



# *Spin Sports Festival*

[www.SpinSportsFestival.com](http://www.SpinSportsFestival.com)

**June 23-26, 2010**



*Increasing  
Cycling Safety*

## **Rules & Regulations**

### **Exhibitor Articles**

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#### **1. Payment Policy**

Payment in full is required to reserve the booth space for an Exhibitor / Team. If paying by check, the reserved space will be held for 30 days from the date the online application or faxed document is received at the corporate offices located at 1017 Tantra Park Circle, Boulder CO 80305. Please make checks payable to the Spin Sports Festival. All cancellation requests must be made in writing to the Spin Sports Festival Management, hereinafter "Management".

#### **2. Cancellation and Refunds**

Exhibitor / Team canceling after May 15, 2010 will forfeit 50% of the booth rental fee. NO REFUNDS WILL BE MADE AFTER MAY 31, 2010. All cancellations must be submitted in writing.

#### **3. Refundable Deposit**

Each Exhibitor / Team is required to submit a refundable deposit to Management in the amount equal to 30% percent of the booth rental fee to ensure area care and cleanliness from the time of set up through space dismantling. Area care and cleanliness is defined as normal wear and tear of the environment and free from products, objects, boxes, trash, coverings, equipment, clothing, etc. Unless instructed otherwise, refunds checks will be issued in the name of the organization and given to your designated representative by Management of Spin Sports Festival at the time of final inspection and check out. Assessment of charges are as follows: a) 1/3 of deposit for reparable area damages, b) 1/3 of deposit for cleanliness, and entire deposit for all damages deemed permanent by Park Superintendent or governing authority. All appropriate photos will be taken by Management and sent to your organization to settle any damage dispute.

#### **4. Space Assignments**

Space rental fees must be received no later than May 31, 2010. Booth assignments will be made based on space requirements, products to be exhibited, the date application is received, and consideration of the overall best interest of the show. Exhibitor / Team shall be arranged so that they will not obstruct the walkways of general view and will not obstruct the exhibits of others. All booth and exhibit materials must fit within dimensions of booth. Plans for custom displays must be submitted to Management for approval before the construction order is placed.

#### **5. Exhibits and Conduct**

Management reserves the rights to restrict the sale or display of any item deemed objectionable. If, for any reason, an exhibit or its contents are deemed objectionable; the exhibit, product, or item will be subject to removal. This reservation includes person, things, conduct, printed matter, or any item of a character which Management considers objectionable for health or safety reasons, due to conflict with sponsor or other agreements or for any reason Management feels is not in the best interest of the festival. Should such an eviction or restriction be enforced, Management shall not be held liable for refunding rental fees or funds for booth rental, except at its own discretion.

#### **6. Use of Trademarks**

No products bearing the Spin Sports Festival or Spinhead Foundation trademark, name, logo, or reference to such may be sold or distributed without written permission from Management.

#### **7. Hours of Operation**

Exhibitor / Team will keep their booth space open and staffed at all times during the operational hours of the festival beginning on Thursday, June 24<sup>th</sup> at 9:00 a.m. and ending on Saturday, June 26<sup>th</sup> at 4:30 p.m. Unless otherwise noted, all exhibits will close each day at 5:00 p.m.



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#### **8. Booth Setup**

Each exhibitor will be given an access pass to a designated loading and unloading zone. Sufficient manpower must be supplied by the exhibitor to ensure the timely transfer of materials from the vehicle. Unattended or prolonged vehicle stays will not be tolerated and grounds for immediate towing at owner's expense. Booth setup can begin as early as 8:00 a.m. on Tuesday, June 22. All Exhibitor / Team must be set up in their designated space by 5:00 p.m. on June 23, 2010, including the removal of all trucks and vehicles from the exhibit area.

#### **9. Exhibitor / Team Layout**

Management reserves the right to change the layout of the festival area, exhibition booths and/or move an Exhibitor / Team to another booth location prior to or during the event for any or no reason. Weather or drainage related moves have taken place in previous events.

#### **10. Unoccupied Spaces**

Should any rented Exhibitor / Team's space remain unoccupied on the opening day or should any space be forfeited due to failure to make payment, Management reserves the right to rent said space to any other party or use said space in any other manner. This clause shall not be construed as affecting the obligation of Exhibitor / Team to pay the full amount specified in this invoice for space rental should Management not resell the space.

#### **11. Subletting**

Exhibitor / Team shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials from firms other than his own in the exhibit space without written consent from Management.

#### **12. Exhibitor & Team Parking**

A designated parking lot will be assigned to all Exhibitor / Team for long-term storage of their organization's moving vehicles, including trucks, vans and trailers. This parking lot is not to be used for the personal vehicles of the booth's staff. We are advising all to keep such vehicles locked at all times because only minimal security will be provided and Spin Sports Festival will not be responsible for any damages, break-ins or losses.

#### **13. Booth Dismantling**

Exhibitor / Team shall be solely responsible, at its own expense, for installing and dismantling its booth, repairing any such damage caused by such dismantling and return the space in the same condition as received.

#### **14. Noise Ordinance**

Management reserves the right to restrict exhibit to minimum noise levels and to suitable methods of operation and display of materials. Exhibitor / Team agrees that Management may substitute the actual space assigned to if necessary.

#### **15. Products for Sale**

All businesses which are located in Aspen and/or which conduct any business activities (including both retail activities and services only) within the corporate limits of the City of Aspen are required to obtain a City of Aspen Business License for each calendar year and to pay the appropriate annual Business Occupation Tax based on the average number of full time employees (FTE). There are no pro-rations for partial years. Currently, these business occupation taxes are:



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- 0-5 employees \$150
- 6-15 employees \$200
- 16-49 employees \$400
- 50 or more employees \$750

The following businesses are exempt from paying the business occupation taxes:

- Businesses with liquor licenses that have already paid for a Liquor Occupation Tax. It is the City's intention NOT to charge any one business more than one "occupation tax".
- Non-profit groups with Non-Profit CRS Section 501(c)3 certification from the State of Colorado.

Business licenses are required for ALL business activities conducted in Aspen which includes activities for 1 day or 365 days. For example, if a business opens for Christmas, they are liable for a business occupation tax of \$150 for the calendar year in which that Christmas falls. Non-profit organizations are also required to obtain business licenses for retail activities and they are also required to collect sales taxes, although their business licenses are issued at no cost.

If you are required to obtain a City of Aspen Business License, you must complete the Combined Application For: Business License, Business Occupation Tax, and Sales Tax License. If you have a business location in Aspen, it is suggested that you contact each of the departments listed on the back of the application form for their approvals prior to paying the City Cashier at the Finance Window the appropriate amount of Business Occupation Tax.

When your application form has been approved by the departments listed and you have paid the appropriate Business Occupation Tax to the City, you should receive your City of Aspen Business License and, if required, your City of Aspen Sales Tax License, in approximately two weeks. Your organization will need to furnish the permit number to Management of Spin Sports Festival.

### DUE DATE FOR SALES TAX RETURNS:

**Sales tax returns**, along with the appropriate remittance of sales tax collected, are due on the 20th of each month following the period they were collected. **Late returns are penalized** with a penalty of 10% of the sales tax (minimum of \$15) plus 1.5% interest for each month the payment is late, in addition to the forfeiture of the 3.3% vendor's fee. The vendor's fee of 3.3% of the amount of sales and lodging tax collected by a business for the City, up to a maximum but not exceeding \$50 per reporting period, is allowed to be kept by the business filing the sales tax return if it is filed on or before the due date.

For additional information regarding business licenses, please contact the Finance Department at 970-920-5043, 130 South Galena Street, Aspen, CO 81611, or e-mail: [aspen\\_sales\\_tax@ci.aspen.co.us](mailto:aspen_sales_tax@ci.aspen.co.us). If there are any questions concerning the **State of Colorado** sales tax, please contact Bruce Kolisek, Grand Junction office of the Colorado Department of Revenue (970-248-7140).

### 16. Utilities

Electricity will be available within 100 feet of all booths that pay for the service. Exhibitor / Teams shall bring their own extension cords to the event. A special electrical connector will be given to those that have paid for power. Water service is only available in some areas, by water truck or generally within close walking distance. Exhibitor / Team requiring water, power or any other special services need to make arrangements directly with Management.

ANY DAMAGE CAUSED TO THE EXHIBITOR / TEAM'S EQUIPMENT THROUGH THE USE OF THESE UTILITIES IS THE RESPONSIBILITY OF THE EXHIBITOR / TEAM.



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#### **17. Food Sampling/Selling**

Exhibitors who distribute or sell food / liquid refreshment products, including samples, may be required to apply for and obtain a permit from the Health Department. For event venues in Aspen, contact the City of Aspen Environmental Health Department at 920-5039; for event venues within the Town of Snowmass Village or unincorporated Pitkin County, contact the Pitkin County Environmental Health Department at 920-5070. If applicable, be sure to include your organization's 501(c)(3) identification number in order to receive a "nonprofit" classification by the Environmental Health Department. Different permits, policies and procedures depend on your classification and the number of days of your event. Sampling is defined as offering at no cost, sample portions of food or drink to the athletes, spectators, and other event attendees. Sample portions of drinks are not to be handed out in the original containers.

#### **18. Outside Catering and Contract Services**

Contractor Services (Including sound, electrical, lighting, ecology and Food Catering Services) that are separate or supplemental to the booth rental space as required by exhibitors shall be arranged separately by the individual organization. Management will assist in the process by providing a preferred outside vendor list as established by Spin Sports Festival. Contacting [Craig@SpinSportsFestival.com](mailto:Craig@SpinSportsFestival.com) or call the festival offices at 303-988-0600.

#### **19. Alcoholic Beverages**

Specific rules have been established regarding the consumption and distribution of alcoholic beverages at public events. For the enjoyment and safety of all who attend the Spin Sports Festival, please adhere to the following:

- Private parties and gatherings within a festival venue must have a licensed caterer serve alcoholic beverages.
- Alcoholic beverages in single-serving containers designed for limited personal use are not permitted in the park.
- Beer kegs are not acceptable for limited personal use in the park or designated parking areas.
- Alcoholic beverages cannot be served to anyone under the age of 21.
- Alcoholic beverages can only be sold by pre-approved vendors.
- The consumption of alcoholic beverages in the park is restricted to designated area or beer garden.

#### **20. Inability to Perform**

If Management is prevented from holding the festival or if it cannot permit an Exhibitor / Team to occupy his space due to circumstances beyond its control including, but not limited to; strike, civil disobedience, government action, and acts of God, Management will refund to Exhibitor / Team the amount of rental paid to him, less a proportionate share of exposition expenses and have no further obligation or liability to Exhibitor / Team. If Exhibitor / Team had made no rental payment but caused a loss to Management for holding such space, the Exhibitor / Team nevertheless shall be obligated to pay his share of the expenses.

#### **21. Rules and Regulations**

Management shall have full power in the interpretation and enforcement of all rules contained herein to make such further rules and regulations, as it shall consider necessary for the proper conduct of the festival, tradeshow booth exhibits and related support areas.

#### **22. Shipments**

All arrangements for shipments required by Exhibitor / Team for its booth shall be the sole responsibility of Exhibitor / Team and Management shall not be responsible for the delivery or receipt of any shipments. All common overnight carriers service the Aspen area. At this time, it may be best to make arrangements with your hotel or lodging business office for all package deliveries. The U.S. Postal Service typically delivers regular mail to business locations.



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#### **23. Fire, Safety, Health & Regulations**

Exhibitor / Team agree to comply with local, city and state laws, ordinances and regulations and the regulations of the owner covering fire, safety, health and all other matters. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Exhibitors / Teams shall take all necessary fire precautions.

#### **24. Liability Exclusion**

Management will take reasonable precautions to safeguard Exhibitor / Team property. Limited on-site security will be used from approximately noon on Monday, June 21, 2010 through completion of exhibitor booth setup at 5:00 p.m on Wednesday, June 23. A larger security presence will be used at the Opening Ceremony in Aspen and on a 24-hour basis at Rio Grande Park and Buttermilk beginning that Wednesday evening until the festival concludes on Saturday, June 26, 2010. Security will return to a limited basis during booth dismantling but remain a presence until noon on Sunday, June 27, 2010.

Management will not be liable for loss or damage to the property from theft, fire, accident, or any other cause beyond its control. Exhibitor, teams and participants agrees to indemnify, protect, defend and save and hold harmless Spin Sports Festival LLC, the Spinhead Foundation, its officers, directors, and organizers, City of Aspen, Pitkin County, Aspen Skiing Company, management services and affiliated associations of Aspen Highlands, owner, and agents, representatives, or employees of the above from all claims, demands, damages, and liability of whatsoever kind of character asserted by any person or persons on account of damage to property or the leased premises arising out of the use of the Exhibitor / Team's leased premises by Exhibitor / Team, or the negligence or willful misconduct of Exhibitor / Team or its agents, employees or invitees or a breach of this contract by Exhibitor / Team or its agents, employees or invitees. The Exhibitor / Team, by agreeing to this liability exclusion, expressly releases the aforementioned from all claims for loss, damage or injury.

#### **25. Insurance**

Exhibitor / Team shall carry and maintain during the period of any show in which he exhibits or attends, personal injury and property damage coverage under a policy of general public liability insurance, with limits of at least \$100,000/\$500,000 for bodily injury, and \$50,000 for property damage. A copy of your insurance certificate must be furnished to Management and/or Craig Canon at [craig@spinsportsfestival.com](mailto:craig@spinsportsfestival.com).

#### **26. Compliance**

Exhibitor / Team agrees to all the conditions in this Agreement in order to participate in Spin Sports Festival and abide by all rules, regulations and conditions governing the tradeshow booths as stated above.