

Schedule "A"
CONDITIONS, RULES AND REGULATIONS
ARTISTS/EXHIBITS/VENDORS
DAVIS COUNTY GREAT SALT LAKE BIRD FESTIVAL

Character of Exhibits: All exhibits and articles or printed materials intended for display or distribution must be approved by the Festival in advance. Exhibitors shall remove any objectionable displays and materials at Exhibitor's costs. The distribution of printed matter and other articles is restricted to the space occupied by the Exhibitor. Exhibits deemed unsuitable or objectionable will not be allowed. Exhibitor, by signing the Space Contract authorizes the Great Salt Lake Bird Festival director to inspect all exhibits and all materials and articles intended for distribution. Exhibit booths must be maintained in clean and proper order at all times by the Exhibitor.

Alterations: Any alterations or changes to booths must have the prior written approval of the Festival director. Any approved changes shall be made by the exhibitor without cost to the Festival or County. All food vendors must provide non-permeable ground cover if weather causes indoor placement. The exhibitor must restore the booth area to its original form before vacating it.

Installation of Exhibits & Hours of Exhibits: All exhibits without exception must be installed no later than 12 p.m. on Friday, May 14, 2010 and 10 am on Saturday, May 15, 2010. Exhibits must be open from 12 p.m. to 7 p.m. on Friday, May 14, 2010 and 10 a.m. to 6 p.m. on Saturday, May 15, 2010.

Removal of Materials after the Festival: No exhibits and materials may be removed during the operating hours of the Festival. All exhibits and articles must be removed after the Festival by 2 p.m., Sunday, May 16, 2010.

Shipments: All shipments to an exhibitor at the Event Center must either be prepaid for by the exhibitor or be received by exhibitor or agent.

Losses: The Festival and County are not responsible for loss of exhibits before, during or after the Festival and therefore the exhibitor is responsible for insurance to cover any loss. Exhibitors are urged not to leave valuable merchandise or items unattended at any time.

Noise: No loudspeaker, amplified or other sound device can be used in the exhibit space without prior written approval of the Festival Director. Excessive noise from high speaker systems, stereos, televisions, organs, chain saws, or other sources are prohibited.

Taxes: Exhibitors engaging in direct sales shall be responsible directly to the Utah State Tax Commission for the collection and submission of sales taxes. Temporary sales tax numbers will be assigned by the Utah State Tax Commission to all vendors.

Phone Lines: Booths with phone lines may be available. Requests for phone lines need to be made in writing and submitted with this application. Vendors who receive a phone line will be limited to local and toll free calls. Phone lines cost an additional \$20 per booth.

Right to Move: Festival reserves the right to move Exhibitor/Vendor from one location to another regardless of their space request or previous assignments.

Electricity: All booths have at least one standard electrical outlet with 20 amp and 110 volts. A limited number of locations/booths have 220 volts available. Exhibitors/Vendors requesting 220 volts will be assessed an additional \$50. Other electrical needs may be accommodated, at a minimum additional cost of \$50 and with 2 weeks advance notice. Festival may assign booth location regardless of booth request to help accommodate special electrical requests.

Fire Lanes: Paved surfaces surrounding the exhibit buildings and on the west side of the grass area are considered fire lanes. No Exhibitor may park vehicles in these areas. Parking in a fire lane may result in a fine and/or having your vehicle towed at the owner's expense.

Fire Hazards: Exhibitors/Vendors may not have any open flames such as burning candles. Only food vendors may use flames as part of a cooking device used to heat or cook their food. Every food vendor with a cooking, warming or heating source is required to have a fire extinguisher in their booth at all times.

Use of Propane: Propane tanks and hoses may be inspected at any time by Farmington City Fire Dept. Tanks that are outdated or that have outdated regulators will not be permitted. Unsafe hoses are not permitted. Unsafe items can be fixed or replaced by the Exhibitor/Vendor and the Exhibitor/Vendor will not be reimbursed for any expenses or lost revenue.

Food Handler's Permit: The Exhibitor shall send a copy of the current Davis County Food Handler's *Permit* with the foregoing Exhibitor/Vendor Permit Application for each person who will be serving food at the exhibitor/vendor booth during the Festival. The Exhibitor shall display each Davis County Booth Handler's Permit at the exhibitor/vendor booth during the Festival. Each food vendor must obtain a 'Temporary Food Service Establishment Permit' from the Davis County Health Department (801-451-3296) prior to the Festival.

**CONTRACT FOR ARTIST/EXHIBITORS/VENDORS
DAVIS COUNTY GREAT SALT BIRD FESTIVAL**

The undersigned Exhibitor submits this contract to Davis County Great Salt Lake Bird Festival for authorization to use a space at the Davis County Event Center during the Great Salt Lake Bird Festival and acknowledges and agrees to be bound by the authorized use and shall be subject to the permit period and conditions set forth in this application and Schedule "A" on the back.

1. Exhibitor: Business Name: _____
Owner/Operator: _____
Address: _____ Phone _____
City/State: _____ Zip _____
SSN# or Business ID# _____ **E-Mail:** _____

2. Prefer Indoors or Outdoors _____

3. Special Needs: _____

4. Intended Use/Product (type of art/food): _____
And no other use without prior written consent of the Festival Director

5. Booth Rental: No booth rental is available. Exhibitors are responsible for bringing their own booths. Festival provides 1 table and 2 chairs.

6. Responsibility: Davis County and/or Festival will not be responsible for any loss by fire, theft, windstorm, explosion, natural phenomena, cancellation of events, loss of occupancy or any other cause incurred by the Exhibitor. The Exhibitor shall be held responsible for damages caused by the Exhibitor's operation and agrees to indemnify and to hold the County harmless from any claims or liability arising from the activities, conduct or negligence of the Exhibitor or any of Exhibitor's agents, employees or officers.

7. Compliance: The Exhibitor shall comply with all applicable state and local health and other laws, rules, regulations and obtain and comply with all required permits, including attendance at any required orientation or training courses.

8. Conditions/Rules: The authorization for the use of the space is subject to the conditions, rules and regulations set forth in Schedule "A" or as may be amended.

9. Assignment/Sublease: The Exhibitor shall not assign or sublet any part of this lease or space.

10. Costs: Artists: \$10 jury fee + \$45 booth fee. Exhibitors/Vendors: \$55 booth fee. Dinner ticket: \$27
The Exhibitor agrees to pay for all costs of collection, default, breach or enforcement hereunder, including a reasonable attorney's fee.

11. **Food Vendors:** Food vendors must supply own trailer and/or tents & tables. Must also have a 'Temporary Food Service Establishment Permit in Davis County'
Call 801-451-3296 Permit # _____

12. Fees paid: Booth fee _____ Sponsor _____ Y/N

Exhibitor Signature: _____ Dated: _____

Festival Director Signature upon Acceptance: _____ Dated: _____

Return Form to: Great Salt Lake Bird Festival, PO Box 618, Farmington, UT 84025 801-451-3286