

Event Terms & Conditions

As a **HOMESTEAD CHRISTMAS MARKET** vendor, you agree:

- Not to use any sound system, musical instruments, noise makers, loud speakers or sound amplification or broadcasting devices.
- Not to include weapons, alcohol or illegal drugs or paraphernalia for use, display or sale at or near your vendor booth.
- Not to use your vending space to promote, solicit or raise funds for any political, educational, religious, charitable or corporation or association unless authorized.
- No vendor space shall be sublet. **No Exceptions!**
- **BOOTH FEES** – Booth fees from accepted artists/crafters/food vendors are due and ***payable in full no later than November 3, 2017.*** Booth fees not paid by that date will either 1) incur a late fee of \$25 or 2) forfeit the booth space at the discretion of the Homestead Christmas Market Planning Committee. ***Absolutely no booth fee refunds will be made for any reason after November 17, 2017.***
- **LIABILITY** – Vendor agrees to hold harmless the Frontier Homestead State Park Museum (FHSPM), THE Frontier Homestead Museum Foundation (FHMF), its principals, agents, officers, volunteers and employees from all claims, losses, costs, damages or expense resulting or arising from any and all injuries to any person or property caused by an act, omission or neglect of Vendor's agents, employees, invitees, contractors, or guest while at the event. We operate under Utah law; any/all claims will be subject to Utah law and bound by arbitration.
- Vendor agrees to use and occupy the vending space at own risk, and releases FHSPM/FHMF from all claims of any damage, loss or injury to persons or property to the full extent permitted by law which may occur including, but not limited to damages, resulting from the acts of other vendors, theft, vandalism, fire and other damage arising from any defects at the premises. Vendors wishing to insure their goods must do so at their own expense.
- FHSPM/FHMF are not liable for any claims for theft, damage, or injury to vendors or in conjunction with their goods or services. Your signature on the application is your signed waiver of responsibility.
- **SPACE ASSIGNMENTS** – Booth space is assigned by the FHSPM/FHMF Committee who reserves the right to make any changes or adjustments to vendor space for whatever reason at any time. Vendors are not guaranteed a specific space. You cannot use benches or tables found at the location without prior consent of FHSPM staff. In the event that you requested and are assigned a booth with access to power, you will supply your own extension cord(s).
- **INSTALLATION OF EXHIBITS** – Vendor may arrive at the site Friday, December 8, 2017 at 7:00 AM and begin set-up.
- **Parking.** Parking for artists/crafters/food vendors will be in the dirt lot adjacent to the paved parking lot. Exhibitors/vendors may park anywhere on the grounds to facilitate

unloading/set-up, but are asked to please move their vehicle to the dirt lot as soon as possible to make room for other arriving artists/crafters food vendors.

- **HOURS OF OPERATION** – The event will be open 11 AM – 8 PM on Friday and 10 AM – 4 PM on Saturday. Any vendor who closes/tears down prior to 4 PM Saturday may not be allowed to participate in future events sponsored by FHSPM/FHMF.
- **DISMANTLING OF VENDOR SPACE** – Vendor’s entire exhibit and property must be removed from the premises by 6:00 pm Saturday, December 9, 2017. Vendor agrees to return vendor space to its original condition, meaning any and all garbage, boxes etc., that you used, must be deposited in garbage containers or taken with you. Vendor agrees to reimburse any extra expense incurred in cleaning or repairing any damage caused to the vending site by vendor.
- **VENDING SPACE** – Vendor will not exceed booth dimensions without prior consent. Vendor may not exhibit any material deemed offensive or objectionable, in the reasonable opinion of FHSPM/FHMF, or to the adjacent or surrounding Vendors or to the festival as a whole. Vendor shall maintain a responsible individual(s) in the Vending Space during festival hours and assume responsibility for the conduct of employee, agents, visitors or guest in or about your space. Familiarize them with all rules.
- **TAXES** – Utah State sales tax forms will be distributed to you at check-in. Failure to report sales tax is punishable by law.
- **COMPLIANCE WITH THE LAW** – Vendor agents, employees, or assigns shall comply with all rules regulations and requirements of the Fire, Police and Health Departments or any entity having jurisdiction over the premises. You may be required to cease operation and vacate if you or your employees should be found to be in violation of any such lawful requirements.
- **REMOVAL of EXHIBITS** – FHSPM/FHMF shall have the right, but no obligation, to remove any exhibit, booth, employee or agent of vendor or any banner, advertising matter or other property thereof for whatever reason, at any time and require that said shall immediately reimburse FHSPM/FHMF for any cost of expense incurred in removal. Reasons for removal can mean a Vendor has entered under false pretenses or misrepresented themselves or is not in keeping with the character of the festival. If an exhibit is prohibited under these terms or because of any violation of stated rules, Vendor shall NOT be entitled to a refund of any monies or potential losses.
- **SAFETY RULES** – Vendors shall take all necessary precautions for the safety of their personnel, patrons and surrounding Vendors and shall comply with applicable provisions of federal, state and municipal safety laws, building codes and ordinances to prevent accidents or injury to individuals and or surrounding property.