

UTAH COUNTY FAIR—August 12-15, 2009
VENDOR RULES AND REGULATIONS

The FAIR leases spaces for the exhibition, sales and distribution of products, services, information and other items of business. Lease agreements are embodied in contracts (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 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 leased spaces are used. The FAIR reserves the right to interpret, amend, revise, and delete these rules and regulations as it deems fit as well as 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 lease agreement during the time of the FAIR, the vendor will be required to move everything immediately upon notification to vacate the premises and will forfeit any lease fees.

1. The conditions, rules and regulations attached this agreement are hereby made a part hereof and are incorporated herein by reference, and the VENDOR further agrees to be bound by the FAIR’S Interpretations of said 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. Packages, alcoholic beverages, firearms, hunting knives, motorcycles, bicycles, roller blades or skateboards are not permitted on the grounds.
3. A prominent sign, professional in appearance, identifying VENDORS can be posted, at VENDOR’S sole expense, within the confines of the leased space. No hand-made signs are allowed.
4. VENDORS and their employees, agents and representatives will conduct themselves and their operations in a courteous and friendly manner. VENDORS and their employees must not wear or sell any item that in any manner depicts poor taste. Any actions found offensive or obnoxious by the FAIR will be immediately terminated upon notice.
5. VENDORS will be responsible for any damage or loss caused by the VENDORS, their agents, employees or supplies to property in which the FAIR has interest. The VENDOR agrees to pay for all costs of collection, default, breach or enforcement, hereunder, including a reasonable attorney fee.
6. No persons may enter FAIR property for the purpose of conducting business without first entering into a lease with the FAIR. **VENDORS must confine all transactions to the leased space and will not display signs, posters, brochures, advertisements, or solicit prospective customers in any location on the grounds except within leased space.**
7. As part of your booth fee, samples not exceeding two (2) ounces in quantity may be distributed within your exhibit space. This rule applies to food, merchandise, cosmetics, etc. These samples can be given out only within your booth space and all other VENDOR rules and regulations apply.
8. **THE FAIR DOES NOT PROVIDE TABLES, CHAIRS OR EXTENSION CORDS.**
9. All FOOD VENDORS agree that failure to make final settlement on said date (August 15th, 2009) will result in fines and legal action.
10. The FAIR will not be responsible for any loss by fire, wind, storm, explosion or any other cause whatsoever, to any property belonging to the VENDOR. The FAIR will not be responsible for damage from loss of occupancy.

11. In the event the contracted space is changed, eliminated, condemned or rearranged, the FAIR may resign another space to the VENDOR.
12. This agreement contains the entire understanding of the parties and no oral representation not contained herein shall be binding to the parties hereto.

CHARACTER AND MANAGEMENT OF BOOTH:

The Utah County Fair Vendor Manager must approve in advance: (1) The installation of any exhibit and (2) distribution 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, and cigarette lighters. Booths or articles not so 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 within their leased area. VENDORS must confine all transactions to this leased space and shall not solicit prospective customers in any other location on the Fairgrounds except within this leased space. The VENDOR shall not, without prior written consent of the FAIR, assign or sublet any part of this leased space.

CARE OF BOOTH:

All FOOD VENDORS must provide the leased space with wooden 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.

DÉCOR OF BOOTH:

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 premises. In no instance will anything (signs, chairs, posts, merchandise, personnel etc.) extend forward of the leased space.

BOOTH SET-UPS:

All booth construction must be completed no later than 3:00 pm Wed August 12th, 2009. 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.

BOOTH HOURS:

All booths must stay open from 4:00 pm – 10:00 pm on August 12th, 2009 and from 10:00 am – 10:00 pm August 13-15, 2009.

WHAT THE FAIR PROVIDES:

- (1) 110-volts of electricity
 - (2) 2 parking passes (subject to change depending on parking limitations.)
- The Fair does not guarantee attendance.

WHAT THE EXHIBITOR PROVIDES:

The exhibitor must provide all merchandise to be put in booth (s), all tables and chairs, extension cords, and personnel to man booth(s) for the said hours of the Utah County Fair. All personnel need to read and abide the Vendor Rules and Regulations.

ELECTRICAL AND PHONE REQUIREMENTS:

Any special electrical wiring or connections to utilities will need to have prior approval of the Vendor Manager. An additional charge of \$50 will be assessed for 220-volt hook-up and service. Any phone lines or wireless internet needed will also be an addition charge of \$100 each.

REMOVAL OF GOODS DURING THE FAIR:

Staff members must enter and exit through the Vendors entrance 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 Fair ground between 3:00 pm Wednesday Aug 12th, 2009 and 10:15 pm Saturday Aug 15th, 2009.

REMOVAL OF GOODS AFTER THE FAIR:

VENDORS must **not** remove any items from their booth before 10:00 pm on the closing day without prior approval from the Vendor Manager. No vehicles will be allowed on the grounds until it is deemed safe by the Fair management. All items must be removed on the final night of the Fair. VENDORS who leave items on the grounds after August 15th, 2009 will be fined.

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 Utah County Fair to pay sales tax to the state. You will need to obtain a temporary sales tax ID number specifically for this event. **This fee is not included in the booth cost and is to be paid to the Utah State Tax Commission.**

PERMITS:

All FOOD VENDORS are required to obtain a permit to operate a temporary space from the Utah County Health Department located at 151 South, University Ave., Provo, Utah 801-851-7000. VENDORS must display this at the booth at all times.

SHIPMENTS:

Shipments should be addressed to the Vendor Manager:

All shipments directed to the Utah County Fair must be prepaid or the VENDOR must be available to accept the shipment. Under no circumstances will FAIR personnel be responsible for damage or loss of shipments.

PARKING:

There will be no overnight parking on the grounds. Designated VENDOR parking will be provided at the area where all VENDORS are asked to enter the grounds.

INSURANCE:

The FAIR is not responsible for loss of exhibits during the Utah County Fair. The FAIR will have security during the day and gates will be locked at night. The VENDOR is responsible for insurance to cover any loss. Certain exhibits also require liability insurance. Even though security is provided, VENDORS are urged not to leave valuable merchandise in the booth overnight.

NOISES:

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. need to 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 grounds.

LAWS OF THE CITY, COUNTY AND THE STATE OF UTAH WILL BE STRICTLY ADHERED TO INCLUDING FIRE CODE.

I, the Vendor or authorized personnel have read and agree to abide by the "Vendor Rules and Regulations". (Make yourself a copy of the signed and dated "Vendor Rules and Regulations". **The original must be attached with your application**).

Vendor Signature

Dated