

## LAMB DAY – JULY 19 AND 20 2019 – VENDOR RULES AND REGULATIONS

Lamb Day Committee, (hereinafter FAIR) reserves spaces for the exhibition, sales and distribution of products, services, information and other items of business at Lamb Day Fair. Reservations are embodied in commercial vendor booth agreements (of which these Rules and Regulations are a part of) providing for the use and occupancy of certain small spaces of FAIR real property located on the Fountain Green City grounds and referred to as “spaces.” Any company, partnership, institution, or individual over 18 years of age, hereinafter referred as “VENDOR,” may apply for a space. These rules and regulations define the conduct of the VENDOR and how the spaces are used. The FAIR reserves the right to interpret, amend, revise, and delete these rules and regulations as it deems fit in its sole discretion in order to achieve the maximum benefit for the FAIR, its patrons and vendors. Should the action of any Vendor require the cancellation of the booth agreement during the time of the FAIR, the VENDOR shall immediately upon notification vacate the space and will forfeit any booth fees.

1. These conditions, rules and regulations are hereby make a part of VENDOR’S booth agreement and are incorporated therein by this reference. The VENDOR further agrees to be bound by the FAIR’S interpretations of the booth agreement and these conditions, rules and regulations in the event a dispute should arise concerning them. Non-conforming situations which exist at the time of a new rule may be allowed at the FAIR’S option but may be called into conformity in the future.

**2. Alcoholic beverages, firearms, weapons, fireworks, firecrackers, smoke or stink bombs, hunting knives, water guns, glow in the dark items, soda, water, food items, T-shirts, or sexually suggestive items of any kind are not allowed to be sold.**

3. A prominent sign, professional in appearance, identifying VENDOR can be posted at VENDOR’S sole expense within the confines of the booth space. Any signs placed outside of the booth space must be preapproved by FAIR.

4. VENDOR and VENDOR’S employees, agents and representatives will conduct themselves and their operations in a courteous and friendly manner. VENDOR and VENDOR’S employees must not wear or sell any item that in any manner depicts poor taste. Any actions found offensive or obnoxious by the FAIR and FAIR’s sole discretion will be immediately terminated upon notice.

5. VENDOR will indemnify and hold the FAIR harmless for any damage or loss to persons or property caused by the VENDOR, or VENDOR’s agents, employees or representatives.

6. The VENDOR agrees to pay for all costs of collection, default, breach or enforcement, hereunder, including a reasonable attorney’s fee and court costs.

7. No persons may enter FAIR property for the purpose of conducting business without first entering into a booth agreement with the FAIR. VENDOR must confine all transactions to the booth space and shall not display signs, posters, brochures, advertisements, or solicit prospective customers in any location on the grounds except within booth space, unless preapproved by FAIR.

8. THE FAIR DOES NOT PROVIDE POWER, TABLES, CHAIRS OR EXTENSION CORDS.

9. VENDOR shall indemnify and hold the FAIR harmless for any loss to VENDOR or VENDOR’S property, agent’s, employees or representatives caused by or arising in any manner from fire, wind, storm, explosion, theft, vandalism, loss of occupancy, intentions or negligent acts of third parties or any other cause whatsoever.

10. In the event VENDOR's space is changed, eliminated, condemned or rearranged, the FAIR may assign another space to VENDOR.

11. The booth agreement including these rules and regulations contains the entire understanding of the parties hereto.

**BOOTH CHARACTER AND MANAGEMENT:** The Lamb Day Committee must approve in advance: (1) The installation and content of any exhibit or booth and (2) the distribution or sale of any article, including printed matter, bumper stickers and novelties. Items are not allowed by the FAIR are: Knives or weapons of any sort, play or candy cigarettes, silly string (or spray), stink bombs, smoke bombs, fireworks, firecrackers, drinks, food items, T-shirts and cigarette lighters. Booths or articles not approved may be removed by the Lamb Day Committee without refund and the cost of removal will be borne by the VENDOR. The VENDOR must conduct his or her activities solely within their booth space. VENDOR must confine all transactions to VENDOR's booth space and shall not solicit prospective customers in any other location on the Fairgrounds except within.

**VENDOR'S BOOTH SPACE:** The VENDOR shall not, without prior written consent of the FAIR, assign or sublet any part of the booth space.

**VENDOR BOOTH CARE:** All booths must be maintained in clean and proper order at all time during the Lamb Day by the VENDOR. Garbage must be emptied and taken to the dumpsters every night before leaving.

**BOOTH DÉCOR:** Any alterations or changes to the booth in any way whatsoever shall have prior approval of the Vendor Manager. Any approved changes shall be done by the VENDOR at no cost to the FAIR.

**FAIR:** The VENDOR must restore the booth to its original form before vacating the booth. In no instance, will anything (signs, chairs, post, merchandise, personnel etc) extend outside or in front of the booth space.

**BOOTH SETUP:** All booth set-ups must be completed no later than 3:00 p.m. on July 20, 2018 and by 10:00 a.m. on July 21, 2018. A late fee of \$25 per day may be charged to any VENDOR whose exhibit is not in place and ready at the time the Fair officially opens each day. A \$25 fine may be charged to any VENDOR who removes items earlier than 5:00 p.m. the final night of the Fair, unless a written exception has been approved by the Fair Board contact.

**BOOTH HOURS:** All booths must stay open from 4:00 p.m. to 8:00 p.m. on July 19, 2019 and from 10:00 a.m. – 5:00 p.m. on July 20, 2019 unless a written exception has been approved by the Fair Board contact.

**WHAT THE FAIR PROVIDES:** 10 x 10 space (NO ROOM TO WALK AROUND THE SPACE), No vehicles will be permitted on fairgrounds during fair. NO POWER PROVIDED.

**WHAT THE VENDOR PROVIDES:** The VENDOR must provide all merchandise to be put in booth(s), all equipment, signage, canopies, tables and chairs, and personal to man the booth(s) during booth hours.

**REMOVAL OF GOODS DURING THE FAIR:** No vehicles are allowed in the Fairgrounds during booth hours.

**REMOVAL OF GOODS AFTER THE FAIR:** VENDOR must remove any items from VENDOR's booth before 10:00 p.m. on the closing day. No vehicles will be allowed on the grounds until it is deemed safe by the Fair Vendor Manager. VENDORS who leave items on the grounds after July 20, 2019 will be fined \$25.00 per day of any part thereof.

**TAXES AND LICENSING:** The Utah State Tax commission requires VENDORS who engage in direct sales at the FAIR to pay sales tax to the state. Taxes are not included in the booth cost and are to be paid by VENDOR to the Utah State Tax commission.

**LIABILITY:** Vendor will indemnify and hold the Fair harmless for loss of exhibits during the Fair. The FAIR will have security during the day. Even though security is provided during booth hours, VENDOR should not leave valuable merchandise unattended or in the booth overnight. The VENDOR is responsible for insurance to cover any loss and for damages to persons or property arising from VENDOR'S activities at the Fair. Certain exhibits also require liability insurance and at FAIR'S request VENDOR shall provide proof of insurance to FAIR in such amounts as are required by FAIR.

**INSPECTION:** The VENDOR, by executing this instrument, grants the FAIR, without poser of revocation, the right to inspect all exhibits, their officers, agents and employees, and all facilities or conveyances controlled by them when entering or leaving the fairgrounds.

**INDEPENDENT CONTRACTOR:** VENDOR states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from FAIR, and that this AGREEMENT is not exclusive or other agreements, contracts or opportunities. FAIR is interested only in the results to achieved, and the conduct and control of the work will lie solely with VENDOR. VENDOR is not to be considered an agent or employee of FAIR for any purpose, and the employees of VENDOR are not entitled to any of the benefits that FAIR provides for FAIRs employees. It is further understood that VENDOR is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with FAIR. Both parties agree that VENDOR shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance and workers' compensation. As such, VENDOR shall have no authorization, express or implied, to bind FAIR to any agreement, settlement, liability or understanding whatsoever, and agrees not to perform any acts as agent for FAIR.

**LAMB DAY COMMITTEE:** The Fountain Green Lamb Day Committee and its duly appointed members are authorized to enforce the terms of this booth agreement and VENDOR shall comply with all lawful and reasonable requests of the Fair Board or its members.

**INDEMINIFICATION:** VENDORS shall indemnify, defend and hold FAIR, the Fountain Green Lamb Day Committee and its members and Fountain Green City free and harmless from any and all damages, claims, and suits arising in any manner out of the VENDOR'S, it's agents, employees or representative's actions or omissions. VENDOR will hold harmless and indemnify FAIR from the loss or damage to VENDOR property by theft, fire, robbery, accident, or any other destructive cause, while on the Fairgrounds. Vendors are responsible for obtaining any insurance necessary for their own property loss or damage. VENDOR will hold FAIR harmless for claims made by VENDOR regarding product value, pricing or quality.

**REFUNDS:** The Fair is not responsible for loss of sales due to inclement weather, or excessive noise from the carnival, entertainment, or other attractions of the fairgrounds.

**CANCELLATIONS:** Cancellations received after the following dates will not be refunded. Cancellation requests for Commercial Vendors must be received in writing addressed to Ann Nielsen, P.O. Box 22, Fountain Green, UT, 84632, or you can e-mail her at [annnielsenmail@gmail.com](mailto:annnielsenmail@gmail.com) on or before July 6, 2019.

**PAYMENTS:** The commercial vending fee of \$75.00 is due in full with the commercial vendor application. If vendor fees are not paid in full when due on July 1, 2019, a late payment is accepted by the Fair. A \$10 late fee will be charged in addition to the remaining balance. Failure to pay all fees when due, may in Fair's sole discretion, result in cancellation of Vendor's application and the loss of Vendor's deposit.

**ASSIGNMENT OR SUBCONTRACTING:** Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the Fair.

**VENDOR PRODUCTS:** All products for which you apply may not be approved. Only the products listed on your Booth application and Agreement are authorized to be sold. Any changes or additions must be approved in writing by the Fair. The Fair's goal is to provide a diverse showcase of quality goods and services.

**REGULATION COMPLIANCE:** It is the responsibility of the vendor to produce and deliver products in accordance with any and all government regulations that apply to their industry.

**VENDOR SHALL OBEY ALL APPLICABLE LAWS, RULES, REGULATIONS AND ORDINANCES OF FOUNTAIN GREEN CITY, SANPETE COUNTY, THE STATE OF UTAH AND THE UNITED STATES OF AMERICA INCLUDING THE FIRE CODE.**

Lamb Day Craft Fair– July 19 & 20<sup>th</sup> 2019  
300 West Center Street – Fountain Green City Park

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**Vendor Application**

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

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**Space Rental Fee & Deadline**

Vendor Fee: \$75.00 for 2 days. **Please make check out to: Fountain Green Lamb Day**  
**Filling out this application does not secure your spot. No power, tables, chairs or canopy included!**

Number of Booths to rent? \_\_\_\_\_ Payment Amount? \_\_\_\_\_

Check / Cash / Credit Card / Online Payment (please circle one)

Former Vendor? \_\_\_\_ Yes \_\_\_\_ No If yes, when: \_\_\_\_\_

ITEMS TO BE SOLD (PLEASE BE SPECIFIC):

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I have read the Vendor Rules & Regulations, and I release the city of Fountain Green and its volunteers of any liability for lost or stolen property, damage or any injury.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

Ann Nielsen  
P.O. Box 22  
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Phone: (435) 610-6705  
[annnielsenmail@gmail.com](mailto:annnielsenmail@gmail.com)  
[www.LambDay.org](http://www.LambDay.org)