying their taxes that day.

***FAILURE TO COMPLY MAY RESULT IN A FINE IMPOSED BY PARKER &
VENDOR WILL NOT BE INVITED TO RETURN TO FUTURE EVENTS.***

- b) Vendor is responsible for collecting, reporting and paying all remaining taxes due to the state of Colorado (MPWC does not collect this information or taxes).

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Fire Code Regulations

MPWC must comply with the *South Metro Fire District requirements and underwriter's rules*; therefore, MPWC provides approved electrical connections for vendors needing electricity – these may be either a single connection cord, a 3-to-1 connection, or a 5-connection power strip that may be shared with another vendor.

20) Vendor **MAY NOT** use any personal power strips/extension cords; any item needing electricity must plug directly into the electrical cord/strip in place prior to vendor's arrival.

a) Vendor is limited to number of electrical item spaces purchased.

21) All cloth decorations must be flameproof.

22) Smoking inside the Fieldhouse is forbidden. No alcohol or tobacco products are allowed inside the facility.

23) No open flames are allowed in the Fieldhouse (including candles, Sterno, etc.)

24) Aisles, fire extinguishers, and fire exits **must not be blocked** by exhibits and/or vendor vehicles.

Direct Sales Vendors Guidelines:

25) Vendors should have cash & carry products on hand, and be able to take orders during the event.

In response to shopper concerns

26) Vendors MAY NOT actively recruit during the event

a) If seeking hosts for home parties – vendors may not verbally solicit

i) instead, provide a sign-up sheet for interested shoppers to complete.

Jewelry Vendors Guidelines

27) If vendor is accepted to sell jewelry, jewelry should constitute at least 90% of vendor's products offered for sale at the bazaar

28) This is primarily an Artisan/crafter event – no vendors with commercially produced jewelry products will be admitted – therefore we will not admit Direct Sales or other commercial vendors to sell jewelry.

a) All new jewelry vendor applications should provide 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

Other General and Specific Legal Issues

(you know – the kind of stuff lawyers insist you include...)

29) Fire, liability, event cancellation, and theft insurance, if so desired, must be taken out by each vendor at his/her own expense.

a) Facility and MPWC insurance does not include vendor's products or personal items.

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

31) 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.

32) 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.

33) Although attendance is usually excellent (over 2,500 in 2017), MPWC makes no guarantee of number of participants or attendees in subject event or a guarantee of sales for individual vendors.

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

35) 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 & Facebook, etc.).

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- 36) Vendor agrees for MPWC to share contact information with shoppers seeking to contact vendors after the Bazaar.
- 37) Any and all matters or questions not specifically covered by the preceding rules/ regulations & information shall be subject solely to the decision of MPWC Representatives.
- 38) 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.

SOME OTHER INFORMATION YOU MIGHT FIND HELPFUL

- There is an ATM in the main section of the Fieldhouse, should you or your customers need cash.
- Wi-Fi is available (*no password required*) at no cost by the fieldhouse – keep in mind there are over 100 of you, so it may run a little slow at times.
 - Please contact the Fieldhouse with any questions regarding their Wi-Fi.
- Food – not much available here – the Fieldhouse has a small snack bar with hamburgers, hotdogs & pizza – no restaurants nearby – please plan accordingly
- There will be many sports activities going on (*this is an active Sports Complex*) – and parking can be difficult to find – unfortunately there is nothing we can do about this.
- Vendors should always wear a name tag – and don't forget to prominently display the name of your booth/company. If shoppers don't know who you are, they can't make referrals.
- You will need to bring your own tables & chairs – we don't have any to loan.

Limited Food Availability in and around the Fieldhouse

Meals/snacks: food & beverage availability at the Fieldhouse is extremely limited, and there are no restaurants within walking distance (*except for Honey Baked Ham southeast corner Dransfeldt & Plaza*), please plan accordingly. MPWC has no control over this.

Important Reminder

vendor must supply own table(s), chair(s), and any other desired fixtures – there are none for loan.