



**THANKSGIVING  
POINT**

# 2012 Easter Eggstreme

Date: April 7<sup>th</sup>, 2012

Time: 10am to 3pm

## Booth Rental Application and Contract

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Company Website: \_\_\_\_\_

### CLASS OF VENDOR

**Food Vendor**

\$50 Refundable deposit: \_\_\_ Check made out to *Thanksgiving Point PC 635* enclosed

\_\_\_ Credit Card \_\_\_\_\_ exp. \_\_\_/\_\_\_

\$65 Electric Fee (to be taken from end of day sales.)

Booth Rental: 20% of sales made (*This money should be turned in at the conclusion of each day.*)

**Total Due:** \_\_\_\_\_

Food items to sell: \_\_\_\_\_

### BOOTH RENTAL- Retail Vendor

Booth Rental: \$100

Products to be sold: \_\_\_\_\_

Method of Payment: \_\_\_ Check made out to *Thanksgiving Point* enclosed

\_\_\_ Credit Card \_\_\_\_\_ Exp Date: \_\_\_/\_\_\_ **Total Due:** \_\_\_\_\_

With each 10' x 10' booth rental, Thanksgiving Point will provide the following:

One 110-volt/20 amp electrical outlet if notified 48 hours in advance (**Electrical Cords are NOT provided**)

Please specify your electrical needs (if any): \_\_\_\_\_

### ACCEPTANCE

I understand that I will be responsible to obtain necessary permits from the **Utah County Health Department** and/or **Utah State Tax Commission**. \_\_\_\_\_ (please initial).

I have read and understand the information enclosed within this application as well as the Policies and Procedures. My signature below indicates that I agree to abide by the policies and procedures of the Thanksgiving Point Easter Eggstreme, including those regarding set up, take down, cleanup and sales procedures. By failing to comply with the policies and procedures, I understand that I may jeopardize my participation with Thanksgiving Point in the future.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

## POLICIES AND PROCEDURES

### Set-Up Procedures

**Vendors will forfeit booth space if they do not arrive before 9:00 AM and no vehicles will be allowed in the park after 9:15 AM.** Vendors are responsible to bring their own loading /unloading equipment. All tents/canopies must be secured to the ground with water barrels or sandbags to weigh down the structure. Vendors should have their own bags or boxes for customers who have purchased items. All booths should be set up and ready for the public by 9:30 AM. **Gates will open at 9:30am.**

### Take-Down Procedures

Take-Down Hours: 3 PM- 4 PM

- Early tear down is not permitted. (Please make arrangements with Event Manager if your product is exhausted.)
- Vendors who do not staff their booth space during all hours of the event jeopardize participation in the future.
- Vendors are responsible for cleanup of their booth space.

### Vendor Parking

To make parking more accessible for guests of the Farmers Market and Thanksgiving Point, Vendors are required to park in the south parking lot.

### Permits/Licensing

Vendors are responsible for all licensing and permits required by law to sell or promote their product. All vendors are required to have a Temporary Vendor Permit, obtained through the Utah Tax Commission to participate. Food Vendors are additionally required to have a Food Handlers Permit to participate in the Farmers Market as well. A copy of these permits must be submitted with the application.

### Etiquette Policy

Alcohol distribution and consumption by vendors is prohibited. Vendors that show signs of intoxication will be asked to leave the grounds.

### Electrical Services

All other electrical needs must be requested at least 48 hours prior to the date requested. All vendors should bring their own electrical cords. **Thanksgiving Point will not provide electrical cords.**

### On-Site Security

Despite arrangements made by Thanksgiving Point to provide excellent security protection for vendor properties, Thanksgiving Point is not financially liable for losses or damages of any kind.

### Product Quality

Items to be sold must be approved by Thanksgiving Point. If at any time during the market we find products unacceptable, you will be asked to remove these items from your booth.

## **POLICIES AND PROCEDURES CONTINUED**

### **Selling of Products**

All prices, terms of sale, etc. are between buyer and seller only. Vendors may not sell any items not approved or shown in their application. Event staff has the right to ask vendor to remove any unapproved items from their booth. Any required sales tax collections and remittances are the sole responsibility of the seller. Seller assumes full liability for the products they market or sell and hereby agree to hold Thanksgiving Point harmless against any claim of injury, or damage by any buyer, seller, or other persons resulting from the use, consumption, disposition, display, or marketing of seller's products.

Coke products are the only approved soda and water type products at Thanksgiving Point (i.e. Coke, Diet Coke, Dasani, Full Throttle, Minute Maid, Nestea, Powerade, Vitaminwater, etc.), since Coca-Cola has an official corporate partnership with Thanksgiving Point.

### **Non-Discrimination**

Thanksgiving Point welcomes all regardless of race, creed, color, sex, religion, sexual orientation, age, nationality or marital status.

### **Indemnification**

Thanksgiving Point is not responsible for any injury, theft, or damage to either the buyer or seller, or their property arising out of or pertaining to preparation for or participation in Easter Eggstreme; whether such injury, theft or damage occurred prior, during, or after Easter Eggstreme. Seller further agrees to indemnify and hold Thanksgiving Point harmless of any claims for such injury, theft, or damage. Provide Thanksgiving Point with a copy of certificate of liability insurance coverage a minimum of 10 days prior to event, listing Thanksgiving Point as an additional insured for a minimum of \$1,000,000 per occurrence. The Event Manager may require removal of any items that become a problem for the public or other booths. Be responsible for all remittance of licenses, taxes and fees required to operate a booth.

### **Impossibility**

Thanksgiving Point Institute reserves the right to terminate this contract if we think that there has been a misjudgment or misrepresentation of the type of booking. If the group's intentions are deemed to be controversial or destructive in any way Thanksgiving Point reserves the right to terminate that vendor's existence in the event.

### **Return completed application with payment to:**

Sara Larson  
Senior Public Events Manager  
3003 N. Thanksgiving Way  
Lehi, UT 84043

Fax or Email:  
801-766-5050  
slarson@thanksgivingpoint.org