



Business or Organization person's name: \_\_\_\_\_

Sales Tax or S.S. #: \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email address: \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_ Mobile Phone Number: (\_\_\_\_) \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please include a brief description of items to be displayed or services to be rendered at your booth:

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Some events will require a door prize provided from your company. Please indicate what you intend to use as a merchandise or door prize donation:

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Please check each event you will be a part of:

- Duckie Drop(\$25)  Anniversary Party(\$75)  Cotton Days(\$50)  Life Expo(\$50) )  
 Spooktacular (\$25)  Holiday Craft Fair(\$50)  Ironman Festival (\$25)

Do you need electricity to your booth? Yes No (\$10)

## Check Off List For Events

### Non-Food Vendors

- \_\_\_\_\_ # of Booth Spaces
- \_\_\_\_\_ Booth Spaces Needing Power (\$10.00 each booth)= \$ \_\_\_\_\_
- Cash, Credit Cards or a **business** check is acceptable. **NO PERSONAL CHECKS ACCEPTED!** Please make checks payable to "Washington City"
- Signed Release Waiver
- This Business Vendor Application Form completed and signed.
- Copy of Business license
- A Tax number is required

### Food Vendors

- \_\_\_\_\_ # of Booth Spaces
- \_\_\_\_\_ Booth Spaces Needing Power (\$10.00 each booth)= \$ \_\_\_\_\_
- Cash, Credit Cards or a **business** check is acceptable. **NO PERSONAL CHECKS ACCEPTED!** Please make \_\_\_\_\_ checks payable to "Washington City"
- Signed Release Waiver
- This Business Vendor Application Form completed and signed.
- Copy of the Southwest Utah Public Health Permit attached
- Copy of the Food handlers Permit attached
- A Tax number is required
- Copy of Business license

# Washington City Year Round

## Vendor Application & Standards

We appreciate your desire to participate in these events. This is a great opportunity to showcase your product or service to the many people anticipated to attend these events.

**PLEASE NOTE:** These are General Guidelines for participating vendors, for more specific information please look at the description of your specific event:

**1. Booth Information:** Booth spaces are 10' X 10' in size. Set up will depend upon which event you are attending. Power is available for \$10 per booth but is limited. There is a two-booth space limit per business. The event committee reserves the right to limit the number of booths. Please register early.

**2. Booth Materials:** The Community Center **MAY** provide tables or chairs depending on which event you are participating. **You** are responsible for providing all of your own booth materials: decorations, price list, extension cords, signs, table, chairs, etc.

**3. Food Vendors:** Food Handlers Permits **REQUIRED FOR ALL FOOD VENDORS.** You are responsible for all materials including cooking equipment & supplies, floor coverings, grease catchers, extension cords, tables, chairs, eating utensils, serving utensils, napkins, plates, cups, trash receptacles, sunshades, decorations, price list, signs, etc.

**4. Compliance with Law:** All vendors agree to strictly observe all laws and ordinances of the State of Utah, Washington County Health Department, and The City of Washington, which in any respect relate to the business conducted by vendor, together with all rules and regulations. No smoking except in designated areas. Consumption or selling of alcoholic beverages is prohibited on City property. The City shall have the right to inspect at all reasonable times the premises occupied by vendor. Willful violation of or failure to comply with any of said laws or regulations shall be cause for cancellation of this agreement by the City.

**5.** A signed Release Waiver and Indemnification Agreement, and this Vendor Application Form **completely filled out** are due by the date associated with each event. Forms received after this date will be charged \$25. This form can be returned to the following address: Washington City Community Center, 350 North Community Center Dr. Washington, UT 84780. Receipt of these items is required for this application to be considered. (*Application does not guarantee participation.*)

**6.** Taxes, permits, certificates and any licenses required are the responsibility of the vendor. Vendors are allowed to sell products and are responsible for all taxes associated with such sales. Free samples of products may be provided. The City of Washington reserves the right to limit the number and type of vendors.

## RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

This Release, Waiver and Indemnification Agreement is hereby given by \_\_\_\_\_ (“Indemnitor”), on the one hand, in favor of The City of Washington, Utah, Event Committee; and all other employees, sponsors, businesses, donors, volunteers, organizers, and fund raisers.

### RECITALS

- A. WHEREAS, Indemnitor is a vendor at the \_\_\_\_\_; (hereinafter the \_\_\_\_\_ (Write name of event here) “EVENT”); to be held the \_\_\_\_\_ day of \_\_\_\_\_ 2011, at properties owned, managed, \_\_\_\_\_ controlled or administered by the City of Washington, Utah and Event organizing committee.
- B. WHEREAS, Indemnitor recognizes the potential for risk of harm to persons and property at the City of Washington; and
- C. WHEREAS, Indemnitor desires that Indemnitees not be at risk for activities of the vendors at the EVENT, including the activities of Indemnitor,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor covenants as follows:

### AGREEMENT

1. Indemnitor hereby releases Indemnitees and forever waives Indemnitor’s claims against Indemnitees for any and all claims, causes of action, damages, demands, penalties, and costs, including attorney fees that arise in relation to the EVENT.
2. Indemnitor acknowledges that this Release applies to all claims or causes of action which currently exist or which have existed, or which may arise or are discovered in the future in relation to Indemnitor’s activities at the EVENT.
3. Indemnitor intends this to be a complete and total release of all claims, whether known or unknown, fixed or contingent, or whether the facts hereafter prove to be other than or different than the facts known by Indemnitor or believed by Indemnitor, and this Release and Waiver shall be construed as broadly as the law allows to accomplish this stated intention.
4. Indemnitor represents and agrees that no legal action of any kind will be taken against Indemnitees by them in relation to the EVENT.
5. Indemnitor shall indemnify and hold Indemnitees harmless for any and all claims, demands, losses, costs, obligations, and liabilities Indemnitees may incur or suffer in direct or indirect relation to Indemnitor’s acts or omissions at the EVENT.
6. Indemnitor shall also indemnify and hold Indemnitees harmless from any and all claims, demands, losses, costs, obligations and liabilities that Indemnitees may incur or suffer as a result on Indemnitor’s breach of any agreement, covenant, or warranty in this Agreement. Indemnitor shall further indemnify and hold Indemnitees harmless from any and all liabilities, claims, and causes of action arising from operation of the EVENT. The indemnity obligations of this paragraph shall include indemnity for reasonable attorney fees and court costs incurred.

This Agreement shall be governed by the laws of the State of Utah and shall be binding upon Indemnitor’s heirs, successors, agents or assigns and shall be for the benefit of (i) Indemnitees, their employees, officers, agents, affiliates, agents and assigns and (ii) all Washington City employees, volunteers, businesses, donors, sponsors, organizers, and fund raisers.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**The following contains specific information on each individual event. All events offer a 10 x 10 booth space. Most events we only accept 1-2 vendors of a certain type of company. All events require that all vendors be available during the whole event. Please no early take down. Please refer to your specific event for set-up times, prices, and event descriptions.**

**Duckie Drop-\$25 per booth space- Limited to 8 Vendor Booths**

This fun family event brings in 1400 people of all ages to pluck a Rubber Duckie from our leisure pool. Booths need to be set up by 5pm on Monday; March 28<sup>th</sup>, 2011 Event is 6-9PM  
No food vendors will be allowed.  
(1) Table and (2) chairs will be provided  
No door prize required

**Holiday Craft fair-\$50 per booth space**

Our members are looking for fun and exciting presents to deliver their friends and loved ones, and we need your help to provide these types of gifts. This event will include two days of Christmas cheer to help kick off the season. Booths need to be set up by 12 PM on Friday, Nov.18-19, 2011. Event is Friday 3-9pm and Saturday 9AM-2PM.  
(1) Table and (2) chairs will be provided  
Door prize will be requ

**Anniversary Party-\$75 per booth space-Very limited booths available**

Our annual Cotton Days kick off, and Anniversary Celebration, brings in over 3000 people to this event. No food vendors will be allowed. Booths need to be set up by 5PM on Monday, May 9th, 2011. Event is from 6-9PM that evening.  
(1) Table and (2) chairs will be provided  
No door prize required

**Cotton Days "Fun at Veterans Park"-\$50 per booth space**

As soon as the parade ends the whole community congregates at Veteran's park for live music, dance performances, classic cars, and you, the vendor. This event brings in 3000+ people. Booths need to be set up by 8AM on Saturday, May 14th, 2011. Event is from 10AM-3PM. There is no Friday night setup.  
No table or chair is provided  
No door prize required

**Life Expo: A Health, Wellness, and Fitness Event-\$50 per booth space**

Our physical health, mental well-being, and financial fitness are critical aspects of our lives. Hundreds of people will be attending this two-day event asking themselves the question of what Life is all about. Does your business answer what you can do for someone else's LIFE? Then join us as we celebrate our health and get back on track! Booths need to be set up by 12 pm on Friday, Sept. 10th, 2011. Event is Friday 3-9pm and Saturday 9am-2pm.  
(1) Table and (2) chairs will be provided  
Door prize will be required

**Spooktacular-\$25 per booth space**

With over 2500 ghouls and goblins running around through out this fun filled Friday evening your business will easily become the hit of the town. Your vehicle/booth can be decorated and filled with fun prizes to give away to each of the kids.  
Booths need to be set up by 5PM on Friday, Oct. 28th, 2011. Event is from 6-9PM.  
No table or chair is provided  
No door prize required  
Candy or a prize needs to be available for at least 1500 kids\*\*\*\*