SPACE CONTRACT FOR 2027 GREAT SALT LAKE BIRD FESTIVAL

The undersigned Exhibitor (the "Exhibitor") submits this contract to Davis County for authorization to use a space at Western Sports Park (WSP) during the Great Salt Lake Bird Festival (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 Great Salt Lake Bird Festival Wings & Things Vendor Fair are **Friday, May 14 – Saturday, May 15, 2027.**

This contract must be returned by Thursday, April 15, 2027. Applicants will be reviewed by Davis County and if selected the applicant will be notified and the space contract will be approved and signed by the County.

Business Name:		Phone Number:	
Contact Name:		Contact Email:	
Street Address:		Goods or Services Provided:	
City/State:		Intent to Sell:	YES or NO
Zip:			

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1. **Rental:** Exhibitors shall pay a fee of **$125.00**. Pricing is for one 8' x 8' booth. Booths will be located inside unless previous arrangements have been confirmed for an outdoor booth. Larger spaces are negotiable. Non-profit exhibitors shall pay a fee of **$75.00** with 501(c)(3) status provided. Booth fee waived only in conjunction with corresponding festival sponsorship level of $850+ or with commitment to provide educational content approved and selected by Davis County.

   Booth rental includes one 8' table and 2 folding chairs if requested in advance of the Festival below. **Booth rental does NOT include table coverings.** Exhibitor must provide own items needed for booth display, including table coverings. Limited internet access and power access are available if requested in advance of the Festival below. Day of requests for tables, chairs, internet, and power access may not be granted.

   - Yes, I would like one 8' table and 2 folding chairs at my booth. (check here) _____
   - Yes, I would like wireless internet access from my booth. Please note that internet access is limited and is not guaranteed coverage. No hardlines. We encourage you to bring your own hotspot or reliable devices as needed. (check here) _____
   - Yes, I would like power access to my booth. Exhibitor must provide own extension cords as needed. The Festival will provide approved cord coverings. (check here) _____

   Tape may not be used on any surfaces at WSP, including walls, floors, pillars, tables, etc.

   Tents/canopies must include weights or sandbags to secure on concrete. Outdoor booths may not use any stakes in the grass area and will also require weights or sandbags to secure tents/canopies.

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

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2. **Responsibility:** The Exhibitor shall indemnify and hold harmless Davis County, the Great Salt Lake Bird Festival and/or Western Sports Park, and their respective officers, agents, officials and employees (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Exhibitor or the Exhibitor's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Exhibitor's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Exhibitor's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

3. **Compliance:** The Exhibitor shall comply with all applicable state and local health and other laws, rules, and regulations and obtain and comply with all required permits, including special events tax where applicable. Exhibitor will provide social security number or business tax identification information 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 Davis County, as amended.

5. **Assignment/Sublease:** The Exhibitor will be given an assigned space and is not authorized to sell or display their product or services in any other location at the Festival or WSP. 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. **Acceptance:** This application is not considered accepted until the Tourism Director has signed this application and the Exhibitor's fee/rental cost has been paid in full.

9. **Cancellation or Failure to Show:** If the Exhibitor cancels its application on or after April 1, 2027, 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 Friday it shall forfeit its reserved space and the rental fees paid for that space. Furthermore, Davis County and Great Salt Lake Bird Festival retain the right to resell any unused space.

10. **Character of Exhibits**: The Exhibitor shall remove any displays and/or materials that the County, in its sole discretion, deems 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 festival chair 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**.**

11. **Installation & Operation Hours of Exhibits:** Booths may be set up on Friday, May 14, 2027, between 12:00 pm and 2:00 pm. The Exhibitor **must be open** from **3:00 p.m. until 7:00 p.m on Friday, May 14,**

2027 and from 9:00 a.m. until 2:00 p.m. on Saturday, May 15, 2027. The Exhibitor may begin removing its materials after 2:00 pm on Saturday, and must have all of its materials removed by 4:00 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.

12. **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 4:00 pm Saturday, May 15, 2027. The Exhibitor will be charged a fee if all materials are not removed. The exhibit buildings will not be open on Sunday.

13. **Losses:** Davis County 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.

14. **Noise:** No loudspeaker, amplifier or other sound device can be used in the exhibit space without prior written approval of the festival chair. Excessive noise from high speaker systems, stereos, televisions, or any other sources is prohibited.

15. **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 exhibitors. Exhibitor information from this application will 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.

16. **Parking:** Parking is free. We ask that exhibitors park their vehicles in Lot F. The Exhibitor is not given permission to park vehicles, RV's or trailers overnight.

17. **Internet Access:** The Exhibitor must provide its own computer and software. The Exhibitor uses the Internet at its own risk.

18. **Right to Move:** Festival chair reserves the right to move the Exhibitor from one location to another regardless of the Exhibitor's space request or previous assignments.

19. **Electricity:** Booths may have one standard electrical outlet with 20 amps and 110 volts available with advanced request. The Exhibitor will need to provide its **own extension cord.**

20. **Fire Lanes**: Paved surfaces surrounding the exhibit buildings and on the west side of the grass 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.

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.

22. **Food Vendors:** Food vending exhibitors must supply their own trailer and tables, along with all necessary food handling equipment. The exhibitor shall display a copy of the current Davis County Food Handler's permit for each person who will be serving food at the booth/food truck during the Festival. Each exhibitor must obtain a 'Temporary Food Service Establishment Permit' from the Davis County Health Department

and provide the permit number prior to the Festival. All food vendor requirements can be found on the Davis County Health Department website.

Festival Vendor's Signature: _____
Dated: _____

County Acceptance: _____
Dated: _____

Return by April 15, 2027 by email to Susie Jones at susie@discoverdavis.com.
Please call 801.451.3272 with exhibitor questions.

For Festival office use only

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

Indoor booth: _____ Outdoor booth: _____

Power needs approved: _____ Internet needs approved: _____

Table: _____ Chairs: _____

Temporary Food Service Establishment Permit: _____

Utah State Tax Commission: _____