

OGDEN FRIENDS OF ACOUSTIC MUSIC (OFOAM), Ogden Music Festival
Vendor Agreement



Contracted By: OFOAM <http://www.OFOAM.org>

Event: Ogden Music Festival (OMF)
Event Dates: June 1, 2, & 3, 2012
Event Location: Fort Buenaventura, 2450 "A" Avenue, Ogden, Utah
Contact Person: Kara Twitchell, Vendor Coordinator
Address: 1514 23rd Street
Ogden, Utah 84401
Phone/email: 801 393-3420 utahbanjo@comcast.net

THIS AGREEMENT, made on or before June 1, 2012, by and between Ogden Friends of Acoustic Music (OFOAM), hereinafter called OFOAM and,
_____ herein after called VENDOR.

GENERAL INFORMATION:

1. Corporate sponsors are eligible to receive one free booth (see sponsor packet link at our website).
2. NON FOOD VENDOR shall pay a non-refundable vendor fee of \$75.00 on or before Friday May 11, 2012 to execute this agreement and hold the specified space for the following space or service:
3. FOOD VENDOR must sign an agreement with Kim Perry, Weber County Food and Beverage (801) 399-8257, email kperry@co.weber.ut.us. The agreement will outline the requirements and rules. Weber County will notify OFOAM the name of approved food vendors. Weber County's basic requirements are:
 - Remit 15% of gross sales (not including sales tax) to Weber County Parks.
 - Provide proof of product liability insurance naming Weber County additionally insured \$1,000,000 value.
 - Provide proof of a valid Weber County issued temporary food establishment permit.
 - Provide proof of valid Ogden City issued business license.
 - There are additional requirements for beer vendors.
4. VENDOR space will be 10' x 10'. No structure or covering will be provided. OFOAM suggests each VENDOR use a white easy up type of structure. Booth area will be the responsibility of the exhibitor. Blue tarps will not be allowed.
5. VENDOR will be responsible for setting up, taking down, and attending to their own booth(s).
6. VENDOR booth set-up time will begin Friday, June 1, 2012: 10:00 a.m. to 4:00 p.m.
7. VENDOR booth tear-down will begin at 7:00 p.m. Sunday, June 3, 2012 (or after the last Performance of the day - NOT before).
8. FOOD AND NON FOOD VENDOR will be given two festival passes per booth. Contact Kara Twitchell regarding additional passes.
9. NOTE: ELECTRICITY IS LIMITED: Vendor must state if electricity is needed in their agreement application. OFOAM shall notify VENDOR if electricity request is approved prior to confirmation of agreement.
10. Security will not be provided for vendor booths.

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11. VENDOR hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the VENDOR or arising out of VENDOR's performance of this agreement. VENDOR hereby agrees to indemnify, defend and save harmless OFOAM, its officers, agents and volunteers, from and against any and all liability for bodily injury (including death), damage to property, personal injury, claims, losses, damages, costs and expenses (including reasonable attorneys fees), and lawsuits from, or alleged to arise from, activities which are subject of this agreement. Including, but not limited to, theft, damage, loss of product or display facilities, personal injury, strike, or Acts of God.
12. Weather is usually great this time of year. However, be prepared as sun, rain, snow and wind could happen! This event is RAIN or SHINE. OFOAM will not make refunds due to bad weather. Please ensure your booth is secure in case of wind, rain, etc.
13. VENDOR shall comply with all required sales permits, licenses and sales tax requirement for the city, county, and the state.
14. VENDOR space is limited and vendor selection is based on quality, value, professionalism and product(s) in line with lifestyle of our devoted festival fans. Filling out the attached application does not guarantee a space.
15. To assist OFOAM, VENDOR shall include photos or a basic description and background information about VENDOR(s) product or service.
16. Products that compete with festival performers' products are unauthorized. Unofficial Ogden Music Festival merchandise is not allowed. No exceptions.
17. VENDOR acknowledges that VENDOR has received a copy of the rules and regulations governing use of OFOAM, Ogden Music Festival and agrees that all employees, staff, volunteers, or any individual involved with the promotion or production of VENDOR is/are made aware of the rules and regulations and agrees in their behalf to abide by such rules and regulations.
18. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions of the provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid
19. Donations to OFOAM are encouraged. If your weekend at the OFOAM, 2012 Ogden Music Festival is profitable, please consider a donation that would support OFOAM future concerts, etc.
20. This agreement constitutes the entire agreement between OFOAM and VENDOR and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extend incorporated in this agreement.
21. Application DEADLINE is Friday, May 11, 2012.

In witness of the agreement between them, the parties have executed this agreement at Ogden City, Weber County, Utah on or before June 1, 2012.

OFOAM VENDOR

Kara Twitchell, OFOAM
Vendor Coordinator

Date

Date

OGDEN FRIENDS OF ACOUSTIC MUSIC (OFOAM), Ogden Music Festival
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VENDOR BOOTH APPLICATION

June 1, 2, and 3, 2012 Ogden Music Festival (OMF)

Business Name _____
Mailing Address _____ Phone (business) _____
Phone (other) _____ Email _____
Product(s) or Service(s) _____

VENDOR is required to sign two copies of this agreement and send a self addressed stamped envelope to the address noted below. If VENDOR is approved OFOAM will return an executed copy of Vendor Agreement/confirmation or notification of denial.

I would like _____ 10'x10' NON-FOOD VENDOR booth space(s) @ \$75.00 each.

FOOD VENDOR REQUESTS POWER _____.

I would like _____ 10'x10' FOOD VENDOR booth space at no cost.

I would like One (1) each 10'x10' booth space free of charge in return for my Corporate Sponsorship.

NON-FOOD VENDOR: I am including a check or money order (do not send cash) for the full amount with this application. Make check payable to OFOAM and send to the following address: Or, payments may be made through OFOAM's PayPal link @ www.OFOAM.org.

Ogden Friends of Acoustic Music

Attn: Kara Twitchell

1514 23rd Street

Ogden, Utah 84401

Hereby request OFOAM send confirmation via email to address noted above.

Photos and information regarding VENDOR product(s) will be sent regular mail.

I have read, agree, and shall abide festival rules and procedures. I certify that the information provided on this vendor application is true and correct. I hereby release and hold harmless OFOAM, 2012 Ogden Music Festival, festival sponsors and their principles from any and all liability or claims as a result of my participation in the festival, including but not limited to theft, personal injury, strike, public enemy, or Acts of God.

I acknowledge that failure to comply with the above agreement may cause forfeiture of any or all fees I have paid and may cause immediate expulsion from festival participation.

- To be considered, all applications must be signed and received (NOT LATER THAN THREE WEEKS PRIOR TO FESTIVAL) Friday, May 11, 2012. Signed Vendor Agreement shall accompany your application.

- Applications are considered on a first-come, first-served basis. If festival booth space is full, or your application is not accepted, your payment will be returned.

- VENDOR shall complete, sign, and mail 2 original copies of this agreement to Kara Twitchell at address noted above.

VENDOR

Signature

Date

Printed Name

Title