



# Vendor Application

Mail to: **Vendors**  
 Tatanka Music Festival  
 40<sup>th</sup> Parallel Productions L.L.C.  
 1790 30<sup>th</sup> Street Suite 316  
 Boulder, CO 80301

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

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

Email & Website: \_\_\_\_\_

Referred by: \_\_\_\_\_

1. What type of concession space are you interested in?
  - a. Crafter/ Merchandise Vendor \$200, plus 10% sales
  - b. Food/drinks vendor \$200, plus 10% sales
2. If you are a merchandise/craft vendor, give a general example/product list.
3. Please list any/all previous festivals at which you have vended.
4. Please provide a description of your vending area. (tents, signs, banners etc.)

\_\_\_\_\_ (“Vendor”) requests 40<sup>th</sup> Parallel Productions LLC enter into the following Contract with Vendor. Vendor acknowledges that this Contract shall become effective only upon the acceptance of this Contract by 40<sup>th</sup> Parallel Productions LLC as evidenced by the signature of 40<sup>th</sup> Parallel Productions LLC, authorized representative in the space provided below. WITNESSETH that in consideration of mutual promises and covenants contained herein, Vendor and 40<sup>th</sup> Parallel Productions LLC agree as follows:

1. 40<sup>th</sup> Parallel Productions LLC agrees to provide Vendor with:
  - i. Retail Space (as defined below) at Tatanka Music Festival to be held in Boulder, CO on the following dates: Saturday, September 27<sup>th</sup> & Sunday, September 28<sup>th</sup>.
  - ii. vehicle service pass
  - iii. 1 parking pass/sticker to be display in rear window of vehicle



# Vendor Application

- iv. 2 vendor passes
- v. a copy of this signed contract as confirmation of the agreement between Vendor and 40<sup>th</sup> Parallel Productions LLC.

**Retail Space is defined as a:** 10'X10' space without tent.

**Rent is as follows:** For merchandise vendors, the price is \$200 and 10% of sales, the latter to be compensated at festival end; For Food Vendors, the price is \$200 and 10% of sales, the latter to be compensated to 40<sup>th</sup> Parallel Productions at festival end.

Vendor acknowledges that the location of Vendor's space(s) is within the sole discretion of 40<sup>th</sup> Parallel Productions LLC.

2. Vendor agrees to:

- i. pay to Tatanka \$200 (craft) by September 22, 2008 (Retail Space rental fee as determined in 1)
- ii. Occupy the assigned Retail Space at the Festival during the Festival's normal hours of operation as listed in paragraph 1;
- iii. Comply with all applicable federal, state, city and festival laws, rules and regulations, all of which are incorporated herein.
- iv. Fully and completely indemnify 40<sup>th</sup> Parallel Productions LLC and Tatanka 2008 Music Festival for any act by Vendor which results in personal injury or property damage;
- v. Assume full responsibility for theft, loss, or damage, and Vendor waives any and all right of recovery from 40<sup>th</sup> Parallel Productions LLC. for property damage, or loss of use thereof, however occurring;

3. 40<sup>th</sup> Parallel Productions LLC may terminate Vendor's rights under this Contract if Vendor violates any applicable federal, state, city and Festival law, rule or regulation. In the event of such a breach prior to September 25, 2008, 40<sup>th</sup> Parallel Productions LLC shall reimburse Vendor's entire fee upon termination. In the event of such a breach on or subsequent to July 1, 2008, 40<sup>th</sup> Parallel Productions LLC shall retain Vendor's entire fee upon termination.

4. This Contract evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to the Festival.

**VENDOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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



# Vendor Application

## RULES & REGULATIONS

1. Only items listed by Vendor in Paragraph 2 or on the attached addendum to this Contract may be sold at the Festival.
2. Vendor has the sole responsibility to collect and pay sales tax for the sales made by vendor.
3. **Vendor must provide:** Complete Booth including, but not limited to: All signage, which must be approved by Promoter. Vendor must provide all equipment, furniture, fixtures, overhead covering, adequate product and product quantities, etc. necessary to insure a successful vendor operation. Vendor shall make extra effort to oversee all areas immediately surrounding his/her booth to avoid accumulation of trash and residue. Vendor is responsible for any damage to the grounds resulting from Vendor's operations during the Tatanka 2008 Music Festival. Designated fire lanes must be kept clear at all times.
4. All applicable permits and or licenses will be obtained by Vendor. Vendor will make arrangements and pay all applicable fees and taxes.
5. All special requests must be made in a signed and dated writing attached to this Contract.
6. Vendor is responsible for the security of all equipment, product, and personal affects during the Tatanka Music Festival. Although 40<sup>th</sup> Parallel Productions LLC will provide limited security during non-Festival hours September 26<sup>th</sup>, (before the Festival begins), Vendor assumes full responsibility for theft, loss or damage, and Vendor waives any and all right of recovery from 40<sup>th</sup> Parallel Productions LLC for property damage, or loss of use thereof, howsoever occurring.
7. Vendors may set up their services from 10:00a.m. on Friday September 26<sup>th</sup> - 9:00am on Saturday September 27<sup>th</sup>.
8. **Breakdown:** Vendors may begin to break down their booths after 10:00pm
9. 40<sup>th</sup> Parallel Productions LLC reserves the right to restrict any and all vehicular traffic on the grounds, for any reason, including, but not limited to, inclement weather.
10. Questions regarding any aspects of the Festival should be directed to the 40<sup>th</sup> Parallel Productions LLC office or email a staff member.
11. Questions regarding any aspects of vending should be directed to the Vending Coordinator.
12. Payment must be made in cashier's check or money order and must be received with your contract to reserve a space. No refunds will be given.

## CHECKLIST

1. Sign and date Contract
2. Sign, date and attach any necessary addendum
3. Enclose cashier's check or money order

Mail to: **Vendors**  
Tatanka Music Festival  
40<sup>th</sup> Parallel Productions L.L.C.  
1790 30<sup>th</sup> Street Suite 316  
Boulder, CO 80301

Vending spaces do not have electrical outlets, please bring necessary supplies to make your vending and displaying possible after dark. Fee entitles you to 1 vending space, 2 parking spaces and 2 vendor passes.