

## 2012 Louisville Downtown Street Faire Vendor Application and Release Form

Dear Street Faire Participant:

The Street Faire will be held every FRIDAY EVENING beginning JUNE 15th and continuing through AUGUST 17th, 2012. NO STREET FAIRE ON July 6th. The hours of operation will be 5:00–9:00 PM and will consist of produce, crafts, artists, bands, children’s activities, food, and a beer and wine garden that includes frozen margaritas! On average 4,000–5,000 people visit the Street Faire every Friday night.

**ALL VENDORS MUST COMPLETE THE INFORMATION BELOW:**

When would you like to be scheduled?  Per Night  First 5 weeks  All 9 Weeks  
 Last 5 Weeks

<input type="checkbox"/> <b>Non-Food Vendor</b>	\$85	\$300	\$450
<input type="checkbox"/> <b>Food Vendor</b>	\$150	\$600	\$900

Food Vendors **MUST CALL** David Baum, Boulder County Health Dept (303-441-1188), **before being considered** as a food Vendor, and must provide the DBA with proof of Health Department permit prior to May 25, 2012.

Electricity for the Street Faire is available but extremely limited and based on location. **You will have to be approved** and an additional fee is required.

<input type="checkbox"/> <b>Please consider me for electricity</b>	–	\$95	\$150
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**Each vendor is required** to provide the DBA with a certificate of liability insurance naming the DBA as an additional insured.

Choose One {	<input type="checkbox"/> Purchase insurance from DBA (fill out on reverse)	\$65
	<input type="checkbox"/> Yes, I have included my insurance certificate	–

Yes, I have read the vendor requirements. (on right) Total Amount Enclosed

Please list specific **type of product, activity, food, etc.** available at your booth:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT NAME \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE (Daytime) \_\_\_\_\_

PHONE (Evening) \_\_\_\_\_

CELL PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

**Vendor Requirements**

**All Vendors must complete this application, including the “Release of Liability and Indemnification” Agreement on the 2nd page, and return along with your check to Louisville DBA.**

Completed application, indemnification and fee **must be returned no later than May 15th 2012** to be considered for booth space. Late applications may incur a late fee. Applications will be considered on a first come, best location policy. Any vendor not being selected for a booth will be notified and their booth rental fee returned.

Payment in full must be included with this application.

Each booth space will be 10' x 10' in size. Each Vendor is required to have a white tent and will be responsible for setting up and taking down their own tent.

Provide a sign clearly identifying WHO YOU ARE and place it on your tent.

Provide a minimum of a 50-pound weight on each of the four legs of the tent to secure against potential high winds. *If you fail to provide weights you will be charged \$50.00 for the night or be required to leave.*

Vendors are required to attend all committed weeks. *There will be no refunds for non-attendance.*

Set-up time is between 2:30 and 4:00 PM. *If you are not in the process of setting up by 4:00PM, you will lose your booth space for the evening.* Operation time is 5:00–9:00 PM.

*No Vehicles will be allowed on the street after 4:15pm. This will be strictly enforced.*

Participants are required to clean their areas and remove their own trash before leaving.

*All Vendors must have a city and state sales tax license and will be responsible for filing your own tax reports. DBA does not collect individual sales taxes.*

No vendor will be allowed to give “free” food or drinks.

The DBA reserves the right to assign booth locations each night, and the **booth locations may vary from week to week**. Each vendor is required to provide the DBA with a certificate of liability insurance naming the DBA as an additional insured. Failure to comply with this requirement, and/or to keep the insurance current during the Street Faire season will subject the vendor to forfeiture of all fees and booth space at the DBA’s sole option.

The DBA reserves the right to negotiate individual arrangements with Street Faire sponsors and vendors, including but not limited to exclusive marketing and booth rental agreements.

Please contact Ronda Grassi at [ronda@cadcoinc.com](mailto:ronda@cadcoinc.com) with any questions.

PLEASE RETURN THIS  
APPLICATION WITH CHECK  
PAYABLE TO LOUISVILLE DBA:

Louisville DBA  
P.O. Box 311  
Louisville, CO 80027-0311

Please do not write in this box

Check received: Y N Amount: \$ \_\_\_\_\_ Booth # \_\_\_\_\_

# Release of Liability and Indemnification Agreement - 2012

## Louisville Downtown Summer Street Faire

In consideration for your participation in the Louisville Downtown Summer Street Faire (Street Faire) and to use and occupy the property of the City of Louisville (City) upon which the Street Faire is conducted during the Summer of 2012, each of the undersigned, for themselves, their personal representatives, heirs, successors and assigns, agree to the following:

1. I understand and acknowledge that participation in the Street Faire involves a risk of property loss or damage, bodily injury and personal injury, and sickness. Such risks may result from changing weather conditions, other vendor behavior, vehicular or pedestrian traffic, visitor's pets, and general interaction with the public. I acknowledge these risks and expressly assume all such risks of injury, loss or damage to myself or third parties arising out of or related to my participation in the Street Faire. I further understand and acknowledge that the City's and/or the Downtown Business Association's (DBA) insurance policies do not cover me or my participation in the Street Faire.
2. I knowingly and intentionally release, waive, and discharge the City and the DBA, its officers and employees from any and all liability for any claim, demand, loss, or damage that I might state against the City or the DBA as a result of property damage, bodily injury or sickness arising out of or related to my participation in the Street Faire, whether or not caused by the act, omission, negligence, or other fault of the City or DBA, its officers and employees, or by any other means.
3. I knowingly and intentionally release, waive, and discharge the organizers and other direct or indirect participants of the Street Faire, its organizers, direct or indirect participants, from any and all liability for any claim, demand, loss, or damage that I might state against the Street Faire as a result of property, damage, bodily injury or sickness arising out of or related to my participation in the Street Faire, whether or not caused by the act, omission, negligence, or other fault of the Street Faire, its organizers, direct or indirect participants, or by any other means unstated.
4. I agree to defend, indemnify, and hold harmless the City, the DBA, Street Faire organizers and participants from and against any and all liability, claims, and demands brought by or on behalf of myself or by any third party against the City, the DBA, the Street Faire organizers and participants on account of property damage, bodily injury, sickness, or other loss of any kind whatsoever, arising out of or related to my participation in the Street Faire and use and occupancy of City property in connection therewith, whether or not caused by my act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the City or DBA, its officers or employees, the Street Faire organizers, and direct or indirect participants, or by any other unnamed cause.
5. I expressly accept and assume all responsibility for any claims or guarantees I make of the product/service I promoted at the Street Faire, and in so doing, hold the City and the DBA, its officers and employees, the Faire organizers, and all direct and indirect participants harmless for such claims or guarantees I or my associates make.
6. I have read, acknowledged and accept the terms and conditions of this Release of Liability and Indemnification Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed freely and voluntarily without inducement, assurance, or guarantee being made to me, and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.
7. I understand the sales tax at the Louisville Street Faire will be 8.25%, unless otherwise noted and that the DBA is not responsible for collecting or remitting my sales taxes.

Date and Effective This \_\_\_\_\_ Day of \_\_\_\_\_ 2012

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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### VENDOR AS ADDITIONAL INSURED

Complete this form and include an additional \$65 to purchase insurance from the DBA. Years of Experience \_\_\_\_\_

VENDOR NAME \_\_\_\_\_

I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

# of Booths or Stands \_\_\_\_\_

\* If answering "YES" to either question below, please attach additional sheet with explanation.

Ever Cancelled or Refused Coverage?  Yes  No

Insurance Claims in Last Three Years?  Yes  No

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Signature of Insured \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



## SPECIAL EVENTS SALES TAX LICENSE APPLICATION

Sales Tax License Fee  \$25.00

<b>1</b>	<b>Trade (DBA) Name of Business</b>		
	<b>Taxpayer Name</b> Owner(s), Partner(s), or Corporation		
	<b>Business Location Address</b> -Street, City, State, Zip-		
	<b>Mailing Address (if different)</b> -Street, City, State, Zip-		
	<b>Local Business Phone</b> ( ) ext.	<b>Local Business Fax</b> ( )	<b>Business Email</b>
	<b>Licensing Office Phone</b> ( ) ext.	<b>Licensing Office Fax</b> ( )	<b>Licensing Office Email</b>
	<b>Sales Tax Office Phone</b> ( ) ext.	<b>Sales Tax Office Fax</b> ( )	<b>Sales Tax Office Email</b>
	<b>Owner Name, Phone #, &amp; Address</b>		
	( ) ext.		

<b>2</b>	<b>Participating Event(s)</b>		
	<b>Business Description:</b>		
	<b>Federal Tax I.D</b> _____ - _____		
	<b>If Sole Proprietor, SS#</b> _____ - _____ - _____		
	<b>Colorado State Sales Tax #</b> _____ - _____		
	<b>Please select one of the following boxes below either: sales tax filing period or event participation months and file accordingly</b>		
	<b>Sales Tax Filing Period</b>	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual \$100 or more/mo    \$99 or less/mo    \$50 or less/yr    \$25 or less/yr	
	<b>Event Participation Months</b>	<input type="checkbox"/> January <input type="checkbox"/> February <input type="checkbox"/> March <input type="checkbox"/> April <input type="checkbox"/> May <input type="checkbox"/> June <input type="checkbox"/> July <input type="checkbox"/> August <input type="checkbox"/> September <input type="checkbox"/> October <input type="checkbox"/> November <input type="checkbox"/> December	
	For event participation months please only check the months that you will be participating in the event. You will not be required to file outside these months.		
	<b>Do you want us to mail you City tax returns?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Blank and self-calculating City tax returns are available on-line at <a href="http://www.louisvilleco.gov">www.louisvilleco.gov</a>
	<b>Date Business Started/Will Start, or Date of First Sale in Louisville</b> ____/____/____		

<b>3</b>	I declare under penalty of perjury that the statements made in this application are true and complete to the best of my knowledge.		
	<b>Applicant or Authorized Agent Signature</b>	_____	<b>Date</b> _____
	<b>Applicant Name (PRINT)</b>	_____	<input type="checkbox"/> <b>New Application</b>
	<b>Applicant Title</b>	_____	<input type="checkbox"/> <b>Renewal</b>