

Old West Days

Vendor and Exhibitor Agreement

Sponsored by the City of Bluffdale

Upon countersignature as provided below, the City of Bluffdale (“City”) grants a temporary license subject to the terms and conditions below. In consideration of this temporary license to use or operate a food booth or stand and space at the Old West Days celebration (“Old West Days”) on August 12, 2017 (“Event Date”), the person who signed this application (“Applicant”) agrees to the following terms and conditions:

- 1. Vendor/Exhibitor Space.** The Applicant shall maintain its booth, exhibit or Booth Space (“Booth Space”) in a clean and neat condition at all times during Old West Days. At the end of Old West Days the Applicant shall remove all trash and debris from the Booth Space and within ten feet on all sides of Applicant’s booth or exhibit, and shall deposit the trash in trash receptacles designated by the City’s representative. Applicant shall take care not to damage the property of other vendors or exhibitors and the equipment or property of the City or of other persons.
- 2. Laws.** Applicant agrees to obey all applicable laws, ordinances, regulations, policies, and procedures of the United States, the State of Utah, Salt Lake County, and the City, including the Old West Days Policies and Guidelines. All food vendors must obtain a temporary event food permit. Contact the Salt Lake Valley Health Department (“SLVHD”) at least fourteen (14) days prior to Old West Days. All food booths must have wood flooring and sidewalls on two (2) sides and meet all other structural requirements of SLVHD. These items are not provided by the City. Food permits must be available upon request during Old West Days. A copy of permit should be submitted at check-in and prior to occupancy or use of the Booth.
- 3. Safety.** Applicant shall exercise due care to ensure that all areas, practices and operation of Applicant and equipment connected with the Booth Space and City’s equipment are used in a way to protect safety of all persons and property. Applicant shall fully and promptly report to a City representative any unsafe practices, equipment, area, or any injuries to persons or property of which Applicant is aware arising from Applicants operation or which take place at Old West Days.
- 4. Other.** Applicants shall not assign or subcontract any part of its duties or rights under this temporary license. The City shall have the right to inspect the Booth Space at all times. The City may immediately terminate this temporary license at any time if Applicant violates any of the provision hereof, or if reasonably necessary in the interest of safety or property. The Applicant shall immediately terminate its use of the Booth Space upon written or oral notice from the City’s representative of such termination in a prompt safe and orderly manner. The City shall not be liable to the Applicant for any claim, loss or damages of any kind or for the return of any part of the Applicant fee arising from termination under this section. This temporary license may not be modified. The Applicant may not make sales of its products or services at any place other than its Booth Space unless the City has issued and the Applicant is displaying an “Authorized Vendor” tag. The City retains the right to permit other persons to sell the same or similar items at Old West Days.



5. Return of Fees. The City will not refund or return any portion of the application fee to the Applicant if Applicant does not use the Booth Space at Old West Days.

6. Damage. Applicant shall be responsible to pay to the City the cost of repairs to the Booth Space or those items damaged or which require repair due to the acts of the Applicant, its employees or agents, reasonable wear and tear excepted. At the end of the term of this temporary license, Applicant shall quit and deliver up the Booth Space and City equipment, to City in as good condition as they were in when they were delivered to the Applicant, ordinary wear and tear excepted.

7. Waiver of Liability. The protection of Applicant's property and person is the sole and absolute responsibility of Applicant. In consideration for use of the Booth Space and for other good and valuable consideration hereby acknowledged the Applicant hereby waives and releases the City and its agents, employees, representatives, elected and appointed officials from any and all injuries, claims, damages, or other consequences suffered by Applicant as part of Old West Days.

8. Cancellation Policy. Reservations may be cancelled with full refund no later than twenty-one (21) days prior to event date. A refund may be issued only if cancellation is received in writing.

9. Payment. FINAL PAYMENT FOR BOOTH SPACE IS DUE WITH THE APPLICATION.

10. Countersignature. This application becomes a temporary license when countersigned by a City representative.

Company Name : _____

Application signed this ____ day of _____, 2017.

Signature

Signature of City Representative _____ Dated: _____, 2017.



Calendar of Events:

Old West Days, Vendor Market, August 12, 2017

Additional information will be available at www.bluffdaleoldwestdays.com

Payments are accepted online at www.bluffdaleoldwestdays.com

or

Please make checks payable to:

City of Bluffdale

Mail signed contract to:

City of Bluffdale
Old West Days
14350 South 2200 West
Bluffdale, Utah 84065

Contacts:

Vendor Chair, Connie Robbins, 801-694-0876

Old West Days Chair, Connie Pavlakis, 801-891-1545



Old West Days

Policies and Guidelines

Bluffdale Old West Days is excited to have our vendor participation. We strive to improve and grow each year to better support you.

Old West Days staff has the right to ask a vendor to remove products.

Old West Days will go on, rain, shine, wind, or snow.

1. Booth Space:

- a. All booth fees must be paid prior to set-up and occupancy.
- b. Booth space will be pre-assigned or assigned at check-in as necessary.
- c. Vendors shall follow the check-in procedures designated in their pre-event packet. All vendors will need to be in the park and ready to unload by 8:30 AM. The asphalt path through the park must be kept clear of all vehicles. All vendors should be prepared to have their booths operational no later than 9:30 AM.
- d. Vehicles will be allowed in the park area to unload supplies and set-up materials. Once the unloading process is complete vehicles shall be moved to assigned parking areas. Under no circumstances will vehicles be allowed to remain in the park area after 9:15 AM. Vehicles that do not comply with this rule will be ticketed by law enforcement. Vendors will need to arrange for hand carts, wheelbarrows, or wagons for use at closing because vehicles are not permitted in the vendor area at closing.
- e. All vendors should have their booths operational no later than 9:30 AM on the event day. Vendors shall keep their booths open and staffed until 6:00 PM. No early take-down is permitted. Vendors may stay through the duration of the evening events.
- f. "Booth space" is for the actual size paid for by fee. If additional vending trailers (drink trailers, display stands, etc.) are used, and which extend beyond the space paid for, additional booth fees will be required.
- g. All tents/canopies must be secured to the ground without obstructing walkways for the public. All vendor-supplied booths must be professional in appearance. The Old West Days committee has the right to refuse vendors whose booths do not meet proper standards.
- h. Old West Days staff has the authority to move or reassign vendor spots to enhance or facilitate operations.

- i. Vendors may not sell any items not approved or shown on the Old West Days application. Old West Days staff has the right to ask vendors to remove products.
 - j. We strongly encourage you to make your own signs to create as strong a presentation as possible. Bluffdale Old West Days encourages vendors to participate in the Old West theme through signage, booth décor, and costumes. Remember to consider your neighbors when creating your unique signs. Keep the aisles clear.
 - k. Price, terms of sale, etc., are between buyer and seller only. All sellers agree to abide by fair business practices.
 - l. Please stay within your assigned booth area if an “Authorized Vendor” tag is not issued. Vendors will not be allowed to “heckle” the crowd as they pass by their booth. Bull horns or loud speaker broadcast equipment is not permitted for booth vendors.
 - m. Vendors are responsible for clean-up of their space during event and before leaving the space at evening's end.
 - n. It is advisable that all vendors provide hand sanitizer for their customers.
2. Authorized walk-around vendors:
- a. Certain products lend themselves to being sold without benefit of a booth. Vendors will be issued an “Authorized Vendor” tag. These vendors may pass among the crowd selling their product without causing a nuisance. Anyone selling a product who does not have an “Authorized Vendor” tag will be escorted from the park by law enforcement.
 - b. The Old West Days staff has final authority relative to the issuance of “Authorized Vendor” tags.
3. Sales tax:
- a. Any required sales tax collections and remittances are the sole responsibility of the sellers.
 - b. A member of the State Tax Commission may be on site to make sure that you are current with sales tax regulations and on file with them.
4. Power: Power is available. Power cords are not provided. Food vendors will have priority access to power. **Limitations:** Power limitations are 110V 15 amps or 220V 50amps, Twist lock connection. Power cords must be 12 gauge or heavier.
5. Security: Vendors are responsible for lost, stolen, or damaged property.



6. Food Vendor Responsibility:

a. A food handler's permit is required for ALL food vendors.

b. See Contract Paragraph No. 2 for details - Salt Lake Valley Health Department ("SLVHD").

c. Required permits must be obtained at least 14 days before vending.

d. Food handlers' permit must be displayed on front of food booth at all times.

e. Inspections will be completed by the SLVHD.

f. Any food that is prepared and packaged away from the event is regulated by the Department of Agriculture and must come from an approved commercial kitchen. Homemade foods are not allowed. It is the responsibility of the vendor to obtain all of the required permits and approval from the Department of Agriculture before vending at Old West Days.

g. All food booths must meet the requirements of SLVHD, including walls and floors (not included in booth fee and NOT provided by City of Bluffdale). Vendors are required to provide their own wood flooring.

8. Liability: Vendor assumes full liability for the products they market and sell and hereby agree to hold the City of Bluffdale harmless against any claim of injury or damage by any buyer, seller, or other persons resulting from the use, consumption, disposition, display, or marketing of vendor's products.

9. Smoking: Smoking is not permitted in the park during Old West Days.

The City Bluffdale is not liable for any injury, or damage to either the buyer or seller, or their property, arising from or pertaining to preparation for or participation in Old West Days, regardless of whether such injury, theft, or damage occurred prior, during, or after Old West Days. Sellers further agree to indemnify and hold the City of Bluffdale harmless for and against any claims for such injury, theft, or damage.

Old West Days Committee:

The Old West Days Committee members work hard to ensure that Old West Days is run in a fair and consistent manner. The Old West Days committee and the City of Bluffdale are pleased to have you as a participant in our celebration. We look forward to your participation in years to come. Your input is always welcome as to how future events can be even more successful.

Contact information:

Vendor Chair, Connie Robbins, 801-694-0876