

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is entered into this _____ day of _____, 20____ by the Master Community Association ("MCA"), Denver Art Festival. ("DAF"), and _____ (the "Participating Vendor") (MCA, DAF and Participating Vendor may collectively be referred to as the "Parties").

WHEREAS, DAF sponsors, organizes and conducts an Art Festival ("Festival") in the Metropolitan Denver area, which is an organized and advertised gathering of goods for sale by _____ (collectively, "Participating Vendor"); and

Therefore, in consideration of the mutual benefits accruing to the various Parties hereto from the operation of the Festival:

I. Liability and Cross-Indemnification.

- A. Participating Vendor agrees to indemnify, release and hold DAF, MCA and the Park Creek Metropolitan District ("PCMD") harmless from any liability, claims, damages, costs, expenses, losses or attorney fees arising from Participating Vendor's use of the Festival Site, the operation of the Festival, and any acts or omissions of its agents, employees, contractors, subcontractors or invitees.
- B. Any obligations pursuant to this Section I hereof (Liability and Cross-Indemnification) shall continue past the date of termination or expiration of this Agreement for a period of five (5) years.

II. Rules and Regulations; Laws.

Participating Vendor hereby agrees to abide by all Rules and Regulations set forth on Exhibit A attached hereto and made a part hereof. Participating Vendor agrees that DAF may revise or amend the Rules and Regulations upon written notice to Participating Vendor, and Participating Vendor shall abide by such revised or amended Rules and Regulations. Participating Vendor shall further, at Participating Vendor's sole cost and expense, promptly comply with all laws, ordinances, and regulations of Federal, State, County, Municipal and other lawful authority pertaining to the use and occupancy of the Festival, including but not limited to Participating Vendor's obligation to obtain and maintain a Sales Tax License from any applicable authority. Participating Vendor shall conduct himself or herself at all times in a manner reasonably acceptable to DAF, MCA and PCMD.

III. Consideration.

Participating Vendor hereby agrees and acknowledges that DAF, MCA and PCMD would not have permitted the Participating Vendor to operate on the property occupied by the Festival without the assurances contained herein.

IV. Damage.

DAF, MCA and PCMD shall not be responsible for or liable to Participating Vendor for any loss or damage that may result to Participating Vendor or his or her property from water, fire, explosion, theft, or from any source or any cause whatsoever.

V. Attorney's Fees.

In the event it becomes necessary for DAF, MCA and PCMD to institute legal proceedings to cause the performance of any of the covenants herein contained, including the covenants and obligations contained in the Rules and Regulations on Exhibit 1 hereto, or to recover damages for breach of this Agreement or any part thereof, DAF, MCA and PCMD (as applicable) shall recover, in addition to the relief awarded, all court costs and attorney's fees.

AGREED & ACKNOWLEDGED:

Participating Vendor

Vendor Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

EXHIBIT 1

GENERAL RULES AND REGULATIONS FOR PARTICIPATING VENDORS

1. All vendors must have a City of Denver Sales and Use Tax License. All vendors are responsible for paying the proper City taxes to the City of Denver and any and all other applicable State or County taxes.
2. Set up for vendors can begin at 7:30 a.m. on Sunday mornings.
3. ALL VENDORS are responsible for cleaning up in and around their space during and after each Festival. Failure to do so will result in a fine to be determined by the Festival Manager (Denver Art Festival). Three

finest and the vendor will be ejected from the Festival for the duration of the season, forfeiting all monies paid.

4. The Property Owner (PCMD property) and Manager (MCA) reserve the right to reject any item sold at the Festival.
5. Access to electricity and running water is limited.
6. The Festival Manager, the Property Owner, and the Property Manager shall have the right to enter the spaces in the Festival at all times for the purpose of inspecting the spaces and all property contained thereon, at all times for making repairs, additions, or alterations to the spaces, and at any time that the vendor has abandoned the space.
7. The sale of cigarettes or other tobacco products is strictly prohibited. The sale of alcoholic beverages is strictly prohibited without the prior written consent of the Association in addition to any applicable permits from the City of Denver and/or State of Colorado.
8. The sale, display, or distribution of merchandise that infringes upon copyrighted designs or materials or bears counterfeit trademarks is strictly prohibited.
9. Vendor shall not sell or display drug related paraphernalia, guns, ammunition or explosives. No person except security personnel and peace officers in the performance of their duties may wear firearms on the Festival site.
10. No games of chance, skill, raffles, lotteries, auctions, or psychic readings may be conducted by vendor on the Festival site without prior written consent of the Festival manager, and the property manager, and the developer. In the event that such are permitted and properly consented to, any and all vendor offering the same shall be properly licensed in accordance with and to the extent required by Colorado law.
11. All walkways and driveways are fire and ambulance lanes and must remain clear of merchandise. Vendors are required to stay within their allotted spaces.
12. In no event shall the Vendor make repairs to any property other than the Vendor's own property without the prior written consent of the Association. Vendor shall pay all charges incurred due to damage (other than reasonable wear and tear) to property other than that belonging to the Vendor, which damage is caused by the negligence, willful acts, or omissions of Vendor, Vendor's family, Vendor's employees, or guests of vendor. Vendor will be ejected from the Festival immediately for permitting damage or destruction to occur to the Festival spaces or to the improvements therein which damage is caused by the negligence, willful acts, or omissions of Vendor, Vendor's family, Vendor's employees, or guests of Vendor, and appropriate legal action will be initiated.
13. No bicycles, motorbikes, motorcycles, skateboards, roller skates, roller blades, or scooters may be ridden in the selling area of the Festival.
14. Vendor may not use their space so as to interfere with or jeopardize the health or safety of other vendors, patrons, or the general public.
15. Vendor agrees not to store any gasoline, petroleum, explosives, or any other dangerous items or noxious products in the spaces.
16. Vendors will not be allowed to set up and sell at the Festival without signing and returning the Right of Entry Agreement. NO EXCEPTIONS.
17. No pets shall be allowed, with the exception of guide animals.
18. Vendor shall cooperate with the Festival Manager, the Developer and the Property Owners in the event that the Festival must be relocated, rescheduled, temporarily suspended, or otherwise disrupted if necessary.