

**2010 LOUISVILLE DOWNTOWN STREET FAIRE VENDOR APPLICATION AND RELEASE FORM  
Walnut & Front Streets – Louisville, CO**

Dear Street Faire Participant:

The Street Faire will be held every **FRIDAY EVENING** beginning **JUNE 11<sup>th</sup>** and continuing through **AUGUST 13<sup>th</sup>, 2010**. **NO STREET FAIRE ON July 2nd.** The hours of operation will be **5:00 PM – 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 4000-5000 people visit the Street Faire every Friday night.

**FOOD VENDOR REQUIREMENTS:** All Food Vendors must complete this application, including the “Release of Liability and Indemnification” Agreement on the 2<sup>nd</sup> page, and return along with your **check to Louisville DBA in the amount of:**

**\$750 for all 9 weeks      \$500 for 5 weeks      \$150.00 for one night at a time.**

**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. Fees: \$95 five nights \$150 nine nights**

**Non FOOD VENDOR REQUIREMENTS:** All Vendors must complete this application, including the “Release of Liability and Indemnification” Agreement on the 2<sup>nd</sup> page, and return along with your **check to Louisville DBA in the amount of:**

**\$400 for all 9 weeks      \$250 for 4 weeks      \$85.00 for one night at a time.**

**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. Fees: \$95 four nights \$150 nine nights**

**Please phone with any questions.**

Completed application, indemnification and fee must be **returned no later than May 15th 2010** 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.**
- The Faire ends at 9:00 PM. 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.

**FOOD VENDORS: MUST CALL David Baum, Boulder County Health Dept (303-441-1188), before being considered as a food Vendor and provide the DBA with proof of Health Department permit prior to May 28, 2010.**

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

Please be specific in listing the type of product, activity, food, etc. available at your booth:

\_\_\_\_\_

**Please indicate by circling the weeks you would like to be scheduled:**

all 9 weeks    1<sup>st</sup> 5 weeks    last 5 weeks

**Do you wish to be considered for electricity?      NO      YES**

**I’ve included my insurance certificate: \_\_\_\_\_**

**You will have to be approved and an additional fee is required. Fees: \$95 five nights \$150 nine nights**

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

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

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

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

Cell \_\_\_\_\_ Email: \_\_\_\_\_

If you have any questions contact Kay Gazaway at: [louisvillesummerevents@gmail.com](mailto:louisvillesummerevents@gmail.com) or 303-588-9432

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 RETURN THIS APPLICATION WITH CHECK PAYABLE TO LOUISVILLE DBA:**

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

Please do not write below this line

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Check received: Y N amount: \$ Booth #

***Release of Liability and Indemnification Agreement - 2010***

**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 2010, 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, it’s 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, acknowledge 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 Fair 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 \_\_\_\_\_ 2010

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

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