

The undersigned Food Vendor submits this application for authorization to use a space at the Davis Heritage Festival (DHF) and acknowledges and agrees to be bound by the authorized use and shall be subject to the permit period and conditions set forth in this application. The dates for the Festival are **May 19-21, 2022** and all vendors **MUST** live or have a business address in Davis County.

*Please note that this application is the primary form used to decide whether the festival accepts your business. Please fill to completion and include detailed descriptions. Thank you.

Food Truck Name:		Contact Phone Number:	
Contact Person:		Contact Email:	
Full Address:		Type of Food:	

- 1 Rental Cost:** Food Vendors selling food items to be consumed on site shall pay an application fee of \$50, a refundable security deposit of \$50, and 15% of gross sales during the event (less tax). Application and security deposit payments are due **within 10 days** of receiving notice that they have been selected as a food vendor. When making payment, make sure it is the total of all fees if purchasing extra amenities.

Food vendors must supply their own trailer and/or display, tables and tools. This permit will not be effective until payment of application fee is made in full and the completed application has been signed by the Food Vendor and approved and signed by the Festival Director. Fee costs may change until this application is signed by both parties and paid in full. **All food vendors selected will need to provide payment in full within 10 days of the date acceptance notice is sent.** Failure to provide full payment after receiving acceptance notice may result in the loss of the application. Upon completion of the Davis Heritage Festival the \$50 security deposit will be refunded, provided the vendor remains all 3 days of the event.

Payment must be made at the **USU Botanical Center main office, 80 E 725 S, Suite B, Kaysville, UT 84037**. Checks will be accepted through the postal service or in person. Checks must be made payable to **USU Botanical Center**. Credit or debit card payments will be assessed a 3% processing fee.

- 2 Trailers & Displays:** Food vendors must provide their own sales trailer, displays and/or fixtures. Trailers and displays **must fit** into the designated area and cannot interfere with other vendors designated areas, walkways, access points or traffic ways. To assure a clean and neat appearance during the Festival, trailer and display appearance is taken into consideration when selecting food vendors. **Food vendors are required to submit photos of their trailer or sales display as part of their application.**
- 3 Placement:** Our facilities manager will place each trailer/truck in its assigned spot. Please make sure your trailer is labeled. **If the Food Vendor fails to have its trailer delivered by the specified date they may be reassigned to a different location.** The Food Vendor agrees to hold Utah State University (USU), USU Botanical Center (USUBC), and Davis Heritage Festival (DHF) harmless if any trailer, equipment, or displays are damaged in transportation or placement.
- 4 Responsibility:** The Food Vendor herewith agrees to indemnify and hold USU, the DHF Committee, and/or USUBC and their respective officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that

may arise out of the acts or omissions, negligent or otherwise of the Food Vendor or its officers, officials, agents, or employees, volunteers or any person or persons under the supervision or control of the Food Vendor or its officers, officials, agents, employees or volunteers.

USU, DHF Committee, and/or USUBC and their respective officers, agents, officials and employees shall not be responsible for any personal, property, or economic loss occasioned by, caused by or resulting from fire, theft, windstorm, explosion, natural phenomena, cancellation of event(s), loss of occupancy or any other cause incurred by the Food Vendor.

5 Acceptance: This application is not considered accepted until the DHF Executive Committee has signed this application, and the Food Vendor fee/deposit cost has been paid in full.

6 Insurance & Permits:

A Required Vendor Insurance Coverage: The Food Vendor shall obtain and maintain insurance, with a company or companies lawfully authorized to do business in the state of Utah, with coverage provided for claims which may arise out of or resulting from the Food Vendor's actions or omissions relating to its participation at the DHF and from any actions or omissions for which the Food Vendor may be liable, whether such acts or omissions be by the Food Vendor, a subcontractor of the Food Vendor, or any other party directly or indirectly employed by or contracted with any of them for the following claims:

- 1 Claims under Workers' Compensation;
- 2 Claims for disability benefits;
- 3 Claims for damages because of bodily injury, occupational sickness or disease or death of any person, including the Food Vendor's employees or any person other than the Food Vendor's employees;
- 4 Claims for damages for personal injury to or death of any person; and
- 5 Any other claims resulting from any injury or damages incurred or caused by any employees or agents of the CONTRACTOR or any Subcontractor, their employees or agents.

B Certificate of Insurance: The Food Vendor shall provide a Certificate of Insurance for the required insurance which is acceptable to USU as evidence of that insurance prior to the commencement of the Davis Heritage Festival.

C Coverage of Minimums:

- 1 Worker's Compensation
 - a The statutory limits for the State of Utah as set forth in the *Utah Code Annotated*.
 - b Applicable federal requirements.
 - c Employer's liability in the amount of \$100,000
- 2 General liability Insurance
 - a The Food Vendor shall obtain and maintain either Comprehensive General Liability Insurance in accordance with the following Subsection (1) or Commercial Liability Insurance coverage in accordance with the following Subsection (2):
 - 1 Comprehensive General Liability Insurance including coverage for premises-operations, personal injury liability with employment exclusion deleted, blanket contractual broad form property damage, X, C and U exclusions deleted with minimum limits of coverage of:
 - i Combined single limits of \$1,000,000; and
 - ii Aggregate limits of \$1,000,000
 - 2 Commercial liability Insurance including coverage for premises-operations, independent contractors, products and completed operations, with no exclusions to the contractual obligations assumed under the Application with USU with minimum limits of coverage of:
 - i General aggregate limit of \$ 1,000,000
 - ii Products-completed operations aggregate limit of \$ 1,000,000; and
 - iii Combined bodily injury or property damage per occurrence limit of \$1,000,000.

- 7 Workers Compensation:** Food vendors that are selected must provide proof of workers compensation insurance. If they do not have employees, they must obtain a waiver through the state of Utah that verifies a release from needing workers compensation. A certificate of insurance with appropriate level requirements and proof of workers compensation coverage or state waiver are due on April 15th, 2022. Applications can be completed on the state website at: <https://laborcommission.utah.gov/divisions/industrial-accidents/employers/wccw/>
- 8 Temporary Food Establishment Permit:** Each food service vendor must obtain a Temporary Food Service Permit to operate a booth. This permit must be obtained through the Davis County Health Department. The phone number to the Davis County Health Department is 801-525-5128. Application forms and pricing can be found on the following web site:
Please visit the following link to ensure your food truck or temporary food establishment is compliant with county policy: <https://www.daviscountyutah.gov/health/environmental-health-services/permits/food/food-trucks>
- 9 Food Handler's Permit:** During all hours of operation, the temporary food service permit holder shall have at least one person on site that has a food handler permit accepted by the Davis County Health Department, Division of Environmental Health (Utah Food Handler Permits and those food handler permits that were previously issued by a Utah Health Jurisdiction that has not expired).
- 10 Compliance:** The Food Vendor shall comply with all applicable state and local health and other laws, rules, regulations and obtain and comply with all required permits, including attendance at any required orientation or training courses. Social security number or business tax identification numbers must be provided to the Utah State Tax Commission upon their request.
Please visit the following link to ensure your food truck or temporary food establishment is compliant with county policy: <https://www.daviscountyutah.gov/health/environmental-health-services/permits/food/food-trucks>
- 11 Taxes:** Food Vendors engaging in direct sales shall be responsible directly to the Utah State Tax Commission for the collection and submission of sales taxes. Temporary sales tax numbers will be assigned by the Utah State Tax Commission to all food vendors. All food vendor information from this application may be submitted to the Utah State Tax Commission for their use in collecting taxes. Food vendors may contact the Utah State Tax Commission with questions at 801-297-6303.
- 12 Conditions/Rules:** The authorization for the use of the space is subject to the conditions, rules and regulations of USUBC, as amended.
- 13 Assignment/Sublease:** The Food Vendor will be given an assigned space and is not given permission to sell or display their product or services in any other location at the USUBC. The Food Vendor shall not assign or sublet any part of this lease or space.
- 14 Costs:** The Food Vendor agrees to pay for all costs of collection, default, breach or enforcement hereunder, including a reasonable attorney's fee.
- 15 Exclusivity:** The Food Vendor is not guaranteed exclusivity. No exclusivity is implied, written, verbal or otherwise. No refunds will be issued based on lack of exclusivity. We will do our best to avoid duplicates with on 4 food vendors in the area.
- 16 Cancellation or Failure to Show:** If the Food Vendor cancels its application on or after April 19th, 2022, it will not receive a refund of the deposit it paid. If the Food Vendor cancels before April 19th, 2022, it will receive a refund of the deposit that it paid only after we resell their assigned booth space. **Food vendors who do not arrive and set up their booth by 3 PM on the first day of the Festival shall forfeit their reserved space and the rental fees paid for that space.** Furthermore, USUBC retains the right to resell any unused space.

- 17 Character of Exhibits:** All exhibits and articles or printed materials intended for display or distribution must be approved by the Davis Heritage Festival in advance. Food Vendors shall remove any displays and/or materials that may be deemed objectionable or unsuitable for all ages at the Food Vendor's costs. The distribution of printed matter and other articles is restricted to the space occupied by the Food Vendor. Exhibits deemed unsuitable or objectionable will not be allowed. The Food Vendor, by signing this contract authorizes the Davis Heritage Festival Executive Committee to inspect all exhibits and all materials and articles intended for distribution. Exhibit booths must be maintained in clean and proper order at all times by the Food Vendor.
- 18 Alterations:** Any alterations or changes to booths must have the prior written approval of the DHF Executive Committee. Any approved changes shall be made by the Food Vendor without cost to USUBC or DHF.
- 19 Installation & Operation Hours of Exhibits:** Booths may be setup on the days of the Festival, between 9:00 am and 3:00 pm. Food Vendors **must be open from 4 PM-8 PM on Thursday and Friday and 10 AM to 5 PM on Saturday.** Food Vendors may begin removing their materials after 6:00 p.m. on Saturday, and must have all of their materials removed by 8:00 p.m. on Saturday. **Food Vendors will not be given vehicle access to restock or replenish its supplies or products after 3 PM on Thursday and Friday, and 9 AM on Saturday and should plan on carting supplies to their booth once the Festival has begun.**
- 20 Removal of Materials after the Festival:** No exhibits and materials may be removed during the operating hours of the Festival. All exhibits and articles must be removed by 11:00 pm the Saturday of the Festival. There will be no security present after Saturday. If materials and equipment are not removed by the Sunday after the fair, a fee will be assessed.
- 21 Losses:** USUBC is not responsible for loss of exhibits or the Food Vendor's property or supplies before, during or after the Festival, and, therefore, the Food Vendor is responsible for insurance to cover any loss. Food Vendors are urged not to leave valuable merchandise or items unattended at any time.
- 22 Noise:** No loudspeaker, amplifier or other sound device can be used in the exhibit space without prior written approval of the Davis Heritage Festival Director. Excessive noise from high speaker systems, stereos, televisions, organs, or any other sources is prohibited.
- 23 Additional Parking:** All food vendors must park in specified lots or other general parking areas throughout the duration of open Festival hours. No vehicles may drive on the grass or sidewalk, with the exception of food vendor trailers being delivered before the Festival begins and removed after the completion of the Festival. **Vehicles parked anywhere except in a parking lot may be towed at the owner's expense.** Vehicles will not be allowed back into the vendor area until the Festival has closed on Saturday night. No Food Vendors are given permission to park vehicles, RV's or trailers overnight without the approval of the DHF Executive Committee.
- 24 Internet Access:** No public internet access will be made available. Vendors may secure their own hot spot if required.
- 25 Right to Move:** USUBC reserves the right to move the Food Vendor from one location to another regardless of their space request or previous assignments.
- 26 Electricity:** All food vendor booths have one standard electrical outlet with 20 amps and 110 volts available. Each food vendor will need to provide their **own extension cord.** Additional hook-ups are available upon request for an additional fee of \$25 each. All generators **MUST** be approved. If use of a generator is granted, the location of the food vendor may be limited to a perimeter space. If generator noise or fumes interfere with other vendors operations or with the Festival in general, the generator will have to be turned off, and the Food Vendor will be

required to leave. Neither USUBC nor the DHF is responsible for repairs to the Food Vendor's equipment and supplies. The Food Vendor will be responsible for all such costs and/or expenses.

27 Fire Hazards: Only food vendors may use flames as part of a cooking device used to heat or cook their food. Every food vendor is required to have a fire extinguisher in its booth at all times. Fire extinguishers may be inspected by the Kaysville City Fire Department at any time. Food vendors may not cook or have an open flame under a tent, unless the tent has a fire rating of CPAI-84.

Any coal, ashes, or other flammable items need to be placed in a metal container and be properly extinguished. Such items need to be removed from the grounds each night and are not to be disposed of in USUBC garbage cans or dumpsters on the grounds.

28 Use of Propane: Propane tanks and hoses may be inspected at any time by Kaysville City Fire Department. Propane tanks and hoses should be new, or in new condition. Tanks that are outdated or that have outdated regulators will not be permitted. Hoses that appear worn, weathered, cracked or otherwise unsafe will not be permitted. Any food vendor found using unsafe propane products will be ordered to cease operations until the unsafe items can be fixed or replaced by the Food Vendor and the Food Vendor will not be reimbursed for any expenses or lost revenue.

Vendor's Signature: _____

Dated: _____

Davis Heritage Festival Acceptance: _____

Dated: _____

For office use only

Total Paid: \$ _____ Receipt Number: _____ Date Received: _____

Generator approved: _____