

## Commercial Exhibitor Permit Agreement for the 2023 Davis Heritage Festival

The undersigned Commercial Exhibitor (the “Exhibitor”) submits this application to Utah State University for authorization to use a space at the Utah State University Botanical Center during the Davis Heritage Festival 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. First consideration will be giving to exhibitors from Davis County.

Company Name:		Contact Phone Number:	
Contact:		Contact Email:	
Full Address:		Type of Business: (No re-sale business)	

**1. Rental Cost:** Exhibitors shall pay a lease fee of **\$300.00**. Booth pricing is for one 10’X10’ space (outside locations only).

**Booth rental does NOT include canopy, tables, chairs, or table coverings.** Exhibitor must provide own items needed for booth display (ex: table, chairs, etc.).

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 a Festival Chairperson. Rental costs may change until this application is signed by both parties and paid in full.

Neither Utah State University, USU Botanical Center, nor the Davis Heritage Festival can give discounts to non-profit organizations or charities.

***Space Dimensions:*** The allotted space for an outdoor booth space is approximately **10’X10’**.

**2. Responsibility:** The Exhibitor herewith agrees to indemnify and hold Utah State University, the Davis Heritage Festival Committee, and/or the USU Botanical Center, 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. Utah State University, the Davis Heritage Festival Committee, and/or USU Botanical Center 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.

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3. **Compliance:** The Exhibitor 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.
4. **Conditions/Rules:** The authorization for the use of the space is subject to the conditions, rules, and regulations of USU Botanical Center, as amended.
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 Festival or USU Botanical Center. 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. The Exhibitor, if it sells food products or services that are to be consumed at a later date, such as delivery services or food storage, may give small samples with the written permission from the Davis Heritage Festival chairperson and with any permits required by the Davis County Health Department. It is the responsibility of the Exhibitor to notify the Davis County Health Department, and acquire any necessary permits or licenses from the Davis County Health Department.
9. **Acceptance:** This application is not considered accepted until the Director of the USU Botanical Center 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 Festival on Thursday it shall forfeit its reserved space and the rental fees paid for that space.** Furthermore, USU Botanical Center 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 Davis Heritage Festival 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 Davis Heritage Festival 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 of changes to booths must have the prior written approval of the Davis Heritage Festival Chairperson. Any approved changes shall be made by the Exhibitor without cost and/or expense to USU Botanical Center. 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 set up on the Thursday of the Festival between 8:00 AM and 10:00 AM. The Exhibitor **must be open from 11:00 AM until 8:00 PM** during 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 PM 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.

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- 14. 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 10:00 PM the Saturday of the Festival. The Exhibitor will be charged a fee if all materials are not removed. There is limited outdoor lighting after sundown. The Festival and USU Botanical Center will not be open on Sunday. There will be no security present after Saturday.
- 15. Shipments:** All shipments to the Exhibitor should be delivered to its permanent place of business. USU Botanical Center/Davis Heritage Festival will not accept Exhibitor shipments. Neither Utah State University, USU Botanical Center, nor the Davis Heritage Festival is responsible for any lost or stolen shipments. The USU Botanical Center/Davis Heritage Festival staff will not accept or sign for any deliveries.
- 16. Losses:** USU Botanical Center is 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.
- 17. Noise:** No loudspeaker, amplifier, or other sound device can be used in the exhibit space without prior written approval of the Davis Heritage Festival Chairperson. Excessive noise from high speaker systems, stereos, televisions, organs, or any other sources is prohibited.
- 18. 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 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.
- 19. Parking:** All exhibitors must park in specified lots or other general Festival parking areas (excluding VIP lot.) throughout the duration of open Festival hours. Vehicles are not permitted in the Festival area, 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 exhibitor area until the Festival has closed on Saturday night. The Exhibitor is not given permission to park vehicles, RV's or trailers overnight. No vehicle larger than a normal, single parking stall is allowed in the general parking area.
- 20. Internet Access:** No public internet access will be made available. Vendors may secure their own hot spot if required.
- 21. Right to Move:** USU Botanical Center reserves the right to move the Exhibitor from one location to another regardless of the Exhibitor's space request or previous assignments.
- 22. Electricity:** No electrical outlet will be provided
- 23. Fire Lanes:** Designated areas surrounding the exhibit area are considered fire lanes. The Exhibitor may not park vehicles in these areas. Parking in a fire lane may result in a fine and/or having the vehicle towed at the owner's expense.
- 24. 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 Kaysville 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.

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Signed Commercial Exhibitor Permit Agreements are due on or before March 31, 2023. Approval will be emailed to the address provided on this application no later than April 15, 2023. All applicable fees are due within 10 days of application approval notification. Payment can be made via cash, check, or charge at the USU Botanical Center main office. Credit or debit card payments will be assessed a 3% processing fee.

USU Botanical Center  
Davis Heritage Festival  
80 E 725 S, Suite B  
Kaysville, UT 84037

Commercial Exhibitor's Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Festival Acceptance: \_\_\_\_\_

Dated: \_\_\_\_\_

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***For Festival office use only***

*Total Paid:* \$ \_\_\_\_\_      *Receipt Number:* \_\_\_\_\_      *Date Received:* \_\_\_\_\_