



Cherry Blossom Festival

MARKETPLACE VENDOR BOOTH RENTAL AGREEMENT, RULES AND REGULATIONS June 18 and 19, 2016

Please read the following instructions and vendor rules and regulations for the June 18 & 19, 2016 Cherry Blossom Festival at Sakura Square in Denver, CO. The application and Waiver, Release and Indemnity Form can be found on pages 4 – 6 of this document.

Applications are accepted on a first-come, first-served basis due to limited vendor space. If your application is accepted, you will receive a Confirmation of Booth Rental via email. Receipt of this signed application binds you, the vendor, to all rules and regulations of the Cherry Blossom Festival. **Completed applications, Waivers, Release and Indemnity Forms and payment received after April 30, 2016 as subject to a wait list if all booth spots have been reserved.**

BOOTH RENTAL PRICING*	
MAKE CHECKS PAYABLE TO <i>SAKURA FOUNDATION</i>	
	Rental Fees <i>Fixed fees due with application</i>
FOR-PROFIT VENDORS	
Booth with products/services for sale + 10% of sales**	\$300
Additional booth rental	\$200
Extra table (8 foot)	\$16 each
Extra table (6 foot)	\$16 each
Extra folding chair	\$3 each
NON-PROFIT VENDORS	
<i>Proof of non-profit status must be provided with the application</i>	
Booth with products/services for sale + 10% of sales**	\$200
Booth with information only/no sales	\$225
Extra folding chair	\$3 each
PARKING FOR OVER-SIZED VEHICLES ONLY	
Parking for trailers or over-sized vehicles that will occupy more than one parking space	\$10

*All fees are for the entire weekend. Please contact Stacey Shigaya with questions: staceys@sakurasquare.com.

**Participation fee of 10% of sales due at 5pm on Sunday, June 19th.

Booth assignments are first-come, first-served with completed, paid applications and will be made by the organizers. No requests are guaranteed!

Booth Rental and Participation Fee:

Fixed booth fee (due with application) are to be paid via check or money order made payable to **Sakura Foundation**. The participation fee for vendors selling products/services remains the same as in 2015 at **10% of sales, payable to Sakura Foundation by 5:00pm on June 19, 2016.** Otherwise, the vendor will be required to pay 30% of sales no later than July 30, 2016. Documentation of calculation is kindly requested with payment. A festival rep will collect your participation fee at your booth on Sunday.

Booth Rental Package includes the following:

- One (1) 10'x10' pop-up tent, weights for tent
- One 8 foot table and two folding chairs
- **Vendors may use only the rental equipment provided by the festival. Vendor's personal chairs and tables are not permitted.**
- **For-profit vendors only:** One clip-on electric fan, and electrical outlet. Electricity is being provided as a service to for-profit vendors at no extra cost. If, for any reason, electricity is not available there will be no discounts given.
- One parking space for one vehicle for each day of the festival. See fee schedule for over-sized vehicles/trailers. You will receive your **parking permit** at check-in on June 18, 2016 at the parking lot tent at the start of the festival weekend. The permit needs to be displayed on your dashboard at all times during the entire festival. There is a fee for extra cars entering the festival parking lot, which is on a first-come, first-served. **OVER-NIGHT PARKING IS STRICTLY PROHIBITED IN THE FESTIVAL PARKING LOT. Violators will be towed at their own expense. Thank you for your cooperation.**
- Booth rentals for non-profit and information-only vendors include a 10x10 tent, one 6 foot table and two chairs. Due to logistical constraints, electricity is not available for these booths. If you have electrical needs, please contact Stacey Shigaya at staceys@sakurasquare.com. If we are able to accommodate your request, an additional fee will be required to cover the equipment and access costs.
- You may order additional tables for your booth if needed. Please indicate desired size on your application (ie 6 ft or 8 ft table).

Other 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 June 18th and **4:00 p.m.** on June 19th. **Remain open to visitors until those times.**
3. You are responsible for the set up and take down of your booth.
4. You will provide your own sign identifying the booth. The size of your sign is not to obstruct the view of the booth next to you on both sides.
5. You will provide all electrical wires and extension cords.
6. Your booth must be staffed at all times.
7. You must provide your own relief for breaks etc.
8. 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.**

Other Rules and Regulations (continued)

9. **At the close of the festival Sunday evening, you will remove all of your belongings from the booth and pick up any trash in and around your booth area. Please have your merchandise/crafts cleared for table and tent removal.**

10. You will be responsible for your own sales tax (local, city, state & federal).

11. **Due to health regulations you will not be permitted to sell/give away food items whether packaged or not.** There is a separate application for food vendors.

12. Alcohol is not allowed outside of the designated areas. It is to be consumed inside the temple gym and in the Beer Garden areas ONLY.

13. **No unauthorized electrical equipment or devices will be permitted.**

14. **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.

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.

Vendor applications will be considered based on the following factors:

1. Previous vendor participation.

2. Fulfillment of the required Japanese theme based on detailed description and photograph(s) submitted by the vendor, along with their assurance that the artist of the product will be at the festival to sell the product

3. Variety of vendor products. We are committed to providing our visitors and patrons with a wide variety of high quality Japanese 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. Order of receipt of completed application, Waiver, Release and Indemnity Form and payment. Once all booth spaces have been reserved, all other vendors will be placed on a waiting list and notified of their status.

We are aware that booth placement is of utmost importance to our vendors and will consider all requests accordingly. However, booth placement will be on a first-come, first-served basis and will be at the discretion of the Festival Organizers.

Questions: Please contact Stacey Shigaya at staceys@sakurasquare.com or 303.755.3377, Monday through Friday, 8am to 3pm MST.



Cherry Blossom Festival

MARKETPLACE VENDOR APPLICATION June 18 and 19, 2016

Completed applications, Waiver, Release and Indemnity Form and payment received after April 30, 2016 will be subject to a wait list if all booth spaces have been reserved.

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:
Sales tax I.D. number:	
Detailed description of items or product to be sold or demonstrated: *PLEASE ATTACH PHOTOS OF THESE ITEMS TO THIS APPLICATION	

BOOTH RENTAL ORDER FORM*			
MAKE CHECKS PAYABLE TO <i>SAKURA FOUNDATION</i>			
	Rental Fees <i>Fixed fees due with application</i>	Quantity	Total
FOR-PROFIT VENDORS			
Booth with products/services for sale Booth fee + 10% of sales	\$300		
Additional booth rental	\$200		
Extra six foot table	\$16 each		
Extra eight foot table	\$16 each		
Extra folding chair	\$3 each		
NON-PROFIT VENDORS			
<i>Proof of non-profit status must be provided with the application</i>			
Booth with products/services for sale Booth fee + 10% of sales	\$200		
Booth with information only/no sales	\$225		
Extra folding chair	\$3 each		
PARKING FOR OVER-SIZED VEHICLES ONLY			
Parking for trailers or over-sized vehicles that will occupy more than one parking space	\$10		
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 to:

Sakura Foundation
ATTN: Cherry Blossom Festival
1255 19th Street
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 another outstanding festival!**

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

Name of Company/Organization: _____

Print Name: _____ Date: _____

Signature: _____



Cherry Blossom Festival

WAIVER, RELEASE AND INDEMNITY

THIS IS A RELEASE OF LIABILITY. PLEASE READ BEFORE SIGNING.

I desire to participate in the CHERRY BLOSSOM FESTIVAL—SAKURA MATSURI (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, and employees (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.

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