

ARTISAN AGREEMENT FOR THE DAVIS HERITAGE FESTIVAL 2023

Undersigned Exhibitor (the “Exhibitor”) submits this application to Utah State University for authorization to use a space at the Utah State University Botanical Center (USUBC) during 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 Davis Heritage Festival are **August 3 – 5, 2023**.

- All products for sale must be created by a Davis County resident. Basic supplies purchased to create the final product will be allowed as long as 75% of the final product is crafted by the local artisan. (Davis Heritage Festival By-Laws, section VI, 6.1, A)
- First consideration will be given to artisans and crafters in Davis County.

Service Provider:		Contact Phone Number:	
Contact:		Contact Email:	
Address:		Goods Provided: Please include photos	

- 1. Rental Cost:** Exhibitors shall pay a lease fee of **\$100.00**. Booth pricing is for one 10’ x 10’ space. Cost covers rental for the duration of the Festival.

Booth rental does NOT include canopy, tables, chairs, or table coverings. NO draping for booth separation will be provided. Exhibitor must provide own items needed for booth display (ex: canopy, table, chairs, etc.). NO Internet access or electricity are available.

This permit will not be effective until payment is made in full and the completed application has been signed by the Exhibitor and approved and signed by the DHF Director. Rental costs may change until this application is signed by both parties and paid in full.

Neither USUBC nor the Davis Heritage Festival can give discounts to non-profit organizations or charities.

Booth/Space Dimensions: (see the diagram)
The allotted space is approximately **10’ x 10’**.

No use of exhibitor signage is allowed on the grounds, or anywhere outside of your booth. The Exhibitor will be charged a \$75 fee if unauthorized signage is found on grounds, this includes walkways. Unauthorized signs will be removed by the festival immediately.

- 2. Responsibility:** The Exhibitor herewith agrees to indemnify and hold Utah State University (USU), the Davis Heritage Festival 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 Exhibitor or its officers, officials, agents, or employees, volunteers or any person or persons under the supervision or control of the Exhibitor or its officers, officials, agents, employees or volunteers. USU, the DHF Committee and/or the 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, and cancellation of event, loss of occupancy or any other cause incurred by the Exhibitor.
- 3. Compliance:** The Exhibitor shall comply with all applicable state and local health and other laws, rules,

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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.

4. **Conditions/Rules:** The authorization for the use of the space is subject to the conditions, rules and regulations of USUBC and the DHF Committee.
5. **Assignment/Sublease:** The Exhibitor 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 DHF or USUBC. The Exhibitor shall not assign or sublet any part of this lease or space.
6. **Costs:** The Exhibitor agrees to pay for all costs of collection, default, breach or enforcement hereunder, including a reasonable attorney's fee.
7. **Exclusivity:** The Exhibitor is not guaranteed exclusivity. No exclusivity is implied, written, verbal or otherwise. No refunds will be issued based on lack of exclusivity.
8. **Sampling:** No food or drink samples of any kind may be given out by the Exhibitor.
9. **Acceptance:** This application is not considered accepted until the DHF Executive Committee has signed this application and the Exhibitor's fee/rental cost has been paid in full.
10. **Cancellation or Failure to Show:** If the Exhibitor cancels its application on or after June 1, 2023, it will not receive a refund of the rent it paid. **If the Exhibitor does not arrive and set up its booth by the opening of the DHF on Thursday it shall forfeit its reserved space and the rental fees paid for that space.** Furthermore, DHF retains the right to resell any unused space.
11. **Character of Exhibits:** All exhibits and articles or printed materials intended for display or distribution must be approved by the DHF Executive Committee in advance. The Exhibitor shall remove any displays and/or materials that may be deemed objectionable or unsuitable for all ages at the Exhibitor's sole cost and/or expense. The distribution of printed matter and other articles is restricted to the space occupied by the Exhibitor. Exhibits deemed unsuitable or objectionable will not be allowed. The Exhibitor, by signing this contract, authorizes the DHF 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 Exhibitor.
12. **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 Exhibitor without cost and/or expense to DHF. The Exhibitor must restore the booth to its original form before vacating it. The Exhibitor shall be liable for any damage caused by any alterations.
13. **Installation & Operation Hours of Exhibits:** Booths may be setup on the Thursday of the Festival, between 8:00 am and 10:00 am. The Exhibitor **must be open from 11:00 am - 8:00 p.m.** each day of the Festival. The Exhibitor may begin removing its materials after 8:00 pm on Saturday, and must have all of its materials removed by 10:00 p.m. on Saturday. The Exhibitor will not be given vehicle access to restock or replenish its supplies or products and should plan on carting supplies to their booth once the Festival has begun.
14. **Removal of Materials after the Festival:** No exhibits and materials may be removed during the operating hours of the DHF. All exhibits and articles must be removed by 10:00 pm the Saturday of the Festival. The Exhibitor will be charged a fee if all materials are not removed. The DHF nor the USUBC will not be open on Sunday. There will be no security present after Saturday.
15. **Losses:** USU, USUBC, nor DHF are not responsible for loss of exhibits or the Exhibitor's property or supplies before, during or after the Festival, and, therefore, the Exhibitor is responsible for insurance to cover any loss. The Exhibitor is urged not to leave valuable merchandise or items unattended at any time.
16. **Noise:** No loudspeaker, amplifier or other sound device can be used in the exhibit space without prior written approval of the DHF Executive Committee. Excessive noise from high speaker systems, stereos, televisions, organs, or any other sources is prohibited.
17. **Taxes:** The Exhibitor, if engaging in 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

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State Tax Commission to all exhibitors. All exhibitor information from this application may be submitted to the Utah State Tax Commission for their use in collecting taxes. Exhibitors may contact the Utah State Tax Commission with questions at 801-297-6303.

- 18. Parking:** All exhibitors must park in specified lots or other general festival parking areas throughout the duration of open festival hours. Vehicles are not permitted 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 specified lots may be towed at the owner's expense.** Vehicles must be removed from the exhibitor area no later than 10:00 am on Thursday, and will not be allowed back into the exhibitor area until the Festival has closed on Saturday night. The Exhibitor is not given permission to park vehicles, RV's or trailers overnight without the approval of the DHF Executive Committee. No vehicle larger than a normal, single parking stall is allowed in the parking lot.
- 19. Right to Move:** DHF reserves the right to move the Exhibitor from one location to another regardless of the Exhibitor's space request or previous assignments.
- 20. Electricity:** No electrical outlet will be provided.
- 21. Fire Hazards:** The Exhibitor may not have any open flames or cooking devices. 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 their booth at all times. Fire extinguishers may be inspected by the Farmington 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.

Festival Vendor's Signature: _____

Dated: _____

DHF Executive Committee Acceptance: _____

Dated: _____

<input type="checkbox"/>	Check here if you are interested in providing educational demonstrations during the Festival. Additional terms and conditions will apply. You will be contacted by a Festival committee member with further details of this opportunity.
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For Fair office use only

Total Paid: \$ _____

Receipt Number: _____

Date Received: _____