

### MOUNTAIN BIKE NATIONAL CHAMPIONSHIPS

JULY 2021 · WINTER PARK, CO

## **VENDOR APPLICATION**

### July 5-14, 2021





Thank you for your consideration in becoming a sponsor/vendor of the USA Cycling Mountain Bike National Championship!

USA Cycling is happy to announce that the Mountain Bike National Championship will be hosted at Winter Park Resort/Trestle Bike Park this year from July 5-14, 2021 in gorgeous Grand County, Colorado. The USA Cycling Mountain Bike National Championships bring over 1700 unique participants and numerous family, friends, and spectators to take part in a 10 day long mountain bike festival. The Championships include an Olympic-style cross-country race, a short-track cross-country race, a downhill race, a team relay, a dual slalom race and an enduro for pros, juniors, and amateurs. New this year are the High School National Championships in the cross-country discipline.

You're invited to participate in this year's Vendor Village. The expo area will be open to all attendees from Monday July 5-Wednesday, July 14, 2021. Vendor maps will be sent out by July 2, 2021.

Winter Park Resort is the official lodging partner of USAC MTB Nationals and will be offering 30% off the prevailing rate at Vintage Hotel, Fraser Crossing/Founders Pointe Condominiums, Parry Peak Lofts, Iron Horse Resort or Zephyr Mountain Lodge based on general availability *at the time of individual booking*.

RSVP for lodging at Winter Park Resort by using the following URL: USAC Lodging.

Please complete all forms in the Vendor packet and submit via e-mail by June 30, 2021. For more information or any questions about participation, please contact Tamara Davis at

21TDavis@gmail.com.

We look forward to seeing you at this year's event!

Sincerely,

Winter Park Resort

## IMPORTANT EVENT INFORMATION

Event Dates: Monday, July 5, 2021—Wednesday, July 14, 2021

Load-in: Monday, July 5, 2021 (Times TBD based on footprint and placement)

**Expo:** (For general public) Monday, July 5—Wednesday, July 14, 2021 | 9AM-5PM

**Event Overview:** USA Cycling with the support of Intrawest/Winter Park Operations Corporation shall host various races of different disciplines. This championship will bring together the nation's best riders in downhill, dual slalom, cross country, short track and enduro.

**Event Schedule:** You can visit the following site for more information regarding the competition: <u>USA Cycling</u> To learn more about Winter Park, and activities for guests and spectators visit <u>Winter</u> <u>Park Resort's</u> website.

Attendance: We anticipate over 3,000 people which includes racers, team support, families, friends and spectators for the ten day event.

**Lodging Deal:** Secure a 30% discount and stay at the base of the event at Winter Park Resort by using the following link: <u>USAC Lodging</u>.

# Please complete all forms in the Vendor packet and submit via e-mail by June 30, 2021.

# For more information or any questions about participation in the Vendor Village, please contact:

Tamara Davis | 970.531.1833 | 21TDavis@gmail.com

## **VENDOR APPLICATION**

### Please fill out the Vendor Application below and sign the Terms of Participation and Vendor Agreement.

(Applicants will be notified within 48 hours if application has been accepted)

| Send documents to: | 21TDavis@gmail.com |
|--------------------|--------------------|
| Sena documents to: |                    |

**Company Name:** 

Mailing Address:

| City:                                   | State:      | Zip: |
|---|-------------|------|
| Contact Name:                           |             |      |
| <b>On-Site Contact</b> (if different th | han above): |      |

**Phone:** 

E-mail Address:

Website:

Number of Staff Working Event:

Description of Booth (include footprint size, power needs, promotional giveaways, etc) (Power is not guaranteed):

## **VENDOR APPLICATION**

### \*\*Please include footprint size and electrical needs\*\* \*\*Electricity is not guaranteed\*\*

#### USA CYCLING NATIONALS ONLY

| ITEM                                       | DETAILS   | PRICE                  |
|--|---|------------------------|
| Expo/Tech Space Rental                     | 10x10   | \$500.00               |
|  | 10x20   | \$650.00               |
|  | 10x30   | \$900.00               |
|  | 20x20   | \$1300.00              |
|  | 20x40   | \$1500.00              |
| Electricity                                | Device:   | \$75.00 – electric fee |
|  | Amps:   |                        |
| Selling items at<br>Booth/Footprint at WPR | Vendors will be responsible for paying and<br>obtaining a \$60 business license from the<br>Town of Winter Park. Link:<br><u>Winter Park Business License</u> |                        |
|  | TOTAL:  |                        |

Vendor Total Space Size:

**Price:** 

No In-Kind product accepted as payment.

# **TERMS OF PARTICIPATION**

#### **VENDOR DETAILS**

#### **PROCESS:**

All vendor applications will be approved or denied once received. An informational email will follow with suggested vendor locations along with payment options and insurance requirements, etc.

#### **CANCELLATION POLICY:**

All cancellation requests must be made via e-mail to <u>21TDavis@gmail.com</u>. No refunds will be issued after July 1, 2021.

#### FOOTPRINT ASSIGNMENTS:

One (1) space per vendor. Footprint allocation and assignments will be made based on space requirements, electrical needs, and tent/footprint size. Space assignment will not be guaranteed until time of check-in. Promoters reserve the right to last minute changes. Vendor location is final and will be at the discretion of the Event Team. No refunds will be made for any reason.

#### CHECK-IN/SET-UP/ARRIVAL:

Check in will be at West Portal Station starting on Sunday, July 4 from 12 p.m.-5 p.m. Set up times will vary depending on your arrival and vendor space location. Your time and will be confirmed prior to your arrival. Arrival anytime that is not confirmed with Event Team is not permitted.

#### **OPERATIONS/PARKING:**

Parking, set-up, and tear down may not take place during event hours (9 a.m.-5 p.m.). Vendors must set up prior to 9 a.m. each morning and tear down after 5 p.m. each evening. Vehicles are not permitted in the Expo area from 8:30 a.m.-5 p.m. daily. Vehicles required for booth displays must be approved by the event organizer prior to July 1, 2021.

#### **BANNERS:**

Banners must be hung within your space ONLY. Banners located outside of your footprint are prohibited.

#### **PRODUCT/GOODS/SERVICES:**

Vendor may not change the listing of what it will be displaying or providing without the prior written consent of Host Site (Winter Park Resort) and Vendor Organizer (Tamara Davis).

#### **LODGING:**

Discount lodging available

#### STAKES/GUIDEWIRES/GENERATORS:

Stakes, guidewires and generators are prohibited from the Expo area. Generators must be approved prior to arrival.

#### **SECURITY:**

Evening security will be provided from the evening of Monday, July 5 through the end of the event on Wednesday, July 14 at 5 p.m.

#### **SHIPMENTS:**

All shipments are at the responsibility of the vendor. Winter Park Resort will not be accepting or responsible for vendor shipments.

#### SUBLETTING OF SPACE/FOOTPRINT:

Vendors shall not assign, sublet or apportion the space assigned or have representatives, equipment, or materials from other firms than their own in the expo without prior consent from and payment to the promoter.

#### **PET POLICY:**

Vendors shall be prohibited from having pets in the Expo/Vendor Village area (reasonable accommodations shall be made according to the Americans with Disabilities Act). However, Winter Park Resort welcomes pets to the resort. Pet friendly accommodations are available by calling Reservations at 1-866-239-3992. These units are very limited and are first come, first serve.

#### **ELECTRICITY:**

Vendor may be provided one (1) electrical outlet for use for a fee of \$75. Vendor must bring their own outdoor rated extension cord which must be 50 feet or more in length. Cord covers are also mandatory. Electricity is limited.

#### **TENT WEIGHTS:**

Tents, canopies, etc. must have weights properly attached in sufficient quantity to secure the cover against windy conditions that may exist. Each vendor should secure approximately 50lbs. of weight per tent leg or greater based on adequacy. *All tents must be lowered overnight*.

#### TRASH:

All trash, ground litter, waste, etc. must be cleaned from the booth and regularly taken to designated reciprocals. Failure to comply may result in a \$200 fine.

# **TERMS OF PARTICIPATION**

#### **VENDOR MUST PROVIDE**

- Non-refundable space/footprint fee
- Early departure before 5pm on Wednesday, July 14, 2021 will result in a \$100 charge.
- All booth set-up needs (tables, chairs, tents, weights, cords, displays, etc).
- Representative(s) to manage booth for the duration of the event
- Completed Vendor Application
- Signed Vendor Agreement
- Signed Terms of Participation
- Copy of Insurance Certificate naming Instrawest/Winter Park Operations Corporation, Alterra Mountain Company, Winter Park Recreation Association, The City and County of Denver, US Department of Agriculture US Forest Service, and USA Cycling as additional insured.
- Seller's Permit/Town of Winter Park Business License (if applicable)
- Vendor registration for the 2021 USA Cycling Mountain Bike National Championships is incomplete until we receive the following:
  - Completed Vendor Application
  - Signed Terms of Participation
  - Signed Vendor Agreement
  - Copy of Certificate of Insurance
  - Seller's Permit/Town of Winter Park Business License (if applicable)
  - Colorado Sales Tax License (if applicable)
  - Initial here \_\_\_\_\_\_

### BY SIGNING THIS FORM, I HAVE READ AND AGREE THAT THIS APPLICATION IS TRUE AND CORRECT AND TO ABIDE BY ALL TERMS HEREIN

NAME:

DATE:\_\_\_\_\_

SIGNATURE:

### USA CYCLING NATIONAL CHAMPIONSHIP 2021 VENDOR AGREEMENT

This is an agreement between Intrawest/Winter Park Operations Corporation, a Delaware corporation ("Local Organizing Committee"/"Host Site") and the vendor listed on page 4 of the Application attached to this Agreement ("Vendor").

WHEREAS, Vendor may be awarded rights to offer certain specified goods or services at the 2021 USA Cycling National Mountain Bike Championships to be held at Winter Park Resort in Winter Park, Colorado under the sponsorship of USA Cycling, Inc. and Host Site/Local Organizing Committee on July 5-14, 2021 ("Event");

WHEREAS, it is in the mutual interest of the Vendor, USA Cycling, Inc. and Host Site/Local Organizing Committee to operate a profitable and responsible event operation,

NOW, THEREFORE, the parties agree as follows:

#### **Rights and Responsibilities of Host Site/Local Organizing Committee:**

- 1. Host Site/Local Organizing Committee reserves the right to restrict Vendor with respect to methods of operation, sales, distribution and display of materials or services.
- 2. If, for any reason, an exhibit or its contents is deemed objectionable by Host Site/Local Organizing Committee, the exhibit will be removed from the site and any and all fees will be forfeited.
- 3. Vendor may be prohibited from this Event and future Host Site events, if:
  - a. Vendor misrepresents the items which will be displayed at the Event.
  - b. Vendor, agents', employees' or volunteers' conduct is detrimental to the best interest of Host Site, USA Cycling, Inc. and/or the Event.
  - c. Vendor violates any of the policies/procedures of the Host Site, USA Cycling, Inc. and/or the Event.
  - d. Vendor violates the terms of this Agreement/Application in any material respects.
- 4. Vendor is responsible for maintenance and final cleanup of their respective site area
- 5. Host Site is not responsible for damage to goods or property due to rain, wind, or other natural disasters.
- 6. Host Site shall designate an on-site representative who will be responsible for directing activities at the site in connection with the Event. Vendor shall take direction from the Host Site Representative.

#### Vendor Responsibilities:

- 1. Vendor Application. Each vendor must include with its complete and signed application (including applicable supplemental documentation):
  - a. A signed copy of this Vendor Agreement
- 2. Vendor shall be permitted to display and sell only approved products or services, as listed on the vendor application.
- 3. The relationship of Vendor and Host Site is that of Licensor and Licensee only and nothing contained herein shall be construed to create any employment relationship, nor partnership, agency or any other relationship other than that of licensor and licensee. Vendor shall be

solely responsible for all matters concerning compensation, insurance, taxes, resort fee and liability for its employees, agents and volunteers.

- a. Taxes. Vendor shall be solely responsible for remitting sales tax to the Town of Winter Park, State of Colorado, etc. Vendor is required to provide a copy of sales tax licenses to Host prior the start of the event.
  - If Vendor will not have any taxable sales or services, please initial here
- b. Resort Fee. Vendor shall be solely responsible for remitting a 1.5% Resort Fee, a taxable surcharge assessed on all taxable sales, to Host along with a sales report no later than 30 days after the event. Sales report and the associated Resort Fee shall be mailed with a check to PO Box 36, Winter Park, CO 80482 and a copy emailed to mohara@winterparkresort.com. The Resort Fee surcharge should be paid by the consumer as part of the sale.

#### 4. BOOTH SPACE/FOOTPRINT:

- a. All space assignments are final. Dissatisfaction with a space assignment is not considered grounds for leaving.
- b. Vendor must furnish its own booth set-up.
- c. All signs, displays, or exhibits must be contained within the Vendor's booth. No signs or display will be permitted on the outside of a booth or attached to Winter Park Resort property.
- d. Vendor is not allowed to leave its assigned space to solicit or distribute information. Vendor must stay within the space/footprint assigned.
- e. Vendor's right to occupy the space/footprint shall be in the form of revocable license only and not as a renter or lease.

#### 5. <u>VEHICLES:</u>

- a. Extreme care must be taken to drive vehicles, trailers, and equipment only in designated areas as outlined by Host Site. Driving in an unsafe or incompetent manner is not permitted and will result in loss of deposit and may result in loss of vendor privileges. Vendor may be fined for damage to grounds, lawns, sprinkler systems, power lines, or equipment if parking and vehicle guidelines are not followed.
- b. All Permitted vehicles approved to be parked at the booth site must be parked prior to normal Event hours and shall remain parked during normal Event hours.
- c. All vehicles not parked in designated parking areas will be towed at the owner's expense.

#### **FURTHER, Vendor:**

- 1. Represents that all information provided in the application for vendor space is true and correct.
- 2. Represents that he/she has read and understands all the rules and regulations outlined herein and in the Host Site application, and agrees that these rules and the application are part of this contract and no other agreement shall be binding upon the parties unless in writing and signed by Host Site.
- 3. Acknowledges and agrees that all work, goods and services covered by this agreement at the location provided herein shall be at the risk of the Vendor. Vendor shall indemnify defend and hold harmless the Host Site, Intrawest/Winter Park Operations Corporation, Alterra Mountain Company, Winter Park Recreation Association, The City and County of Denver, USA Cycling, US Department of Agriculture US Forest Service, all of their officers, agents, employees and volunteers from any and all claims, costs, demands, suits, actions, or proceedings of any kind or nature resulting from, or arising out of, breach of this Agreement, and the acts or omissions of Vendor, its employees, volunteers, or agents on the site during the Event. Vendor shall pay all expenses incurred by Host Site in defending itself and its officers,

agents and employees with regard to any legal action resulting from, or arising out of, the acts or omissions of Vendor its employees, volunteers or agents on the Host Site and elsewhere, while acting pursuant to this Agreement.

- 4. Agrees to abide by and comply with the general rules, as may be established by Host Site and/or USA Cycling, Inc. in their sole discretion for The Event, which include, without limitation, (i) the prohibition of firearms, other weapons, alcoholic beverages, illegal substances, drones, large glass bottles, fireworks, pets, open flame fires, large or charcoal grills, motorized recreational vehicles including, but not limited to: ATV's, UTV's, and dirt bikes or other items subsequently identified by Host Site as a prohibited item from being brought into the Host Site property or identified by the Host Site as a prohibited item from being brought into the Host Site property or onto the Event grounds, (ii) the prohibition against the solicitation of signatures on petitions or other written instruments (tablets), (iii) the prohibition against the sale (or giveaway) of alcoholic beverages, or any of the food, beverage, clothing and merchandise items by any of the Vendors in or about the Event grounds unless Vendor obtains prior written approval from HostSite.
- 5. Should any party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgement based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other party or parties thereto, reimbursement for all attorney's fees and all costs, investigative costs, expert witness fees, and the costs of any bonds, whether taxable or not, and that such reimbursement shall be included in any judgement or final order issued in that proceeding.

#### I HEREBY AGREE TO THE TERMS AND CONDITIONS HEREIN:

Print Name

Signature of Vendor

Date