



## **2019 Layton FEST** **Conditions of Use**

### ❖ **Vendor Criteria & Selection Information**

#### Criteria

- Submit a Layton FEST vendor application during the application period (opens March 1 of current year)
- Provide a good or service for sale or purchase that is directly related to their business
- Layton FEST is a family themed event and goods or services must comply with the Family Themed Event policy
- Booths solely for marketing or promotional purposes will not be allowed, with the exception of Layton City partnered non-profit organizations
- Selected vendors must commit to attending the event on the nights he/she reserves

#### Selection

- Throughout the Layton FEST season, Layton City reserves the right to limit the number of FEST nights an applicant may attend
- Vendors with original/unique products may be given priority during the selection process
- Multiple vendors of the same product will not be allowed on the same event night (i.e. Lula Roe, doTerra, etc.)
- Booth selection for multiple vendors with the same product will be made based on the date of the application, and season dates will be dispersed between vendors of the same product as equitably as possible
- Season vendors will only be selected on a case by case basis in an effort to allow as many unique vendors as possible and create a bigger variety

### ❖ **Vendor Booth Information**

#### Booth Space

- Each booth space is 10' x10' and cannot encroach upon the booth space of another vendor
- Vendors shall provide any space furnishings they require (i.e. table, chairs, canopy, etc.)
- 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
- 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

#### Electricity

- Electric booth spaces are allowed two 15 AMP outlets of 110 volt usage
- Volt usage will be tested throughout the day for booths with electricity
- 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
- Vendors shall supply their own extension cord and ensure it is placed in a safe manner

#### 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 start selling of all goods at 5:00 PM and stop selling of all goods at 9:30 PM each Friday

#### Vehicles

- Vehicles must remain on the cement unless directed and accompanied by a Parks' employee
- Vehicles must be attended at all times during set-up – unload/loading
- Vendor card/receipt 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 at the owner's expense
- All trucks, trailers, and equipment must be removed each evening after the event

## ❖ Event Policies

### Family Themed Event

- Booths that do not follow the family themed event may be closed down, booths that are closed by the City will receive a refund of all payments made for the event
- Layton City will not allow the sale or display of: anything obscene, items that may be harmful to minors, items that are not consistent with this family event, and/or items that are considered a nuisance to the public
- No selling of weapons including: firearms, swords, knives, nun chucks, brass knuckles, etc.
- Layton City Parks and Recreation Director will make the final determination

### No-Shows

- Vendors that show up after 5:00 PM may be considered as a No-Show
- Two or more No-Shows will result in the cancellation of future reservations and forfeiture of all payments made

### Non-Transferable

- Vendors may not transfer, sublet, or promise their space to another vendor

### Refund Policy

- Season fees are not transferable and may not be refundable
- No refunds will be given for inclement weather
- A full refund will be provided if the City otherwise cancels the event

## ❖ Regulations, Laws, & Ordinances

### State of Utah Sales Tax

- Each vendor is solely responsible for payment of all State Sales Taxes.

### Davis County Health Department

- Any booth serving food 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 and will be refunded
- The Davis County Health Department may be on site to check each vendor

### Utah Department of Agriculture and Farmland/United States Department of Agriculture

- Each produce vendor is solely responsible for complying with any UDAF or USDA guidelines that may apply to this market

### Waste Material

- Vendor agrees to haul out all waste materials (grease, salt, waste water, trash, etc.)
- 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
- Contact the Davis County Health Department with any questions about proper disposal methods and current regulations

### 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.

- ❖ **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.

- ❖ **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 and may result in the vendor being asked to not attend any future events.**

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Signature

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Date