



## 2017 Layton F.E.S.T. Conditions of Use

- ❖ **Indemnification:** We the undersigned, in exchange of good and valuable consideration, receipt of which is hereby, acknowledged, including the use of the Layton City property, indemnify Layton City, its officers, officials, employees, agents, and volunteers against any claim of any kind relating to this event, including any and all equipment and toys brought to City property for the undersigned's use on City property. The undersigned will limit use of the equipment and toys to those invited and authorized by the undersigned to participate in these activities.
- ❖ **Davis County Health Department:** Any booth serving food and/or drinks of any kind must comply with all current Davis County Health requirements. It is recommended that vendors contact the Davis County Health Department, at 801-525-5000, a minimum of 7 days prior to the event to obtain any permits needed. Any vendor not in compliance may be shut down and asked to leave the site. The Davis County Health Department may be on site to check each vendor.
- ❖ **State of Utah Sales Tax:** Each vendor is solely responsible for payment of all State Sales Taxes.
- ❖ **Vendor Set Up and Hours of Operation:** Set up time is every Friday from 3:00 PM to 5:00 PM. Please unload your cars BEFORE you set up – not AS you set up. Vendors' vehicles will be allowed to enter the area to clean up at 9:30 PM. Vendor agrees to stop selling of all goods at 9:30 PM each Friday and clean up their area.
- ❖ **Vehicles:** Vehicles must be attended at all times during set-up. Vendor card must be visible in the vehicle front window at all times. No vehicles allowed in the pedestrian area between 5:00 PM and 9:30 PM. Vehicles left in the pedestrian area after 5:00 PM may be towed and would be at the owner's expense. All trucks, trailers, and equipment must be removed each evening after the event.
- ❖ **Electricity:** Each booth requesting electrical power is allowed two 15 AMP outlets of 110 volt usage. Vendors will be tested throughout the day. No freezers or ice making machines are allowed to be plugged in to the City electrical system. Power is available at 4:00 PM on the afternoon of each event.
- ❖ **Booth Safety:** All vendors shall ensure that all tents and structures are assembled and anchored in such a manner to be safe for vendors, employees and visitors. Vendors shall supply their own extension cord and ensure it is placed in a safe manner. Due to the underground power, stakes longer than 6" are prohibited unless approved by the Parks Department. Water barrels can be used to secure tents and structures.
- ❖ **Waste Material:** Vendor agrees to dispose of all waste materials such as grease, salt, waste water and trash in a proper manner. Disposal of these waste materials in the grass, sidewalks, gutters or storm drains, etc. is strictly prohibited. Offenders will be subject to a \$150.00 fine and possible further legal actions. Vendor agrees to clean up and haul out all garbage.
- ❖ **No-Shows:** Vendors that show up after 5:00 PM may be considered as in a No-Show. Two or more No-Shows may result in the cancellation of the reservation and forfeiture of the payment.
- ❖ **Farmers & Produce Vendors:** Each produce vendor is solely responsible for complying with any UDAF or USDA guidelines that may apply to this market. Purchase of a space for any Layton F.E.S.T. event will secure the vendor a space for that event; however each space will be assigned by Layton City Staff on arrival.
- ❖ **Food Truck/Trailer Vendors:** Purchase of a space for any Layton F.E.S.T. event will secure the vendor a space for that event; however each space will be assigned by Layton City Staff on arrival.
- ❖ **Other Vendors:** Purchase of a space for any Layton F.E.S.T. event, by vendors that do not meet a Produce or Food Truck/Trailer Vendor designation, will secure the vendor a specific space at that event. Note: each space is 10' x 10'.
- ❖ **Layton F.E.S.T. is a Family Themed Event:** Layton City will not allow the sale or display of anything obscene or items that may be harmful to minors or are or not consistent with this family event or that are considered a nuisance to the public. If this rule is not followed vendor's booths may be closed down with no refund. No selling of weapons including: firearms, swords, knives, nunchucks, brass knuckles, etc.
- ❖ **Public Safety:** Vendors are responsible to be aware of and comply with all Federal, State, and City laws and regulations. Please be aware that rental of this space does not allow for any violation of City or State law relating to alcohol, smoking, noise, sight, smell, nuisance or other similar conditions. A fire inspection by Layton Fire Department may be required if cooking will be done at the event.
- ❖ **Non-Transferable:** Vendors may not transfer sublet or promise their space to another vendor.
- ❖ **Opt-Out Policy:** Season fees are not transferable and may not be refundable.
- ❖ **Layton City reserves the right to ask a vendor to leave at any time for any reason and may terminate a season space rental at its discretion. If a vendor is asked to leave by the City, the vendor will be refunded the pro-rated portion of all money paid to the City and could result in the vendor being asked to not attend any future events.**

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Signature

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Date

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Revised 1/2017