

# **Price City's International Days Festival 2024**

Washington Park ~ 450 North 200 East ~ Price, Utah 84501

July 25th - 27th, 2024

Please provide the following requested information and return this and the payment information pages to the Price City Utility Collections Office located in Price City Hall at 185 East Main Street, Price, Utah 84501. Please keep the remaining pages for your own information and reference. By completing and signing this application you agree to the terms, conditions, and requirements of this agreement listed on the attached pages and will comply with them for the duration of the event at the top of this Page.

First and Last name:		
Mailing Address:		
Booth or Business Name(s):		
Cell Number:		
☐ Check here to receive text me	essage reminders and notifications for the eve	ent <b>or</b> text "id24" to (435)636-3166
Email address:		
Please list any additional operators an	nd cell phone numbers below:	
Brief description of goods or services	that will be sold or provided during the event:	
Please select desired booth space op	tions (each booth space has one 120-volt, 15	-amp power connection included):
<ul> <li>10X10 foot booth space, \$175</li> <li>\$225.00 after July 18th, 2024</li> </ul>		Add. booth spaces, <b>+\$90.00 each</b> .
Please Indicate which s	15-amp power connection, <b>+\$30.00 each</b> . On space or spaces you would like to reserve:ons can only be guaranteed after all fees have	· · · · · · · · · · · · · · · · · · ·
<del>-</del> .	only available in select areas of the park and at (435)636-3180 for availability prior to compl	-
	20-amp connection, <b>+\$40.00 each</b> . Up to two whibitor must provide own #12 AWG minimum	•
·	onnection, <b>+\$50.00</b> . Only one allowed per ex a NEMA L6-30 plug and trip/cord protection i	•
·	onnection, <b>+\$70.00</b> . Only one allowed per extended to the control of the control	•
own #2 AWG minimum cord a	connection, <b>+\$150.00</b> . Only one allowed per and trip/cord protection. The cord will be directly all find Price City Employee or a Price City of the C	tly connected to and disconnected from
Total Fees Due: \$	ualified Price City Employee or a Price City s	elected contractor.
Exhibitor Printed Name	Exhibitor Signature	Date

# **Price City International Days Festival 2024 Payment information:**

Credit/Debit Card Payment Method	
☐ Visa	
☐ Mastercard	
Discover	
☐ American Express	
Name on Card:	-000
Card #	CCV code on back of card:
Expiration Date:/	
Cardholder Signature:	



# **Price City's International Days Festival 2024**

Washington Park ~ 450 North 200 East ~ Price, Utah 84501

July 25th - 27th, 2024

This agreement of rules and requirements is required for exhibitors to read, agree to, comply with, and complete and submit the accompanying application prior to participating in each and every Price City Event to do any of the following:

- 1. To sell, promote, or advertise the sale of goods and services.
- 2. To provide on-site goods and services at no cost.
- 3. To raise funds or collect donations for clubs, charities, etc.
- 4. To provide any type of entertainment not included in or associated with the organized event entertainment line-up.

Exhibitors may not begin setting up or participating in the event prior to submitting the application and paying any associated fees, otherwise the exhibitor will be prevented from further participation until corrections have been made and could face expulsion from the event.

# Price City and the Exhibitor hereby agree as follows:

- 1. The exhibitor leases a Price City defined and marked space located at the site of the event on Price City property. The terms of this lease will be for the scheduled period of the event. The exhibitor shall use the leased space for the purposes of conducting the nature of the business or operation listed on the application and shall not make any other use of the leased space without written consent from Price City.
- 2. The exhibitor agrees to pay any required space lease or rental fees and power connections prior to occupying any space on Price City Property and to beginning conducting any business or operations. Failure to pay these fees prior to occupying space or conducting business or operations is grounds to be asked to leave the premises or being escorted from the property by law enforcement.
- 3. Exhibitors shall not re-assign or sublet the leased or rented space without written permission from Price City.
- 4. This agreement supersedes and cancels any and all previous negotiations, arrangements, offers, agreements, or understandings, if any between the parties hereto. This agreement expresses and contains the entire agreement of the parties hereto and there are no express or implied representations, warranties, or agreements between them except as herein contained. This agreement may not be modified, amended, or supplemented except in writing signed by both parties. The conditions, rules, and regulations attached hereto are made a part hereof and the exhibitor further agrees to follow the same and to be bound by Price City's interpretation of said conditions, rules, and regulations in the event that a dispute should arise concerning them.
- 5. Price City will not be responsible for any loss by fire, theft, wind, storm, explosion, or any other cause whatsoever; to any property belonging to the exhibitor. Price City will not be responsible for damage to said exhibit areas. The exhibitor shall indemnify, protect, and save Price City harmless from any and all claims and demands for damages to property and injury or death of persons, including payments under Workers Compensation Laws of the State of Utah or under plan of employee disability and for any death benefits which may arise out of the operation, presence, or use of exhibitor's equipment on the leased or rented premises. The exhibitor hereby agrees to indemnify and hold Price City harmless against any and all claims, demands, cause of action, damages, costs or liabilities, in law or in equity, of every kind or nature whatsoever directly or proximately resulting from the operations and activities of the vendor or exhibitor while on the premises.
- 6. In the event that the exhibitor's assigned leased or rented space is changed, eliminated, or rearranged, Price City may reassign another space to the vendor or exhibitor.

- 7. Twenty-four (24) hour security shall not be provided; therefore, exhibitors shall be solely responsible for all equipment, displays, goods.
- 8. At any time, an exhibitor is found to be in violation of any part of the entire agreement, they shall be asked to make the necessary corrections, asked to leave the event for its remainder, or escorted from the event premises by law enforcement. The vendor or exhibitor may also be excluded from being allowed to participate in other Price City Events depending on the severity or frequency of violations.

Price City Events have always been regarded as safe and entertaining but as with any event there are potential hazards. Common sense and safety should always be first and foremost in the minds of exhibitors, event personnel, and entertainers. To assist with event safety precautions, the following requirements shall be enforced. Price City and the Event Organization Committee reserves the right to decline the leasing or rental of booth space to an exhibitor and to have any exhibitor or attendees removed from the event for failure to meet these requirements and standards including cleanliness, appropriateness, and those who engage in activities contrary to these requirements.

# **Exhibitor Fire Prevention Requirements**

- 1. All Exhibitors spaces are subject to inspection by Fire Officials and Law Enforcement Officers.
- 2. All types of fireworks including "pop-its", "snakes", confetti poppers, and caps for cap guns or similar toys are strictly prohibited from being stored, sold, used, or ignited within the event site and surrounding area and streets.
- 3. All tents, canopies, tarps, gazebos, and other coverings shall be marked by the manufacturer as being constructed of flame-resistant or flame-retardant material.
- 4. All designated areas for event personnel or emergency access shall remain clear of exhibitor stock, debris, equipment, furnishings, displays, etc. to allow for adequate ability of event and emergency personnel to access areas within the event and to limit a fire's ability to spread.
- 5. Each exhibitor using a heat source regardless of type (including candles, flameless wax melting devices, and incense), shall have a portable fire extinguisher with a minimum rating of 3-A, 40BC (5lb) for a dry chemical extinguisher. Those exhibitors who will be cooking with hot oil over 1/4-inch deep shall have a type "K" portable extinguisher. Any exhibitor found not to have the appropriate extinguishers shall not be allowed to use their heat source or cooking appliances.
- 6. Personal open element electric and LP (propane) heaters are strictly prohibited. Any personal electric heater must have a closed or protected element that cannot contact any flammable material. Personal heaters are restricted to 120 Volts, 750 Watts (6.25 Amps) or less and shall have an automatic tip-over shut off feature and be operated in a manner where they do not present fire or other hazards.
- 7. Electrical extension cords and adapters shall be in good working condition, free of defects, appropriately labeled, listed for their use, not be loaded beyond their capacity, and shall be placed or protected so as not to create a trip or fire hazard.
- 8. Permanent electrical and event temporary electrical distribution equipment including electrical cords, distribution boxes, receptacles, and circuit breaker panels shall not be covered, blocked, or impinged upon in any manner by any exhibitor equipment, material, stock, appliances, booth furnishings, displays, etc. and the exhibitor shall make all event electrical equipment accessible at all times to event personnel and emergency services for the duration of the event set up, operation, and clean up.
- 9. Exhibitors using LP gas (propane) must adhere to the equipment manufacturer's instructions when attaching or removing a LP tank or cylinder to or from the equipment. All LP gas appliances, connectors, and hose lines shall be in good working condition and free of any damage or defects. All LP gas tanks or cylinders must have all currently required and appropriately rated safety features.
- 10. Cooking appliances must be located so as not to present a fire hazard to any tents, canopies, gazebos, other coverings, other vendors or exhibitors, event staff, or event attendees.

- 11. Burning Candles and incense of any type must be done within a container or on a surface that is designed to contain the flame, ashes, hot wax, and other byproducts. Flameless wax melting devices should be used only according to the manufacturer's instructions. These items must be always attended when burning or operating by a competent person and must be located so as not to present a hazard. Flameless wax melting devices, candles, and incense must be turned off or extinguished thoroughly and cool to the touch prior to being left unattended and shall not be left to burn or heat after operations have ceased for the day or event. Wax and ashes must be disposed of properly only after the wax has cooled and solidified and the ashes have been doused with copious amounts of water to ensure they cannot re-ignite or cause other combustible material to ignite.
- 12. Chafing fuels such as diethylene glycol, ethanol, methanol, and similar substances commonly referred to as "Sterno" or gel fuel must only be used according to manufacturer's instructions. Any unused containers must have the lids or caps remain tightly closed until it is needed. Any unopened containers must be stored away from any heat or fire sources and shall not present a hazard. All burning chafing fuel must be always attended by a competent person and located so as not to present a hazard. Chafing fuel shall not be left to burn after operations have ceased for the day or event. Used fuel containers must be thoroughly extinguished and disposed of according to manufacturer's instructions at a proper facility and shall not be disposed of at the event site or in public trash receptacles.
- 13. Explosive, combustible, or flammable fuels, such as gasoline, diesel fuel, kerosene, lighter fluids, white gas, Coleman fuel, petroleum naphtha, hydrogen, acetylene, butane, or other liquid or gaseous fuels not listed in this agreement shall not be used, stored, or sold within the event area.

The following Items and services are prohibited from being sold, given away or performed at the event: (If an exhibitor is unsure if an item or service violates this requirement, they may ask event personnel for clarification.)

- 1. Alcoholic beverages including collector, home-made, and non-alcoholic versions.
- 2. Tobacco products or merchandise including tobacco alternatives, smokeless tobacco, vape products, or electronic cigarettes.
- 3. Items, merchandise, or other materials designed to encourage or solicit the use and or consumption of illegal drugs or other harmful substances.
- 4. Weapons, ammunition, or propellants including: firearms, bows, crossbows, BB and pellet guns, gel bead blasters, paintball guns, airsoft pellet guns, slingshots, blowguns, martial arts weapons, swords, knives, axes, any other bladed weapons, maces, pikes, spears, chain weapons, whips, knuckle dusters or brass knuckles, etc. Culinary knives and sets are excluded.
- 5. Pepper spray or any other type of chemical deterrent.
- 6. Tasers, prod sticks, stun guns, stunners, gag shockers, or any other device intended to deliver an electrical shock.
- 7. Nuisance type merchandise such as cap guns, water guns, water weenies, potato guns, foam dart or ball guns, silly string, disappearing ink, stink bombs and packets, smoke bombs, sirens, air or gas horns, etc.
- 8. Body piercing or tattoos. Painting of the face or arms with washable paint is excluded.
- 9. Sexually oriented services, items, materials, toys, clothing, and pornography are strictly prohibited to be sold, carried, or displayed.
- 10. Any other items, merchandise, or services which conflict with any Price City Ordinances, State or Federal Law, or the nature of the event.

# **Leased and Rented Spaces Requirements and Regulations**

- 1. All space reservations are on a first come first serve basis.
- 2. Exhibitors must check-in during the designated time and have paid the total fees owed prior to occupying any space at the event.
- 3. All supplies and furnishings must be provided by the exhibitor.

- 4. Exhibitors must keep and maintain all merchandise, stock, equipment, appliances, vehicles, securing lines, stakes, weights, etc. within the designated space that they have leased or rented. Space boundaries are marked and numbered on the ground to assist. Exhibitors may not extend out of their leased or rented space into the utility aisles, walking aisles, or EMS access and crowd egress aisles. Exhibitor owned or operated property including, appliances, merchandise, stock, personal items, tie-downs, and stakes, chairs, tables, etc. may not be within the utility aisles at any time. Exhibitors may not use the utility aisles to connect two or more booth spaces or to expand outside of their leased booth space. Exhibitors may not block or prevent festival personnel or emergency services from readily accessing and using the utility aisles. Additional booth space, if available, may be leased or rented from the Event Committee if more room is needed.
- 5. Exhibitors are responsible for notifying festival staff if their booth will be based out of a vehicle or trailer at the time of submitting the application and to select a booth location where the exhibitor can safely set up the vehicle or trailer and remove it from the park without disturbing adjacent exhibitors. The total length of the vehicle, trailer, or other structures that will be used must fit entirely within the leased designated spaces and may not cross into other exhibitor's booth spaces, utility aisles, or walkways.
- 6. All canopies, tarps, shelters, etc. must be anchored to the ground and secured at each leg and corner with a minimum of a 10-pound weight and be able to withstand moderate to severe weather conditions. Exhibitors are required to use their own stakes, weights, etc. for anchoring and may not attach to another exhibitor's property, park trees, sprinklers, utility poles, or temporary electricity distribution equipment and cannot create tripping hazards.
- 7. Securing stakes must be of sufficient size and strength to secure the Exhibitor's canopies, tarps, shelter, etc. but may not be driven more than 10 inches into the ground. Underground Water, Electric, and Gas utilities are present within the event site. To help ensure the enjoyment and safety of the event attendees, exhibitors, performers, and personnel, any exhibitor intending to drive stakes more than 10 inches into the ground are required to notify Price City prior to the event to have the underground utilities marked to prevent accidental damage. Exhibitors intending on driving larger stakes may not drive any within 2 (two) feet of the underground utility location markings for the length of the marking(s).

# **Exhibitor Conduct and Requirements**

#### 1. Service Animals and Pets

- a. Exhibitors that require the aid of service animals are welcome to bring them for their intended purposes while at the event. Price City kindly requests that exhibitors and attendees please leave non-service animals at home.
- b. Exhibitors and attendees shall clean up and dispose of their service animal or pet's waste quickly and appropriately so that it will not be spread throughout the event.

#### 2. Parking, Unloading, and Loading

- a. The main parking lot of the event is for handicap, emergency services, law enforcement, and event operation and maintenance vehicle parking.
- b. Exhibitors may temporarily park in the parking lot for expeditious unloading and loading of exhibitor's equipment, merchandise, stock, appliances, displays, etc.
- c. Exhibitors shall only drive in to and out of the event site at designated locations and may not enter by curb-hopping or using ADA ramps. Exhibitors found driving vehicles in and out of the event site at locations other than the designated points shall be told to cease doing so and may be required to leave the event
- d. Exhibitors that choose to drive a vehicle in and out of the event site shall be held responsible for any damage that they cause to the site's sprinkling system, vegetation, permanent fixtures, event power distribution equipment, and other exhibitor's property.
- e. Exhibitors must move all their vehicles and trailers out of the parking lot and away from the street parking around the event to nearby parking lots that will be designated at the time of check-in. Exhibitors found to

have not moved their vehicles to the designated parking areas after they have begun operations may be ticketed or have their vehicle towed at their expense.

# 3. Waste and garbage

- a. Exhibitors shall ensure that any waste and garbage they generate is disposed of appropriately and regularly so that it does not accumulate and create hazards.
- b. Any hazardous, volatile, flammable, or otherwise dangerous waste generated by the exhibitor shall not be disposed of in the public trash at the event but shall be removed by the exhibitor and disposed of at a proper facility.

#### 4. Electricity, Connections, and Generators

- a. Certain electrical connections greater than the standard 120-volt 15-amp including dedicated 120-volt 20-amp circuits are available in select locations within the event site and must be secured by the exhibitor by calling Price City for the availability and cost of the connections prior to submitting their application.
- b. Exhibitors must limit electric usage to only what is necessary to conduct business during the event and be respectful of other exhibitors' electricity needs.
- c. Each exhibitor is required to bring their own extension cords and adapters and to ensure that equipment used is in proper working condition, is listed and rated for its use, and does not pose fire, shock, or electrocution hazards.
- d. Equipment that causes any of the event location's Ground Fault Circuit Interrupters (GFCI) or Overcurrent protection devices to interrupt electrical current to the equipment must be repaired or cannot be used during the event.
- e. Electrical connections, extension cords, splitters, power strips, etc. shared between exhibitor's are strictly forbidden. Each exhibitor must be connected to the event electrical distribution equipment.
- f. Exhibitors are to immediately notify event personnel of any electrical problems or damage that occurs such as tripped circuit breakers and GFCI receptacles, loss of power, damaged cords and receptacles, and broken boxes.
- g. Liquid or gaseous fuel (gasoline, diesel fuel, kerosene, propane, etc.) generators and inverters are strictly prohibited for use at any time during the event.

# 5. Emergencies Disputes, Disagreements, and Crimes

- a. In the case of serious emergencies or life-threatening medical emergencies please call 911 first and follow the operator's instructions. If possible, have another person notify event personnel or patrolling law enforcement officers of the emergency so that qualified personnel may assist while waiting for additional emergency services and resources to arrive.
- b. For minor, non-life-threatening emergencies, please notify event personnel or patrolling law enforcement officers to have the emergency taken care of or to be directed to a first aid treatment location.
- c. Exhibitors are to immediately notify event personnel or patrolling law enforcement officers of any disputes, disagreements, or crimes so they may be attended to or resolved in the appropriate manners.
- d. Event personnel will help resolve disputes and disagreements between exhibitors concerning locations, electricity, water, goods, and items sold, etc. but may choose to involve law enforcement if necessary.

# 6. Event Closing

- a. The temporary electricity distribution equipment will begin being removed by event personnel from the event site at 10 PM on the last night of the event.
- b. Exhibitors may stay later and continue using electricity if they use their own extension cords to plug into the permanent fixed receptacles located around the event site.
- c. Exhibitors are required to have all stock, appliances, equipment, canopies, tarps, display, vehicles, and personal waste removed from the event site by 10 AM the morning after the last day so personnel may begin caring for the site again.

#### **Exhibitor Sales Tax Requirements**

Any exhibitor selling goods, items, or services, during this event will be required to have a permanent or temporary Utah State Tax Commission Sales Tax License to remit collected sales tax to the Tax Commission for the sales made. To learn about why exhibitors need to have and to obtain a temporary license, please search in a web browser for <a href="Utah State">Utah State</a> <a href="Special Event Sales Tax">Special Event Sales Tax</a> or go to <a href="https://tax.utah.gov/sales/specialevents">https://tax.utah.gov/sales/specialevents</a>.

### Food and Drink Exhibitor requirements

- 1. All food and drink exhibitors are subject to inspection by the Southeastern Utah Health Department.
- 2. Exhibitors preparing and selling food and drink must have Food Handler Permits for any person involved in the preparation or serving of the food and drink. Exhibitors may also be required to obtain temporary restaurant permits. Food handler permits and temporary restaurant information is available by contacting the South Eastern Utah Health Department Office at (435)637-3671. Further information and forms can be found on the Health Department's Website <a href="https://www.seuhealth.com">www.seuhealth.com</a> in the Food Services section.
- 3. Waste-water is not permitted to be dumped anywhere within the event site, pavilion, parking lot, and streets around the site, and must be collected in appropriate containers and removed by the exhibitor for disposal at an appropriate facility.
- 4. Fresh water is provided at no cost for exhibitors preparing and selling food and drinks. The water can be obtained at one of two hydrants next to utility poles in the northern section of the event site.
- 5. Exhibitors are responsible for bringing their own fresh water containers to transport the water from the hydrant to their booth spaces.
- No one exhibitor is entitled to water more than any others and must not prevent other exhibitors from accessing the spigots.
- 7. Any exhibitor that intends to attach a hose to a spigot for the entirety of the operational hours of the event must receive permission from the event personnel and maintain the placement of the hose to prevent tripping, slips, and obstruction in open walkways.
- 8. Leaks must be prevented and appropriate repairs made immediately to prevent waste water contamination of the park and the waste of fresh water.