

Colorado Medieval Festival^(c)

Hosted by Medieval World, USA^(c)

TERMS AND CONDITIONS FOR ALL PARTICIPANTS as applicable (Read carefully)

1. Participant is required to be ready and open to the general public for the duration of the entire event. Closing to the public before the end of the event or staying open to the general public after the end of the event maybe grounds for exclusion from participating in current event and at future events.
2. Participant must post prices in a legible manner and in a visible space on their booth. Participants will only be allowed to sell items that have been approved in writing by the festival committee.
3. **INSURANCE:** Participant will provide public liability and property damage insurance naming Colorado Medieval Festival[©] as co-insured in an amount not less that one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) aggregate. Participant is solely responsible for any personal property at all times. This must be presented to Colorado Medieval Festival^(c) with your application.
 - a. If available, you may optionally be included in Colorado Medieval Festival^(c) master policy for an additional fee. This policy does not cover animals, combat group activities or other high risk activities.
4. **DRUG PARAPHERNALIA:** Colorado Medieval Festival^(c) will not allow the sale of merchandise at the event that offends community standards or depicts illegal drug use or related paraphernalia.
5. **FIRE INSPECTION:** Participant & Guilds will be required to have on site a fire extinguisher with a minimum rating of 2A10B:C AND that it has been serviced within the last year by a licensed fire protection company. These extinguishers will bear a tag with the servicing info. If you will be using any type of frying appliance, including commercial grade deep fryers, woks, pots, etc. they will need a fire extinguisher that is a K class, in addition to the C class. This extinguisher must also have been serviced within the last year by a licensed fire Protection Company. Tents/canopies that utilize cooking of any type or have any type of heat producing appliance used for food must have a minimum of 10 feet clearance on two sides and shall not be located within 10 feet of amusement rides or devices.
6. **SUBLEASING:** Participant may not sublease their space unless authorized by the Colorado Medieval Festival^(c) board. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display, advertise or sell from an exhibitors space.
7. **INDEMNIFICATION:** Contractor agrees, by accepting this agreement, regardless of coverage under any insurance policy, to pay all costs necessary to indemnify, defend and hold Colorado Medieval Festival^(c) and it agents (as applicable) harmless from all claims, demands, actions, attorney's fees, cost and expenses based on or arising out of any acts, errors, omissions, fault, or negligence of contractor or its principals, employees, subcontractors or other agents while performing services under this contract
8. **ELECTRICAL REQUIREMENTS:** Optionally participants on request will receive a single 110 volt 15 amp electrical service (15amps = 1500 watts) for an additional fee. Connections are extremely limited and are on a reserve bases. Connection fee does not include electorcal cords, this is your responsibility.
9. **PERMITS:** Your are required to obtain, submit copies to Colorado Medieval Festival^(c) and display all necessary permits on site in order to operate on the festival grounds. If selected to take part in Colorado Medieval Festival^(c) events you will be under Colorado Medieval Festival^(c) special events permit.
10. **SALES TAX:** Participants are responsible for keeping track of their sales, and paying the Colorado State Sales Tax current applicable rate (See Colorado State Department of Revenue) for current information. In the event you are forced to close by any government agency for failure to obtain your necessary permits and/or licenses, Colorado Medieval Festival^(c) is not liable and will not refund fees. No exceptions will be made to this because of failure to abide with local or state regulations. The event is hosted in the state of Colorado. See website for exact location and county of venue.
11. **ALCOHOLIC BEVERAGES:** The sale of alcoholic beverages of any kind is strictly prohibited. Additionally, due to sponsorship contractual arrangements, only sponsor related beverages will be allowed to be sold including bottled water. Check the event web site for updates. Failure to comply with beverage rules will result in forfeiture of vending fees and expulsion from the event.
12. **HEALTH PERMIT:** Food Participants (including bottled water, soda, beer, etc) must obtain a Colorado Temporary Retail Food license. Events operated on the property should obtain a temporary permit from the County Health District. These temporary food permits must be available on site. The County Health District will charge a fee for the permits. Health District Regulations must be followed during the event. Any questions regarding temporary permits should call the Health Department at (970) 498-6775.
13. **POTABLE WATER** is available on a limited basis. Use of potable water will require written advance notice. If granted permission, participant will be responsible for containers to collect and hold water. Check with site management for waste water disposal requirements.
14. All business or other activity, for which the participants have rented or have been granted space, must be conducted within the designated booth space only! No distribution, canvassing, flyers, nor vending of any kind may be done by strolling through the festival grounds.

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15. Participants & Encampments: All tents 20 x 20 or larger are required to have a certificate of fireproofing Certification.
16. MINORS under 21 years of age are prohibited from consuming, handling or purchasing alcoholic beverages.
17. Participants must provide their own tents, tables, chairs, shade cover/tent, lights, etc. Some of these items may be rented, see website for additional information.
18. Glass blower participants are only allowed to have one 5-gallon propane tank on site at a time. See applicable fire department regulations and requirements. Contact local Fire Authority for more information.
19. All participants agree to indemnify, defend and hold harmless Colorado Medieval Festival^(c) and any of our sponsors, officers, employees, and agents from any loss, theft, damage or injury to any person or property taking part in the festival.
20. SECURITY: Will be provided on a limited basis for the participant booths and the encampment areas during public event hours. Event management and its agents are not responsible for any loss, theft or damage.
21. No political signs or solicitations of any type are permitted without explicit written approval of the board.
22. All weapons must be sheathed and peace tied at all times. ANY person found brandishing a weapon other than a scheduled performance or historical re-enactment by a group will be subject to immediate expulsion from the festival.
23. Consumption of alcoholic beverages by participants at their booth is prohibited. Under no circumstances are Controlled substances allowed or tolerated on the festival site. Anyone with controlled substances in their possession on the festival site is subject to immediate expulsion and /or arrest.
24. PERFORMANCE BOND: All Groups, Guilds, Societies, non-profits and any individual or group that Colorado Medieval Festival^(c) waived the fees for, paid or promoted and that has contracted to present at the event agrees to reimburse Colorado Medieval Festival^(c) any fees paid plus a two-thousand five hundred dollar (\$2,500) performance guarantee which will be collected should the contracting group fails to present as agreed per the signed contract. This offsets costs incurred by festival management for associated marketing, promotional costs, replacement presentations and other costs.
25. WAIVER: Under no circumstances shall, Guilds, Societies, non-profits, any individual or group be held liable for any delay or failure in presentation resulting directly or indirectly from acts of nature, forces or causes beyond their reasonable control, including without limitation, strikes, labor disputes, riots, insurrections, civil disturbances, fires, floods, storms, explosions, other acts of God, war, governmental actions, Orders of domestic courts or tribunals or non-performance of third parties.
26. Set-up information will be available on-site or mailed on acceptance.
27. PHOTO RELEASE: The participants hereby gives permission to the Colorado Medieval Festival^(c), Medieval World, USA^(c) and its assignees to take photographs, make audio recordings and /or videos of the participants and their representatives or employees at the event and to use such photographs, audio recordings and/or videos for such promotion or other lawful purpose as the Colorado Medieval Festival^(c) and its assignees deem appropriate. The named participants and their representatives or employees further waive and all rights or claims as to content approval or damages that may arise from the use of such photographs, audio recordings and/or video.

Legal Name: _____ Signature: _____

Date: _____ Title: _____

We appreciate your participation & talent in making this a vibrant, exciting and educational medieval fair for both the participants and the general public! A "Hard Copy" of this application must be mailed to:

**Colorado Medieval Festival^(c) - 2010 - Attn.: Participant Coordinator
Post Office Box 271782 - Fort Collins, Colorado 80527**

For questions regarding this application, call (970) 266-1333 or email 2010.Vendors@ColoradoCastle.com

Thank you for your interest in the Colorado Medieval Festival^(c) and for taking this extra step to keep our fair growing, educational, fun and helping to promote the Medieval World, USA^(c) project!