435-669-7769 fanzonevernalrodeo@gmail.com vernalrodeo.com

# June 13-15, 2024 | 2024 Fanzone Vendor Applications

Vernal's Dinosaur Roundup Rodeo Fan Zone is designed to provide alternative dining and entertainment before, during, and after the rodeo. The location of all vendor booths will be outside near the rodeo arena. Booth locations are at the discretion of the rodeo committee.

For questions and additional information, please contact Eric Pratt, Fanzone Chairman, 435-669-7769									
Legal Business Name:									
Booth Name (if different):									
									Contact Individual Name:
		tate: Zip Code:							
			il:						
Selection	Booth Type	Fee	Dimensions of Booth (with tongue)						
3010011011	10' x 10' Tent	\$ 300	Dimensions of Booth (with tongue)						
	10' x 11' to 40' Tent								
	Up to 40' Truck/Trailer	\$ 600							
For booths	more than 10' wide, pleas	se conta	ct the Fanzone Chairman						
Electrical N	leeds:								
If Truck or	Trailer is being used, whe	ere is the	serving window located:						
Drive	r Side Passenge	er Side	Other						
Payment:									
Applications will not be accepted without payment in full. Please make checks payable to:									
	Dinosaur Roundup Rodeo PO Box 1501 Vernal, UT 84078								
	Personal or business checks will be accepted through April 30. After April 30, only cashier's checks will be accepted. There will be a \$25 fee for any returned checks.								
Altern	Alternatively, payments may be made by Venmo to @vernalrodeo								
Prices	increase by \$50 for application	ons and pa	yments received after April 30.						

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Vendor hereby agrees to abide by the following rules and regulations with Dinosaur Roundup Rodeo Association (DRR). No booth will be reserved or allowed to be setup with this signed agreement.

## **Required Items and Frequently Asked Questions:**

- All food vendors are required to maintain liability insurance for their food and/or beverage business. A
  certificate of insurance showing liability coverage must be received by June 1, 2024.
- o A copy of your sales tax permit or sales tax exemption license must be provided by June 1, 2024.
- o Vendors are prohibited from selling any alcohol at the Dinosaur Roundup Rodeo event.
- Vendors will not be allowed to sell products that could be disruptive to the rodeo performance or hazardous to livestock or spectators. This includes, but is not limited to: laser pointers, weapons, whistles, horns, etc. DRR is the final authority on any products that may pose problems.
- Displays are to be contained within the specified booth exhibit area. Advertising and/or solicitation by persons not holding booth space is prohibited. Selling in the stands is prohibited.
- Food vendors must identify specific electrical needs in writing to DRR and receive written verification from DRR that specifies electrical needs can be met by DRR prior to the DRR event.
- All food vendors understand they must provide a backup generator(s) in the event their electric needs cannot be met at the DRR event.
- Telephone, Internet, and Wifi services are <u>NOT</u> available. Vendors are responsible for providing their own. Hot spots, boosters, and other devices are encouraged and the responsibility of the vendor.
- Security is not provided. Each vendor is responsible for their own booth and all associated items.
- o Cash changing is not provided. Each vendor is responsible for their own cash needs.
- o Tents and custom lighting are not provided. Christmas or other non-distracting lights are recommended.
- Exhibit Hours The exhibit area will open each day at 5:00 PM and will remain open until 1 (one) hour after the last event of the rodeo. Exhibitors must open for each rodeo performance (Thursday, Friday, and Saturday).
- Wednesday Events Beginning at 4 PM on Wednesday, the rodeo will host a "slack" rodeo
  performance and an Exceptional Rodeo for individuals with special needs. Vendors may, at their own
  discretion and with their own electrical power, choose to set up and sell for these events. Setup must be
  in assigned vendor space for remainder of week.
- Setup and Removal All exhibit booths may begin setup on the Wednesday before the rodeo performance begins. Vehicles will be permitted to drop off merchandise starting at NOON and each day of the event until 4:00 PM. Removal of exhibit may not begin until after the close of exhibit hours on the final performance day (Saturday). Booths must be cleared out by the following Sunday by 6:00 PM

## **Vendor Operations**

Vendor agrees to keep all areas clean and neat at all times. Vendor is responsible for cleaning their own area completely at the end of event and removing all trash, boxes, packing materials, etc. Vendor is responsible for all necessary equipment and materials in the designated booth space no larger than the space they are assigned. No tents should be anchored directly to the asphalt. Vendors shall work professionally, cooperatively, and reasonably with customers, event staff and volunteers. No alcohol, smoking/vaping, illegal substances or weapons are allowed at any time.

#### **Vendor Parking**

Vendor agrees to park all/vehicles, trailers, etc. in designated vendor parking areas only. Please see attached exhibit for recommended vendor parking and prohibited areas. Recommending parking is West of 200 East, with access to the Fanzone through 300 South. No parking is permitted east of 200 East at Western Park. No overnight camping, parking, or use of RV hookups inside Race Track Area.

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#### **Propane Tanks**

Propane Tanks Must be labeled with (No Smoking within 25') signs as a requirement from the Uintah County Fire Marshal.

#### **Vendor Admission Passes**

Vendor Admission Passes are provided by DRR for all approved vendors. Each approved vendor will receive 4 (four) admission passes per day for working staff only inside the trailer/serving or tent/serving. Vendor passes MUST be worn throughout the DRR event. Vendor passes shall not be shared between vendors. Additional or replacement vendor passes can be purchased for a fee of \$10.00.

#### **Employees, Contract Labor, Volunteers, and other helpers**

The Vendor agrees to identify any employees or contract labor who will be assisting them with setup or working in their place of absence. Vendor agrees that all employees or contract labor have undergone a thorough background investigation and pose no risk to adults or children. To ensure the safety of vendor, fellow vendors and customers in attendance at a DRR event individuals hired from online sources are prohibited. Vendor agrees to take full responsibility for any action or incident occurring at a DRR event by an individual that is employed or contracted by vendor.

Employees, Contract Labor, Volunteers, and other helpers identified to be in attendance before, during after the event:						

#### **Electricity**

Electricity will be provided by DRR via diesel powered generators. DRR will provide the power cables and adaptors for '120volt/30amp' and '250volt/50amp'. DRR will not provide '120volt 15amp/20amp' extension cords. DRR recommends that any vendor that uses only 120volt 15amp/20amp uses a minimum of 12awg size extension cable. It is recommended that each vendor have access to a backup power system in the event that provided power has a failure. If the vendor provided generator is of the loud type, then they must have a power cord long enough that it can be placed away from the vendor area.

## **Tri-County Health Requirements**

Tri-County Health has certain requirements that must be met to operate as a food vendor in Uintah County. These requirements can be found on the Tri-County Health website at the following links:

- Utah Code Section 26B-7-412 Food Safety Manager
  - https://le.utah.gov/xcode/Title26B/Chapter7/26B-7-S412.html?v=C26B-7-S412\_2023050320230503
- o <u>foodHandler\_list.pdf (utah.gov)</u> <u>Approved Food Handler Providers in Utah</u>
  - https://epi.health.utah.gov/wp-content/uploads/foodHandler\_list.pdf
- o TFS Application 2018.doc (3).pdf Google Drive Temporary Food Permit
  - https://drive.google.com/file/d/1moLs2Xfh30oN8CK1yD7sl1AsytmpNiWJ/view
- o Food-Truck-Sanitation-R392-102-2.pdf (tricountyhealthut.gov)
- https://tricountyhealthut.gov/wp-content/uploads/2022/08/Food-Truck-Sanitation-R392-102-2.pdf
   For more information, please contact the Tri-County Health Department at 435-247-1177.

**Uintah County Fire District** 

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All vendors must ensure that their food truck/trailer or tent meet the Uintah County Fire District inspection requirements. If your food truck/trailer are current in the inspection and tagged with the Annual Inspection tag, from your home base, you will be exempt from this requirement. DRR recommends reaching out to the Fire District using the following link:

- Uintah Fire District | Uintah Fire District
  - https://www.uintahfire.com/inspections.php

## **Assignment of Contract**

DRR reserves the right to assign Vendor locations on a first come, first serve basis. DRR will work to accommodate the needs of all Vendors. DRR reserves the right to make the final decision and the Vendor agrees to be subject to the location decisions made by DRR. Vendors may not transfer of sublease the booth to another vendor or share assigned space with a vendor unless it is approved by DRR. Additional vendors are required to submit an application and be approved by DRR prior to selling goods at a DRR event. All approved vendors must sign and return a vendor contract prior to participating in the event.

#### **Vendor Refund Policy**

All vendor payments are final, non-refundable and non-transferable. In the event Vernal's 2024 Dinosaur Roundup Rodeo is cancelled, all application fees will be refunded within 30 days of the official cancellation notice in the same method payment was received. In the event of a cancellation during the event, vendor payment refunds will be based on uncompleted hours of operation, determined by DRR. Vendor waives any and all other claims for damages or compensation as a result of any cancellation or termination.

# **Regulatory Requirement**

Vendor is responsible for all permits and insurance required or necessary for the operation of the Vendor's business. DRR is not responsible for collecting sales tax for Vendors from customers. Vendor will be responsible for assessing and collecting all taxes from customers including the appropriate city, county, and state sales taxes on products sold as required by the Utah Department of Revenue. A Utah Sales Tax Identification number is not required but recommended. Vendors are encouraged to contact the Utah Department of Revenue to request an application to obtain a tax identification number for the state of Utah. All sales taxes on items sold at this event are the sole responsibility of the vendor incompliance with Utah State Law and each vendor will pay sales tax collected on their own. It should be noted that all vendors will be reported as attending the event and sales tax was collected by the vendor throughout the event.

All exhibitors shall comply with all local, county, state, and federal police, fire, health, and safety laws. All exhibitors shall complete all necessary paperwork for all regulatory and tax reporting purposes.

#### **Liability and Indemnification**

The vendor is solely responsible for damages or liabilities resulting from the private dealings with any helpers, customers and sale of unsafe or unsound goods. DRR will not be responsible for damages or personal injury resulting from the use of umbrellas, tables, tents and other devices used in conjunction with the vendor's booth. Neither DRR nor the owners of the property where DRR takes place assumes any responsibility day or night to ensure the safety of Vendor's property, goods and consumables from damage, theft, fire, malicious mischief, accident, loss of electricity, weather related incidents, or other. Vendor agrees to not hold DRR and/or the property owner liable for any theft or damage causes to their inventory or personal effects before the sale, during the sale and/or after the sale. Security measures will be provided but this is in no way ensures that the Vendor's property is secure from all possibilities of damage or theft.

The Vendor is charged with the responsibility of protecting their own property at all times during the event and obtaining the appropriate liability and property insurance (recommended). The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge DRR, its employees, agents, offices, and property owner for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney fees and court costs, which may occur

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as a result of the Vendor's participation in the DRR whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of DRR, its employees, agents, offices and property owner. Inconsideration of the acceptance of the right to participate, entrants, participants, and spectators by execution of this contract form, release and discharge DRR, venue location, and their partners, franchisees, licensees, directors, employees, contract labor, agents, representatives, and servants, and anyone else connected with management or presentation of DRR of and from any and all known and unknown damages, injuries, losses, judgments, and/or claims from any cause whatsoever that may be suffered by an entrant to this person or property.

DRR is not liable for any damages caused to vendor equipment from inclement weather or failure of the diesel generators. In the event there is a power failure, DRR requires all vendors to act professionally as DRR works to restore power. In the event power cannot be restored, the vendor is required to provide its own backup power.

## **DRR Payment, Late Payment and Cancellation Policies**

Approved vendors must sign this contract and pay the total amount due for participation in DRR by the listed due date to guarantee vendor acceptance. A \$25.00 return check fee will apply for any checks returned unpaid. Booth space will not be held if payment in full is not completed or postmarked by <u>Tuesday</u>, <u>April 30</u>, <u>2024</u>.

Payment arrangements can be approved by DRR if determined necessary and in the best interest of the DRR event.

Vendor forfeits their reserved booth space if contract is not returned and payment is not made in full by the due date. After the due date, the DRR can elect to send Vendor a new contract along with a notice that a late fee of \$50.00 has been applied to the account. The contract and payment in full (including late fee) must be paid by the due date on the new contract. If full payment is not made within that time, Vendor again forfeits their space and a new contract will not be sent. Habitually late payments may result in non-acceptance for future events of the DRR.

The Vendor agrees that unless and until DRR accepts the Vendor contract, it shall not be binding. If and when the contract is accepted by DRR the vendor will receive a confirmation email confirming payment and acceptance, it shall become binding upon both DRR and Vendor, with respect to space assigned. Pursuant to the terms of this contract, the Vendor has read, understands, and agrees to be bound by the above referenced terms as a Vendor participant in Dinosaur Roundup Rodeo.

DRR reserves the right to cancel vendors contract up to 7 days prior to the start of the event if so determined to be in the best interest of the DRR event. DRR will return all fees collected from approved vendor within 30 days of notice of cancellation.

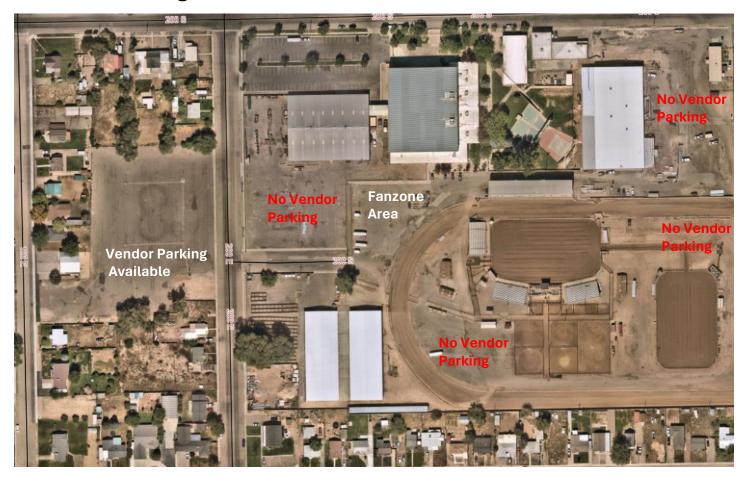
The contract will be governed by the laws in Uintah County, Utah. Any action with respect to this contract must be brought in Uintah County, Utah. If either the vendor or DRR brings any action with respect to this agreement or DRR. The unsuccessful party to the action will pay the reasonable attorney fees and legal costs of both parties as they are approved by the court.

I certify that I agree to abide by all DRR rules and to not share or reprint any DRR printed material that I receive as being an accepted vendor for a DRR event. I agree to return the executed contract and payment for booth rental for my participation in Dinosaur Roundup Rodeo. My signature below certifies that I have read, understand and agree to abide by all the rules and regulations of Dinosaur Roundup Rodeo.

Vendor Legal Business Name:			
Printed Name:	Title:		
Signature:			· · · · · · · · · · · · · · · · · · ·
DRR Representative Name:	<del> </del>	Date: _	<del> </del>
DRR Representative Signature:			
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# **Vendor Parking:**



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