

# 2023 PUMPKIN FESTIVAL

SERVICE AGREEMENT & VENDOR APPLICATION



DENVER BOTANIC  
**GARDENS**  
Chatfield Farms

# 2023 Pumpkin Festival

food • craft • novelty • nonprofit

This application does not automatically guarantee participation in the 2023 Pumpkin Festival.

## Event Dates & Hours

Friday, October 6 from 9 a.m. – 5 p.m.

Saturday, October 7 from 9 a.m. – 5 p.m.

Sunday, October 8 from 9 a.m. – 5 p.m.

*Last entry is 4 p.m. each day.*

The expected attendance for the three-day Pumpkin Festival is over 35,000 attendees.

## Rules & Regulations

Listed below are the rules and regulations that you agree to accept by signing the application.

Vendors are required to comply with all state and local mandates regarding COVID-19. All applications due by September 1 for consideration to participate. You will be notified after that date if you are accepted.

### Indemnification

Vendor shall protect, defend, and save the Denver Botanic Gardens, its officers, agents, employees and volunteers, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage, arises out of services performed or omissions of services or in any way results from the negligent acts or omissions of the contractor, its agents, or subcontractors, except the sole negligence of the Denver Botanic Gardens. Furthermore, I understand that I store my product at my own risk.

By signing this form I acknowledge that I have read, understand and will abide by the policies outlined in the application and vendor letter. I understand that failure to follow these regulations could result in additional fines and expulsion from Pumpkin Festival and/or future events.

### Booth Space

You are renting the space size as listed on your application. Each vendor space will be marked and placed side-by-side with little to no room in between vendors. Vendor spaces cannot be switched or moved upon arrival for set-up.

The agreement is for the space only. You are responsible for supplying your own covering, tables, chairs, generator for electrical needs and other equipment or signage you may need. All activities related to your booth must remain within your rented space. Vendor is responsible for maintaining a safe and clean booth space. All tenting must be secured and able to handle inclement weather including wind gusts of up to 90 mph, rain and snow. No less than 50 pounds per corner for all tents. WiFi is not included, coverage cannot be guaranteed.

### Booth Fees

Payment may be made by check or credit card payable to Denver Botanic Gardens. All applications must be accompanied by payment in order to be processed. Booth fees are non-refundable once paid. No refunds for inclement weather or acts of god.

### Vendor Hours

Vendors are **REQUIRED to be present for the hours as listed above.** Vendors may drive vehicle to booth space for drop off but are required to have vehicle in vendor parking at least 30 minutes prior to opening. Vehicles are not permitted to drive to booth space during Corn Maze operation hours. Vendors not complying with operational times and rules may be expelled from Pumpkin Festival and/or future events. At times due to weather, adjustments may be made to the operational hours. These will be communicated by the Chatfield Farms public events staff via text as listed on the application.

### Move-In/Set-Up

All vendors are required to check in onsite between 9 a.m. – 6 p.m. on Thursday, October 5. Exact time needs to be scheduled with Chatfield Farms event staff after confirmation is sent. Vendors must be offsite by 7 p.m. Trailers that need more than the rented space to drive into space will be required to check in Wednesday, October 4 from 9 a.m. – 4 p.m. or at 8 a.m. on October 5. Vendors are permitted to drive to booth space to unload but vehicles must be out of booth area by 8:30 a.m. day of festival. Set up times are as follows:

Thursday, October 5	Friday, October 6	Saturday, October 7	Sunday, October 8
9 a.m. – 6 p.m.	6-8:30 a.m.	7-8:30 a.m.	7-8:30 a.m.

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## Breakdown

Vehicles will not be permitted to drive to the booth area after the festival closes on Friday and Saturday as visitors will be attending Corn Maze. Breakdown may begin at 5 p.m. on Sunday, October 8 but vehicles are NOT permitted to drive to booth space until 5:30 p.m. Clean-up will be permitted until 8 p.m. on Sunday, October 8 and from 9 a.m. – 4 p.m. on Monday, October 9. Please note there is no overnight security on Sunday, October 8.

## Permits & Inspection

Vendor is responsible for applying and paying for required permits, including but not limited to sales tax and food vendor, from the county and state. Fire marshal will inspect all food vendor booths.

## Security

Overnight security will be provided Thursday – Saturday, October 5-7.

## Parking

Vendors will receive two parking passes for vendor parking. Parking location will be detailed in the confirmation letter to be sent in early September. If additional spots are needed vendors may park in general corn maze attendee lot. Parking location may change for Pumpkin Festival, weather accommodations or other needs as deemed by staff. The primary contact on the application is responsible for notifying staff of parking changes.

## Products/Menu/Services

Each vendor is permitted to sell only the items approved by staff. To ensure success of vendors, staff may limit the number of vendors offering the same or similar products. Your list will be approved at acceptance and any items not permissible will be communicated prior to acceptance. Food vendors are permitted to sell any bottled drinks, excluding alcohol, without prior approval. Vendors are NOT permitted to sell alcohol at any time. Doing so will result in vendor being asked to leave immediately without refund. Vendors selling items that have not been approved by Denver Botanic Gardens Chatfield Farms will be given a warning. If this continues you will be asked to leave the event and no booth fee will be refunded and damages will be charged.

## Trash

Vendors are NOT permitted to dispose of items in the trash cans provided within the festival vendor/eating area. Vendor is required to follow guidelines on grease disposal or other hazardous waste. Chatfield Farms will provide dumpsters, but once full, vendors are required to remove additional garbage.

## Certificate of Liability Insurance (Sample Attached)

All vendors are required to provide a copy of certificate of liability insurance with Denver Botanic Gardens added as additionally insured. Depending on business classification, vendors may also be required to provide proof of Worker's Compensation. Vendors must make that determination.

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By typing your name on this line, it denotes an authorized signature and you fully understand ALL Pumpkin Festival rules & regulations. Denver Botanic Gardens Chatfield Farms reserves the right to change the rules and regulations at any time.

Print Name: \_\_\_\_\_

For more information contact the Chatfield Farms Public Events Office at  
720-865-4352 or [chatfield-specialevents@botanicgardens.org](mailto:chatfield-specialevents@botanicgardens.org) | [botanicgardens.org](http://botanicgardens.org)

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## Vendor Information

Contact Person			
Company			
Address			
City/State/Zip			
Email		Cell Phone	
Website		Emergency Cell	

## Booth Rental Information

Select	Booth Type	Fee	Vendor Booth Set Up Information	
	FOOD Vendor 30' wide x 10' deep	\$925	<b>TYPE OF BOOTH</b>	<input type="checkbox"/> Food Truck <input type="checkbox"/> Trailer
	FOOD Vendor 20' wide x 10' deep	\$825		<input type="checkbox"/> Booth/Structure <input type="checkbox"/> Tent
	FOOD Vendor must fit under 10' x 10' pop up tent	\$725	<b>OPEN FLAME COOKING</b>	<input type="checkbox"/> Stove <input type="checkbox"/> Fryer
	CRAFT/NOVELTY 30' x 10' booth	\$425		<input type="checkbox"/> Grill
	CRAFT/NOVELTY 20' x 10' booth	\$375	Will the food truck/trailer remain on site <input type="checkbox"/> Yes <input type="checkbox"/> No	
	CRAFT/NOVELTY 10' x 10' booth	\$325	Do you use a pop-up tent <input type="checkbox"/> Yes <input type="checkbox"/> No	
	NONPROFIT/EDUCATIONAL 10' x 10' booth	\$100	Do you run a generator <input type="checkbox"/> Yes <input type="checkbox"/> No	

## Booth Payment Information

Payment Amount	\$
Payment Type*	<input type="checkbox"/> Check (made payable to DBG) <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Amex <input type="checkbox"/> Discover

\*TO PAY WITH A CREDIT CARD submit completed form and a staff member will call to collect payment information.

## Complete application and send with payment to Denver Botanic Gardens Chatfield Farms

MAIL 8500 West Deer Creek Canyon Road Littleton, CO 80128	PHONE 720-865-4352	EMAIL <a href="mailto:chatfield-specialevents@botanicgardens.org">chatfield-specialevents@botanicgardens.org</a>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
CURRENT DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>AGENT</b> <b>ADDRESS</b> <b>PHONE NUMBER</b>	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No. Ext): <b>E-MAIL</b> <b>ADDRESS:</b> <div style="margin-top: 10px; text-align: center;"> <b>INSURER(S) AFFORDING COVERAGE</b> </div> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER A : INSURER'S NAME</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr><td>INSURER B :</td><td></td></tr> <tr><td>INSURER C :</td><td></td></tr> <tr><td>INSURER D :</td><td></td></tr> <tr><td>INSURER E :</td><td></td></tr> <tr><td>INSURER F :</td><td></td></tr> </tbody> </table>	INSURER A : INSURER'S NAME	NAIC #	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													
<b>INSURED</b>  <div style="background-color: yellow; padding: 5px;"> <b>INSURED'S NAME</b>  <b>ADDRESS</b>  <b>PHONE NUMBER</b> </div>													

**COVERAGES**    **CERTIFICATE NUMBER:**    **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			POLICY NUMBER	START DATE	END DATE	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$  COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$  EACH OCCURRENCE \$ AGGREGATE \$  <input checked="" type="checkbox"/> WC STATUTORY LIMITS     OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$  EACH OCCURRENCE \$ AGGREGATE \$
B	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$  EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y / N <input type="checkbox"/> N / A			X     WC STATUTORY LIMITS     OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
D	GarageKeepers Liability						Limit

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

**DESCRIPTION OF EVENT: DATES, TIMES, AND LOCATION**

<b>CERTIFICATE HOLDER</b>  <div style="background-color: yellow; padding: 5px;">           Denver Botanic Gardens, Inc.            909 York Street            Denver, CO 80206-3799         </div>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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