

# 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 11, 2018 (“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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Signature

Signature of City Representative \_\_\_\_\_ Dated: \_\_\_\_\_, 2018.



Calendar of Events:

Old West Days, Vendor Market, August 11, 2018

Additional information will be available at [www.bluffdaleoldwestdays.com](http://www.bluffdaleoldwestdays.com)

Payments are accepted online at [www.bluffdaleoldwestdays.com](http://www.bluffdaleoldwestdays.com)

or

Please make checks payable to:

City of Bluffdale

Mail signed contract to:

City of Bluffdale  
Old West Days  
2222 West 14400 South  
Bluffdale, Utah 84065

Contacts:

Vendor Chair, Connie Robbins, 801-694-0876

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