

**2020 MARKETPLACE VENDOR
BOOTH RENTAL
AGREEMENT, RULES AND REGULATIONS
June 27 and 28, 2020**



Please read the following instructions and vendor rules and regulations for the 48th Annual Cherry Blossom Festival at Sakura Square in Denver, CO, June 27 & 28, 2020.

The application and Waiver, Release and Indemnity Form can be found on pages 4 through 6.

If your application is accepted, you will receive confirmation via email in late April. Receipt of this signed application binds you, the vendor, to all rules and regulations of the Cherry Blossom Festival. **Completed application, Waiver, Release and Indemnity Form and payment must be post-marked or received by April 15, 2020.** Should space limitations, lack of cultural appropriateness and/or other reasons cause denial of an application, the submitter will be notified and the booth rental fee will be returned.

BOOTH RENTAL PRICING*	
MAKE CHECKS PAYABLE TO <i>SAKURA FOUNDATION</i>	
	Rental Fees Fees below are due with application
FOR-PROFIT VENDORS	
Single booth with products/services for sale + 10% of gross pre-tax sales or flat \$200 if not selling product at the festival**	\$350
OR Double booth with products/services for sale + 10% of gross pre-tax sales or flat \$200 if not selling product at the festival**	\$550
<i>Due to space limitations, space for each vendor may not exceed a double booth</i>	
Extra 8 foot table	\$20 each
Extra 6 foot table	\$20 each
Extra folding chair	\$5 each
<i>Vendors are required to purchase all tables and chairs from organizers. Custom racks, display cases and shelving are permitted.</i>	
NON-PROFIT VENDORS	
<i>Proof of non-profit status must be provided with the application</i>	
Booth with products/services for sale + 10% of gross pre-tax sales**	\$250
Booth with information only/no sales	\$275
Extra 8 foot table	\$20 each
Extra 6 foot table	\$20 each
Extra folding chair	\$5 each

*All fees are for the entire weekend.

**Participation fee of 10% of gross pre-tax sales due at 5pm on Sunday, June 28, 2020. Flat fee of \$200 from for-profit vendors who are not selling product at the festival is due with the application and booth rental fee.

Booth Rental and Participation Fees

- Fixed booth and equipment fees are due with the application and are to be paid via check or money order made payable to **Sakura Foundation**.
- The participation fee for both for-profit and non-profit vendors selling products/services is **10% of gross pre-tax sales, payable to Sakura Foundation by 5:00pm on Sunday, June 28, 2020, otherwise, the vendor will be required to pay 30% of gross pre-tax sales no later than July 31, 2020.** A completed form with documentation of calculation is kindly requested with payment. A festival rep will distribute the form and collect your participation fee at your booth on Sunday. *For-profit vendors who are not selling goods/services at the festival have a flat participation fee of \$200, due in advance with the Marketplace vendor application fee.*

Booth Rental Packages

- **Single Booth includes:** One (1) 10'x10' pop-up tent with sides and weights, access to 12 amps of electricity, 1 clip-on electric fan, one 8 ft table and 2 folding chairs. *Electricity capacity is limited to phone rechargers and the like. Should you wish to request and pay for additional amps, please include your request with your application.*
- **Double Booth includes:** One (1) 10'x 20' pop-up tent with sides and weights, access to 12 amps x 2 of electricity, 1 clip-on electric fan, two 8 ft tables and 4 folding chairs.
- Each vendor may request a 10' x 10' **OR** a 10' x 20' booth. *Booth space exceeding 10' x 20' is not available due to space limitations.*
- You may order additional tables and/or chairs for your booth. Please indicate desired table size on your application (ie 6 ft or 8 ft table).
- Vendors may use only the rental equipment provided by the festival. Vendor's personal chairs and tables are not permitted. Custom racks, display cases and shelving are permitted.
- One parking space per vendor for a non-oversized vehicle is provided for each day of the festival. You will receive your **parking permit** at check-in on June 27, 2020 at the start of the festival weekend. The permit needs to be displayed on your dashboard at all times during the entire festival. **OVER-NIGHT PARKING BY VENDORS IS STRICTLY PROHIBITED. Violators will be towed at their own expense. Thank you for your cooperation.**
- If you have an oversized vehicle or trailer, please inform us on your application to discuss possible options and parking fees.

We are currently in negotiations to lease the parking lot at the corner of 19th and Lawrence, which is where marketplace vendors have parked in the past. Should the lot be unavailable due to new ownership, you will be contacted with a new parking and load-in/out plan.

Rules and Regulations

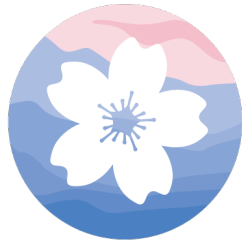
1. Set up begins at **8:00 a.m.** on both days of the festival. Your booth needs to be ready for sales promptly at **11:00 a.m.** on both days.
2. You can begin disassembling your booth at **6:00 p.m.** on Sat, June 27th and **4:00 p.m.** on Sun, June 28th. **Remain open to visitors until those times.**
3. You are responsible for the set up and take down of your booth.
4. You are highly encouraged to provide your own banner identifying your booth. The size of your sign is not to obstruct the view of the booth next to you on both sides.
5. Your booth must be staffed at all times.
6. You must provide your own relief for breaks and lunch.
7. There will be limited security during the night. **You are responsible for protecting your property. Items left overnight in your booth are at your own risk.**
8. **At the close of the festival Sunday evening, please remove all of your belongings from the booth and pick up any trash in and around your booth area. Please have your merchandise cleared for table and tent removal NO LATER THAN 5:30PM on Sun, June 28, 2020.**
9. You will be responsible for calculating and collecting your own sales tax (local, city, state & federal). Festival Organizers will email sales tax information to you before the event.
10. **Due to health regulations you will not be permitted to sell food items whether packaged or not.** There is a separate application for food vendors.

11. Alcohol is not allowed outside of the designated areas. It is to be consumed inside the Temple gym and in the designated outside areas ONLY.
12. **No unauthorized electrical equipment or devices will be permitted in order to prevent overloading of the generators.** Electrical use is limited to phone rechargers and the like unless additional arrangements and payment are made in advance with the festival organizers.
13. **Subletting your booth is expressly prohibited.** Only vendors named on the application form are permitted to participate in the festival. If subletting is discovered, all involved vendors will be barred from participation in the festival and no refunds will be provided. Items not listed on the application which have not been pre-approved may not be sold at the festival. Violators will be warned to stop selling non-approved or offending products/items immediately.
14. Booth assignments will be made by the Festival Organizers. *No requests from vendors are guaranteed.*
15. Cherry Blossom Festival will not be liable for items sold by vendors that carry a warranty.
16. **Cancellation policy:** There is no rain date for the festival. No fees will be refunded due to the cancellation of the event due to acts of nature or because of events beyond the control of the Cherry Blossom Festival. Additionally, vendors who wish to cancel their booth space must do so by email **no later than April 15, 2020** and will be refunded fees paid minus 25%. There will be no refund given for cancellations after that date.
17. **Photography Agreement:** Vendors shall permit photographs and video recording of their booths, employees and agents. All photographs and video footage shall be the sole property of the Cherry Blossom Festival and may be used by Festival Organizers in any manner or media without obligation to exhibitor. *Please inform Festival Organizers if you choose to opt-out of being photographed.*

Vendor applications will be considered based on the following factors:

1. Previous vendor participation in the Cherry Blossom Festival.
2. Fulfillment of the required Japanese theme based on descriptions and photograph(s) submitted by the vendor or available on the vendor's website.
3. Variety of vendor products. We are committed to providing our visitors and patrons with a wide variety of high-quality Japanese-themed products. However, there may be some overlap in the similarity of products sold by another vendor. These decisions will be made at the discretion of the Festival Organizers and should be respected by all vendors.
4. Receipt of completed application, Waiver, Release and Indemnity Form and payment **post-marked or received no later than April 15, 2020.**
5. Should completed vendor applications with payment exceed marketplace space, a wait list will be created. Vendors will be notified via email of their status.

Questions? Please contact Stacey Shigaya at staceys@sakurafoundation.org or 303.951.4486, Monday through Friday, 8am to 3pm MST.



Cherry Blossom
FESTIVAL
— AT SAKURA SQUARE —

2020 MARKETPLACE VENDOR APPLICATION June 27 and 28, 2020

Completed application, Waiver, Release and Indemnity Form and payment must be post-marked or received by April 15, 2020

Name of Company/Organization*: <i>*If non-profit, please attach proof of status</i>	
Name of Contact:	
Address:	
City, State, Zip Code:	
Cell number:	Email:
Website address:	
Sales tax I.D. number:	
Detailed description of items to be sold and/or demonstrated: *IF PHOTOS ARE NOT AVAILABLE ON YOUR WEBSITE, ATTACH PHOTOS TO THIS APPLICATION. <u>REPEAT VENDORS NEED ONLY PROVIDE PHOTOS OF NEW ITEMS.</u>	

BOOTH RENTAL ORDER FORM*			
MAKE CHECKS PAYABLE TO SAKURA FOUNDATION			
	Fees Below Are Due with Application	Quantity	Total Price
FOR-PROFIT VENDORS			
<i>Due to space limitations, we offer Single OR Double booth spaces only</i>			
Single booth (10 ft x 10 ft) Booth fee + 10% of gross pre-tax sales collected on 6.28.2020	\$350		
Double booth (10 ft x 20 ft) Booth fee + 10% of gross pre-tax sales collected on 6.28.2020	\$550		
Participation flat fee by for-profit vendors not selling at booth Due with application	\$200		
Extra six foot table	\$20 each		
Extra eight foot table	\$20 each		
Extra folding chair	\$5 each		
NON-PROFIT VENDORS			
<i>Proof of non-profit status must be provided with the application</i>			
Single booth (10 ft x 10 ft) with products/services for sale Booth fee + 10% of gross pre-tax sales collected on 6.28.2020	\$250		
Single booth with information only/no sales	\$275		
Extra six foot table	\$20 each		
Extra eight foot table	\$20 each		
Extra folding chair	\$5 each		
TOTAL AMOUNT DUE WITH APPLICATION			\$

*All costs are for the entire weekend.

Please return/post-mark the completed application, Waiver, Release and Indemnity Form and payment via US mail no later than April 15, 2019 to:

Sakura Foundation
ATTN: Cherry Blossom Festival
1255 19th Street, Suite 103
Denver, CO 80202

**Thank you for your interest in this year's Cherry Blossom Festival at Sakura Square.
We look forward to a successful partnership and an outstanding festival!**

I have read and agree to all documentation provided for participation in the Cherry Blossom Festival, have provided applicable product descriptions/photos and included payment in full.

Name of Company/Organization: _____

Print Name: _____ Date: _____

Signature: _____

WAIVER, RELEASE AND INDEMNITY

THIS IS A RELEASE OF LIABILITY. PLEASE READ BEFORE SIGNING

I desire to participate in the CHERRY BLOSSOM FESTIVAL (the "Activity"). I acknowledge, agree and represent:

1. I hereby **RELEASE** and **WAIVE** any and all **RIGHTS, CLAIMS AND ACTIONS** for any **INJURIES, LOSSES, DAMAGES, COSTS AND EXPENSES** of any nature I have or may acquire against all parties involved in the Activity including, without limitation, **TRI-STATE DENVER BUDDHIST TEMPLE, SAKURA FOUNDATION, and SAKURA SQUARE LLC** and each of their respective directors, trustees, officers, agents, employees and contractors (collectively, the "**SPONSORING ENTITIES**") which in any way arise out of or relate to my participation in the Activity, including, without limitation, any claims based on **NEGLIGENCE OR BREACH OF WARRANTY**. I understand that I am participating in the Activity at my own risk. **FURTHER, I AGREE NOT TO SUE FOR ANY OF THE FOREGOING**. The foregoing waiver, release and covenant to not sue includes, without limitation, any and all responsibility or liability whatsoever any Sponsoring Entity may have for **PERSONAL INJURY, DEATH, PROPERTY DAMAGE or OTHER LOSS OR DAMAGE** I may suffer from any cause whatsoever related to my participation in the Activity, including the actions or inactions of spectators or other participants.

2. I **ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS OR DAMAGE I MAY SUFFER OR CAUSE** while participating in the Activity, whether due to the **NEGLIGENCE** of Sponsoring Entities or any other party or from any other cause. I agree to **DEFEND, INDEMNIFY AND HOLD SPONSORING ENTITIES HARMLESS** from any and all liability, damage, cost or expense (including but not limited to attorney and witness fees) which may be incurred or suffered by them on account of any claim for death, personal injury, property damage or any other damage resulting from my participation in the Activity.

3. This Waiver, Release and Indemnity is intended to be as broad as permitted by law. In the event any provision is overly broad, invalid or unenforceable, such provision may be reduced in scope by the minimum amount necessary to make it valid and enforceable, and in any event the remainder of this Waiver, Release, and Indemnity shall continue in full legal force and effect.

4. All disputes arising from participation in the Activity, including any claims for personal injury, death or property damage, will be governed by the internal laws of the State of Colorado and exclusive jurisdiction thereof will be in Denver County, Colorado, or the federal courts in the State of Colorado.

5. I grant the right for Activity organizers to take photographs of me and my property in connection with the Activity programs and events. I authorize the Activity to copyright, use and publish the same in print and/or electronically. I agree that photographs of me may be utilized with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising and Web content.

I UNDERSTAND THIS WAIVER, RELEASE AND INDEMNITY IS A RELEASE OF ALL CLAIMS. I HAVE READ AND VOLUNTARILY SIGN THIS WAIVER, RELEASE AND INDEMNITY, AND FURTHER, AGREE THAT NO WRITTEN OR ORAL REPRESENTATIONS OR OTHER INDUCEMENTS NOT SET FORTH ABOVE HAVE BEEN MADE TO ME TO OBTAIN MY AGREEMENT TO THE FOREGOING. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE.

Date: _____

Signature of Participant

Printed Name of Participant