



Fee Rec'd: \_\_\_\_\_  
Insurance: \_\_\_\_\_  
Completed App: \_\_\_\_\_  
Sales Tax: \_\_\_\_\_

## BOOTH VENDOR/EXHIBITOR APPLICATION AND AGREEMENT

2019 FUNC Fest | Friday, August 9, 5 PM - 10 PM  
Saturday, August 10, 10 AM - 10 PM

Event Site: Riverbottom Park, 205 Apollo Road, Montrose, CO

**DEADLINE: Thursday, July 25, 2019 at 6 PM**

NAME OF ORGANIZATION/INDIVIDUAL

EMAIL ADDRESS

REPRESENTATIVE/CONTACT PERSON

MAILING ADDRESS

CITY

STATE

ZIP

PHONE

### PLEASE NOTE

#### 1. Taxes

- **City:** ALL vendors are required to collect and remit sales tax to the City of Montrose (call 970.240.1465 for information).
  - Sales Tax ID Number (commercial) \_\_\_\_\_
  - \_\_\_\_\_ No license number
- **County and State:**
  - Please see item #8 of this agreement for more information.
  - Nonprofits: please see additional information (attached)

2. All vendors must provide a certificate of insurance in the amounts of \$150,000 per person, and \$600,000 per occurrence naming the City of Montrose, its officers, agents, and employees as additional insureds.
3. It is the vendor's responsibility to provide for any electrical needs.

Please Initial Applicable Category Below:

#### MERCHANDISE/SALES

- a. Booth vendor zones are outlined in the map. Booth locations will be assigned first come, first served.
- b. Booths will be assigned a 10'x10' space; the front must touch/about the edge/border of the concrete path. (Tents and equipment is the responsibility of the vendor.) Booth placement footprints will be outlined prior to event. Please setup within the outlined locations in your vendor zone.
- c. A 10'x20' space immediately behind the booth will be provided for additional dedicated vendor use.
- d. No vehicles/trailers will be allowed in the vendor area for the duration of the event.

Setup/Teardown

- a. Set up between 8-10AM; vendors must have booth in place by 10 AM.
- b. Vehicles/trailers must be removed from all vendor areas by 9:30 AM.
- c. Vendors shall not close booths earlier than 5 PM.
- d. Event staff can assist with unloading/loading upon request.

Vehicle Restrictions and Vendor Parking Areas

- a. Vendor parking areas will be established to provide the most convenience possible.
- b. Remove vehicles/trailers to designated parking areas as soon as possible during set up and no later than 9:30 AM.
- c. Vehicle traffic and parking is prohibited in the event site for the duration of the event.

Signage and Advertising

- a. All signage and advertising materials must be displayed within the assigned booth/vendor area.
- b. Materials displayed outside of this area will be confiscated.
- c. Vendors are responsible for the safekeeping of their own equipment and materials.

**FOOD & BEVERAGE/ALCOHOL**

If applying for a concession with the intent of selling food, contact Jim Austin (970.252.5067 or [jaustin@montrosecounty.net](mailto:jaustin@montrosecounty.net)) with Montrose County Health and Human Services for assistance and information regarding any leasing requirements and/or necessary fees.

Booth vendor zones are outlined in the map. Booth locations will be assigned first come, first served within the vendor zone.

Setup/Teardown

- a. Set up between 3 PM – 5 PM (Friday, August 9th); vendors must have booth in place by 5 PM (Fri.) and 10 AM (Sat.)
- b. Vendors shall not close booths earlier than 8 PM (Both Fri. and Sat.)
- c. Event staff can assist with unloading/loading upon request.

Vehicle Restrictions and Vendor Parking Areas

- a. Vendor parking areas will be established to provide the most convenience possible.
- b. Vehicle traffic and parking is prohibited in the event site for the duration of the event.
- c. Only vehicles used for the preparation of food/beverages are allowed within the vendor area.

Signage and Advertising

- a. All signage and advertising materials must be displayed within the assigned booth/vendor area.
- b. Materials displayed outside of this area will be confiscated.
- c. Vendors are responsible for the safekeeping of their own equipment and materials.

**NONPROFIT (see #11)**

**NONPROFIT (providing only giveaways, educational material)**

10'x10' booth (provided by vendor) or 8' table under tented area (for nonprofits only).

Setup/Teardown

- a. Set up between 8-10 AM; vendors must have booth in place by 10 AM.
- b. Vendors shall not close booths earlier than 5 PM.
- d. Event staff can assist with unloading/loading upon request.

Vehicle Restrictions and Vendor Parking Areas

- a. Vendor parking areas will be established to provide the most convenience possible.
- b. Remove vehicles/trailers to designated parking areas as soon as possible during set up and

no later than 9:30 AM.

c. Vehicle traffic and parking is prohibited in the event site for the duration of the event.

#### Signage and Advertising

a. All signage and advertising materials must be displayed within the assigned booth/vendor area.

b. Materials displayed outside of this area will be confiscated.

c. Vendors are responsible for the safekeeping of their own equipment and materials.

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#### **TRADE PARTNER**

**(Business or entity that provides free equipment, fee-free activities or services that support the overall theme of the event. Trade Partners do not sell merchandise at the event. Trade partners provide own staff/volunteers at event):**

a. Booth vendor zones are outlined in the map. Booth locations will be assigned first come, first served.

b. Booths will be assigned a 10'x10' space; the front must touch/about the edge/border of the concrete path. (Tents and equipment is the responsibility of the vendor.) Booth placement footprints will be outlined prior to event. Please setup within the outlined locations in your vendor zone.

c. A 10'x20' space immediately behind the booth will be provided for additional dedicated vendor use.

d. No vehicles/trailers will be allowed in the vendor area for the duration of the event.

#### Setup/Teardown

a. Set up between 8-10 AM; vendors must have booth in place by 10 AM.

b. Vehicles/trailers must be removed from all vendor areas by 9:30 AM.

c. Vendors shall not close booths earlier than 5 PM.

d. Event staff can assist with unloading/loading upon request

#### Vehicle Restrictions and Vendor Parking Areas

a. Vendor parking areas will be established to provide the most convenience possible

b. Remove vehicles/trailers to designated parking areas as soon as possible during set up and no later than 9:30 AM.

c. Vehicle traffic and parking is prohibited in the event site for the duration of the event.

#### Signage and Advertising

a. All signage and advertising materials must be displayed within the assigned booth/vendor area.

b. Materials displayed outside of this area will be confiscated.

c. Vendors are responsible for the safekeeping of their own equipment and materials.

d. Event staff can assist with unloading/loading upon request.

## AGREEMENT:

1. Indemnification: To the fullest extent, the Vendor/Exhibitor shall indemnify and hold harmless the City of Montrose and its elected and appointed officials, officers, employees, volunteers, and agents from and against any and all losses, damages, liabilities, claims, suits, or actions made or asserted for any damages to person or property arising out of or in any way connected with Vendor/Exhibitor participation in the above named event. The Vendor/Exhibitor's obligation to indemnify pursuant to this paragraph shall survive the termination of this Agreement.
  2. Non-Assignment: The services agreed to herein are personal to Vendor/Exhibitor. Vendor/Exhibitor shall not transfer or assign this Agreement to any other individual or entity without the prior written consent of The City of Montrose.
  3. Supersedes: This Agreement supersedes all previous communications, negotiations, and/or contracts between the respective parties hereto, either verbal or written, and the same not expressly contained herein are hereby withdrawn and annulled.
  4. Governmental Immunity: Nothing in this Agreement is or shall be construed to be a waiver by The City of Montrose of the provisions of the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 *et. Seq.*) or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now or hereafter amended.
  5. Jurisdiction: This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue of any suit, right, or cause of action arising under, or in connection with this Agreement shall be exclusive in Montrose County, Colorado.
  6. Conduct: The Vendor/Exhibitor shall conduct the operation of the exhibit, display, or concession in a quiet and orderly manner at all times and shall keep the exhibit display area neat, clean, and free from rubbish. Each Vendor/Exhibitor is responsible for the proper disposal of all waste products. All garbage and refuse must be secured in plastic bags before depositing in the trash containers located throughout the area. The 5' space immediately surrounding any concession booth must be kept clean at all times by the user of the concession. Violation of these rules may result in loss of booth space and privileges. Violators may be expelled from the grounds. No refund of booth rental will be authorized under such circumstances.
  7. Licenses and Certificates: All required licenses and certificates must be current and in good standing.
  8. Taxes: All booths making sales on the grounds are required to have a sales tax license. Applications are available through the Colorado Department of Revenue.
  9. Policies and Procedures: The City of Montrose Policies and Procedures, as applicable, are incorporated herein by reference, and made a part of this Agreement.
  10. Violation of Rules: Failure to comply with these rules and regulations may result in immediate loss of booth space and privileges. Violators may be directed to remove their booth materials and property from the event site. No refund of booth fees will be made under these circumstances.
  11. Space Available: There is limited space available for both Commercial and Non-Commercial Vendors and/or Exhibitors at Riverbottom Park. Application for a Vendor/Exhibitor Booth for this event in no way guarantees City approval for commercial or non-commercial, vendor or exhibit space on City property. The Montrose Municipal Code, Chapter Title 9, Chapter 8 makes it unlawful for any person to use public property for private use. Applicants may not operate without first obtaining final approval from the City of Montrose.
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This Agreement must be approved by the City of Montrose (and County, for sellers of food) prior to its effectiveness.

I have read and understand this Agreement and attachments, and agree to abide by them in full.

CITY OF MONTROSE

ORGANIZATION OR INDIVIDUAL

\_\_\_\_\_  
\_\_\_\_\_  
(name) (title)

\_\_\_\_\_  
\_\_\_\_\_  
(name) (title)

**Questions?**  
**Contact Community Events Coordinator Alexis Foran**  
**970.240.1402**  
AForan@ci.montrose.co.us

**RETURN COMPLETED APPLICATION TO:**

The Montrose Visitor Center, Attn: Alexis Foran  
Community Events Coordinator  
107 S Cascade Ave.  
Montrose, CO 81401

**OFFICE USE ONLY**

DATE REC'D:  
SELLER OF FOOD; COUNTY APPROVAL RECEIVED: Y or N

APPROVAL DATE:

\_\_\_\_\_  
CITY OF MONTROSE SALES TAX LICENS NO.:

DATE INSURANCE CERTIFICATE REC'D: