

Northern Colorado Intertribal Pow-wow Association, Inc.
30th Annual Contest Powwow and Art Market
Vendor Agreement

ALL Artisans and vendors: Please be in compliance with the Indian Arts and Crafts Act of 1990 (P.L.101-644), which prohibits misrepresentation in marketing of Indian arts and crafts products within the United States. The Indian Arts and Crafts Act of 1990 is a truth-in advertising law. It is illegal to offer or display for sale, or sell any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian tribe.

Arts & Crafts - Sponsor reserves the right to limit the total number, and the kinds of Arts and Crafts OPEN booths sold, in order to promote variety.

Food and Drinks - Vendor shall not sell food items or drinks.

Admission - Vendors will be provided with two (2) passes per space purchased. Admission fees apply for additional persons.

Taxes - Vendors shall be responsible for collecting, reporting, & paying all sales taxes for their booths to the State Comptroller as well as the City of Loveland.

Law - Vendors shall comply with all city, state, and federal rules, regulations, and laws. Vendors shall not pour or dispose of any liquid on the grounds at any time. Vendors shall collect all their trash in strong, plastic bags, securely tied, and haul to and dispose of the same at such place or places as Sponsor may designate. Vendor shall leave booth premises in as clean and good condition as when it was received.

Liability - Risk of loss by reason of fire, vandalism, theft, negligence of others, and acts of nature shall be borne by Vendor. Sponsor shall have no liability to Vendor, his agents, employees, or representatives, for both premises and the taking of possession of the booth premises by Vendor shall be conclusive evidence that such premises are clean, sanitary, and in good order and condition.

Representative - Vendor shall at no time be considered as being an agent or other representative of Sponsor and Vendor and Sponsor shall not be deemed partnership or joint venture.,

Hold Harmless - Vendor agrees to indemnify and hold Sponsor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct or management of Vendor's business on the booth premises or from its use of the booth premises or from any breach on the part of Vendor of any conditions of this agreement, or from any act or negligence of Vendor, his agents, contractors, employees, subtenants, concessionaires, or licensees in or about the booth premises. In case of any, action or proceeding brought against Sponsor by reason of any such claim, Vendor, upon notice from Sponsor, agrees to defend the action or proceeding by counsel acceptable to Sponsor.

Assignment - Vendor shall not sell, sublet, assign or otherwise transfer this agreement or any right or interest in this agreement without the prior written consent of Sponsor.

Supersedes - This constitutes the sole and only agreement of Sponsor and Vendor and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment - No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to this agreement, and duly signed by the parties.

Force Majeure - Neither Sponsor nor Vendor shall be required to perform any term, condition, or covenant contained in this agreement as long as performance is delayed or prevented by force majeure.

Colorado Law to Apply - This agreement shall be construed under and in accordance with the laws of the State of Colorado, and all obligations of the parties are performable in Larimer County, Colorado.

No firearms, explosives, explosive devices or bottled products with offensive odors may be used or sold during the Pow-wow. Items which children can use to squirt others will not be sold by any booth. No garage sale, flea market, junk items or items of bad taste will be allowed. NCIPA reserves the right to request that inappropriate items be removed.

General Pow-wow Disclaimer: *Sponsors not responsible for accidents, injuries, stolen or lost articles, short-funded travelers. This is a family event. Use of alcohol / drugs strictly prohibited and enforced.*