



Food Vendor Agreement Due June 30, 2017
Blue Moon Festival – Saturday August 5th, 3:00-10:00pm

Vendor Name: _____

Contact Name: _____ E-mail: _____

Address: _____

Cell Phone of Contact: _____ Daytime Company Phone: _____

Social Security # or EIN _____

Space size needed (ie: 10' x 10') _____ Power needs: total amps _____

Items to be sold and prices (may be attached): _____

The Holladay Arts Council (“*Council*”) is the sponsor of the “Blue Moon Festival” (the “*Festival*”) scheduled to occur from 3:00 p.m. until 10.00 p.m. on **Saturday August 5th at Holladay City Park, 4580 South 2300 East in Holladay, Utah.**

Food Vendors are responsible for obtaining in advance all appropriate licenses and permits. Temporary food handler permits must be displayed, and are available through the County Health Department located at 788 E. Woodoak Lane (5380 South), phone 385/468-3845, M-F, 8am-4pm arrival. The Utah State Sales Tax form will be provided to all vendors on the day of the festival. **Again, food handler's permit must be submitted at time of application!**

Vendor Fee. In consideration for the use of the Space at the Festival, Vendor shall pay Holladay Arts Council **\$125.00** and is due with the application.

Location. Vendor shall be provided exclusive use of a space at the Festival. The location, size and configuration of the Space will be jointly determined by Council and Vendor. Vendor shall supply any and all necessary equipment and foodstuffs.

Display Period. The Council shall deliver possession of the Space to Vendor at approximately 12:00 p.m on the day of the Festival to allow Vendor sufficient time to set up. Food shall be for sale from 3:00 p.m. until 10:00 p.m. on the day of the Festival. Upon termination of the Display Period, Vendor promptly shall vacate the Space and return possession of the Space to Council in the same condition as delivered. All garbage must be bagged up and dropped at designated location.

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

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.

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

No Insurance. Council shall not be obligated to provide security against theft at the Festival or to maintain in effect any policy of casualty/theft insurance or liability insurance protecting Vendor from any liability to third parties arising from or attributable to Vendor’s occupancy of the Space for purposes of the Festival. Consequently, **Council urges Vendor to obtain its own casualty insurance coverage and liability insurance on the Space for purposes of the Festival.**

No Damages. The City of Holladay & Council are not obligated in any way to hold the Festival, and 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 Council's control. Council shall have no liability whatsoever to Vendor if the Festival does not occur. Vendor application fee will be refunded if the festival is cancelled.

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.

Applicant Signature

Date

Email proof of permit to [Holladay Arts Council](#) at time of payment and application.