



2008 HOLIDAY MARKET RULES AND REGULATIONS FOR VENDORS

PRODUCT:

- During the Market (“event”) the inclusion of any work in the booth may be deemed ineligible if: 1) it has insufficient work by hand, 2) made from inappropriate or protected natural materials, 3) is technically insufficient, 4) is rude or lewd, 5) not acceptable for the environment and, 6) does not fit the focus of the event marketing program.
- Crafts identified as Native American but not made by Native Americans. (The Indian Arts and Crafts Act of 1990 makes it illegal to sell, or display for sale, any product not made by Native American Indians in a way that falsely suggests it was. If submitting Native American work, please submit a copy of your membership card in a federally recognized Indian tribe, band, nation, or organized group or community, with your entry for authenticity purposes.
- The sale, display, or distribution of merchandise that infringes upon copyrighted designs or materials or bears counterfeit trademarks are strictly prohibited.
- Only those products listed on the original application will be allowed for sale. The Market Manager must approve any additional items in advance.

BOOTH SPACE:

- All Market vendors are responsible for supplying their own complete set up including equipment, whether inside or outside, and breakdown. (Tables and chairs are available for rent.)
- Two vendors per booth will be admitted free of charge.
- Vendors may not use their spaces as to interfere with or jeopardize the health or safety of other vendors or patrons.
- Market vendors will not be allowed to have easy-up tents or awnings in the building.
- All assignments of booth space are permanent. No last minute changes will be allowed.
- No pets or live animals are allowed, except service animals.

FACILITY:

- All vendors are responsible for cleaning up around their space during the event. All trash is to be hauled out by vendor.
- Advance notice must be given if the vendor requires electrical power.
- The City of Fort Collins shall have the right to enter the spaces at all times for the purpose of: 1) inspecting the spaces and all property and, 2) at all reasonable times for making repairs, additions or alterations to the spaces.
- All walkways and driveways are emergency lanes and must remain clear of merchandise. Vendors are required to stay within their allotted spaces.
- No bicycles, motorbikes, motorcycles, skateboards, roller skates or roller blades may be ridden in the selling area of the Market.
- Vendors agree not to store any gasoline, petroleum, explosives or any other dangerous items or noxious products in the spaces.

SALES TAX:

- Taxpayer identification will be checked when you are checking in.
- All vendors are responsible for the payment of their own taxes, whether it is to the City, County or State.

FOOD:

- Positively no alcoholic beverages may be brought in by patrons or vendors to be consumed, sold or given away.
- The City of Fort Collins reserves the right to restrict the sale, display, or distribution of any printed material, photographs, books, magazines, pictures or other representations.
- Vendors shall not sell or display drug-related paraphernalia, guns, ammunition or explosives. No person, except security personnel and peace officers in the performance of their duties, will carry firearms on the Market site. No games of chance, skill, raffles, lotteries, auctions, or psychic readings may be conducted by the vendor on site without prior written consent from the City.
- Due to laws restricting the sale of cigarettes to minors, the sale of cigarettes or tobacco products will not be allowed.
- All food and drink sales, sampling and giveaways, must be approved in advance.

INDEMNITY:

- The City of Fort Collins and agents shall not be responsible for or liable to vendor for any loss or damage that may result to vendor or his or her property from water, fire, explosion, theft, or from any source or any cause whatsoever.
- The performance of any of the covenants herein contained, or to recover damages for breach of this Agreement of any part thereof the City of Fort Collins shall recover, in addition to the relief demanded, all court costs and attorney's fees.
- If repairs are required to the facility, the City of Fort Collins shall be responsible for making such repairs.
- If repairs are necessitated due to negligence of the vendor, vendor's family members, vendor's employees, or guests of the vendor, the vendor shall pay all charges (other than normal wear and tear). In no event shall the vendor make the repairs themselves. Any vendor who causes damage or destruction to the space and/or facility will be asked to leave immediately.
- Vendor agrees to, and shall save harmless and indemnify Fort Collins Senior Center Expansion Committee and the City of Fort Collins, its successors and its assigns, against any and all damages resulting from any act, omission or condition created by or arising from the conduct of vendor, vendor's guests, members of vendor's family, or vendor's employees, agents, or contractors, or as a consequence of any product sold or representation made by vendor or its agents at the event site, whether based upon negligence, product liability, or any other legal theory, or for any and all debts, liabilities, chooses in action or claims of any nature against the event or its landlord, absolute or contingent together with all expenses and legal fees which may be incurred to compromise or defend such debts, liabilities, chooses in action, or claims.
- Vendor shall at his or her sole cost and expense, promptly comply with all laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the Market space, and shall conduct himself or herself at all times in an acceptable manner. If vendor fails to conduct him/herself in an acceptable manner, as deemed appropriate by the Market Manager, then the vendor will forfeit all monies paid and be ejected from the remainder of the event.

OFFICE COPY RETURN THE DAY OF THE MARKET AT CHECK IN.

I have read and agree to the above Holiday Market
Rules and Regulations for Vendors for the Holiday Market 2008.

Signature: _____ Date: ____ / ____ / 2008