

# 2017 Louisville Downtown Street Faire

## VENDOR APPLICATION, RELEASE AND LICENSE FORM

The Street Faire will be held every FRIDAY EVENING beginning June 9th and continuing through August 11th, 2017, except **NO STREET FAIRE on July 7th or August 4th.** The hours of operation will be 5:00–9:30 PM (take-down happens after 9:30 PM). The Street Faire will consist of produce, crafts, artists, bands, children’s activities, food, and a beer and wine garden that includes margaritas! On average 4,000–5,000 people visit the Street Faire every Friday night.

### Booth Details

CONTACT NAME \_\_\_\_\_  
 BUSINESS NAME \_\_\_\_\_  
 EMAIL \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
 PHONE \_\_\_\_\_ CELL \_\_\_\_\_  
*(Contact for DAY of FAIRE—Important)*

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

Check if you'd like to be in the kids area.

### Non-Food Vendors Deadline: May 1st

- \$400 for Jun 9, Jun 16, Jun 23, Jun 30
- \$400 for Jul 14, Jul 21, Jul 28, Aug 11
- \$680 for all 8 nights

or

### Food Vendors Deadline March 1st

Note: Food Vendors must provide the DBA with proof of a Boulder County Temporary Event license prior to May 21, 2017. For licensing information, go to [bouldercountyfood.org](http://bouldercountyfood.org), or call 303-441-1564 to reach the on-call staff.

Sorry, we can't accommodate food trucks

\$1,200 for 8 nights = \$ \_\_\_\_\_

**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. We will notify you whether your request for electricity is approved within the first two weeks of June.

Yes, please consider me for electricity.

\$175 (8 nights) (Fee returned if not approved) = \$ \_\_\_\_\_

**Insurance:** Each vendor is required to provide the DBA with a certificate of liability insurance naming the DBA as an additional insured.

- \$0 I have included my insurance certificate
- \$65 I will purchase liability insurance from the DBA (fill out "Vendor As Additional Insured", page 2)

= \$ \_\_\_\_\_

#### Application Deadlines

Food Vendors: March 1      Non-Food Vendors: May 1

**All Vendors must fully complete this application, including the "Release of Liability and Indemnification" Agreement and the License, and return to the Louisville DBA.**

Completed application, indemnification, License and fee **must be returned no later than the deadline** to be considered for booth space. Applications will be considered using a first come, best interests of the Faire, and best location policy. Any vendor not being selected for a booth will be notified and their booth rental fee returned.

PLEASE MAIL COMPLETE APPLICATION TO:

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

Questions? Write to [louisvillestreetfairevendors@gmail.com](mailto:louisvillestreetfairevendors@gmail.com).

Please do not write in this box

Check received:   Y   N   Amount: \$                      Booth #

Total Due: \$ \_\_\_\_\_

Check enclosed (Please make payable to Louisville DBA)

— or —

Please invoice me for credit card payment. (3% charge)

# 2017 Louisville Downtown Street Faire

## RELEASE OF LIABILITY and INDEMNIFICATION AGREEMENT

In consideration for the license to participate as a vendor at the Louisville Downtown 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 2017, 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 or death. 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 Louisville 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, their 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, sickness or death 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, the 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, from any and all liability for any claim, demand, loss, or damage that I might state against the Street Faire, its organizers, direct or indirect participants, as a result of property, damage, bodily injury, sickness or death 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 death, 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 or DBA 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, their officers and employees, the Street 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, agree that I have received good and valuable consideration for it, understand that I have given up substantial rights by signing it, and I have signed freely and voluntarily without inducement, assurance, or guarantee being made to me, and I intend my signature to be a 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.

Dated and Effective This \_\_\_\_\_ Day of \_\_\_\_\_ 2017

Company Name: \_\_\_\_\_

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

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

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

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

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

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

### VENDOR AS ADDITIONAL INSURED

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

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

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

Signature of Insured \_\_\_\_\_

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

Ever Cancelled or Refused Coverage?  Yes  No

Title \_\_\_\_\_ Date \_\_\_\_\_

Insurance Claims in Last Three Years?  Yes  No

# 2017 Louisville Downtown Street Faire

## VENDOR LICENSE

The Louisville Downtown Business Association (the "DBA") hereby licenses and permits

\_\_\_\_\_ (the "Vendor") a REVOCABLE license for the privilege to operate a temporary booth at the 2017 Louisville Downtown Street Faire for the times and purposes stated in the Vendor's 2017 Louisville Downtown Street Faire Vendor Application, Release and License Form, subject to the Vendor's continuous compliance with the following conditions, rules and regulations:

1. Each booth space will be 10' x 10' in size. The Vendor is required to have a tent and will be responsible for setting up and taking down their own tent.
2. The Vendor shall provide a sign clearly identifying THE VENDOR and place it on your tent.
3. The Vendor shall provide a minimum of a 50-pound weight on each of the four legs of the tent to secure against potential high winds. If the Vendor fails to provide weights, the Vendor will be charged an additional \$50.00 for the night or be required to leave.
4. The Vendor shall attend all committed weeks. There will be no refunds for non-attendance.
5. The Vendor shall set-up between 2:30 and 4:00 PM. If the Vendor is not in the process of setting up by 4:00 PM, the Vendor will lose its booth space for the evening. Operation time is 5:00-9:30 PM, plus take-down time.
6. Except in emergency or during inclement weather, the Vendor shall not take down the booth before 9:30 PM.
7. No Vendor Vehicles will be allowed on the street in the Faire area after 4:00 pm. This will be strictly enforced.
8. If a vendor fails to notify the vendor coordinator prior to failing to show up and participate in the Faire for two Fridays, then the Vendor's license shall be revoked for the remainder of the season.
9. The Vendor shall clean its area and remove its own trash before leaving. The Zero Waste Event guidelines apply to every Vendor and the Vendor agrees to follow such guidelines.
10. The Vendor shall have a city and state sales tax license and will be responsible for filing its own tax reports. DBA does not collect individual sales taxes.
11. The Vendor shall not give "free" food or drinks.
12. The DBA reserves the right to assign booth locations each night, and the booth locations may vary from week to week. The Vendor has no "right" to a particular location.
13. The Vendor shall 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.
14. The Vendor acknowledges that 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.
15. The Vendor shall keep a copy of its Certificate of Liability Insurance at its booth.
16. The Vendor shall prohibit smoking in its booth area.
17. The Vendor shall restrict its personnel and activities to the area within the Vendor's booth and within three feet of the front of the booth, without any encroachment on the neighboring booths or the three foot area in front of the neighboring booths. No Vendor activities will be allowed outside of the area described in this section. (The DBA has had problems with interference before, and will have no tolerance for violations of this rule).
18. The Vendor shall maintain an e-mail address and shall inform the DBA of any change in address. The DBA communicates information to the Vendor via e-mail and the Vendor agrees that e-mail shall constitute adequate notice for all purposes.
19. Vendor acknowledges that the Street Faire is a family event and shall not engage in behaviors inconsistent with a safe and pleasant environment suitable for all ages.
20. The Vendor agrees that this License is revocable (a) immediately for cause, such as Vendor's failure to comply with any term of this License, any violation of law including any ordinance of the City of Louisville, abusive behavior toward any Street Faire attendee, vendor, volunteer, police officer, or staff, maintaining any unsafe condition, failure to comply with any request made by a police officer or member of the fire district, failure to operate within the limits described in paragraph 15 above, or failure to set up the booth on a Street Faire date as licensed; or (b) upon six (6) days written or verbal notice without cause. If the License is revoked, the DBA will return the unused prorated share of the weekly fees paid by the Vendor for unused weeks, net of expenses or losses incurred by the DBA, if any, arising from the Vendor's operation; however, this offset shall not limit the DBA or the City from seeking further relief at law or equity from the Vendor.

VENDOR: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

SALES TAX & LICENSING DIVISION  
 749 MAIN STREET  
 LOUISVILLE, CO 80027  
[www.louisvilleco.gov](http://www.louisvilleco.gov)



EMAIL [penneyb@louisvilleco.gov](mailto:penneyb@louisvilleco.gov)  
 PHONE (303) 335-4514  
 FAX (303) 335-4529

**20 \_\_\_\_\_ SPECIAL EVENTS SALES TAX LICENSE APPLICATION**  
**Sales Tax License Fee \$25.00**

<b>1 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 Participating Event(s)</b>	<input type="checkbox"/> Street Faire <input type="checkbox"/> 4th of July <input type="checkbox"/> Other (please specify) <input type="checkbox"/> Farmer's Mkt <input type="checkbox"/> Taste of Louisville	
<b>Business Description:</b>		
<b>Federal Tax I.D</b>	_____ - _____	
<b>Colorado State Sales Tax #</b>	_____ - _____	
<b>Please select <u>one</u> 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 \$2,857 in sales or more/mo	<input type="checkbox"/> Quarterly \$2,857 in sales or less/mo
<b>Event Participation Months</b>	<input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> June <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sept <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec	
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 online 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>

# 2017 Louisville Downtown Street Faire

## ZERO WASTE INFORMATION

### The Business Case for Zero Waste

*Zero Waste is a strategy modeled on nature's self-sustaining systems. Waste prevention starts with sustainable production. By using recyclable and compostable materials during an event, everybody from the planner to the consumer can participate and feel good about being a part of our world's environmental sustainability.*

*More event planners and businesses each day are realizing they have a tremendous opportunity to positively impact their communities and become environmental leaders.*

*Zero Waste does not only have a positive impact on the environment, it also has a positive impact on the event!*

### Planning a Zero Waste event can:

- ◆ Promote a positive image
- ◆ Increase visibility
- ◆ Increase participation and turnout
- ◆ Build community
- ◆ And increase profits

*People love environmentally sustainable solutions!*

*Thanks to Eco-Cycle, the Lyons Chamber of Commerce, the Evergreen Alliance for Sustainability and the City of Oakland for these suggestions.*

## Zero/Waste Event

### PLANNING

...for events 10-150 people

### Planning for Zero Waste

**Organizing** a Zero Waste event is a great way to be active in the environmental community. A Zero Waste event can be organized to be not only sustainable, but also cost effective.

#### Zero Waste activities include:

- ◆ Recycling
- ◆ Composting
- ◆ Reducing packaging
- ◆ Reusing materials
- ◆ Raising public awareness

**Careful planning** is the key to executing a Zero Waste event. Simply evaluate the necessary materials to be used and disposed of at the event, then implement recyclable or compostable alternatives. Simple solutions such as compostable or reusable cups, utensils and plates can make an enormous impact on the waste generated by an event.

**There's no need for a trash can!** If you plan for sustainable waste, then only recycling and compost are necessary. After the event every guest, employee and volunteer can be proud to be an environmental steward.

