



Old Town Showdown 2010 Vendor Agreement

(rate listed are for both days of the event – July 24th & 25th)

THIS AGREEMENT dated this _____ day of _____, 2010 is by and between Old Colorado City Associates (a nonprofit corporation), as administered by Old Colorado City Associates (“OCCA”) and _____ (“The Vendor”)

whose permanent address is:

Street: _____

City _____ Zip _____

and whose telephone number is: (____) ____ - _____

and whose Tax ID number is: _____.

Vendor Contact Person Name: _____

Email Address: _____

Vendor Fees (valid for both days of event):

- Merchandise (non-food) vending: \$300: _____
- Food Vending: \$300: _____
- Commercial Vending (non-sales/promotional): \$300: _____
- Electrical hookup (based on availability):
110v: \$50 _____
- Chili “People’s Choice” competition \$25 _____
- BBQ “People’s Choice” competition \$25 _____
- BEER “People’s Choice” competition \$25 _____
- OTHER “People’s Choice” competition \$25 _____ (Please list Category below)

• **Total: \$** _____

Non-profits: Deduct \$100 from any of the above categories. A limited number of spaces will be reserved for non-profits.

Fee includes a 10’x10’ booth space. Add \$150 for each 10’ (or any portion thereof) of additional space required. Vendors supply all materials including tent or other type of “booth.” Spaces assigned on a first-come, first-served basis. **Add \$25 each for participation in the Chili and/or BBQ and/or OTHER “People’s Choice” awards competition.**

Anyone participating in the “People’s Awards” competition must supply a minimum of (300) 2 oz. samples for chili and (300) “toothpick” samples for BBQ PER DAY of the event; “tasters” will be presenting a purchased “Event Tasting Ticket” and it will be the responsibility of the vendor to limit samples to individuals.

Vendor applications must be received with payment by July 1st. Late registrations must be received with payment no later than July 9th and will be accepted on a space available basis with a \$100 additional fee for each category.

-ELECTRICAL SERVICES: There will be no electricity, generators, trailer, vans, or other such mechanical devices allowed unless approved by OCCA and designated in writing as part of this Agreement. OCCA only has limited access to electricity.

OCCA desires to permit said Vendor to sell said items during the Old Town Showdown event.

THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

- **RIGHT TO SELL:** Vendor shall have the right to sell items during Old Town Showdown. Said sales are to occur only within the area designated by OCCA for the Vendor. PLEASE ATTACH LIST OF ITEMS YOU WILL SELL SO THAT WE CAN HELP TO BEST PLACE YOUR VENDOR SPOT.

- **ALCOHOLIC BEVERAGES:** Vendor shall not sell, distribute disseminate or consume alcoholic beverages within the event except in the event Beer Garden. No alcohol allowed in Bancroft Park by City ordinance.

- **HOURS OF OPERATION:** Vendor booths must be fully staffed and open for sales and must remain fully staffed and prepared to serve customers Saturday and Sunday, July 24-25th, 2010 from 10:00 m to 7pm regardless of weather conditions. If Vendor closes early for any reason, Vendor may, at the sole discretion of OCCA, be precluded from participating in future events. Vendor understands that Old Town Showdown will be held regardless of weather conditions.

- **BOOTH SIZE: Booth size will be 10' wide by 10' deep.** Any Vendor whose booth extends beyond this size will be charged an addition \$50 per foot at the discretion of OCCA. No sales or service shall be made from the sides or rear of the allotted space or spaces. Vendor understands that OCCA, at its sole discretion, will assign space. Vendors must supply their own booths/tents and all supplies necessary to operate within booth space. Tents shall be adequately anchored to withstand the elements of weather. Vendors must provide their own anchoring devices, but cannot use devices that dig into the earth.

- **LOCATION:** Spaces will be assigned on a first-come, first-served basis based on vendor registration date, as well as taking into consideration event layout, available space and the space requirements for each vendor.

All fees and deposits are due and payable with the submittal of this agreement. Funds raised at Old Town Showdown go directly to support Old Colorado City Associates activities.

- **SET UP:** Vendor will set up between 7 am and 10 am on Saturday, July 24, 2010.

- **TEAR DOWN:** Vendor will remove all materials from the event grounds by 9pm on Sunday, July 25, 2010.

- **GRASS:** Vendor will not be permitted to drive on the Park grass at any time, for any reason.

- **SIGNAGE:** All Vendor signs and banners must be contained within the assigned booth space. Each Vendor is responsible for supplying their own signs for their booth.

- **TRASH:** The Vendor will keep their booth free from trash, wastewater, litter and other refuse items at all times. Failure to do so will result in a \$50 fine.

- **CONDUCT:** Vendors will not engage in loud, live, or broadcast recorded music during Old Town Showdown. Vendor will abide by the rules and regulations of the City of Colorado Springs.

- **STORAGE:** The Vendor will not store supplies, equipment, or inventory outside their designated booth.

- **CHANGE:** OCCA is not responsible for providing change to Vendors.

- **CANVASSING:** Vendors may canvass only from inside their booth space. Canvassing from outside of the booth space is not permissible and vendor shall be liable for immediate closure, removal from Old Town Showdown and loss of all submitted monies.

- **SITE INSPECTION:** Vendor is responsible for leaving their designated space as found. Failure to do so will result in any charges required to repair or correct the situation. Vendor is responsible for returning the vending site to its original physical condition by 9 pm on Sunday, July 25, 2010.

- **GOVERNING LAWS:** The laws of the State of Colorado and the health, sanitation, and fire regulations of the City of Colorado Springs and/or the County of El Paso shall govern this Agreement.
- **SECURITY:** Vendors are responsible for the security of their own property and equipment at all times. While limited security personnel will be on duty **overnight** during Old Town Showdown, no security personnel will be assigned specifically to Vendors. OCCA shall not be held responsible for loss, theft, or damage to any property left on the event grounds at any time.
- **LIABILITY:** Vendor shall indemnify and hold OCCA, contractors, staff 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, and shall reimburse OCCA for any costs, including but not limited to, reasonable attorney's fees incurred in defense of any such claims.
- **VIOLATIONS:** Vendor acknowledges that a breach of any of the terms of the Agreement may result in the termination of this Agreement and the preclusion of the Vendor's participation in future Old Town Showdown events. 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.
- **AGREEMENT MODIFICATIONS:** No prior or present Agreements or representations shall be binding upon any of the parties hereto unless incorporated in the 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.
- **AGREEMENT DEADLINE:** The Agreement shall be signed by the Vendor and returned to OCCA on or before July 1st, 2010 (or late fees apply, see Fee Schedule above) and in no case any later than July 9th. This Agreement shall become effective when signed by OCCA upon receipt.
- **CANCELLATION:** Vendor understands in the event the Vendor cancels after July 9, 2010, or fails to provide the required materials; the entire booth fee will be retained.
- **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.
- **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 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 fees and costs incurred as a result of said dispute.
- **BOOTH ACCESS:** OCCA 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 OCCA.
- **MISREPRESENTATION.** If it is found that a Vendor has misrepresented themselves, or supplied false information to Old Town Showdown, OCCA reserves the right to have the Vendor removed from the event, and the Vendor will forfeit any fees already paid. Old Town Showdown may be required to move your booth location the day of the event. We want Old Town Showdown to be a great opportunity for everyone involved and appreciate your cooperation.

By signing this Agreement, Vendor acknowledges that:

- Vendor has had the opportunity to review this Agreement;
- Vendor has had the opportunity to consult with legal counsel, if desired; and
- Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.

Vendor Signature

Vendor Company (Please Print)

Executed this _____ day of _____, 2010. (For Vendor)

Old Town Showdown Representative Signature

Executed this _____ day of _____, 2010. (For Vendor)

PLEASE RETURN WITH PAYMENT BY (please make checks payable to "OCCA"): July 1, 2010,
TO:

OCCA
P.O. Box 6206
Colo. Spgs., CO 80934

Please ensure payment is received by July 1st, 2010, or, if a late application, by July 9th, 2010.

Credit card payment information:

Total remittance: \$ _____

Type: V/M/D/A Credit Card # _____

Expiration Date: Month: _____ Year: _____ Security #: _____

Card Billing Address: _____ ZIP: _____

Cardholder Signature: _____ Date: _____

Cardholder Printed Name: _____

For more information, please contact:

Seiko Tran – OCCA Marketing Coordinator:

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