

# 2024 DONKEY DERBY DAYS APPLICATION VENDOR APPLICATION AND INFORMATION



Dear Prospective Vendor:

Thank you for your interest in participating in a special event in the City of Cripple Creek. This event may or may not be managed by an outside agency - please contact the Two Mile High Club for any additional information you need.

Cripple Creek sits at an elevation of 9,494 feet above sea level. All vendors should be prepared for sudden changes in weather and temperatures, to include intense rain, hail, wind, cold and heat. It is recommended that vendors drink plenty of water and keep in mind that the effects of alcohol can be greatly intensified at this altitude. We want our participating vendors to be successful and safe.

Every year we strive to improve our events, both for our vendors as well as our event patrons. We work to produce a high-quality event that pleases our visitors. We seek food and retail vendors that have quality merchandise and unique items that will make our event memorable. If you are a prospective food vendor, please provide a copy of your menu with your application. If you are a prospective retail vendor, please provide a thorough description of your merchandise. All retail vendors must purchase a temporary sales tax license and provide a Certificate of Insurance naming the City of Cripple Creek as Additionally Insured. Food vendors must also provide a health department certificate issued for Teller County food preparation and sales.

We make a sincere and reasonable effort to accommodate the needs of our vendors, but must work within the confines of laws, regulations and time. Your professionalism in adhering to the requirements stated in this application is therefore greatly appreciated.

Thank you

Brandon Westhoff

TMHC President, Vendor Coordinator

(360)927-3068

**Please E-Mail Application and Required Forms to:**

**Two Mile High Club**

**Vendor Coordinator**

**ATTN: 2024 Donkey Derby Days**

**[vendors@tmhc-ccd.org](mailto:vendors@tmhc-ccd.org)**

**Incomplete Vendor Applications will NOT be accepted.**

**Once your application has been approved, a payment link will be sent for your vendor space.**

**ALL APPLICATIONS MUST BE RECEIVED BY OR BEFORE May 17th, 2024.**

**After this date, we will no longer be accepting applications.**

## **SPECIAL EVENTS VENDOR INFORMATION**

*\*Please Read all Rules and Policies below carefully\**

### **ARRIVAL AND CHECK-IN, DEPARTURE**

- Check-in and departure times vary. Please review the individual event listings for specific times.
- Vendor setup will be Friday, June 28<sup>th</sup> from 7:00 am to 12pm.
- Vendor booth location will be given at check in on Friday, June 28<sup>th</sup>
- Vendors must remove all items off the street by 7:00 pm on Sunday June 30<sup>th</sup>, 2024.
- There will be a soft opening from 2-9 pm Friday for any vendors wanting to sell early. We are asking vendors to remain open Saturday 10am-6pm and Sunday 10am-3pm. You may open at 9AM Saturday and Sunday and may stay open till 7pm Saturday and 5pm Sunday. Everything must be off the road by 7pm Sunday June 30<sup>th</sup>, 2024.
- If you have a large vehicle or trailer to maneuver, please plan on arriving early, call the vendor coordinator if you would like to show up Thursday June 27<sup>th</sup>, 2024 after 6pm
- **Absolutely no vehicles will be allowed to drive on any closed street except for Thursday after 6pm, Friday 7am-12pm, Saturday 7am-9am and Sunday 7am-9am and Sunday after 3 pm. Vendors must provide their own carts or dolly to move any inventory, product, or equipment once the event has started. Driving a vehicle on a closed street could result in a ticket and a fine.**

### **FEES/CANCELLATIONS**

- Full payment must be made once your application has been approved. Approval/Denial will be sent to you within one week of application submission.
- **Cancellations must be made no later than May 17, 2024 to receive a full refund . If a cancellation is made AFTER May 17, 2024 25% of the booth fee will be retained and you will receive 75% of your booth fee back .** Please provide both a written notice as well as a courtesy phone call.
- Cancellations made after June 21<sup>st</sup>, 2024, forfeit the entire space fee for each space purchased.
- **THERE IS NO REFUND OR FEE TRANSFER FOR “NO-SHOWS.”**
- Vendors that leave early or fail to open one of the days, may have their space relocated, forfeit all fees paid and may not be asked to participate in future events.

### **SPACE SPECIFICATIONS**

- Event spaces are limited.
- Applications are accepted, and spaces are assigned based on five criteria:
  - Date application was received.
  - Previous history with the Two Mile High Club Events.
  - The goal of quality, diversity, variety, and limited duplication.
  - No political or controversial booths will be accepted into the event.
  - Medical or health conditions that require aid and assistance.
- All space assignments are made at the discretion of the Event Manager or managing outside agency.
- All retail spaces are 12' x 12' and 12' by 24'. **If you have displays, equipment, or products (including wagons or trailer tongues) that cannot fit into the confines of this space, you will need to purchase and/or will be charged for additional space(s).**
- Street layouts are predetermined with the legal requirements for fire lanes and the safety of our visitors in mind.
- You will not be able to park your vehicle in or near your vendor space, nor is there designated vendor parking.  
**Please respect all NO PARKING AND EMPLOYEE PARKING SIGNS.**
- You may not camp in your vendor space. Camping is allowed only in approved camping areas due to City ordinance.
- **You may only sell from one side of your booth, unless you are placed on a corner vendor space!**
- There will be a 2 foot space between vendors, **this space must remain clear at all times.**

## SAFETY AND SECURITY

Do not use stakes or spikes to secure tents or equipment. Tents and booths must be able to withstand extremely inclement weather including wind. Safety is our number one concern, and we cannot stress enough the need for substantial weight on each of your tent poles/ booth items (displays, tables, etc). While we do not require a specific weight requirement for each of your tent poles, we request a minimum of 75 lbs. per pole, with a minimum of 4 poles per 12' x 12' tent. A higher weight per pole is highly encouraged.

- In the past, improper and/or inadequate tent weights have resulted in a loss of merchandise and equipment for our vendors, as well as potentially unsafe conditions for our vendors and event patrons. The Two Mile High Club reserves the right to ask any vendor that has what could potentially be an unsafe setup to leave, if the vendor is unwilling to make necessary and immediate adjustments. Though the Two Mile High Club is not responsible for damages that arise during the event, please help us protect our visitors, our vendors, and our vendors' property.
- Booths may be left up overnight. Please secure merchandise, as the Two Mile High Club and any outside managing agencies will not be responsible for loss or damage. Please report any suspicious behavior to event staff immediately.
- Vendors will be asked to provide contact information (cell phone #, where you are staying, etc.) during check-in. This will be used for any after hours emergency contact if needed.
- Again, please remember that safety is our number one concern.

## SERVICES

- Electricity **WILL NOT** be provided by the City of Cripple Creek/Two Mile High Club, and it is the responsibility of the vendor to provide their own generators. **If your generator is not a low-emission, whisper model you may be asked to leave the event and forfeit any fees paid to the Two Mile High Club.**
  - Personal generators that are needed to keep refrigerators and other equipment running through the night are the responsibility of the vendor, and must be low-emission, whisper-model generators.
  - Any cords running across the sidewalk **MUST** have cord ramps. There's a limited number available to use from the city.
  - The City of Cripple Creek/Two Mile High Club does not provide equipment (including tents, tables, and chairs).
  - All fuel cans need to be stored 10' from ignition source and have fire extinguisher rating of **3A-40B-C** rating.
  - Water will not be provided. If you need water, you must make your own plans ahead of time.
  - All vendors are responsible for cleaning their area of trash, leftovers and waste. Multiple dumpsters are available for this purpose. **DO NOT USE** trash totes or small trash cans on the street. Those are reserved for patron use. Vendors **MUST** transport all trash to the large dumpster. This includes boxes, plastic wrap, leftover food, liquids, and any other trash generated as a result of operating your business.
- \*We do not currently charge a deposit, but if trash disposal continues to be an issue we will consider adding a deposit for future events or you will not be allowed at another Two Mile High Club Event. To avoid this, please pick up after yourself.**

## GENERAL

- Please maintain an open and inviting atmosphere. Closing early or preparing to close may appear as though the event is closed for the evening, and event patrons may choose to leave early which can hurt the success of our vendors.
- Please have vendor spaces cleared and cleaned prior to leaving.
- Vendors **MUST** participate both Saturday and Sunday. Please note that if you leave in the middle of an event you may forfeit any vendor fees and may not be able to attend future Two Mile High Club Events.
- All vendors are responsible for their own tax reporting and collecting. (Teller County 1%, City 3.30%, and State 2.9% for a TOTAL OF 7.2%)
- No items using the logos, slogans, or event references for this specific event, or the Two Mile High Club, can be sold by a vendor.

It is the intention of the Two Mile High Club and the Cripple Creek Events Department that our vendors provide an attractive, interesting, professional, clean and well-maintained booth - and that they provide friendly, helpful, fun-loving personnel so that our visitors - your customers - enjoy the event and look forward to coming again next year! It is also our intention to produce an event that you - our vendors - will find exciting and profitable so that you, too, will look forward to coming again for the next event. We welcome your feedback and input.

**ACT INSURANCE**

All vendors are required to have liability insurance. Please furnish a Certificate of Insurance evidencing your coverage for Comprehensive General Liability with bodily injury and property damage limits of \$1,000,000 each occurrence/\$1,000,000 general aggregate and listing the Two Mile High Club as additional insured to your current policy. Proof of coverage for Workers Compensation should be included if you intend to have employees or volunteers participate. You as Lessee agree to indemnify and save harmless the Two Mile High Club and any event managing organizations for all costs and expenses of any nature arising out of a claim for "bodily injury" sustained by any person, group or organization arising out of the operation of the booth by the applicant and/or applicant's employees or guests.

**FOOD SERVICE LICENSE**

All food vendors must have a current food service license issued by the Health Department for the State of Colorado. Please contact the Teller County Department of Public Health and Environment at (719) 687-3048 to ensure you have all the necessary licenses and paperwork needed to vend at our event. In the event a food vendor is not in compliance during the event, the vendor will be required to close until compliance can be accomplished. All food vendors **must have a fire extinguisher** on site with at least a **3A-40B-C** rating.

**COMPRESSED GAS**

Vendors using any type of compressed gas will be required to have cylinders restrained from falling by using a chain, rope or similar material to anchor bottles to a fixed post or similar object.

**2024 Donkey Derby Days Application Checklist**

|   |  |
|---|--|
| Vendor Application                        |  |
| Hold Harmless                             |  |
| Menu/Merchandise Photos                   |  |
| Food Service License (Food Vendors Only)  |  |
| Cert. of Insurance                        |  |
| Pictures of your generator(if applicable) |  |
| Non profit: 501 or Good Standing Letter   |  |

**\*IF YOU ARE BRINGING A GENERATOR YOU MUST PROVIDE PICTURES WHEN YOU SUBMIT YOUR APPLICATION\***

## SPECIAL EVENTS VENDOR APPLICATION

|                                    |  |
|------------------------------------|--|
| Applicant's Name:                  |  |
| Owner:                             |  |
| Operator:                          |  |
| Business Name:                     |  |
| Sales Tax ID # <b>(required)</b> : |  |
| Address:                           |  |
| City:                              |  |
| State:                             |  |
| Zip Code:                          |  |
| E-Mail:                            |  |
| Website:                           |  |
| Cell # during Event:               |  |

### BOOTH DESCRIPTION

Please provide a brief description of your booth:

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How long will it take you to set up?

hour/hours

### EVENT CHECK-IN, ARRIVAL, AND DEPARTURE

- SETUP ON June 28th, 2024. EVENT ON June 28-30th, 2024.
- CHECK-IN times will begin June 28th at 7am and are scheduled until 12 pm. Please adhere to your assigned time!  
All Vehicles off the road by 1PM.
- You will be emailed a vendor check in location and check-in time one week before the event.
- **EVERYONE MUST BE CHECKED IN BY FRIDAY AT 12 PM UNLESS YOU RECEIVE SPECIAL PERMISSION FROM THE TWO MILE HIGH CLUB TO ARRIVE ON SATURDAY MORNING.**
- **Saturday arrivals may not be able to drive into the event footprint.**
- ALL MERCHANDISE MUST BE UNLOADED QUICKLY, AND CARS MUST BE MOVED FROM THE ROAD.
- VENDORS ARE WELCOME TO STAY OPEN UNTIL 9 P.M. ON SATURDAY AND 5 P.M. ON SUNDAY.
- TEAR DOWN MAY START AT 3 P.M. ON June 30th.
- STREETS MUST BE CLEARED OUT BY 7 P.M. June 30th, 2024.

**2024 Donkey Derby Days Vendor Fees:** Please fill in the number of spaces you will need so we can bill you appropriately.

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|--|--|--|
| 12' by 12' Non Electric Food/Vendor Booth: \$300 |  |  |
| 12' by 24' Non Electric Food/Vendor Booth: \$500 |  |  |
| Food Truck Vendor Booth: \$450                   |  |  |
| Non Profit 12' by 12' Vendor Booth: \$0          |  |  |
| Total  |  |  |

**THE TWO MILE HIGH CLUB RESERVES THE RIGHT TO GRANT OR DENY VENDOR BOOTHS. NO POLITICAL OR CONTROVERSIAL BOOTHS WILL BE ACCEPTED INTO THE EVENT.**

**THIS IS A RAIN, SNOW, OR SHINE EVENT ~ REFUNDS WILL NOT BE ISSUED FOR INCLEMENT WEATHER.**

**Incomplete vendor applications will not be accepted.**

Please email completed application, copy of insurance and appropriate licenses, menu (food vendors) and photos/merchandise description, and a signed Hold Harmless Agreement to [vendors@tmhc-ccd.org](mailto:vendors@tmhc-ccd.org)

I have read the information provided in the Vendor's packet and agree to abide by all terms and conditions of the event as outlined herein. I understand and acknowledge, also, that the Two Mile High Club reserves the right to refuse acceptance of any vendor.

|                      |  |
|----------------------|--|
| <b>Printed Name:</b> |  |
| <b>Signature:</b>    |  |
| <b>Date:</b>         |  |

Typing your name in the signature box above, legally binds you to this contract.

# HOLD HARMLESS AGREEMENT

THIS AGREEMENT is entered into by and between the Two Mile High Club and

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## RECITALS

A. In consideration for being permitted to rent a booth and participate in the **2024 Donkey Derby Days** event,

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agrees to indemnify, save and hold harmless the Two Mile High Club and the City of Cripple Creek from any and all claims which may occur to Exhibitors employees or property from any cause whatsoever, or any and all claims from a person(s) purchasing the said Exhibitors goods or services.

By signing below: Vendor agrees to comply with and accept: (a) the Rules and Regulations printed on the Special Events Vendor Application, (b) such other rules or operating procedures as the Two Mile High Club may reasonably require for orderly, construction, conduct, and dismantling of the event from “move-in” through “move-out”, and (c) the above Hold Harmless Agreement.

The Two Mile High Club shall have full power in the interpretation and enforcement of all Rules and Regulations contained herein, and the power to make such reasonable amendments thereto and such further Rules and Regulations as it shall consider necessary for the proper conduct of an event, provided same does not materially alter or diminish the contractual rights of vendor.

Vendor agrees to be bound by all of the terms and conditions thereof as to the use and enjoyment of the premises.

|               |  |
|---------------|--|
| Signature:    |  |
| Printed Name: |  |
| Date:         |  |

**Please sign and Email this application with all other required documents to the Two Mile High Club.**  
Typing your name in the signature box above, legally binds you to this contract.

**ATTN: 2024 Donkey Derby Days**  
[vendors@tmhc-ccd.org](mailto:vendors@tmhc-ccd.org)

Thank you! We look forward to seeing you in Cripple Creek, the World’s Greatest Gold Camp!