



**Vendor Agreement Due July 1<sup>st</sup>, 2017**  
**Blue Moon Festival – Saturday August 5<sup>th</sup>, 3:00-10:00 pm**

Vendor Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Cell Phone of Contact: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security # or EIN: \_\_\_\_\_

Items to be sold and prices & website (photo may be attached):

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**THIS VENDOR AGREEMENT** (this “*Agreement*”) is made between the **HOLLADAY ARTS COUNCIL** (“*Council*”)

**AGREEMENT:**

It is hereby acknowledged that the Council and the Vendor agree to the following:

1. **Permission:** The Council hereby authorizes the Vendor to display items for sale at the Festival as specified in this Agreement.
2. **Location:** Vendor shall be provided a designated space (the “*Space*”) at the Festival, located at 4580 S. 2300 E. Holladay Utah. The size, location and configuration of the Space will be determined by the Council. The Space will measure 10 feet square. The Vendor shall supply any and all necessary tables, canopy, or other devices used to hold and/or display items during the Festival.
3. **Display Fee:** In consideration for the use of the Space at the Festival, the Vendor shall pay to the Council **\$75.00**, which is due with the application to the Festival.
4. **Display Period:** Council shall deliver possession of the Space to the Vendor at 12:00 pm on the day of the Festival to allow for sufficient set up time. The Vendor shall complete such display arrangements and all items shall be fully displayed and ready for the commencement of the Festival, no later than 2:30 pm on the day of the Festival. The Vendor’s items shall be continuously displayed for sale from 3:00 p.m. until 10:00 p.m. on the day of the Festival (the “*Display Period*”). Upon termination of the Display Period, the Vendor shall promptly remove all items from the Space and return possession of the Space to the Council in the same condition as delivered. If the Vendor does not remove all items at this time, then the Council may cause the items to be removed and, at the Council’s option, stored at the Vendor’s expense. The Council shall endeavor to give the Vendor notice of such storage. If the Vendor fails to

retrieve the item from the Council within three (3) months after the end of the Display Period, then the Council may, at its option and without further notice to the Vendor, either (a) sell the items and apply the sale proceeds to the Council's general fund; (b) donate the items to a charity selected by Council; or (c) discard the items.

5. **Sales Tax:** Vendor shall be fully responsible for the collection and payment of all sales tax arising from all sales.

6. **Early Removal from Display:** The Vendor recognizes that the Festival will be open to people of all ages, and that Utah state law and the Council's ordinances prohibit exposing minors to obscene or otherwise harmful materials. Consequently, the Vendor gives the Council, and the Council retains, the right to cause to be removed from display at the Festival any item that the Council reasonably deems to be obscene or otherwise harmful to minors under applicable laws. The Vendor shall promptly undertake such removal upon the Council's request.

7. **Indemnity:** The Vendor releases The City of Holladay and the Council from, and will indemnify and defend the Council against, any and all claims, liability, damages, costs and expenses, including attorney fees and expenses, arising out of the Artist's occupancy of the Space during the Festival and/or the display, loss, transportation, storage, libel, copyright violation, invasion of privacy or damage to, loss of or theft of any items. This release binds the Vendor with respect to these claims, as well as the Vendor's heirs, assigns, executors, administrators and legal representatives.

8. **No Insurance:** The City of Holladay and Council shall not be obligated to provide security against theft at the Festival or to maintain in effect any policy of casualty/theft insurance covering any of the Vendor's items or liability insurance protecting the Vendor from any liability to third parties arising from or attributable to Vendor's occupancy of the Space for purposes of the Festival.

Consequently, **the Council urges the Artist to obtain its own casualty insurance coverage on the Vendor's items and liability insurance on the Space for purposes of the Festival.**

9. **No Damages:** The City of Holladay and the Council are not obligated in any way to hold the Festival, and the Vendor recognizes that the occurrence or non-occurrence of the Festival may be impacted by a number of factors, some or all of which (such as adverse weather conditions, unavailability of the proposed location of the Festival, etc.) may be outside the Council's control. The City of Holladay & the Council shall have no liability whatsoever to the Vendor if the Festival does not occur. Vendor Fees will be refunded.

10. **General:** This Agreement represents the parties' entire agreement. No written or oral agreements made prior to this Agreement are binding upon the parties in any manner. Only written modifications to this Agreement shall be valid and binding. All parties to this Agreement must sign such modifications. Time is the essence of this Agreement, in the event of any dispute hereunder; the prevailing party shall be entitled to an award of its attorneys' fees and costs reasonably incurred therein.

I (the Vendor) have read and understand the "Vendor Agreement" (above) and I agree to the terms and conditions described therein.

Vendor's Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_