

Lakewood's Big Boom Bash



Wednesday, July 4, 2018 | 5:30 p.m. – 9:30 p.m.
Weather Date: Thursday, July 5
Jeffco Stadium | 500 Kipling Street, Lakewood, CO 80226

Vendor Application (Deadline: May 31, 2018)

Celebrate the 4th of July at the City of Lakewood's new fireworks event, Big Boom Bash. The event includes live entertainment, children's activities, a beer garden, food trucks — all of which is free to the public.

ZERO WASTE PROGRAM

The 4th of July will be a "Zero Waste Event." The City of Lakewood takes a very proactive and committed stance regarding environmentally sound practices. The purpose of the City's zero waste program is to utilize reusable, recyclable and compostable materials wherever possible and to minimize, with the goal of eliminating completely, the amount of waste generated by the event. Accordingly, all vendors **are required** to use less packaging, and recyclable/compostable packaging whenever possible. Zero Waste Stations will be located throughout the event to allow you to properly sort and dispose of your waste. Please see "Zero Waste Guidelines" for details.

SELECTION PROCESS

Up to twenty-five (25) vendors will be accepted into the event. Acceptance will be based on a **first-come (first-paid), first-considered basis as space allows in the respective vendor categories**. Lakewood will do its best to limit similar display booths and the sale of similar items, so submit your application early. All vendors must follow and respect any site or sponsor agreements set by the Community Events Coordinator. PLEASE NOTE: this is a City of Lakewood sponsored event.

BOOTH SETUP

Each vendor shall be provided with a ten-foot (10) by ten-foot (10) ground space on natural grass. Vendors must provide their own display system including tent/canopy, tables, chairs and tent weights. Display units should be designed for outdoor use, capable of withstanding the elements, and all materials must be contained within the 10'x10' area. Vendors must provide an adequate weighting system for their tents, with a **minimum of 25 lbs. per tent leg**. **The use of ground staking is strictly prohibited**. Failure to provide the minimum required tent weighting system or any ground staking will result in the immediate loss of your damage deposit.

RETURN COMPLETED APPLICATIONS AND PAYMENT:

Address: 801 S Yarrow Street, Lakewood CO 80226

Email: Marlana Bense MarBen@lakewood.org

BOOTH FEES

Small Businesses: 7 spaces available

This category is reserved exclusively for businesses based in Lakewood. A "small business" is privately owned and has fewer than 35 employees. All non-handmade and re-sell craft vendors are considered business vendors. Please provide us with a detailed description of the services you offer or what you plan to sell at the event.

** Vendors are responsible for collecting and reporting the appropriate Lakewood Sales Tax.*

	Number of booths (2 max)	Booth Fee	TOTAL
Lakewood Business		@ \$200 ea	=\$ _____

Lakewood Community Organizations: 8 spaces available

Lakewood Community groups are organized for purposes other than generating profits; for example, a charitable, educational or religious organization. All organizations should be based in Lakewood. If selling food, booth fees will be at the food vendor rate.

** Please include a copy of the organization's 501(c)(3) designation letter or City of Lakewood Sales and Use Tax Exemption Letter.*

	Number of booths (2 max)	Booth Fee	TOTAL
Community Group		@ \$100 ea	=\$ _____
Non-Profit		@ \$50 ea	=\$ _____

Artisans and Craft Vendors: 10 spaces available

Artisan & Crafters: Includes all hand-made arts, crafts and antiques. Artisans & Crafters are required to send a quality color image and a detailed description of your work illustrating what you intend to sell at the event.

**All vendors are responsible for collecting appropriate sales tax.*

	Number of booths (2 max)	Booth Fee	TOTAL
Artisan, Crafter, Farmer		\$100	=\$ _____
Artisan, Crafter, Farmer		@ \$50 ea	=\$ _____

BOOTH FEE TOTAL: \$ _____

REFUNDABLE DAMAGE DEPOSIT:

@ \$50 per booth = \$ _____

Please issue two (2) separate checks – one for the Booth Fee and a separate check for the Damage Deposit.

MAKE CHECKS PAYABLE TO: CITY OF LAKEWOOD

Lakewood's Big Boom Bash Vendor Application & Agreement

Contact Name _____ Business Name _____

Mailing Address _____

City _____ State _____ Zip _____ Phone _____

Phone (Cell/Emergency # during event dates) _____

Email _____

Business Website _____

Service / Product Description _____

BOOTH FEE TOTAL: \$ _____

REFUNDABLE DAMAGE DEPOSIT:

@\$50 per booth = \$ _____

Please issue two (2) separate checks – one for the Booth Fee and a separate check for the Damage Deposit.

MAKE CHECKS PAYABLE TO: CITY OF LAKEWOOD

ZERO WASTE AGREEMENT

Your responsibilities as a Big Boom Bash vendor:

Failure to follow these rules may result in a forfeiture of your Damage Deposit.

1. All dinnerware must be certified compostable. We are eliminating items that must be disposed of in a landfill. Consequently, individually wrapped condiments and food are not acceptable unless distributed in compostable packaging.
2. Non-food vendors of all types must do their best to only distribute items that are compostable, recyclable or reusable. Plastic bags and individually wrapped items are not allowed; paper and waxed paper bags are a compliant substitute.
3. Please strive for reusable tabling and booth decorations. No balloons, please.
4. All vendors must properly sort their waste materials during the event using the Zero Waste Stations. If you generate a lot of waste, we will set you up with a station of your own and educate you on proper sorting practices before the event, but it will be your responsibility to manage it correctly during the event.
5. Please do not use the dumpsters after the event has been closed by organizers.

By signing below, you hereby certify, on behalf of yourself and the Vendor, that you have read and agree to comply with the foregoing obligations:

VENDOR Authorized Signature

Date

Printed Name & Title

TERMS & CONDITIONS

[Vendor Name] ("Vendor") hereby agrees, as consideration for being accepted to participate in **Lakewood's Big Boom Bash, Wednesday, July 4, 2018** (the "Event"), as follows:

1. Vendor shall retain all revenue generated from Vendor sales.
2. Vendor shall procure and continuously maintain for the duration of the Event automobile liability insurance, including uninsured motorist coverage, covering all vehicles used during Vendor's participation in the Event. Vendor shall procure and keep in force for the duration of the Event a policy of commercial general liability insurance insuring Vendor, and naming **Jefferson County School District No. R-1 and the City** as additional insureds, against any liability for personal injury, bodily injury, death or property damage arising out of Vendor's participation in the Event. Coverage amounts shall be maintained at no less than One Million Dollars (\$1,000,000) each occurrence, plus an additional amount sufficient to pay related defense costs and attorney fees. Such policies shall include coverages for contractual liability and products/completed operations liability. The limits of such insurance shall not limit the liability of Vendor hereunder.
3. Vendor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of Vendor or its employees, agents, subcontractors or other persons acting under Vendor's direction or control arising out of Vendor's participation in the Event. Vendor shall indemnify and hold harmless **Jefferson County School District No. R-1 and the City** and their respective elected and appointed officials, employees, agents and representatives (collectively, the "Indemnified Parties") from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Vendor or its employees, agents or subcontractors, or other persons acting under Vendor's direction or control, with respect to Vendor's participation in the Event. Regardless of any written or oral statement to the contrary, in no event, instance or circumstance shall **Jefferson County School District No. R-1 or the City** indemnify or hold harmless Vendor.
4. Vendor shall be provided with a ten-foot (10) by ten-foot (10) ground space on a natural grass, crusher fines or dirt surface. Vendors must provide their own display system including tent/canopy, if desired. Display units should be designed for outdoor use, capable of withstanding the elements, and all materials must be contained within the 10-foot-by-10-foot area. Please no balloons on site.
5. **Vendors are required to provide an adequate weight system for their booth (minimum 100 lbs.). The use of stakes is strictly prohibited. If a vendor should insert stakes into the ground, or should not provide the minimum weighting system, this will result in immediate loss of Damage Deposit.**
6. Space assignments will be available only at check-in. All assignments are final. Vendor or Vendor's employee(s) shall remain in the assigned booth space for the duration of the Event. Vendor shall assemble its display booth by 4:30 p.m. on Wednesday, July 4, 2018. Setup is scheduled for Wednesday, July 4, 2018, between the hours of 1pm and 4:30pm. All Vendors MUST check in on Wednesday July 4, by 2:30pm. Vendor vehicles will be allowed twenty (20) minutes in the designated loading/unloading area before the Event and after the Event. Breakdown is to happen quickly and quietly no earlier than 9:30 p.m.
7. Vendor shall remain open during the Event hours of 5:30 pm to 9:30pm on Wednesday, July 4, 2018. Canvassing from outside of the booth space is not permitted. No amplified music or sounds will be allowed in the Vendor booth space at any time during festival hours. Vendor vehicles are not permitted within the ticketed event footprint between the hours of 5pm and 10pm. They are permitted on site only as directed by event staff after 10:30pm after the crowd has moved out of the venue. Vendor is responsible for depositing trash in the provided containers at the Zero Waste stations. Vendor must request in advance, and pay an additional fee, if electricity is required. Use of generators is prohibited. Failure to comply with all City ordinances, site and event policies and procedures or Event staff instructions or requests may be grounds for immediate expulsion from the Event, preclusion from participation in future events and loss of Damage Deposit.
8. Vendor covenants and agrees it shall comply with all applicable federal, state and local laws, regulations and policies, including the following:
 - a. Vendor and its employees, agents and subcontractors shall, before, during and after the Event, adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. A copy of such policies will be made available to Vendor upon request.
 - b. Vendor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, disability, military or veteran status, or national origin. Vendor shall take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to race, color, religion, age, sex, disability, military or veteran status, or national origin.
 - c. Vendor shall comply with applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time (the "ADA"), and any other applicable federal regulation. A signed, written certificate stating compliance with the ADA may be required at any time during this Agreement.
9. Vendor is responsible for reporting and submitting all sales tax (both City and State) collected during the Event. City tax will be collected in one of two ways: (i) Vendor applies for a City sales & use tax license at least thirty (30) days prior to the Event; or (ii) Vendor reports sales revenues to the City before leaving the Event grounds and will remit City tax online, via mail or in person (instructions will be provided prior to the Event).
10. Vendor grants the City permission for the use of Vendor's name and likeness related to its participation in any event conducted by the City. Vendor also grants the use of its employees' voices and any recorded or filmed/video/photographed footage of Vendor and Vendor's display, including Vendor's art. Vendor hereby waives all rights to any compensation as a result of Vendor's name or likeness being used by the City in any way.
11. Vendor assumes responsibility for any damages to Jeffco Stadium, Event grounds, buildings, staff, volunteers, other Vendors and the general public caused by Vendor or Vendor's property. Vendor understands that neither the City, including its City Council and employees, nor the sponsoring organizations or businesses bear any responsibility for any damages, theft, weather or vandalism for the duration of the Event.
12. Vendor agrees to use only reusable, recyclable and/or compostable service ware, containers and packaging (exception is granted for food service utensils (forks, spoons, knives and straws). Vendors shall not use plastic bags, disposable decorations or balloons. Any promotional items given away by Vendor shall not be individually wrapped (reduced packaging).
13. Written notification of cancellation must be received by May 31, 2018 in order to receive a full refund.
14. Any exhibited product that is not representative of that which was submitted must be removed if requested by Event staff.
15. In addition to the above, the Terms and Conditions include all information contained in the Vendor Application. Vendor's violation of these Terms and Conditions may result in expulsion from the Event.

VENDOR Authorized Signature

Date

Printed Name & Title