



2019 Colorado Dragon Boat Festival Taste of Asia Food Vendor Agreement

Between

Dragon 5280 dba Colorado Dragon Boat Festival

And

[Insert Name of Org Here]

[Booth Size: \$Booth Fee]

This will confirm the terms and conditions on which **[Organization Name]**, (hereafter referred to as the “Vendor”) has agreed to the opportunity to serve as a vendor with rights to vend/sell products agreed on by the Colorado Dragon Boat Festival (hereafter referred to as “CDBF”), a Colorado 501(c)(3) nonprofit organization.

****NOTE: This contract must be returned by June 21, 2019 along with your booth fee and damage deposit to secure your space. If this Agreement and fees are not received by the date requested, the CDBF shall have the right to assign the space to other Vendors.**

Describe your organization/business for the website and event program in 30 words or less:

Menu approved by the CDBF Selection Committee:

1. The Vendor shall use its best efforts to conduct and promote the festival to take place on July 27 & 28, 2019 at Sloan’s Lake Park in Denver, Colorado (hereafter be referred to as “Festival”).
2. **Term.** The term of service for this Agreement is for July 27-28, 2019 from 10am-7pm on Saturday and 10am-5pm on Sunday. The Vendor has read and understood this Agreement and agrees to the terms and conditions set forth herein as provided by CDBF. The Vendor will operate the booth at CDBF only in conjunction with the 2019 CDBF at the assigned vending location and **shall have the space set up and completed no later than 9:00 a.m.** on the opening day of the festival and may begin closing the booth no earlier than the end of each Festival day. Vendors must vacate the property **no later than 8:30pm** on Sunday, July 28, 2019. The Vendor agrees to sell, distribute, and/or provide only those products agreed on by CDBF. Such products will remain in the booth at all times. CDBF retains the exclusive rights to manage, sell, and serve all beverages, including water unless otherwise agreed upon by CDBF; **Vendors are prohibited from selling or distributing any types of beverages, including water.** The Vendor may not request or solicit donation/tips at the Festival. Vendor is not permitted to assign to, sublet, or share its space with any third party.
3. **Indemnification.** The Vendor shall be fully responsible for its merchandise, products and any personal property or items brought into the festival grounds. The Vendor shall indemnify CDBF and hold harmless, its officers, directors, employees, agents, volunteers, or affiliates from any injury, damage, claim, loss, expenses, or cause of action arising out of or in connection with acts or omissions of the Vendor under this Agreement, and shall reimburse CDBF for any costs, including reasonable attorney’s fees, incurred in defense against any such claim.

4. **Dispute Resolution.** The parties agree that any dispute arising out of or in any way related to this agreement that cannot be resolved by negotiation of the parties shall first be submitted to mediation for resolution. The parties shall mutually agree on a mediator to hold a mediation to try to resolve their disputes. Any dispute unresolved by mediation shall be subject to resolution by final and binding arbitration in accordance with the arbitration rules and practices of the American Arbitration Association as shall be from time to time in force and shall be subject to the provisions of the Uniform Arbitration Act as adopted and codified at C.R.S. 13-22-201 et seq. The venue for any such mediation or arbitration shall be Denver, Colorado. In the event of any arbitration, the arbitrator shall award the prevailing party its costs and reasonable attorney's fees incurred.
5. **Relationship of Parties.** This agreement does not constitute a partnership or joint venture or principal-agent relationship between the Vendor and CDBF. The Vendor shall have no direction and control over CDBF employees, agents, subcontractors, volunteers, or the manner and method utilized by CDBF to produce the event. CDBF shall determine and have sole discretion over the manner and methods to achieve the objectives of the event and shall be solely responsible for the direction, control, and supervision of its acts and those of its agents, employees, volunteers, and subcontractors. The Agreement may not be assigned by either party without the prior written approval of the other party.
6. **Force Majeure.** CDBF makes no representation or guarantees towards financial success or failure at the Festival. Vendor understands that any delay or failure in the performance by CDBF hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes that prevent CDBF from performing its obligations under this Agreement, and other like events that are beyond the reasonable anticipation and control of CDBF affected thereby, despite CDBF's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to CDBF's failure to perform its obligations under this Agreement.
7. **Colorado Law.** This Agreement shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith including but not limited to these items:
 - i. **Taxes.** Vendor shall be responsible for the collection and payment of all sales and use taxes and shall not hold CDBF, its directors, officers, employees, or agents responsible for the payment of any and all applicable federal, state, and local taxes.
 - ii. **Permits and Licenses.** Vendor is responsible for compliance with all federal, state, city, and local ordinances, rules and regulations, and shall be responsible for obtaining all necessary permits, licenses, and certification, including but not limited to Colorado and Denver Sales Tax licenses.
8. **Amendment.** This Agreement may be only amended or altered at any time, in whole or in part, through a written instrument setting forth such changes, signed by all of the parties.
9. **Effect of Agreement.** The terms of this agreement are final, and supersede any oral or written communications or agreements made prior or hereafter to signing of this agreement.
10. **Liability Insurance.** Vendor shall obtain general liability insurance of no less than \$1,000,000, naming the Colorado Dragon Boat Festival as an additional insured and provide a copy to CDBF. Vendor shall be responsible for obtaining and providing its own Worker's Compensation Insurance. Vendor, its officers, directors, employees, agents, contractors and affiliates are not entitled to Worker's Compensation from CDBF. Upon CDBF's request, Vendor shall present proof of Worker's Compensation Insurance.

11. **Booth Fee.** Vendor shall pay CDBF a booth fee per the published rate and a damage deposit of \$200. The damage deposit is to be returned if no damages were incurred after the post walk-through after the festival. All checks are payable to the Colorado Dragon Boat Festival (Federal Tax ID # 84-1601703).
12. **Commission.** Vendor shall pay a fee to CDBF for being permitted to sell its products, items and/or services pursuant to the terms of this Agreement. Additionally, Vendor shall pay CDBF a ten percent (10%) commission of Vendor's gross daily sales as calculated pursuant to the attached Schedule A, *Report of Daily Gross Sales*. The summary of Vendor's daily gross sales and the commission due to CDBF, in similar form as provided in Schedule B, shall be submitted to CDBF along with the appropriate commission payment, in cash or check, by the close of each day of the festival. Any payment not made at the end of each festival day shall be deemed late and incur a late fee of \$75.00. Additionally, any fees or commissions not paid when due shall incur interest at the rate of twelve percent (12%) per annum.
13. **Vendor Orientation.** The Vendor must agree to attend a mandatory orientation at which they will be informed of all necessary set-up, tear down, serving and sanitation procedures. **The MANDATORY vendor orientation will be on TBD at the Daniel's Fund Office Building, 101 Monroe St., Denver, CO 80206.**
14. **Refund.** All cancellation shall be made in writing and received by CDBF on or before the cancellation date and time. Any cancellation notice received by CDBF after the Final Cancellation date, as identified below, shall not be entitled to a refund of fees or monies paid to CDBF. All refunds shall be issued by check within sixty (60) days of the cancellation notice. If payment was made via PayPal or credit card, the credit card convenience fee shall not be refunded.

The Vendor shall be entitled to a refund less a \$50.00 cancellation fee pursuant to the refund schedule as listed:

Refund Amount	Cancellation Time and Date
100% Refund less \$50	June 15, 2019
50% Refund less \$50	June 30, 2019 (Final Cancellation)

15. **Vendor Space, Equipment, and Personal Property.** CDBF is not responsible for furnishing any equipment to or for the Vendor unless otherwise provided under this Agreement. It is the sole responsibility of the Vendor to provide its own equipment, including but not limited to, tent, tables, chairs, etc. CDBF shall not be responsible for any loss, theft, or damage to equipment, personal property, or any other items belonging to the Vendor left at the Festival grounds. Vendor shall be responsible for maintaining and fully staffing its assigned space and shall keep the space free of trash, litter, and other refuse at all times. Vendor shall not be permitted to store any supplies, equipment, or inventory outside of its assigned space(s). Vendor shall be responsible for any damages to the grounds or other City and public and private property. Failure to adhere will result in, at the sole discretion of CDBF, the loss of damage deposit in addition to potential charges to repair or correct the damages. Vendor is responsible for returning the designated space to its original physical condition.
16. **Electricity Requests.** Vendor agrees to purchase electrical service, if necessary, from CDBF. There will be no electricity, generators, trailers, vans, or other such mechanical devices allowed unless approved by CDBF and designated in writing as part of this Agreement. Vendor is responsible for supplying all cables and extension cords of the proper type and is also responsible for all costs associated with electrical use that exceed the initial purchase order. Additional power cannot be guaranteed. Electrical use evaluation will be taken onsite and Vendor will be billed for any additional power used at the Festival. No other form of generator or electrical service other than that provided by CDBF is permitted. Please refer to *Electricity Order Form*.

17. **Grease.** CDBF is not responsible for the disposal of grease. Vendor must properly dispose of all grease. No dumping in storm drains, grounds, sewers, or the lake is allowed.
18. **Menu Review.** All food items to be sold by Vendor shall be reviewed and approved by CDBF. All licensing must be completed three days before the first day of the festival; otherwise Vendor, at CDBF's sole discretion, will not be permitted to operate.
19. **Conduct.** Vendor, its employees and agents agree to interact with guests, staff, volunteers, and all persons associated with the festival in a respectful manner at all times. Vendor shall not use or bring onto Festival grounds firearms, or alcohol or other controlled substances, including marijuana, while participating in any capacity with the Festival. Vendor shall remain free from the influence of such substances at all times, and shall maintain acceptable personal hygiene. Vendors shall not engage in any behavior that is determined to threaten the safety of anyone participating in the festival in any capacity, or disrupt or interfere with the right of anyone associated with the Festival to conduct appropriate business or freely enjoy the Festival.
20. **Non-Discrimination.** CDBF will not tolerate any form of discrimination based on age, ancestry, creed, color, citizenship, national origin, physical or mental disability, race, religion, sexual orientation, gender identity/expression, HIV/AIDS status, marital status, veteran status, or any other protected classification in accordance with state, federal and municipal laws. Any act to the contrary by the Vendor, its officers, directors, employees, agents, or affiliates, shall be considered as a breach under this Agreement.
21. **Violations.** Upon breach by Vendor of any term of this Agreement, CDBF shall have the right to pursue remedies afforded under the law, including but not limited to:
 - i. Immediately terminate this Agreement;
 - ii. Require Vendor to immediately cease its operations and vacate the festival; and
 - iii. Forfeit any and all fees paid to CDBF under this Agreement.
22. **Severability.** If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in the Agreement.

If this accurately sets forth our Agreement, please sign below and return per the instructions below.

Sincerely,
Sara Moore
Executive Director
Dragon 5280: Colorado Dragon Boat Festival

VENDOR

By: _____

By: _____
(Printed Name)

Date: _____

Signature: _____

Sara Moore, Executive Director
Colorado Dragon Boat Festival
3000 Youngfield St., Ste. 350
Wheat Ridge, CO 80215
P: (303) 953-7277

Date: _____

Organization: _____

Address: _____

EIN or SSN: _____

Phone: _____

Email: _____

*******SUBMISSION OF FORMS AND FEES**

Submitting Forms - We ask that all documents/forms are submitted via the online portal. No need to mail forms! Simply complete/sign the forms, scan and upload them to your google drive portal that will be provided.

Submitting Fees – There are 2 options for making payments.

Option 1 - Make payment of all fees via credit card via square invoice.

Option 2 – Mail checks, made payable to Colorado Dragon Boat Festival, to:

Colorado Dragon Boat Festival
Attn: Marketplace
3000 Youngfield Street, Suite 350
Wheat Ridge, CO 80215

- Please send two checks (1 for the damage deposit, 1 for booth and total fees)

Complete and submit forms and payments by JUNE 21, 2019

Schedule A
Report of Gross Daily Sales & Commission from TASTE OF ASIA FOOD VENDORS
due to Colorado Dragon Boat Festival

THIS IS AN EXAMPLE OF THE FORM THAT WILL BE DISTRIBUTED TO
TASTE OF ASIA FOOD VENDORS EACH DAY.

THIS FORM DOES NOT NEED TO BE RETURNED
WITH THE SIGNED AGREEMENT.

1. Enter gross sales for the day on Line 1. This is the total amount of money you took in that day. Cost of supplies, personnel, etc. may NOT be deducted from the gross sales amount.
2. Divide amount on line 1 by 1.078. This gives you the amount of net sales (gross sales minus sales tax) for that day. Enter this amount on line 2. If you have a sales tax exemption number (IC number) write it on that line. (Sales tax will be determined by subtracting the amount on line 2 from amount on line 1. This will be the amount of sales tax you must pay to the tax commission for that day's sales.)
3. Multiply line 2 (net sales) by .10 (10%) to determine the commission you owe the Festival. Enter this amount on line 3. Submit cash or check for this amount.

This daily report is required for each day of the Festival regardless of sales and must accompany the total commission payment. Please note this commission amount must be submitted in cash or check. Any payment not made at the end of each festival day shall incur a late charge of \$75.00. Additionally, any fees or commissions not paid when due shall incur interest at the rate of twelve percent (12%) per annum.

Date _____ Culinary Vendor _____

1. Gross Sales
\$ _____

2. Net Sales
\$ _____
(Divide line 1 by 1.078)

3. Commission Due Festival
\$ _____
(Multiply line 2 by .10)

I hereby certify that the above report of sales is a true and accurate accounting of the total sales for my concession at the Colorado Dragon Boat Festival on _____.

Authorized Signature _____