



Heritage
Culture
& the Arts

Chile Harvest Festival at Lakewood's Heritage Center
801 S. Yarrow Street
Lakewood, CO 80226



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Culture
& the Arts

&



CHICANO HUMANITIES & ARTS COUNCIL

present



Saturday, August 29 & Sunday, August 30, 2009

Food Vendor Application

Deadline: July 1, 2009

The Chile Harvest Festival

This summer, a Colorado tradition will draw more than 3,000 people to Lakewood's Heritage Center to celebrate traditional and contemporary Spanish Colonial art, music, food and of course, chiles, with views of the Rocky Mountain foothills as a backdrop. Thanks to a partnership between the City of Lakewood and the Chicano Humanities & Arts Council, the Chile Harvest Festival will be in full swing August 29th & 30th.

Fresh Roasted Chiles
Live Entertainment

Authentic Mexican Cuisine
Ristras

Specialty Foods & Beverages
Children's Activities and MORE!

Vendor Specifics

Selection Process: All Chile Harvest Festival vendor applications are reviewed by the Chile Harvest Festival Committee.

Selection criteria includes:

- Does the booth fit in with the Chile Harvest Festival theme?
- Will festival guests be interested in the booth?
- Is the booth family oriented?

Other considerations include:

- Offering a diverse experience to Chile Harvest Festival guests
- Historical partnership or experience

All booths must follow and respect any site or sponsor agreements set by the Chile Harvest Festival Committee. Some sponsors and organizations arrange to sell items exclusively at the event. Because the Chile Harvest Festival Committee wants profitability for all vendors, vendors may be asked NOT to sell a specific item that will duplicate an item sold by another vendor. Vendors will be notified of these items upon acceptance notification. Vendors are only allowed to sell/offer the goods/services detailed in their acceptance letter. For all questions regarding sales tax, please call (303) 987-7600.

PLEASE NOTE: This is a City of Lakewood sponsored event. All applications are accepted and considered according to Equal Opportunity Employment (EOE) standards.

2009 Dates & Deadlines

July 1	Applications must be postmarked
July 15	Notifications mailed to applicants
July 31	Cancellation date with refund
Aug 28	10:00a.m. - Booth set-up begins
Aug 29	9:30a.m. - Booth set-up ends 10:00a.m. to 5:00p.m. - Festival Open
Aug 30	10:00a.m. to 5:00p.m. - Festival Open 5:30p.m. - Festival strike

Completed Application

Return completed application check for booth fee and electricity fee (if applicable) to:

Chile Harvest Festival at Lakewood's Heritage Center
801 S. Yarrow Street
Lakewood, CO 80226

For More Information

Please call: 303-987-7850
FAX: 303-987-7851
Email: events@Lakewood.org



2009 Chile Harvest Festival Food Vendor Application & Contract

Company Name _____ Contact Name _____

Mailing Address _____ City _____

State _____ Zip _____ Phone (home) _____ Phone (work) _____

Phone (Cell/Emergency # during event dates) _____ Email _____

FOOD VENDOR: Any food or drink sold at the event qualifies for this category. Food vendors are responsible for obtaining all required vending licenses and must follow health department guidelines.

BOOTH FEE: \$275

ELECTRICITY: \$25 One—110v, 20 amp service

ELECTRICITY: \$75 One—208v, 30 amp service

Applicants are required to provide a proposed menu including price points as part of this application for approval. Food Vendors may not sell any kind of cider, water or alcoholic beverages or any items not listed on the approved menu. Food Vendors must possess a valid Retail Food Establishment License—specifically for a mobile unit or as a temporary event—AND a Certificate of Approval from the Jefferson County Department of Health and Environment.

Please include with this application the following:

1. Proposed Menu including price points
2. Proof of Insurance
3. Proof of Worker's Compensation Insurance
4. Copy of Retail Food Establishment License
5. Diagram or photo of display/set-up

Fire Department Permits are *required* for the use of any temporary power sources (propane, charcoal, etc.) Food Vendors may not bring or use their own generators.

MAKE CHECKS PAYABLE TO: CITY OF LAKEWOOD

Exhibitors renting booth space at the Chile Harvest Festival are provided a 10-foot-by-10-foot ground space on a natural grass or dirt surface. Vendors must provide their own display system including 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. Vendors are required to provide an adequate weight system for their booth (minimum 100 lbs). Space assignments will only be available at check-in; all assignments are final. Written notification of cancellation must be received by July 31, 2009, in order to receive a full refund. Chile Harvest Festival is an outdoor show and will be held rain or shine. Overnight security will be provided on Friday & Saturday nights during the event weekend.

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the CITY OF LAKEWOOD, Department of Community Resources, a municipal corporation of the State of Colorado, 480 S. Allison Parkway, Lakewood, Colorado, 80226 ("City"), and _____ (Exhibitor Name, hereinafter referred to as "Contractor").

The City hereby contracts for your services as EXHIBITOR scheduled for: Chile Harvest Festival, August 28 & 29, 2009.

1. It is understood and agreed that Contractor is an independent contractor and has the authority to control and direct the performance and details of the services which are the subject of this contract. The services contemplated by this Agreement must meet the approval of the City of Lakewood and shall be subject to the City of Lakewood's general right of supervision to secure the satisfactory completion thereof. Compensation for the above services will be revenue generated from Contractor booth sales.

CONTRACT CONTINUED



Food Vendor Contract Continued

2. Contractor shall provide proof of Workers' Compensation Insurance. Should the Contractor be a sole proprietor, signing this agreement acknowledges that the City will not be held liable for injuries sustained while performing this contract.
3. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Lakewood, its officers, employees, and insurers, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. The Contractor agrees to investigate, handle, respond to, and to provide defense for any such liability, claims, or demands at the sole expense of the Contractor, and agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.
4. Contractor shall provide a display system with an adequate weight structure to equal not less than 100 lbs. Contractor booth space is determined in advance by the Chile Harvest Festival committee and is final. Contractor shall remain in the assigned booth space for the duration of the event. Contractor shall assemble the display booth by 9:30 am on Saturday, August 29, 2009, and Sunday, August 30, 2009. Pre-assemble for Contractor booth space is scheduled for Friday, August 28, 2009, between the hours of 10:00 am and 7:00 pm. All exhibitors MUST check in on Friday, August 28, 2009. Contractor vehicles will be allowed 20 minutes in the designated loading / unloading area each day before the event and after the event. Contractor shall remain open during the Festival hours of 10:00 am to 5:00 pm, Saturday, August 29, 2009, and Sunday, August 30, 2009. NO amplified music or sounds will be allowed in the Contractor booth space at any time during festival hours. Contractor vehicles may not be allowed back in the designated loading / unloading area until 5:30 pm each day. Contractor is responsible for depositing trash in the provided dumpster each day. Contractor must request in advance and pay an additional fee if electricity is required. Failure to comply with all City of Lakewood ordinances, Heritage Center policies & procedures and/or Chile Harvest Festival staff instructions or requests may be grounds for immediate expulsion from the event.
5. Contractor is responsible for reporting all sales tax (City and State) collected during the event. The 3% City tax will be collected in one of two ways: **1)** Vendor must apply for a City of Lakewood sales & use tax license at least 30 days prior to the event (a \$15 one-time fee) or, **2)** Vendor will be required to report sales revenues to the event coordinator and the 3% City tax will be collected by event staff before vendor leaves the festival.
6. Contractor grants permission for the use of his or her name and business name or likeness related to the Contractors participation in any event conducted by the City of Lakewood. Contractor also grants the use of his or her voice and any and all recorded and or filmed/video/photographed footage of Contractor and or Contractor's display including Contractor's goods and/or services, and further waive all rights to any compensation, as a result of Contractor's name or Business name or likeness being used in any way.
7. Contractor assumes responsibility for any sustained damages to the City of Lakewood's Heritage Center/Belmar Park, festival grounds, buildings, staff, volunteers, other artists or vendors and / or the general public, caused by Contractor or Contractor property. Contractor understands that neither Chile Harvest Festival, the City of Lakewood, 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 August 28, 29, & 30, 2009.
8. **PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS.** This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor represents and agrees that:

Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

Contractor has verified or attempted to verify through participation in the basic pilot program of the state of Colorado that Contractor does not employ any illegal aliens or Contractor verifies that Contractor has not been accepted into the basic pilot program prior to entering into this Contract. Contractor further verifies that if Contractor has not been accepted in to the basic pilot program of the state of Colorado, Contractor will apply to participate in the basic pilot program of the state of Colorado every three months until Contractor is accepted or this Contract is completed, whichever is earlier. [CRS 8-17.5-102(2)(b)(I).]

Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while performing this Contract. CRS 8-17.5-102(2)(b)(II).]

If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien: 1) Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and 2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. CRS 8-17.5-102(2)(b)(III)(A) & (B).] 3) Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5). CRS 8-17.5-102(2)(b)(IV).]

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any paragraph numbered one (1) through eight (8) inclusive, Contractor shall be liable for actual and consequential damages to the City.

In addition to the above, this agreement includes all information contained on the reverse side of this page.

CITY OF LAKEWOOD

By: _____
Manager,
Heritage, Culture & the Arts

By: _____
City Clerk

CONTRACTOR

Signature: _____

Printed Name: _____

Address: _____

City/ST/Zip: _____