



Davis County Fair

151 South 1100 West, P.O. Box 618, Farmington, Utah 84025
(801) 451- 4080 Office, (801) 451- 4081 Fax
www.davisfair.com

Thank you for your interest in the Davis County Fair. The fair will be held August 13-16, 2008. The hours of the fair will be August 13, noon to 10 pm and August 14-16, 10:00 am to 10:00 pm. The vendor hall (indoor booths) will close at 9:00 pm each night.

The cost of the standard vendor booth will begin at \$365. The indoor commercial booths include curtain backdrops, half wall side curtains, 1 eight foot table and 2 folding chairs. The outdoor booths include a canopy with 3 walls, 1 eight foot table, and 2 folding chairs. Indoor and outdoor booths come with one standard 20 amp 110 volt outlet.

Please read through each item on the enclosed application prior to signing it and returning it to our office. **Applications need to be returned to Davis County with all the pages attached.** Applications that are sent to Davis County without the full fee or that do not contain all pages of the application will be sent back to the vendor and no location will be reserved until payment and documentation is received in full. Approved applicants will receive a copy with the Events Center director's signature of approval.

Because of limited booth space and high demand, we are changing the way food vendors apply and are selected. Food vendors will not be selected on a first come first serve basis and previous vendors are not guaranteed a vendor space.

Food vendors will be selected based on their application, menu and references. All food vendors that want to be considered need to return the following four items by March 15. Failure to return these four items may disqualify your application.

- Completed application.
- Full payment in the form of a check or money order made payable to Davis County.
- A menu of food items that you will sell at the Davis County Fair.
- References of places you have been a food vendor in the past.

The fair staff and fair committee will review all of this information and select the vendors that we feel will best benefit the fair. The selected vendors will be notified, their applications will be approved and their checks will be cashed. Vendors who are not selected will have their check returned to them after March 20.

Food vendors will only be allowed to sell Coke beverage products. Specialty drink vendors will be allowed to sell drinks such as smoothies, lemonade, slushy, etc. that do not have to be Coke products. Food vendors will not be allowed to have menu boards, trailers or any other product that advertises other beverage companies or products. Food vendors should also note that food booths 1F, 2F and 3F are already taken by the county concessions operations.

The contract between Coke and Davis County is up for renewal in the spring of 2008. If the County chooses to work with a supplier other than Coke (such as Pepsi) all of the food vendors will be required to use the new supplier, or to only use the new suppliers products and brands.

Sincerely,

Dave Hansen
Director
Davis County Fair

APPLICATION FOR EXHIBITOR/VENDOR PERMIT FOR THE 2008 DAVIS COUNTY FAIR

The undersigned Exhibitor submits this application to Davis County for authorization to use a space at the Davis County Events Center during the Davis County Fair 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.

1. Owner/Operator: _____ Business Name: _____
Address: _____
City/State/Zip: _____ Phone: _____ Cell: _____

2. **Space Request:** Booth #: 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____
See the attached map of vendor space.

3. **Special Needs:** Special Electrical. Additional \$50. See paragraph 28.
 Phone lines at \$20 per line. _____ Number of phone lines. See paragraph 25.
 Wireless Internet Access. Additional \$20. See paragraph 26.

Other Special Needs: _____

4. **Intended Use/Product:** _____

And no other use without prior written consent of the Fair Director

5. **Rental Cost:** The exhibitor shall pay rent in the amount of **\$365.00** due with this application (booth 1G shall rent for \$730). Phone lines, Internet access and special electrical needs come at an additional cost each. This permit will not be effective until payment is made in full and the completed application has been signed by Exhibitor and approved and signed by the Fair Director. Rental costs may change until this agreement is signed by both parties and paid in full.

6. **Responsibility:** Exhibitor herewith agrees to indemnify and hold Davis County, the Davis County Fair Board and/or the Davis County Events 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 Exhibitor or its officers, officials, agents, or employees, volunteers or any person or persons under the supervision or control of Exhibitor or its officers, officials, agents, employees or volunteers.

Davis County, the Davis County Fair Board and/or the Davis County Events 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, cancellation of event(s), loss of occupancy or any other cause incurred by the Exhibitor.

7. **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.

8. **Conditions/Rules:** The authorization for the use of the space is subject to the conditions, rules and regulations set forth here or as may be amended.

9. **Assignment/Sublease:** 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 Fair/Events Center. The Exhibitor shall not assign or sublet any part of this lease or space.

10. Costs: The Exhibitor agrees to pay for all costs of collection, default, breach or enforcement hereunder, including a reasonable attorney's fee.

11. Exclusivity: No vendor is guaranteed exclusivity. No exclusivity is implied, written, verbal or otherwise. No refunds will be issued based on lack of exclusivity.

12. Sampling: No food or drink samples of any kind may be given out by vendors. Vendors selling 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 Fair Director

13. Acceptance: This application is not considered accepted until the Fair Director has signed this application and the exhibitor fee/rental cost has been paid in full.

14. Cancellation: Vendors who cancel their application on or after July 1 will not receive a refund of their rent paid. Vendors who cancel before July 1 will receive a refund in the amount of one-half of the rent they have paid only after the County resells their assigned booth space.

15. Character of Exhibits: All exhibits and articles or printed materials intended for display or distribution must be approved by the Fair Director in advance. Exhibitors shall remove any displays and/or materials that may be deemed objectionable or unsuitable for all ages at the Exhibitor's costs. 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. Exhibitor, by signing the Space Contract authorizes the Fair Director 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.

16. Alterations: Any alterations or changes to booths must have the prior written approval of the Fair Director. Any approved changes shall be made by the Exhibitor without cost to the County. The Exhibitor must restore the booth to its original form before vacating it. Exhibitor shall be liable for any damage caused by any alterations.

17. Installation & Operation Hours of Exhibits: Booths may be set up on Tuesday, August 12, between 9:00 am and 6:00 pm. Exhibitors and food vendors must be open from 12:00 noon until 9:00 p.m. on Wednesday, August 13, and from 10:00 am until 9:00 pm on Thursday through Saturday, August 14-16. Vendors may begin removing their materials after 9:00 pm on Saturday August 16, and must have all of their materials removed by 11:00 pm on Saturday, August 16. Exhibitors will not be given vehicle access to restock or replenish their supplies or products and should plan on carting supplies to their booth once the fair has begun.

18. Removal of Materials after the Fair: No exhibits and materials may be removed during the operating hours of the fair. All exhibits and articles must be removed by Saturday, August 16 at 11:00 pm. The fair and the exhibit buildings will not be open on Sunday. There will be no security present after Saturday, August 16.

19. Shipments: All shipments to an exhibitor at the fairgrounds must either be prepaid for by the Exhibitor or be received by Exhibitor or their agent. The Events Center/Fair is not responsible for any lost or stolen shipments. Events Center staff will not be responsible to find vendors or deliver packages to the vendors booth.

20. Losses: The County is not responsible for loss of exhibits or exhibitors inventory or supplies before, during or after the fair and therefore the Exhibitor is responsible for insurance to cover any loss. Exhibitors are urged not to leave valuable merchandise or items unattended at any time.

21. Noise: No loudspeaker, amplified or other sound device can be used in the exhibit space without prior written approval of the Fair Director. Excessive noise from high speaker systems, stereos, televisions, organs, chain saws, or any other sources is prohibited.

22. Taxes: Exhibitors 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 vendors. All vendor information from this agreement may be submitted to the Utah State Tax Commission for their use in collecting taxes.

23. Parking: All vendors must unload and immediately move vehicles to a parking lot. No vehicles may drive on the grass or sidewalk, with the exception of food vendor trailers being delivered before the fair begins and removed after the completion of the fair. 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 fair has closed on Saturday night. There is no parking reserved for the Exhibitors/Vendors. No Exhibitors or Vendors are given permission to park vehicles, RV's or trailers overnight. No vehicle larger than a normal, single parking stall is allowed in the paved parking lot.

24. Parking Fees: Parking fees are collected from each vehicle entering the parking lots. Each vendor will be issued four (4) complimentary parking passes per vendor agreement. Each pass is valid for the duration of the fair. No additional passes will be made available.

25. Phone Lines: Phone lines may be available at some booths. Requests for phone lines need to be made in writing and submitted with this application. Vendors who receive a phone line will be limited to local and toll free calls. Phone lines cost an additional \$20 per line, per booth.

26. Internet Access: The County has high speed DSL wireless Internet access available. The cost for Internet access is \$20 per booth. Vendor must provide their own computer and software. It is recommended that the vendor arrange to test the access prior to signing this agreement. Exhibitors use the Internet at their own risk.

27. Right To Move: County reserves the right to move Exhibitor/Vendor from one location to another regardless of their space request or previous assignments.

28. Electricity: All booths have at least one standard electrical outlet with 20 amps and 110 volts. Each vendor/exhibitor will need to provide their own extension cord. A limited number of locations/booths have 220 volts available. Exhibitors/Vendors requesting 220 volts will be assessed an additional \$50. Other electrical needs may be accommodated, at a minimum additional cost of \$50 and with 2 weeks advance notice.

29. Fire Lanes: Paved surfaces surrounding the exhibit buildings and on the west side of the grass area are considered fire lanes. No Exhibitor may 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.

30. Fire Hazards: Exhibitors/Vendors may not have any open flames such as burning candles. 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.

31. Food Vendors: A menu of food/drinks served must accompany signed application. Davis County Fair will select food vendors based on menu. Vendors must comply to the menu provided and cannot change their menu unless they receive prior written permission from the Fair. Vendors not selected will receive a refund of the rental fee paid to the Events Center with this application.

Food vendors must provide their own sales trailer, display and fixtures. Trailers and displays must fit into the designated area and cannot interfere with other vendors designated areas, walkways, access points or traffic ways.

Those using a trailer or any display that is carted or towed into place will need to have their trailer delivered to the Events Center on Tuesday, August 12 before 1:00 pm. Trailers will be placed by the Events Center in the vendor's assigned location. If the vendor fails to have their trailer delivered by the specified date may be

reassigned to a different location. Vendor agrees to hold the County harmless if any trailers, equipment or displays are damaged in transportation or placement by the County.

Ice may be purchased from the Davis County Fair at the food court.

32. Use of Propane: Propane tanks and hoses may be inspected at any time by Farmington 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 Exhibitor/Vendor found using unsafe propane products will be ordered to cease operations until the unsafe items can be fixed or replaced by the Exhibitor/Vendor and the Exhibitor/Vendor will not be reimbursed for any expenses or lost revenue.

33. Food Handler's Permit: Food Vendors/exhibitors shall send a copy of a current Davis County Food Handler's Permit with the foregoing Exhibitor/Vendor Permit Application for each person who will be serving food at the Exhibitor/Vendor booth during the Davis County Fair. The Exhibitor shall display each Davis County Food Handler's Permit at the Exhibitor/Vendor booth during the Davis County Fair. Each food Vendor must obtain a temporary permit from the Davis County Health Department prior to the fair.

34. Booth Designation: (See Map) Food booths are numbered with an "F" or a "D". "F" booths are intended for those selling consumable food items that may comprise a meal. "D" booths are for snacks like ice cream, nuts, cotton candy, drinks (specialty drinks only). Food vendors may only request "F" booth spaces. Food vendors must supply their own trailer and/or tents and tables and tools. "E" booths are inside the exhibit hall. "G" booths are outside on the grass area along the walkway. Booths 201E, 203 E, 205E, 501E, 503E and 505E have a support column within the 10 x 10 area.

Exhibitor Signature: _____ **Dated:** _____

Fair Directors Signature: _____ **Dated:** _____

Total Paid: \$ _____ Receipt Number: _____