

2011 MINTURN SUMMER MARKET OFFICIAL RULES AND POLICIES

ASSIGNMENT, SUBLETTING, SUBLICENSING OF SPACE IS PROHIBITED

Vendors MAY NOT assign any interest in this Contract or assign, sublet or sublicense any Vendor space allotted herein unless given express written permission from either the Minturn Market Manager or the Town of Minturn. Any attempt to do so will constitute default by Vendor. Vendor may only offer for sale merchandise for which Vendor is the bona fide representative. Substantiation of representation is the responsibility of the Vendor. Vendors are assigned to a booth space of specific size and cannot move from assigned booth space or beyond space size. Only products listed on your application and approved in advance by the Minturn Market Advisory Committee may be sold.

PAYMENTS, DEADLINES & LATE FEES

Checks should be payable to the Minturn Market. A check that is returned for non-sufficient funds, or any other reasons, is ground for immediate cancellation of Exhibitor space reservation. A \$30.00 NSF fee will be assessed to all returned checks. No postdated checks accepted.

CANCELLATIONS AND ABSENCES

For full time Vendors, after May 1, 2011 the Market is non-refundable. If a vendor must cancel, a written notice of cancellation must be received by the Town of Minturn prior to May 1, 2011 and a refund of the space rental fee will be made. After May 1, 2011 the entire amount will be retained by the Town of Minturn and will not result in a refund, credit or transfer of exhibit space. The Minturn Market may cancel this contract without refund to Vendor, and may reassign any exhibit space previously assigned to Vendor, upon failure of vendor 1) to make payment required hereby, 2) to abide by these rules and policies provided herein or, 3) to claim its assigned exhibit space prior to the opening of the Market day. No refunds will be given for absences. Emergencies are handled on a case-by-case basis by the Town of Minturn and the Market Organizer.

SET-UP 6:00am – 8:30am/TAKE-DOWN 2:05pm – 4:00pm

Vendors arriving and setting up after 9:30 are considered late. Late arrivals will not be allowed to drive their vehicles into the market, and all vehicles must be removed immediately following the unloading of merchandise & materials. Vehicles which block the progress of other vendors during set up and break down will be towed at the discretion of the Minturn Market and/or the Town of Minturn. No vehicles are allowed in the Market area after 8:30am. Vendors will not take-down their booths before 2:05pm or after 4:00pm. If the removal process occurs before or after these times Vendors will be in violation and fees will be assessed. All vendors are responsible for set-up and take down of their own booth (s) and product displays.

CLEAN-UP

Vendors are responsible for cleaning up their booth space and disposing of waste properly. *Absolutely no grease or waste is to be poured on the ground or on the parking lot asphalt.*

PARKING

Vendors are required to park on the Minturn Road county road and will not park elsewhere without permission from Market Organizer. **NO PARKING ON MAIN STREET OR IN THE PARKING LOT BY THE TURNTABLE.**

LICENSES & DOCUMENTATION

Vendors are required to have a Colorado Special Events Sales Tax License from the state of Colorado provided to the market no later than June 1, 2011. Food vendors are required to have a Special Event Retail Food License provided to the Town of Minturn by June 1, 2011. *If licenses are not provided on time or are invalid, a fine may be imposed.* All Vendors are required to carry proof of liability insurance.

VENDOR BOOTHS

All Vendor tents are required to be weighted with a minimum of 30-40lbs per tent leg. Booth sizes may be 10x10 or in multiples therein if a larger booth space has been purchased. No products, signs or equipment is allowed outside the Vendor's tent(s). Proper signage including the name of the business and all product prices must be clearly displayed somewhere on the tent.

ACCEPTANCE/PARTICIPATION

The Minturn Market Advisory Committee and the Town of Minturn reserve the right to deny any Vendor's application that in their opinion, does not fit the Minturn Market or competes with Downtown Minturn merchants. The right is also reserved to limit the number of Vendors selling similar products. The Minturn Market prefers products that are made, produced or grown directly by the selling Vendor.

By signing below, I acknowledge that I've read and will abide by the above articles.

Signature

Date

Company