

UTAH COUNTY FAIR—August 15-18, 2012
VENDOR RULES AND REGULATIONS

Utah Valley Convention and Visitor's Bureau, (hereinafter FAIR) reserves spaces for the exhibition, sales and distribution of products, services, information and other items of business at the Utah County Fair. Reservations are embodied in commercial and food vendor booth agreements (of which these Rules and Regulations are part of) providing for the use and occupancy of certain small spaces of FAIR real property located on the Spanish Fork Fairgrounds and referred to as "spaces." Any company, partnership, institution, or individual over 18 years of age, hereinafter referred to as "VENDOR," may apply for a space.

These rules and regulations define the conduct of the VENDOR and how the spaces are used. The FAIR reserves the right to interpret, amend, revise, and delete these rules and regulations as it deems fit in its sole discretion in order to achieve the maximum benefit for the FAIR, its patrons and vendors.

Should the action of any VENDOR require the cancellation of the booth agreement during the time of the FAIR, the VENDOR shall immediately upon notification vacate the space and will forfeit any booth fees.

1. These conditions, rules and regulations are hereby made a part of VENDOR'S booth agreement and are incorporated therein by this reference. The VENDOR further agrees to be bound by the FAIR'S interpretations of the booth agreement and these conditions, rules and regulations in the event a dispute should arise concerning them. Non-conforming situations which exist at the time of a new rule may be allowed at the FAIR'S option but may be called into conformity in the future.
2. Alcoholic beverages, firearms, fireworks, firecrackers, smoke or stink bombs, hunting knives, motorcycles, bicycles, roller blades or skateboards are not permitted on the fairgrounds.
3. A prominent sign, professional in appearance, identifying VENDOR can be posted at VENDOR'S sole expense within the confines of the booth space. No hand-made signs are allowed.
4. VENDOR and VENDOR's employees, agents and representatives will conduct themselves and their operations in a courteous and friendly manner. VENDOR and VENDOR's employees must not wear or sell any item that in any manner depicts poor taste. Any actions found offensive or obnoxious by the FAIR at the FAIR's sole discretion will be immediately terminated upon notice.
5. VENDOR will indemnify and hold the FAIR harmless for any damage or loss to persons or property caused by the VENDOR, or VENDOR's agents, employees or representatives
6. The VENDOR agrees to pay for all costs of collection, default, breach or enforcement, hereunder, including a reasonable attorney's fee and court costs.
7. No persons may enter FAIR property for the purpose of conducting business without first entering into a booth agreement with the FAIR. **VENDOR must confine all transactions to the booth space and shall not display signs, posters, brochures, advertisements, or solicit prospective customers in any location on the grounds except within booth space.**
8. Samples not exceeding two (2) ounces in quantity may be distributed within your booth space. This rule applies to food, merchandise, cosmetics, etc. These samples can be given out only within your booth space in accordance with all other VENDOR rules and regulations.
9. **THE FAIR DOES NOT PROVIDE TABLES, CHAIRS OR EXTENSION CORDS.**

10. All VENDORS agree that failure to make final settlement by August 18th, 2012 shall result in fines and legal action.
11. VENDOR shall indemnify and hold the FAIR harmless for any loss to VENDOR or VENDOR's property, agent's, employees or representatives caused by or arising in any manner from fire, wind, storm, explosion, theft, vandalism, loss of occupancy, intentional or negligent acts of third parties or any other cause whatsoever.
12. In the event VENDOR's space is changed, eliminated, condemned or rearranged, the FAIR may assign another space to VENDOR.
13. The booth agreement including these rules and regulations contains the entire understanding of the parties and no oral representation not contained herein shall be binding on the parties hereto.

BOOTH CHARACTER AND MANAGEMENT:

The Utah County Fair Vendor Manager must approve in advance: (1) The installation and content of any exhibit or booth and (2) the distribution or sale of any article, including printed matter, bumper stickers and novelties. Items that are not allowed by the FAIR are: Knives or weapons of any sort, play or candy cigarettes, silly string (or spray), stink bombs, smoke bombs, fireworks, firecrackers and cigarette lighters. Booths or articles not approved may be removed by the Vendor Manager without refund and the cost of removal will be borne by the VENDOR. The VENDOR must conduct his or her activities solely within their booth space. VENDOR must confine all transactions to VENDOR's booth space and shall not solicit prospective customers in any other location on the Fairgrounds except within VENDOR's booth space. The VENDOR shall not, without prior written consent of the FAIR, assign or sublet any part of the booth space.

BOOTH CARE:

All FOOD VENDORS must provide and place flooring underneath all cooking surfaces. All booths must be maintained in clean and proper order at all times during the Utah County Fair by the VENDOR. Garbage must be emptied and taken to the dumpsters every night before leaving.

BOOTH DÉCOR:

Any alterations or changes to the booth in any way whatsoever shall have prior approval of the Vendor Manager. Any approved changes shall be done by the VENDOR at no cost to the FAIR. The VENDOR must restore the booth to its original form before vacating the booth. In no instance will anything (signs, chairs, posts, merchandise, personnel etc.) extend outside or in front of the booth space.

BOOTH SET-UP:

All booth set up must be completed no later than 3:00 pm Wed August 15th, 2012. A late fee of \$25 per day may be charged to any VENDOR whose exhibit is not in place and ready at the time the Fair officially opens each day. A \$25 fine may be charged to any VENDOR who removes items earlier than 10:00 pm the final night of the Fair, unless a written exception has been approved by the Fair Board contact.

BOOTH HOURS:

All booths must stay open from 4:00 pm – 10:00 pm on August 15th, 2012 and from 10:00 am – 10:00 p.m. August 16 -18, 2012, unless a written exception has been approved by the Fair Board contact.

WHAT THE FAIR PROVIDES:

- (1) 110-volts of electricity
- (2) 2 entrance passes (this is for loading and unloading only). No vehicles will be permitted on the fairgrounds during booth hours.

WHAT THE VENDOR PROVIDES:

The VENDOR must provide all merchandise to be put in the booth (s), all equipment, signage, canopies, tables and chairs, heavy duty extension cords, and personnel to man the booth(s) during booth hours.

ELECTRICAL AND PHONE REQUIREMENTS:

Any special electrical wiring or connections to utilities will need to have prior approval of the Vendor Manager by June 15, 2012. An additional charge of \$50 will be assessed for 220-volt hook-up and service.

REMOVAL OF GOODS DURING THE FAIR:

Staff members must enter and exit through the east gates of the Fair grounds. This includes restocking of supplies. No exhibit or portion thereof may be removed or brought in from the grounds during the operating hours of the FAIR without prior written consent of the Vendor Manager. No vehicles are allowed in the Fairground during booth hours.

REMOVAL OF GOODS AFTER THE FAIR:

VENDOR must **not** remove any items from VENDOR's booth before 10:00 pm on the closing day. No vehicles will be allowed on the grounds until it is deemed safe by the Fair Vendor Manager. VENDORS who leave items on the grounds after August 19, 2012 will be fined \$25.00 per day or any part thereof.

TAXES AND LICENSING:

A representative from the Tax Commission will be in attendance. The Utah State Tax Commission requires VENDORS who engage in direct sales at the FAIR to pay sales tax to the state. VENDOR shall obtain a temporary sales tax ID number specifically for this event. **Taxes are not included in the booth cost and are to be paid by VENDOR to the Utah State Tax Commission.**

PERMITS:

All FOOD VENDORS are required to obtain a permit to operate a temporary food concession from the Utah County Health Department located at 151 South, University Ave., Provo, Utah 801-851-7000. FOOD VENDORS must display this at the booth at all times. It is the responsibility of the VENDOR to obtain all licenses and permits required by applicable laws, ordinances, rules and regulations.

LIABILITY:

VENDOR will indemnify and hold the FAIR harmless for loss of exhibits during the Fair. The FAIR will have security during the day and gates will be locked at night. Even though security is provided during booth hours, VENDOR should not leave valuable merchandise unattended or in the booth overnight. The VENDOR is responsible for insurance to cover any loss and for damages to persons or property arising from VENDOR'S activities at the Fair. Certain exhibits also require liability insurance and at FAIR'S request VENDOR shall provide proof of insurance to FAIR in such amounts as are required by FAIR.

NOISE:

No loudspeaker, amplifier or sound device shall be used in the VENDOR space without prior approval. Excessive noise from any source, including TV's, stereos, organs, microphones, chain saws, etc. shall have prior approval from the Vendor Manager.

INSPECTION:

The VENDOR, by executing this instrument, grants the FAIR, without power of revocation, the right to inspect all exhibits, their officers, agents and employees, and all facilities or conveyances controlled by them when entering or leaving the fairgrounds.

INDEPENDENT CONTRACTOR

VENDOR states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from FAIR, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities. FAIR is interested only in the results to be achieved, and the conduct and control of the work will lie solely with VENDOR. VENDOR is not to be considered an agent or employee of FAIR for any purpose, and the employees of VENDOR are not entitled to any of the benefits that FAIR provides for FAIRs employees. It is further understood that VENDOR is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with FAIR.

Both parties agree that VENDOR shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, VENDOR shall have no authorization, express or implied, to bind FAIR to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for FAIR.

UTAH COUNTY FAIR BOARD

The Utah County Fair Board and its duly appointed members are authorized to enforce the terms of this booth agreement and VENDOR shall comply with all lawful and reasonable requests of the Fair Board or its members.

INDEMNIFICATION

VENDOR shall indemnify, defend and hold FAIR, the Utah County Fair Board and its members, and Utah County free and harmless from any and all damages, claims, and suits arising in any manner out of the VENDOR'S, its agents, employees or representatives actions or omissions. VENDOR will hold harmless and indemnify FAIR from the loss or damage to VENDOR property by theft, fire, robbery, accident, or any other destructive cause, while on the Fairgrounds. Vendors are responsible for obtaining any insurance necessary for their own property loss or damage. VENDOR will hold Fair harmless for claims made by VENDOR regarding product value, pricing or quality.

REFUNDS

The Fair is not responsible for loss of sales due to inclement weather, or excessive noise from the carnival, entertainment, or other attractions at the fairgrounds.

CANCELLATIONS

Cancellations are without penalty until June 15th, 2012. Cancellations received after this date will not be refunded. Cancellation requests for Commercial Vendors must be received in writing at Frank and Annette Mills, 466 East 100 South, Pleasant Grove, Utah 84062 on or before June 15, 2012. Cancellation requests for Food Vendors must be received in writing addressed to Larry and Cheryl Brown, at larryandcherylb@hotmail.com on or before June 15, 2012.

PAYMENT

Fifty percent of the commercial vending fee is due with the commercial vendor application. The remaining balance for commercial vendors is due by June 15th, 2012. Fees for accepted food vendors shall be paid on or before June 1, 2012. If commercial or food vendor fees are not paid in full when due and late payment is accepted by the Fair, a \$25 late fee will be charged in addition to the remaining balance. Failure to pay all fees when due may, in Fair's sole discretion, result in cancellation of Vendor's application and the loss of Vendor's deposit.

ASSIGNMENT OR SUBCONTRACTING

Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the Fair.

VENDOR PRODUCTS

All products for which you apply may not be approved. Only the products listed on your Booth Application and Agreement are authorized to be sold. Any changes or additions must be approved in writing by the Fair. The Fair's goal is to provide a diverse showcase of quality goods and services.

REGULATION COMPLIANCE

It is the responsibility of the vendor to produce and deliver products in accordance with any and all government regulations that apply to their industry, especially with regards to food safety and product claims. **VENDOR SHALL OBEY ALL APPLICABLE LAWS, RULES, REGULATIONS AND ORDINANCES OF SPANISH FORK CITY, UTAH COUNTY, THE STATE OF UTAH AND THE UNITED STATES OF AMERICA INCLUDING THE FIRE CODE.**