

**TERMS AND CONDITIONS FOR PARTICIPATION AS A VENDOR
AT THE UTAH CULTURAL CELEBRATION CENTER**

This agreement is between the Utah Cultural Celebration Center (UCCC) and the undersigned vendor. Food service operators will operate public food and beverage concessions under these contract guidelines.

Loss, Theft and Damage. THE UTAH CULTURAL CELEBRATION CENTER FOUNDATION AND WEST VALLEY CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS, THEFT OR DAMAGE OF ANY OF THE VENDOR'S ART, EQUIPMENT, MATERIALS, PERSONAL PROPERTY OR ANY OTHER ITEM THAT BELONGS TO THE VENDOR IN THE UCCC.

Prohibitions. The Vendor shall not permit the following by any of its attendees, patrons, participants or any other person associated with the Vendor located on the property at the time to: Knowingly or intentionally engage in any act that, to an ordinarily prudent person would be reasonably foreseeable to cause substantial or irreparable damage to the UCCC. Knowingly use or occupy, or knowingly permit the UCCC or any part thereof to be used or occupied, for any unlawful, disreputable, or ultra-hazardous use (including the prohibited or unauthorized use, storage, or disposal of any Hazardous Substance), or operate or conduct its business in the UCCC in any manner known to constitute or give rise to a nuisance of any kind. Allow the use of any UCCC equipment or facility or improper access to areas outside of the specified use area, or vandalism or other criminal activity. Allow any other action detrimental to the UCCC, the City or applicable facility. Vendor shall be liable for **all damages** associated with any provision under this section.

Licenses and Permits. Vendor is responsible to obtain all applicable state and local licenses and permits to participate in the event. Vendor shall not serve any food without first providing the UCCC with proof that all applicable state and local licenses and permits, including food handler permits, business licenses and other applicable licenses from the State health department and the City, have been obtained prior to the event.

Sales, Generally. The Vendor acknowledges that the City makes no warranty or guarantee of profits; of patronage; or of the operability of space made available to the Vendor. If the City has a beverage sponsor all vendors will be prohibited from selling any other beverage product other than approved specialty drinks.

Space Assignments. Assignments are based on factors including, but not limited to, space availability, vendor needs, type of food and potential duplication of food products. Vendors will be assigned a specific booth location. The Vendor agrees to occupy the space, as assigned, and remain open and staffed during event hours. The Vendor acknowledges it is prohibited to move to a new location at any time, unless (1) a request to move is submitted in writing to the UCCC, no sooner than five (5) business days in advance of the event, the first day beginning on the date the Vendor, or its agent, submits the request and (2) the request is approved by the UCCC. The Vendor further acknowledges that the City makes no guarantee that the space available to Vendor will be of the highest favorability for sales and/or marketing purposes. The Vendor acknowledges that it is prohibited to sublet or apportion the assigned space to any third party.

Special Requests Regarding Space Assignments. To the extent possible or reasonable, the UCCC may accommodate special requests regarding space assignments. All special requests regarding space assignments must be in writing and submitted within five (5) business days of the first day of the event.

Safety of UCCC. The Vendor acknowledges that the City makes no warranty as to the safety or fitness of the premises for Vendor's use, including, but not limited to, operability or adequacy of utilities, electric and otherwise, or hardware provided by the UCCC. Further, Vendor acknowledges that the City has limited security and shall not be responsible for any loss, theft or damage to the Vendor's property.

Status of the UCCC. The Vendor shall ensure that the condition of the UCCC remains in good repair and that upon termination of this event the UCCC shall be returned to the same condition as prior to occupation and use of the UCCC under this Agreement.

Insurance. The City may require a Vendor to provide a certificate of general liability and product liability insurance to UCCC as evidence of insurance in force. The certificate must name the following as additionally insured: **West Valley City, and Utah Cultural Celebration Center Foundation.** Limits of liability must be at least \$1,000,000.00. Vendor acknowledges it will not be permitted to set up or conduct business unless it has first provided this certificate to the UCCC. The insurance is at Vendor's own cost. If this certificate is not provided, the UCCC reserves the right to terminate the Vendor from the event. The Vendor shall have no claim for losses which may be sustained as a result of termination due to failure to produce the certificate of insurance.

Alcoholic Beverages. The Vendor will not have the right to sell, store or provide alcoholic beverages at the UCCC, nor shall Vendor allow the attendees, personnel or other persons on the premises to bring alcoholic beverages on the grounds or into the UCCC.

Compliance with Laws. The Vendor, including any and all guests, agents, employees, patrons, etc., shall comply with all State and federal laws, City ordinances, and UCCC policies and rules.

Waste and Clean Up. Wastewater and grease are the responsibility of the vendor. All garbage must be put into a closed bag and dropped in the provided dumpsters. Wooden pallets or boxes of any kind must be hauled away by the vendor and not left at the dumpsters. Vendor agrees to provide a minimum 30-gallon trash container for customer use at its location.

Indemnification. The Vendor shall indemnify, defend, and hold harmless the City, and their respective officers, agents, employees, contractors and volunteers from any and all liabilities, losses or damages and/or any and all claims, personal injury and otherwise, arising out of: (a) the activities or omissions of the Vendor, its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests and others, including assignees; (b) the City's performance under this Agreement. This indemnification requirement includes indemnification for claims for attorney's fees, court costs, and litigation expenses of all types and amounts.

Termination. The City may terminate Vendor's participation in the event for any reason, at any time, as it sees fit. The Vendor may terminate its participation in the event for any reason, at any time, as it sees fit. The Vendor acknowledges such termination may result in a forfeiture of any deposits or pre-payments submitted to the UCCC and may be liable for any costs associated with Vendor's decision to terminate participation.

Photography. The Vendor agrees that the City may photograph or otherwise record images or likeness of the Vendor's booth and/or food at the event.

Applicable Law. The terms and conditions set forth herein shall be interpreted and enforced according to the laws of the State of Utah.

This document is a contract between the food vendor, West Valley City, and the Utah Cultural Celebration Center Foundation. All vendors must abide by this contract. Failure to comply with the terms listed above will result in cancellation of your participation and forfeiture of your damage deposit and booth fee. By signing this document, Vendor acknowledges he/she has read the terms and conditions and agrees to be legally bound by the terms and conditions for the duration of the event.

Signature of Food Vendor

Date

Print Name

Utah Tax ID #