

OGDEN FRIENDS OF ACOUSTIC MUSIC (OFOAM), Ogden Roots and Blues Festival



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

Event: Ogden Roots and Blues Festival (ORBF), Cutler Flats, 6800 North Fork Rd (North gate), Liberty, Utah
Event Dates: August 21 to 23, 2015
Event Location: Cutler Flats, Liberty, Utah
Contact Person: Kara Twitchell, Vendor Coordinator
Address: 1514 23rd Street
Ogden, Utah 84401
Phone/email: 801 513-0657 UtahMelody@comcast.net

THIS AGREEMENT made on or before Friday, August 7, 2015, by and between Ogden Friends of Acoustic Music (OFOAM), hereinafter called OFOAM and, _____ herein after called VENDOR.

GENERAL INFORMATION:

1. This agreement is for non-food vendors only. Food vendors must contact Kim Perry, Weber County (801) 399-8257 for food information and forms.
2. Corporate sponsors are eligible to receive one free booth (see sponsor packet link at our website, <http://www.OFOAM.org>). Michelle Tanner, Director, OFOAM will notify Kara Twitchell regarding sponsor(s) who need vendor space(s). Kara Twitchell is responsible for the vendor area and all questions should be directed to her via email or call 801 513-0657.
3. VENDOR shall pay a non-refundable vendor fee of \$100.00 on or before **Friday, August 7, 2015** to execute this agreement:
VENDOR space will be 10' x 10'. No structure or covering will be provided. OFOAM suggests each VENDOR use an EZ-up type of structure. Booth area will be the responsibility of the exhibitor. Tarp structures will not be allowed.
VENDOR will be responsible for setting up, taking down, and attending to their booth(s).
4. VENDOR booth set-up will begin Friday, August 21, 2015; 10:00 a.m. to 4:00 p.m. Vendor's vehicle will be moved as soon as they have offloaded their product(s).
5. VENDOR will notify Kara Twitchell regarding availability of camping within the OFOAM Vendor area, including interest in early setup time. Additional fees may apply.
6. VENDOR booth teardown will begin at 4:00 p.m. Sunday, August 23, 2015 (or after the last Performance of the day - NOT before). It is the vendor's responsibility to drive safely on the festival area.
7. VENDOR will be given **two festival passes** per booth. Contact Kara Twitchell if additional passes are needed. Each additional pass will be \$50.00.
8. ELECTRICITY will not be provided.
9. SECURITY will not be provided for vendor booths.
10. 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, volunteers, and Weber County, 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.

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- 11. 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.
- 12. VENDOR shall comply with all required sales permits, licenses and sales tax requirement for the city, county, and the state.
 - Vendor will receive a State of Utah Tax form for their reference and use at the festival. Vendor shall complete and send tax information to the State of Utah after the festival.
- 13. Quantity of VENDOR spaces may be limited.
- 14. Selection of VENDOR is based on quality, value, professionalism and product(s) in line with the lifestyle of our devoted festival fans. Filling out the attached application does not guarantee a space. VENDOR'S will not be allowed to attend the festival if they have not received confirmation prior to the event, no exceptions.
- 15. To assist OFOAM, VENDOR is required to provide photos with the application or via email, a basic description and background information about VENDOR'S product or service **regardless whether they have attended a prior festival**. Each festival is a standalone event and updated photos are required.
- 16. Products that compete with festival performers' products are unauthorized. Unofficial festival performers' merchandise or unofficial Ogden Roots and Blues Festival merchandise is not allowed. No exceptions.
- 17. VENDOR by signing this agreement you acknowledge that you and all vendor employees have read and understand the agreement requirements governing the OFOAM, **Ogden Roots and Blues Festival**.
- 18. SEVERABILITY: If parts of the agreement are held to be illegal or otherwise unenforceable the remainder of the agreement should still apply.
- 19. DONATIONS to OFOAM are encouraged. If your weekend at the OFOAM, 2015 Ogden Roots and Blues Festival is profitable, please **consider a donation** which would support OFOAM future festivals, 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 extent incorporated in this agreement.
- 21. Application DEADLINE is Friday, August 7, 2015.

In witness of the agreement between them, the parties have executed this agreement at Ogden City, Weber County, Utah on or before Friday, August 7, 2015.

OFOAM

VENDOR

Kara Twitchell, OFOAM
Vendor Coordinator

Date signed

Vendor Name
Signature

Date signed

VENDOR BOOTH APPLICATION

Ogden Roots and Blues Festival (ORBF), August 21 to 23, 2015

Vendor/Business Name _____

Mailing Address _____

Phone _____ Phone (other) _____

Email _____

Product(s) or Service(s) Description _____

- VENDOR is required to sign two copies of this agreement**, send all pages and provide a self addressed stamped envelope to the address noted below. Photos can be sent with agreement or via email. If approved, OFOAM will return an executed copy of Vendor Agreement/confirmation or notification of denial in the vendor stamped envelope proved.
- I would like _____ 10'x10' VENDOR booth space(s) @ \$100.00 each.
- I would like One (1) each 10'x10' booth space free of charge in return for my Corporate Sponsorship. Michelle Tanner, Director, OFOAM approves all Corporate Sponsor booth(s).
- 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 (OFOAM)
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) **can be sent with their application or via email. Photos are required for approval.**
- I have read, agree, and shall abide festival agreement and procedures. I certify that the information provided is true and correct. I hereby release and hold harmless OFOAM, 2015, 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 TWO WEEKS PRIOR TO FESTIVAL) Friday, August 7, 2015. Signed Vendor Agreement shall accompany your application.
- Applications will be 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 in the vendor envelope provided.
- VENDOR shall complete, sign, and mail **2 complete original copies** of this agreement to Kara Twitchell at address noted above. Be sure to send a self addressed stamped envelope.

Kara Twitchell
Coordinator Signature

Date

VENDOR Signature/
Printed Name

Date