

2015 FIRE ON THE WATER VENDOR AGREEMENT

SIGN UP DEADLINE IS JULY 18, 2015

CONTACT LAUREN: LAUREN@MARINE-PRODUCTS.COM 801-419-7591

Welcome to the 2015 Fire on the Water (FOTW) watersports exhibition and festival. Please take a moment to carefully read the information below. You are responsible for meeting the requirements of the festival and abiding by all Jordanelle Reservoir, Utah and Wasatch County codes, rules and regulations.

FESTIVAL HOURS

Fire on the Water Event	July 18, 2015	4:00 PM - 10:00 PM	Jordanelle Reservoir (Hailstone Area)
Move In	July 18, 2015	3:00 PM	MUSIC STARTS @ 5:00
Move Out	July 18, 2015	10:00 PM	

FEES

Vendor Fee: \$75.00 10 X 10 Booth. \$125 Walk Ins. \$150 Food Trucks. Larger Grass Space available Upon request.

Please make checks payable to:

Marine Products
Fire on the Water Utah
949 West 1700 South
Salt Lake City, UT 84010

GENERAL

- Vendors must comply with Fire on the Water, Utah, Utah State Parks, Wasatch County and all other applicable laws and regulations.
- Vendors are assigned space in increments of 10' x 10'. Space is assigned on a first come first served basis.
- All tents must be anchored with weights. Stakes are not allowed. We suggest a minimum of 50lbs per leg.
- Vendors are required to abide by all state, county and health and safety regulations.
- All vendors must dispose of waste properly and are responsible for leaving the site clean. We encourage you to recycle. All areas in and around your booth must be kept clean at all times. Grease must be disposed of in the supplied and clearly marked disposal barrels.
- Issues with your booth must be reported to Festival staff immediately.
- Generators and other power sources must be approved by FOTW in advance.
- Vendors are responsible for obtaining applicable business licenses, permits and paying federal, state and local taxes.
- Culinary vendors are required to provide all the necessary equipment to prepare, serve and maintain safe handling of their menu items in accordance with health, building and fire regulations.
- Culinary vendors must supply at least one ABC type fire extinguisher.
- Culinary vendors may not serve water, soft drinks, alcohol or other beverages unless approved by FOTW in advance.
- Culinary vendors must secure all propane, fuel and flammable materials.
- FOTW reserves the right to remove vendors violating any regulations, causing a disturbance or otherwise inconveniencing guests and participants.
- Potable water will be available at the Festival. Culinary vendors are responsible for providing their own means of transportation.
- FOTW will provide vendor with one vehicle access pass for entry to the Jordanelle State Park.
- FOTW reserves the right to change, modify, or include clauses to the above rules and

Regulations at will and without prior notice.

Questions?

Call Randy Casper (801)973-4017

2015 FIRE ON THE WATER VENDOR AGREEMENT

THIS AGREEMENT dated JULY _____ 2015 by and between Fire on the Water Utah and

_____ (Vendor) whose primary contact and permanent address is:

- Primary Contact: _____
- Address: _____
- City, State, Zip _____
- Cell # _____
- Email address: _____
- **EXPLAIN IN DETAIL THE MERCHANDISE YOU WISH TO SELL.. WE DON'T WANT 2 DIFFERENT VENDORS SELLING THE SAME GOODS. SO PLEASE BE VERY DESCRIPTIVE WITH WHAT YOUR SELLING.**
ATTACH A PHOTO OF YOUR PRODUCT IF IN DOUGHT.
FOW WILL NOT BE HELD RESPONSIBLE FOR DUPLICATE PRODUCT BEING SOLD, IF YOU DON'T FILL THIS OUT.

Vendor desires to sell goods and materials at the 2015 Fire on the Water Watersports Exhibition and Festival, which will be held Saturday July 18 2015 at the Jordanelle Reservoir in Utah? The Festival desires to allow Vendor to make such sales pursuant to the terms and conditions contained herein.

1. RIGHT TO SELL: Vendor shall have the right to sell goods, services or food items on the dates mentioned only within the area or areas designated by the Festival.
2. HOURS OF OPERATION: Vendor booth must be fully staffed and open for sales and must remain fully staffed and prepared to serve customers during all published event hours.
3. FEES: As consideration for participation in the 2015 Fire on the Water Watersports Festival, Vendor agrees to pay \$75.00 to the Festival.
4. GOVERNING LAWS: The laws of the State of Utah and the health, building and fire regulations of Wasatch County and the Utah State Parks shall govern this agreement.
5. BEVERAGES: Vendor shall not sell, distribute, or in any way disseminate non-alcoholic or alcoholic beverages or water unless otherwise agreed in writing.
6. NOISE AND PROMOTIONAL FLYERS: Vendor shall not utilize any music, distribute collateral material or engage in loud or raucous shouting or other conduct, which, in sole discretion of the Festival is boisterous or constitutes a nuisance.
7. SECURITY: Vendor shall be responsible for his/her own security with respect to cash, equipment, goods and supplies. The Festival is not responsible for lost, stolen and/or damaged property.
8. LIABILITY: Vendor shall indemnify and hold the Festival and the Festival staff and volunteers harmless for any claim or cause of action arising out of or in connection with the acts or omissions of Vendor or the Festival under this agreement, any monetary claims related to weather, injury or other factors beyond the Festivals' control, and shall reimburse the Festival for any costs, including, but not limited to, reasonable attorney's fees, incurred in defense against any such claim.
9. VIOLATIONS: Violation of any of the terms of this Agreement will result in the immediate termination of

this Agreement and removal of the Vendor from the Festival area without refund of fees. Whether or not a violation of the Agreement occurred shall be in the sole discretion of the Festival and will be binding on the parties hereto.

10. AGREEMENT MODIFICATIONS: No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated into the Agreement. No modification or change in the Agreement shall be valid or binding upon the parties unless in writing and executed by the parties to be bound hereto.

11. CANCELLATION/REFUNDS: Festival will occur rain or shine. No refunds will be provided unless the Festival is canceled prior to commencement.

I have read and agree with the terms of this agreement.

Vendor Signature:	FOW Signature:
Date:	Date: