

Clinton City Heritage Days Celebration

1651 W. 2300 N. Clinton, UT 84015

Dear Vendor:

It's time once again to make plans for the upcoming Clinton City Heritage Days Celebration. Clinton City would like to invite you to join us as a vendor for our **2022** Heritage Days Celebration. The celebration will be held **July 6 – 9, 2022** at the Civic Center Park, 1651 W. 2300 N. This year **booths will display/vend on Friday, July 8th from 4:00 pm - 11:00 pm and Saturday, July 9th from 4:00 pm – 11:00 pm.** All vendors must **check-in on Friday, July 8th between 10:00 am and 3:00 pm.** If vendors do not check in by this time, without prior permission, we have the right to turn them away and they will no longer be able to participate or receive a refund.

Booth spaces are sold on a first-come, first-served basis. We have room for 17 food vendors and 40 basic vendors. We will try to accommodate each request; however choices do not guarantee booth assignment. In an effort to keep diversity at Heritage Days, Clinton City reserves the right to limit the number of vendors selling the same type of product and/or service. Registrations for booths will be taken from **Monday, January 3, 2022- Friday, June 17, 2022** or until the spaces are full.

Vendors will be required to comply with Utah State Tax regulations. The Tax Commission will provide tax packets for each vendor. If vendors are selling food products, please be sure to contact the Davis County Health Department to obtain a *Temporary Food Establishment Permit and Food Handlers Permit*.

Vendors must be confined to their 10ft. x 10ft. booth space and not intrude on walkways or other vendor spaces. All sales must take place in their assigned booth space. Vendors may not sell from vehicles, campers, parade routes, walkways, etc.

Security will be provided at night; however Clinton City will not be responsible for stolen/vandalized items. Clinton City, its agents, or employees will not be responsible for items in the booth, or vendors personal belongings. Please remember all city park rules must be followed including no alcohol or smoking in the park. Clinton Heritage Days is a family celebration and nothing vulgar or suggestive will be allowed. No weapons or firearms will be approved for display or to sell.

To cancel a booth application, a seven working day advance notice is required to receive a full refund minus a \$10.00 administration fee. **No refunds will be issued after June 29, 2022.**

If you have any questions you can reach me at 801-614-0780 or blyman@clintoncity.com. Thank you for your time and consideration.

Sincerely,

Clinton City Recreation

** Enclosed you will find a list of the required paper work to register, vendor regulations, an application, agreement waiver & release of liability and a map of booth locations.

REQUIRED PAPERWORK TO RESERVE A BOOTH SPACE

ITEMS DUE AT THE TIME OF REGISTRATION FROM ALL VENDORS

- Vendor Application
- Menu/List of items being sold
- Photo of the 10x10 commercial grade, fire rated canopy/trailer/food truck
- Photo of the tie downs and anchors
- Photo of the activity/ride
- Fees

ADDITIONAL REQUIREMENTS FOR FOOD VENDORS & SPECIAL RIDES/ACTIVITIES

* These items must be received by the recreation department **on June, 17th by 5:00 pm** or the booth space reservation will be canceled. *

Food Vendors

- Certificate of Liability Insurance Policy - \$1,000,000 minimum with Clinton City Corporation named as an Additional Insured/Certificate Holder
- Temporary Food Establishment Permit from the Davis County Health Department
- Food Handlers Permit
- Photo of the current/valid State Fire Marshal Food Truck Annual Inspection Sticker

Special Rides/Activities - (Train Rides, Dunk Tanks, Inflatable's)

- Certificate of Liability Insurance Policy - \$1,000,000 minimum with Clinton City Corporation named as an Additional Insured/Certificate Holder

VENDOR REGULATIONS

GENERAL INFORMATION

- Vendor booths must be open **Friday, July 8th from 4:00pm - 11:00pm and Saturday, July 9th from 4:00pm–11:00pm**
- The Application Deadline is **June 17, 2022**.
- Refunds will not be issued after **June 29, 2022**. All refunds are subject to a \$10 processing fee.
- Payment in full, all required paperwork and photos of the booth, tie downs and anchors are required to secure the booth space.
- The celebration is held rain or shine and no refunds will be given due to weather.

FEES

Booth space with one 110 volt outlet (2 plugs)	\$ 95.00
Extra 110 volt outlet	\$ 10.00
Extra 220 volt outlet	\$ 15.00

BOOTH APPEARANCE

- Vendors must provide their own commercial grade, fire rated canopy, tables, chairs, walls, etc.
- Booths must be anchored to the ground with weights or stakes.
- In the event of high winds or other natural disasters, booth owners are responsible for the liability, security and safety of their structures.
- All equipment, supplies and overstock must be within the space provided.

WATER

- A culinary water source will be provided for vendors to use in the east parking lot. We do not provide hoses or other water transportation methods.

SET UP & CLEAN UP

- As vendors enter the park, they need to find one of our staff members to direct them to their booth space.
- Vendors are permitted on the park grounds to set up from 10:00 am - 3:00 pm on Friday, **July 8th**.
- All vendors are responsible for leaving their booth spaces clean. All trash from the booths operation must be removed when vendors leave on **Saturday, July 9th**. Failure to do so will jeopardize the vendors opportunity to return for future events.
- Vendors should use the dumpster provided in the east parking lot and not the green garbage cans in the park to dump their waste.

ELECTRICITY

- There is a limited amount of power in the park. Clinton City reserves the right to limit the amount of power each vendor uses.
- Each booth has access to one 110 volt outlet. Each outlet has two plugs and a maximum of two items may be plugged into each outlet. An additional 110 volt outlet may be purchased for \$10.00 extra and a 220 volt outlet for \$15.00 extra.
- Outlets will be a minimum of 100 feet from the booth space. The city will not provide extension cords. All electrical cords must be a three-pronged grounded cord. The city will inspect all power cords and if they do not meet electrical code they will be removed.
- No power strips will be allowed.
- Clinton City reserves the right to not allow items its feels might be unsafe or cause harm.
- It is strongly recommended that vendors with sensitive equipment use surge protectors.
- Last minute electrical changes may not be accommodated.

VENDOR MERCHANDISE

- Clinton City reserves the right to limit similar vendors to maintain a fair and competitive environment. A limited number of each specific type of booth and the products they sell will be permitted. When filling out the application please be specific on the description of the items that will be displayed or sold. If items are not listed on the application the city reserves the right to stop the sale of those items.
- Clinton City reserves the right to restrict which items will be sold, to include exclusive agreements with product lines and those who have entered an agreement with Clinton City to be the “official” vendor with items such as beverages, clothing, etc.
- No drugs, drug paraphernalia, tobacco or alcohol may be sold of any kind.
- Basic vendors may not sell food or beverages. Food vendors may only sell food and beverages.

FOOD VENDORS

- Need a \$1,000,000 Certificate of Liability Insurance Policy with Clinton City Corporation named as an Additional Insured/Certificate Holder
- Need a *Temporary Food Establishment Permit* from the Davis County Health Department. This permit must be displayed at the booth during the celebration. Vendors without this permit will be shut down. Permit information can be found at <http://www.daviscountyutah.gov/health>.
- Must have one employee in the food booths at all times holding a *Food Handlers Permit*.
- Need a State Fire Marshal Food Truck Annual Inspection Sticker
- Must provide a photo of the canopy/truck/trailer, tie downs and anchors
- Are only allowed to sell food and beverage items.

BASIC VENDORS

- Need to provide their own 10X10 commercial grade, fire rated canopy with tie downs and anchors.
- Must provide a photo of the canopy, tie downs and anchors.
- Are not allowed to sell food and beverage items.

SPECIAL RIDES AND/OR ACTIVITY VENDORS (Train Rides, Dunk Tanks, Inflatable’s)

- Need a \$1,000,000 Certificate of Liability Insurance Policy with Clinton City Corporation named as an Additional Insured/Certificate Holder
- Must provide a photo of the, activity, canopy, tie downs and anchor system.

VENDOR PLACEMENT

- Clinton City reserves the right to move vendors to a different space number to ensure the success of the celebration.

CORRESPONDENCE

- All vendor correspondence will be conducted via email when possible. Please be sure to check email regularly prior to the event for any updates, changes or notices.

VENDOR APPLICATION (1/4)

Site Request # _____
(Basic Vendors only)

Organization/Business _____

Representative _____ Phone Number _____

Mailing Address _____ City _____ State _____ Zip _____

Email Address _____ SS# _____ Tax Exempt # _____

Drivers License Number _____ & Birth Date _____ Sales Tax # _____

FEES

- 10'x10' Booth space with one 110 volt outlet (2 plugs) \$ 95.00
- Extra 110 volt outlet \$ 10.00
- Extra 220 volt outlet \$ 15.00

ELECTRICAL NEEDS

Item Description	Watts	Volts	Amps	Comments

FOOD TRUCK/TRAILER

Food Truck/Trailer size _____ Serve from Drivers Side / Passenger Side (circle one)

PRODUCTS SELLING/DISPLAYING

Please list **All** products/items which will be sold or displayed. Attach an additional page if needed. Vendors will only be allowed to sell and display the items listed here. Violations will mean immediate cancellation of contract, removal from booth space and all reservation money paid will be forfeited to Clinton City. The list of products/items must be specific. Words such as “accessories”, “related products”, “etceteras” are not acceptable. If representing a specific brand or company that must be identified on this application.

VENDOR APPLICATION (2/4)
AGREEMENT WAIVER & RELEASE OF LIABILITY

The undersigned Vendor and any of its representative's participating in the Heritage Days managed by Clinton City Corporation agree to comply with the terms and conditions set forth in this Vendor Agreement. In consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor agrees to the following:

VENDOR

The term "Vendor" means the person or company applying to be a vendor at the above-referenced Event and each of its officers, director, shareholders, members, employees, contractors, agents, representatives, and/or invitees, as applicable.

RESERVATION ON ACCEPTANCE

The Heritage Days Committee reserves the right to accept or reject any application to participate in the Event as a Vendor based on the uniqueness and/or quality of the product or services offered, space availability, attractiveness and/or appropriateness of space and/or booth and references from other events.

COMPLIANCE WITH GOVERNAMENTAL REGULATIONS

Vendor must comply with all applicable federal, state and local codes, ordinances, rules and regulations, including, but not limited to, fire, utility, public safety, health and building codes and regulations.

SALES TAX

Vendor agrees to remit all paperwork to the Utah State Tax Commission.

INSURANCE AND PROPERTY DAMAGE

Vendor is liable for any damage caused by Vendor or any of its Representatives to the Event venue or the property of other Event participants. The Vendor, at its own expense, is required to secure and maintain insurance as set forth herein through the duration of the Event. All such insurance shall be primary of any other valid and collectable insurance of Vendor and shall be written on an occurrence basis. The following insurance coverage's are required: (1) Worker's Compensation Insurance to the statutory limits; if applicable. (2) Comprehensive General Liability Insurance with limits not less than One Million Dollar (\$1,000,000) each occurrence, combined limit for bodily injury and property damage for food vendors and special rides or activity vendors. (3) Automobile Liability Insurance coverage in the statutory minimum amount; (4) Insurance Coverage in the amount deemed sufficient by Vendor to protect its property against loss, damage, theft or injury of any nature and any claims arising from any activities conducted at the Event; (5) The required policies must name Clinton City as an Additional Insured/Certificate Holder; (6) Vendor agrees to provide Clinton City with a Certificate of Insurance listing Clinton City as Additional Insured/Certificate Holder by the deadline. Clinton City reserves the right to verify that such insurance coverage's are still in effect at the time of the Event.

INDEMNITY AND RELEASE OF LIABILITY

Vendor waives any and all rights and claims to which self, and any heirs, executors, administrators, personal representatives, successors and assigns may now or hereinafter have against and do hereby fully release and discharge Clinton City Corporation and their respective members, directors, officers, employees, volunteers, representatives, and agents, all event sponsors, event volunteers and other officials associated with the Event the "Released Parties" from any and all liability for any and all personal injury or illness, disability, death, property damage, theft, or other losses or damages of any kind resulting either directly or indirectly from Vendor's participation in this Event, whether or not caused by Vendor's negligence or the negligence of the Released Parties, and/or Vendor's non-compliance with or breach of this Agreement. Further, Vendor agrees to indemnify, defend and hold harmless the Released Parties from and against any claim or liability and any resulting loss, cost or damage for failure or alleged failure to obtain the required licenses or consents, or for infringements or copyright, patent, and/or unauthorized use of registered trademark or service mark, or other violations of property or proprietary rights or the rights of privacy or publicity of any third party.

Vendor certifies to be in the proper physical condition to participate in this Event. Vendor also consents to receive emergency medical treatment that may be deemed advisable by medical technicians or physicians upon the occurrence of any injury, accident, and/or illness obtained during this Event.

VENDOR APPLICATION (3/4)
AGREEMENT WAIVER & RELEASE OF LIABILITY

INDEMNITY AND RELEASE OF LIABILITY

Vendor understands and acknowledges that the vendor may be photographed during the course of participating in this Event and hereby authorizes the use of Vendor's name and any such photographs, videotapes, or other record of participation in this Event for any legitimate purpose by Clinton City Corporation, the Event sponsors and associated individuals and entities. The Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

LOSSES

Vendor further agrees that any loss sustained by Vendor as a result of participating in this Event shall be borne by Vendor.

RELATIONSHIP

The Vendor is an independent operator and through this agreement no agency, partnership, joint venture or employer/employee relationship is created with Clinton City Corp. or the Heritage Days Committee. The Vendor, its owners, employees, or other agent shall not represent themselves as representatives of Clinton City Corp. or Heritage Days Committee Members. Vendor shall not enter into any contract or other agreement which would cause Clinton City Corp. or the Heritage Days Committee to be liable in any way with any other party, including, but not limited to, manufacturers, Vendors, or other suppliers, etc. Vendor shall hold Clinton City Corp. and the Heritage Days Committee harmless from any cost or any other liability it may incur with the production of merchandise.

VOLUNTARY PARTICIPATION

Vendor understands and acknowledges that its participation in this Event is completely a voluntary undertaking and that Vendor has assumed all risks associated with such participation.

Clinton City Corp. and the Heritage Days Committee make no representation nor guarantees regarding actual Celebration attendance, nor makes any representation of potential financial success or failure.

Through submission of application materials and Vendor's signing of this Agreement, Vendor confirms to have read this Vendor Agreement Waiver and Release of Liability and certifies that Vendor fully understands its contents, including all policies, rules and regulations for participation in this Event and the ramifications of Vendor's execution of same. Vendor further certifies that the Vendor and Vendor's property, equipment and vehicles are properly insured for any and all losses incurred, and/or damages caused, by Vendor or any other party. Vendor hereby assumes complete responsibility for all risks associated with participation in this Event.

By signing below, Vendor agrees, that if selected to participate, Vendor and Vendor's representatives will adhere to the terms of this agreement and the Clinton City Heritage Days Policies, Rules and Regulations.

I have read the Vendor Regulations page(s) and agree to abide to them for the Clinton City Heritage Days.

Vendor Business Name (Booth Name)

Date

Vendor Representative (Print)

Signature of Vendor Representative

If Vendor is under the age of 18, Parent or Guardian must authorize by signing below

Signature of Parent/Guardian

Date

VENDOR APPLICATION (4/4)
MAP OF BOOTH SPACES

* See attachment *