

# **REINKE BROS.**

## **2011 ARTS & CRAFTS BAZAAR APPLICATION**

**SATURDAY, AUGUST 20, 2011**

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***We look forward to a successful and fun Arts & Crafts Bazaar and hope you will join us!***  
***Over 80,000+ attendees expected!***

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### **BAZAAR APPLICATION, RULES AND REGULATIONS**

The 12<sup>th</sup> Annual Reinke Brothers Arts & Crafts Bazaar, sponsored by Reinke Bros., Inc. ("Reinke Brothers"), is an independent event that runs concurrent with the Western Welcome Week Arts & Crafts Fair.

#### **LOCATION/OPERATION SCHEDULE:**

The Arts & Crafts Bazaar will be held on Saturday, August 20, 2011 from 8:30 a.m. to 5:00 p.m. at the Reinke Brothers parking lot, located at 5663 South Prince Street, Littleton, Colorado 80120.

#### **ELIGIBILITY:**

The Arts & Crafts Bazaar is open to all crafters, artists, food vendors and merchants. However, Reinke Brothers reserves the right to refuse participation to any group, individual, association, business, or any other entity of any nature or type that Reinke Brothers feels in its sole discretion would not be appropriate considering circumstances, or might reflect negatively upon Reinke Brothers, an individual or a group.

#### **BOOTH SIZE AND FEE:**

Booth space is approximately 10'x10'.

-Exhibitors - **\$135.00 per space.**

-Food booths - **\$160.00 per space.**

**NO DRINK OR FOOD SALES UNLESS APPROVED BY REINKE BROTHERS!**

#### **BOOTH ASSIGNMENTS:**

Space will be assigned on a first come basis, taking into consideration the number of years an Exhibitor has participated. Reinke Brothers makes every effort to place Exhibitors in requested areas or as close as possible. Under no circumstances may your booth set up extend beyond the area designated by Reinke Brothers. It is to your advantage to submit an application as early as possible. Applications will be accepted until all spaces are filled.

#### **NOTIFICATION AND BOOTH SELECTION:**

Your acceptance will be confirmed via email or phone. Reinke Brothers reserves the right to change booth locations up to, and during, the day of the Bazaar, as it deems appropriate.

#### **TENTS/POP-UP TENT RENTAL:**

Exhibitors will not be allowed to stake tents or canopies into the ground at any time. All tents are required to have appropriate weights. Pop-up tents are available for \$65.00/each, but are limited on a first come basis.

#### **ELECTRICITY:**

Electrical power is available for an additional \$25.00 per space, but the number of spaces where power is available is limited, and will be allocated on a first come basis. Select the appropriate number of electrical outlets desired on the Application form, if needed. Exhibitors must supply their own extension cords. Generators are not permitted unless approved by Reinke Brothers.

#### **DISPLAY EQUIPMENT:**

All displays (including tables and chairs) are the responsibility of the Exhibitor.

#### **SET-UP & TEAR DOWN:**

Unloading begins at 5:30 a.m. on Saturday, August 20, 2011. All vehicles must be off the lot by 7:30 a.m. or they may be towed and fined. Set-up must be completed by 8:30 a.m. Exhibitors must remain at the Bazaar during the specified hours of (8:30 a.m. to 5:00 p.m.). No dismantling of

booths is allowed during Bazaar hours. Dismantling early will be noted, and may constitute being excluded from the following year's Bazaar. **All Exhibitors are responsible for cleaning up in and around their space during and after the event. All trash is to be hauled out by Exhibitors.**

## **PRODUCTS:**

### **NO DRINK OR FOOD SALES UNLESS APPROVED BY REINKE BROTHERS!**

- A description of merchandise to be sold must be submitted as part of the Bazaar Application. **ONLY THOSE PRODUCTS LISTED ON THE ORIGINAL APPLICATION WILL BE ALLOWED FOR SALE. REINKE BROTHERS MUST APPROVE ANY ADDITIONAL ITEMS IN ADVANCE.**
- No weapons, tobacco, alcohol, firearms, or offensive materials of any kind will be accepted or permitted.
- Raffles/contests/active solicitations through Bazaar crowd are not allowed.
- Removal of questionable items or displays will be at the discretion of Reinke Brothers.

## **FOOD AND DRINK SALES AND GIVEAWAYS:**

All food and drink items for sale, sampling or giveaways at the Bazaar must be pre-approved by Reinke Brothers prior to the day of the Bazaar. **Any Exhibitor selling food products, sampling food products, or cooking on site MUST have the proper Department of Public Health permits and licensing with them at all times and be prepared to show the proper licensing at any given time.**

## **RESTOCKING OF DISPLAY AREAS AND LOADING OF CUSTOMER PURCHASES:**

Restocking may be done as needed. However during Arts & Crafts Bazaar hours of operation no vehicles are allowed in or out of the parking lot for restocking or for loading of customer purchases.

## **LICENSES, SALES TAX AND OTHER APPLICABLE LAW:**

Exhibitors are responsible for obtaining a Colorado State and Littleton City Sales Tax License or a Special Events License and are required to collect their own sales tax of 7.35%. For tax information, contact the Colorado Department of Revenue Information hotline 303-205-8411 or <http://www.revenue.state.co.us>. For the City of Littleton information call 303/795-3768 or <http://www.littletongov.org>. In addition, Exhibitors shall comply with all applicable laws, ordinances and regulations of federal, state, county, city, municipal or other lawful authority pertaining to their participation in the Bazaar, and shall conduct themselves at all times in an acceptable manner.

## **REFUNDS:**

There will be no refund of booth fees. All space assignments are final. The Arts & Crafts Bazaar **WILL NOT** be canceled due to bad weather. Therefore, no refunds will be made due to inclement weather. Any booth space not claimed by 7:30 a.m. on the day of the Bazaar may be reassigned to waiting exhibitors. Refunds **WILL NOT** be given for "no shows."

## **OTHER ARTS & CRAFTS BAZAAR STANDARDS & RULES:**

- Booth spaces may not be transferred or otherwise assigned.
- Booth space sharing is acceptable; however, all products sold must be submitted to Reinke Brothers for approval.
- No bicycles, motorbikes, motorcycles, skateboards, roller skates or roller blades may be ridden in the selling area of the Bazaar site.
- Exhibitors may not use their spaces to interfere with or jeopardize the health or safety of other Exhibitors or patrons. Exhibitor agrees not to store any gasoline, petroleum, explosives or any other dangerous items or noxious products on the Bazaar site.
- All walkways and driveways are fire and ambulance lanes and must remain clear of merchandise. Exhibitors are required to stay within their assigned spaces.
- If Exhibitor's conduct is not acceptable, within Reinke Brothers' sole and exclusive discretion, then the Exhibitor shall forfeit all monies paid and may be ejected from the remainder of the Bazaar.
- If any legal action is brought for the enforcement of any of the Standards and Rules contained herein, or to recover damages for breach of these Standards and Rules or any part thereof, Reinke Bros., Inc., its officers, directors, employees, volunteers, agents, landlord, successors and assigns shall recover, in addition to the relief demanded, all costs and attorney's fees.
- Reinke Bros., Inc., its officers, directors, employees, volunteers, agents, landlord, successors and assigns shall not be responsible for or liable to Exhibitor for any loss or damage that may result to Exhibitor or his or her property from water, fire, explosion, theft, or from any source or any cause whatsoever.
- Exhibitor shall and does hereby agree to indemnify, defend and hold Reinke Bros., Inc., its officers, directors, employees, volunteers, agents, landlord, successors and assigns ("Indemnified Parties"), harmless from and against any and all claims, losses, injuries, costs, taxes, expenses, liabilities, causes of action, and demands (including the cost of defending against the foregoing and including, without limitation, attorney's fees using counsel of the Indemnified Party's choice), arising from, resulting or occurring directly or indirectly, from Exhibitor's use or occupancy or participation in the Bazaar, including, but not limited to, any act, omissions or condition created by, resulting from, or arising out of these Standards and Rules or the conduct of Exhibitor or Exhibitor's guests, members of Exhibitor's family, or Exhibitor's employees, agents, or contractors, or as a consequence of any product sold or representation made by Exhibitor or its agents at the Bazaar site. This indemnification is absolute, personal to the Exhibitor, and is not limited by the Exhibitor's insurance coverage.

Reinke Brothers shall have complete and final authority over the Bazaar operations and reserves the right to immediately remove any Exhibitor from the Bazaar who violates any stated Standard or Rule.

**ON SITE EVALUATIONS WILL BE CONDUCTED TO ENSURE THAT EXHIBITION STANDARDS AND RULES ARE FOLLOWED. FAILURE TO COMPLY COULD RESULT IN A NEGATIVE EVALUATION AND/OR EXPULSION FROM THE ARTS & CRAFT BAZAAR AND LOSS OF ALL FEES PAID.**

**REINKE BROTHERS**  
**2011 ARTS & CRAFTS BAZAAR APPLICATION**  
**Saturday, August 20, 2011**

**PLEASE PRINT:**

Business Name: \_\_\_\_\_

Description of Product: \_\_\_\_\_  
**(NO DRINK OR FOOD SALES UNLESS APPROVED BY REINKE BROTHERS!)**

Email: \_\_\_\_\_

Contact Name (Last, First): \_\_\_\_\_

Phone #'s: Cell: \_\_\_\_\_ Business/Home: \_\_\_\_\_ Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Qty	Description	Price / Each	Amount Due
	# of Exhibitor booths	\$ 135.00	
	# of Food booths	\$ 160.00	
	# of Pop-Up Tents (Limited quantity!)	\$ 65.00	
	# of Electrical Outlet (110V) (Limited quantity!)	\$ 25.00	
<b>Total Amount Due</b>			

**License & Taxes:** You are responsible for obtaining a Colorado Sales Tax License or a Special Events License. If you need a Special Events License, call (303) 866-5643. The total sales tax to be collected by you is 7.35% (sales tax is subject to change). Tax tables can be obtained through the State web site at [www.businesstax.state.co.us](http://www.businesstax.state.co.us) click on Sales Tax Rate Chart. Please print the table for use at the Arts and Crafts Bazaar. For tax information, contact the Colorado Department of Revenue Information hotline 303-205-8411 or <http://www.revenue.state.co.us>.

I have applied, State License Number: \_\_\_\_\_ Date applied: \_\_\_\_\_

**Liability Release:** It is agreed by the parties that the nature of the facilities, the presence and circulation of large numbers of people and the large number of removable articles in numerous booths make it reasonable that: The Exhibitor shall assume the risk of injury, loss or damage; the Exhibitor signing this contract hereby assumes such risk of injury, loss, or damage; and the Exhibitor signing this contract hereby assumes such risk and releases Reinke Bros., Inc., its officers, directors, employees, volunteers, agents, landlord, successors and assigns from any and all claims for loss, damage and injury.

**Reservation of Rights:** Reinke Bros., Inc. reserves the right to refuse participation to any group, individual, association, business, or any other entity of any nature or type that Reinke Bros., Inc. feels in its sole discretion would not further the goals of Reinke Bros. Inc., would not be appropriate considering circumstances, or might reflect negatively upon Reinke Bros., Inc., an individual or a group. The undersigned applicant accepts and agrees to this reservation of rights.

In the event of damage due to negligence on the part of the Exhibitor, or Exhibitor's guests, members of Exhibitor's family or Exhibitor's employees, agents or contractors, or as a consequence of any product sold or representation made by Exhibitor or its agents at the Bazaar site, the necessary charges to repair or replace items will be assessed to the above stated Exhibitor.

If any of the provisions of this agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force. Exhibitor acknowledges and confirms that Exhibitor has read and approves the terms and conditions set forth in this agreement.

Reinke Bros., Inc. shall be entitled to recover all of its costs, including but not limited to attorney fees, in any action brought as a result of any breach hereof by Exhibitor.

*Acceptance of this Application constitutes a contract. As an Exhibitor, I agree to the liability release and to abide by the terms of the contract. I understand that should I misrepresent myself or my exhibit, I may be asked to leave and will forfeit my Application fee and name will be removed from acceptable applicants for future events.*

*By signing this Application, I accept and agree to all of the terms and conditions stated in the attached Bazaar Application Rules and Regulations, which are incorporated into this Application by reference.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MAIL COMPLETED APPLICATION AND BOOTH FEES TO:**

Reinke Brothers Inc., 5663 S. Prince St., Littleton, CO 80120. Checks made payable to: **Reinke Bros., Inc.** or call Chris Reinke to use your MasterCard or VISA at 303-795-5006.

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**For Office Use Only - Please do not fill out this area:** Date Received \_\_\_\_\_ Paid \$ \_\_\_\_\_

Application # \_\_\_\_\_ Previous Space # \_\_\_\_\_ Year \_\_\_\_\_ 2011 Assignment # \_\_\_\_\_