The Loveland Museum’s Cherry Celebration seeks to recognize Loveland’s local heritage as being former home to over 10,000 acres of cherry orchards from the 1920s through the 1960s. The 2024 Celebration supports local vendors, artisans, non-profit organizations, and the community at large by providing an annual event with community, fun, and music.

The Loveland Museum is currently seeking vendors and sponsors for the Cherry Celebration scheduled for Saturday, July 20, 2024, from 5:00 pm – 8:00 pm, taking place outdoors next to the Loveland Museum on 5th Street and the parking lot. This event brings thousands of people downtown to enjoy music, all sorts of cherry goods and desserts, art, and kids’ activities, in a “small-town” community gathering.
We are accepting applications for the following participants:

**Booth** | **Fee** | **Description**
---|---|---
Market Vendor (food, beverage, or other Cherry goods) | $100.00 | Market Vendors are county and city approved vendors/wholesalers who can plan to have at least one cherry related item (however, the more the cherry items, the better!). These vendors include food and goods. Examples of items would be food with a cherry topping, baked goods with cherries, salsa/jams/etc. with cherries, ice cream, coffee and more. Market Vendors will be allowed to keep all sales from the event. All vendors must apply for a City of Loveland special event sales tax license if they do not already have a business license through the City of Loveland.

Desired market vendors
- Minimum two, maximum four food truck vendors
- Minimum one, maximum two coffee vendors
- Minimum one, maximum two ice cream vendors
- Minimum three, maximum ten other goods vendors

Market Vendors must provide everything they will need for their set up. Spaces are either 10’x10’ or 20’x10’ for Market Vendors.

Sponsor | $100.00 | These spots are reserved for for-profit organizations or businesses that would like a booth at the event. Space will be limited. Sponsors may not sell anything at the event, but can pass out organizational information. Please also provide a cherry-related or themed activity.

Will be provided a 10x10 space, table and 2 chairs.

Artisan Market | $50.00 | These spots are reserved for artisans that would like a booth at the event. Space will be limited. All Art Market Vendors must apply for a City of Loveland special event sales tax license if they do not already have a business license through the City of Loveland. Please try to have at least one cherry-themed piece of work.

Will be provided a 10x10 space, table and 2 chairs.

Community/Non-Profit Vendor | $30.00 | These spots are reserved for community or non profit groups that would like a booth at the event. Space will be limited. Non-profit vendors may not sell anything at the event, but can pass out organizational information. Please also provide a cherry-related or themed activity.

Will be provided a 10x10 space, table and 2 chairs.

Anything we can provide is listed above. There are also very limited spots with electricity. Please indicate on your application if you need electricity or will bring a generator.

YOU WILL NEED TO PROVIDE:
- Staff or volunteers to run your booth
- Materials for your activity, if asked to provide one (for up to 500 children).
- Tent (if desired).
- Weights to hold down your tent (required if you will have a tent and must be 40lbs per tent leg, otherwise you will be asked to remove your tent).
- Sales Tax License for Loveland if you will be selling any goods.
- Signed indemnity agreement AND a copy of your general liability insurance, if you carry it. *(please send in with your application form).

Application Deadline: May 28, 2024 (as space allows)
Application
Cherry Celebration at the Loveland Museum
Saturday, July 20, 2024, 5:00 pm - 8:00 pm

Additional information

Sorry, we do not have a digital application at this time.

Applications will be accepted on a first come, first served basis, as space allows. The application deadline is May 28, 2024, if not filled prior to then.

Applications can be scanned and emailed to jenni.dobson@cityofloveland.org.

If you’d like to mail a check and your application, please send them to: Jenni Dobson, Loveland Museum, 503 N. Lincoln, Loveland, CO 80537.

Payment information

Application may be emailed to jenni.dobson@cityofloveland.org or sent to Jenni Dobson at Loveland Museum, 503 N. Lincoln, Loveland, CO 80537. IF you’d like to pay fees over the phone, please call 970-962-2410. We will not process payments until you have been approved for participation.

Vendor Eligibility and Insurance Requirements

- **IMPORTANT!** Market Vendors must have a liability insurance policy with a minimum coverage of $1 million per occurrence with the City of Loveland added as an additional insured. A certificate of insurance must be sent with your application.

- **Non-Profit Vendors, Artist Vendors and Sponsors** should send in proof of liability insurance if they have it, with their application. If you do not have it, please submit the attached waiver with your application instead.

- **Market Vendors** are responsible for the necessary licenses and permits for their booth and must display the original document at each market (no copies allowed).

- For health and safety reasons, ALL booth vendors’ personal pets are not allowed.

- If bringing any sort of shade tent, weights to hold down your tent are required. (40lbs per tent leg).
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<th>Organization/Business Name:</th>
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<tr>
<td>Main Contact Name:</td>
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<td>Phone:</td>
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<td>Email:</td>
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<td>Website:</td>
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<tr>
<th>Market Vendor</th>
<th>Nature of Business: ____________________________</th>
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<td></td>
<td>Cherry-related product (s) we can offer: ________________</td>
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<td>Desired space: __________ 10’x10’ _____________ 20’x20’</td>
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<td>Will provide own generator: __________________________</td>
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<td>Will need electricity if available (very limited): __________</td>
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<th>Community or Non-Profit Vendor</th>
<th>Nature of Business: ____________________________</th>
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<tr>
<td></td>
<td>Cherry-related activity (s) we can offer: __________________________</td>
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<td>Will need electricity if available (very limited): __________</td>
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<th>Sponsor</th>
<th>Nature of Business: ____________________________</th>
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<td>Cherry-related activity (s) we can offer: __________________________</td>
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<td>Will need electricity if available (very limited): __________</td>
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<th>Artist Vendor</th>
<th>Nature of Business: ____________________________</th>
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<td></td>
<td>Cherry-related activity (s) we can offer: __________________________</td>
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<td></td>
<td>Will need electricity if available (very limited): __________</td>
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Application fee

_________ check enclosed (payable to City of Loveland)
_________ bill my credit card for $___________

Credit card Number: ____________________________
Expiration date: ____________________________
Card holder name: ____________________________
Card holder signature: ____________________________
VENDOR INDEMNITY AGREEMENT

THIS VENDOR INDEMNITY AGREEMENT (the “Agreement”) is entered into this _____ day of ________________, 2023, by and between the CITY OF LOVELAND, Colorado (“City”), and ____________________________ (“Vendor”) for Vendor’s operation of a booth at the City’s Cherry Celebration (“Event”).

WHEREAS, the City hereby allows Vendor to operate a booth at the Event hosted by the City as set forth on the Vendor Information Sheet and Vendor Application attached as “Exhibit A;”

WHEREAS, the City would be unwilling to permit Vendor to operate a booth at the Event without execution of this Agreement.

NOW THEREFORE, in consideration of the mutual promises between the parties, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Indemnification: Vendor assumes all responsibility, risk, and liability associated with the operation of Vendor’s booth at the Event including all losses, costs, charges, penalties, obligations, expenses, attorneys’ fees, litigation, judgments, damages, claims, and demands of any kind whatsoever incurred or in connection with the actions of Vendor and its agents, including without limitation employees, independent contractors, volunteers, technicians, invitees and others. Vendor agrees to indemnify, defend, save and hold City, its elected officials, employees, volunteers, and agents harmless from any and all such liability, losses, costs, charges, penalties, obligations, expenses, attorneys’ fees, litigation, judgments, damages, claims, and demands of any kind whatsoever incurred or in connection with the actions of the Vendor and its agents hereunder. This paragraph shall survive the termination or expiration of this Agreement.

Waiver and Release: Vendor and its agents, employees, independent contractors, successors and/or assigns releases the City from any and all liability, claims, loss or injury to the Vendor, its agents, employees, independent contractors, successors and/or assigns arising from or in connection with the Vendor’s operation of a booth at the Event.

Insurance: Vendor shall carry sufficient insurance to cover all liabilities that may occur as a result of Vendor’s negligence or intentional actions during Vendor’s operation of a booth at the Event. Vendor shall provide evidence of their insurance to the City and/or complete the questionnaire found in Exhibit B-1. Failure to provide a sufficient applicable certificate of insurance thirty days in advance of the event date may immediately terminate this contract at the City’s sole discretion. At its sole discretion, the City may determine that insurance requirements may be waived. Vendor shall procure and keep in force workers’ compensation insurance and all other insurance required by applicable law. If under Colorado law Vendor is not required to carry workers’ compensation insurance, Vendor shall provide City an executed Certificate of Exemption and Waiver, attached hereto as Exhibit B.

Independent Contractor: The parties agree that Vendor is an independent contractor and is not an employee of the City. Vendor is not entitled to workers’ compensation benefits from City and is obligated to pay federal and state income tax on any money earned pursuant to this Contract.

Compliance with Laws: Vendor shall comply with all applicable laws.
**Governmental Immunity Act:** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.

**Miscellaneous:** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. Any contract, addendum, exhibit, rider or other attachment term or provision relating to confidentiality shall be subject to the Colorado Open Records Act. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Vendor shall not assign this Agreement without City’s prior written consent. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado. Vendor acknowledges that the City is a governmental entity subject to indemnification constraints under Colorado law by the constitution, statutes, and rules and regulations of the State of Colorado and the City’s Charter and Code. In the event of any conflict between the main body of the Agreement and any addendum, exhibit, rider or other attachment, the provisions of the main body of the Agreement shall prevail.

**Electronic Signature:** This Agreement may be executed by electronic signature in accordance with C.R.S 24-71.3-101 et seq.

Signed by the parties on the date written above.

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**CITY OF LOVELAND, COLORADO**

By: ____________________________

Title: ____________________________

**VENDOR**

By: ____________________________

Title: ____________________________

**Contact & Notice Information:**

Loveland Museum

Attn: Jenni Dobson, Curator of Education

503 N. Lincoln

Loveland, CO 80537

(970) 962-2562

jenni.dobson@cityofloveland.org

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Staff only:

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<tr>
<th>Attest:</th>
<th>Approved as to Form:</th>
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<tbody>
<tr>
<td>City Clerk</td>
<td>Assistant City Attorney</td>
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*The City of Loveland is committed to providing an equal opportunity for citizens and does not discriminate on the basis of disability, race, color, national origin, religion, sexual orientation or gender. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act.*
In the event of any conflict between the terms and conditions of the Agreement and this Exhibit A, the Agreement shall prevail.

Cherry Celebration at the Loveland Museum
Saturday, July 20, 2024, 5:00 pm - 8:00 pm

What the Museum will provide:
- 10’ x 10’ space for your booth (outdoor, on blacktop)
- Table (only if indicated on Booth Description Page)
- 2 chairs (only if indicated on Booth Description Page)
- Table covering
- Electricity in a few spots may be available (indicate if needed, on the application).
- A confirmation letter will be sent at least 10 days prior to the event to provide you with further information such as set up times and load in information.
- Marketing collateral

What you will need to provide:
- Staff or volunteers to run your booth
- Materials for your activity, if asked to provide one (for up to 500 children).
- Tent (if desired).
- Weights to hold down your tent (required if you will have a tent and must be 40lbs per tent leg, otherwise you will be asked to remove your tent).
- **ALL vendors and sponsors with booth space MUST RETURN signed and dated indemnity agreements, and exhibits B (if valid) and B-1 with your application.
- **ALL vendors and sponsors with booth space, please also send proof of Liability Insurance, if you have it, with your application.
- Sales Tax License for Loveland, if you will be selling any goods.
EXHIBIT B – CERTIFICATE OF EXEMPTION AND WAIVER

DIRECTIONS:

If Vendor is NOT required under Colorado law to carry workers’ compensation insurance and DOES NOT carry it, this exhibit MUST be completed and attached to the Agreement.

If Vendor IS required under Colorado law to carry workers’ compensation insurance and DOES carry it, this exhibit IS NOT REQUIRED and may be discarded.

Vendor certifies to City that it is not required to carry workers’ compensation insurance under the Colorado Workers’ Compensation Act. Vendor acknowledges that it will be engaging in activities that may expose it to risk of bodily injury. Vendor affirms that it is physically capable of performing the activities and that all necessary precautions to prevent injury to Vendor and others will be taken. Vendor shall not hold City liable for any injuries that may arise during or resulting from the work performed under the Agreement, and Vendor shall defend, indemnify, and hold harmless the City from all such claims.

Vendor

By: _____________________________________

Title: _____________________________________

EXHIBIT B-1 – EVIDENCE OF INSURANCE/REQUEST FOR WAIVER OF INSURANCE

The City of Loveland requires that the Vendor carry sufficient insurance to perform under this contract. At its sole discretion, the City may determine that insurance requirements may be waived. In order to meet the insurance requirement, Vendor shall provide a Certificate of Insurance showing coverage for General Liability. The Certificate of Insurance can be substituted in other forms acceptable to the City.

If the Vendor or its management company do not have coverage, Vendor must state so below and request a waiver of this requirement.

_____ Yes, I have insurance and have provided proof in the requested form.

_____ No, I do not have insurance and am requesting a waiver for the insurance required under this contract.

Vendor

By: _____________________________________

Title: _____________________________________

Date: _____________________________________