

Summer Fest Garage Sale Thursdays

June 1 ♦ June 8 ♦ June 15

Set-up: 11 am to 2 pm

General Admission: 3 pm to 8 pm

Tear Down: 8 pm to 10 pm

♦♦ Colorado Springs Event Center ♦♦

3960 Palmer Park Blvd. ❖ Colorado Springs, CO



Presented By

Sunny 106.3

&

Gammy
Oakland

To Benefit



Name

Mailing Address

City

State

Zip Code

Email Address

() -

Cell Phone

() -

Land Line Phone

Non-Commercial Space Rental Rates

Commercial Vendors should email us at CUHQ@hotmail.com

10' x 10' space (no pipe and drape) (max 4 spaces) _____ x \$35 = _____

Tables 8' (encouraged to bring your own) _____ x \$10 = _____

Chairs (encouraged to bring your own) _____ x \$3 = _____

Total..... _____

Payment must be received no later that one week before event.

We accept money orders and debit/credit card payment only. **No checks. No Refunds**

Debit/Credit Card Information

Card # _____

Exp. Date: ____ / ____ CVV Code: ____ Billing Zip Code: _____

General description of what you will be selling, giving away, or promoting: _____

The following page, Liability Waiver, must be signed and submitted with this page.

Sign and return with payment to:

Christmas Unlimited / Operation Back To School

2204 E. Boulder St. ❖ Colorado Springs, CO ❖ 80909

(719) 471-7731 ♦ cuhq@hotmail.com

Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors – Contract / Booth Rental Agreement, Terms & Conditions, Waiver of Liability & Hold Harmless Agreement for Participation in: City Summer Fest, Colorado Springs, CO June 1st through 18th, 2017. This document is an agreement entered into between Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors (the “Promoter”) and the participating vendor, whose name is printed and signed below (the “Vendor”).

Vendor acknowledges Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors and the hosting venue as the authoritative bodies responsible for management of the event and insuring that all Vendors comply with the above rules and regulations. Vendor acknowledges that all arrangements for Vendor space rental at this Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors event must be made exclusively with the Promoter. Promoter reserves the right to refuse service and/or rental options at Promoter’s discretion, for any reason. All approved, participating Vendors must complete and sign registration forms and submit total fees due in order to secure space reservation for the event. **NO SPACES WILL BE HELD WITHOUT PAYMENT & REGISTRATION SUBMITTED.** Vendor acknowledges that Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors makes no express or implied guarantees of performance or sales of vendor merchandise at any Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors event. Vendor acknowledges that payments made to Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors by Vendor are for the sole purpose of renting exhibit space at the event and/or rental of certain equipment provided by Promoter upon request of Vendor (tables, chairs, electrical service, etc.) As with any business venture, there is a risk of incurring loss at any event. Past performance is not necessarily indicative of future results. Vendor is solely responsible for the outcome of Vendor sales at any Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors event. Vendor must position display so as not to impede aisle traffic, cause a safety hazard, obstruct areas that must meet fire code, or infringe upon another Vendor’s rental space or endanger another Vendor’s merchandise. Vendor agrees to keep their display and merchandise within the boundaries of their designated rental space. Vendor agrees to modify their display at Promoter’s request regardless of reason. Promoter reserves the right to refuse or revoke booth space reservations to any applicant, at any time, regardless of reason. Vendor is expected to behave in a respectful, professional manner, with self-control and refrain from the use of profanity. Vendor agrees not to pack merchandise prior to close of the show without express, written permission from Promoter. Vendor understands that failure to comply with Terms & Conditions for Participation may result in expulsion from any Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors event at any time and barred participation in future events at Promoter’s discretion. In cases of Vendor dismissal, walk-out during the show, or Vendor protest or Vendor complaint submitted during or after the event, **NO REFUNDS WILL BE ISSUED. ALL SALES ARE FINAL.** Vendor grants permission to Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors to use images of Vendor (including any motion picture or still photographs made by the Promoter, or Promoter’s agent, of Vendor’s likeness or merchandise) for any purposes in connection with promoting Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors events, which may include but is not limited to advertising, promotion and marketing. The Promoter may crop, alter or modify/combine such images with other images, text and graphics, without notifying Vendor. Vendor consents to use of their name and any other information provided by Vendor to the Promoter to be used/displayed as necessary in order to promote Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors events. Sales Tax: Promoter will provide Vendors with sales tax information as available. Vendor understands Promoter may be required to supply Vendor information, which includes but is not limited to registered name, address and phone number to governing tax authorities at the conclusion of the event.

Waiver of Liability and Hold Harmless Agreement

In consideration for receiving authorization from Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors to participate in the Ultimate Indoor Garage Sale, March 31 – April 1, 2017 event, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors, Mortgage Solutions Financial Expo Center, the City of Colorado Springs, their officers, agents, volunteers, or employees (hereinafter referred to as RELEASEES) from any and all LIABILITY, claims, demands, actions and causes of action whatsoever arising out of or related to ANY loss, damage, or injury, including death, that may be sustained by me, my agents or associates, or any of the property belonging to me, or minor children under my care WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted. I am fully aware of the financial, material, physical and other risks involved and the hazards connected with this activity, including but not limited to travel and/or any on-site hazards. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS OF ANY KIND, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise. I understand that Tapia Advertising, Christmas Unlimited, Media Partners, Crabtree Amusements and Any Additional Sponsors does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE OR HOLD LIABLE the above-named RELEASEES. I hereby further

agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Colorado. IN SIGNING THIS DOCUMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release for full, adequate and complete consideration fully intending to be bound by same. Any minor children, of which I am their parent or legal guardian or have been given custody of their care by the act of bringing them to said activity with permission of their parent or legal guardian, do also empower me to make decisions on their behalf and certify this Waiver of Liability and Hold Harmless Agreement in their person.

By signing below, I acknowledge I have read, understand and agree to all terms written above within this agreement.

PRINT NAME: _____ Date: _____

Signature: _____