

## Vendor Rules & Regulations

**LOCATION & DIRECTIONS:** Take I-70 West or East to Gypsum, CO. Take EXIT 140 and travel south through the roundabout continuing under the railroad tracks. Turn right on Valley Road. Farmers Market is in the west Rec Center parking lot.

### VENDOR CHECK IN

Contact Krista DeHerrera for check in when you would like to arrive for set-up. We will meet you there and get you set-up with electricity if you purchased it. Your designated booth space will be the same for the remainder of the summer.

#### Sales dates:

Fridays June 15 – September 14, 2018 (excluded date: Friday July 20, 2018 for Gypsum Daze)

Foodie Fridays w/ beer garden, live music & kids activities:

June 29, July 27, Aug 24, September 14

\*\* If you wish to be a Gypsum Daze Food vendor (July 20 & 21, 2018), go to [www.gypsumdaze.com](http://www.gypsumdaze.com)

### GENERAL VENDOR GUIDELINES:

1. Vendors are required to have exterior extension cords. If 50 amp or 30 amp circuit s required, it MUST be a twist lock cord.
  2. Vendors are to keep their booth areas clean and attractive at all times.
  3. The event is held outside, so suitable protection from the sun, wind and rain is suggested.
  4. There are no refunds for weather.
  5. No tent stakes are allowed on asphalt. All tents must be anchored by at least 20lb weights on each corner post.
  6. Following a sales day, vendor space must be clean and returned to original state. All trash to be disposed of in dumpsters provided. All cardboard disposed of in marked dumpster located near US Bank off of Oakridge Dr. All grease to be taken with you daily. All grey water disposed of in grey water barrel located outside town hall.
1. **Each food vendor who is cooking or warming food must have at least one 2A-10-BC fire extinguisher (a 5 lb. dry chemical) in their booth. Please show your fire extinguishers to the event coordinator during the first set-up.**
  2. **Electricity** has been included in your booth fee but it is **limited to your approved application's allotment**. If you require more than your original allotment, the request must be made in writing to [kdeherrera@townofgypsum.com](mailto:kdeherrera@townofgypsum.com).
  3. **Health regulations:** All vendors are required to comply with Colorado State, Eagle County and Federal Health Food truck and/or grocery code. If the Health Department finds your booth in violation, Town of Gypsum is held harmless. Further, if your booth is shut down, vendor fees are not refundable.

### REGULATIONS AND LIABILITY

- ✓ **Refunds** - No refunds will be given in case of rain. No refunds are given if vendor is expelled for not following rules and regulations of the event. Absolutely no refunds are given after July 8, 2016 for cancellation.
- ✓ **NSF check fees** are an additional \$25 to cover bank fees.
- ✓ **Taxes** - VENDORS are required to collect **7.4% sales tax**, 3.0% for Town of Gypsum, 1.5% for Eagle County & 2.9% for State. A list of all participants will be submitted to Eagle County and the State of Colorado for tax collection purposes. We will provide tax collection information and the website where you can submit following the event.
- ✓ You must have a local **business permit** through the Town of Gypsum.
- ✓ **Liability** - VENDOR shall indemnify and hold Town of Gypsum and Town of Gypsum staff, volunteers, the Gypsum Chamber of Commerce and Ridley's Market harmless from any claim or cause of action arising out of or in connection with the acts or omissions of VENDOR under this Agreement, and shall reimburse Town of Gypsum for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim in addition to any other remedy available to Town of Gypsum.
- ✓ **Loss or Theft** - All work is displayed/sold at the risk of the VENDOR. The organizers of the event are not responsible for loss, theft or damage to any, display facilities or person.
- ✓ **Resolution of Disputes** - In the event of a dispute arising in any manner as a result of, or in any way related to this Agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party shall be rewarded reasonable attorneys' fees and costs including arbitration fees incurred as a result of said dispute.
- ✓ **Agreement Modifications** - No prior or present Agreements or representations shall be binding upon any of the parties hereto unless incorporated in the Agreement. No modifications or changes in the Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound hereto.
- ✓ **Violations** - VENDOR acknowledges that a breach of any of the terms of this Agreement may result in the termination of this Agreement and the preclusion of the VENDOR's participation from Town of Gypsum without a refund of fees.
- ✓ **Governing Laws** - This Agreement shall be governed by the laws of the State of Colorado, and the health, sanitation and fire regulations of Town of Gypsum and Eagle County.
- ✓ **Any participant not observing event rules will be subject to removal from the event, with all fees forfeited.**

#### Questions?

Krista DeHerrera, Town of Gypsum Event Coordinator

Office: 970-524-1727, Cell 970-376-4393 or [kdeherrera@townofgypsum.com](mailto:kdeherrera@townofgypsum.com)