

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



Contracted By: OFOAM

<http://www.OFOAM.org>

Event: Ogden Music Festival (OMF) 10<sup>th</sup> Annual  
Event Dates: June 2, 3 and 4, 2017  
Event Location: Fort Buenaventura, 2450 "A" Avenue, Ogden, Utah  
Contact Person: Kara Twitchell, Vendor Coordinator  
Address: 1514 23<sup>rd</sup> Street  
Ogden, Utah 84401  
Phone/email: 801-513-0657 [UtahMelody@comcast.net](mailto:UtahMelody@comcast.net)

THIS AGREEMENT, made on or before June 2, 2017, 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) 399-8757 for food information and forms.
2. Corporate sponsors (\$250 or more) are eligible to receive one free booth space (see sponsor packet link at our website <http://ofoam.org>). Kara Twitchell is responsible for the vendor area and all questions should be directed to her.
3. Like minded non-profits are eligible to receive one free booth space.
4. Application **DEADLINE is Saturday, May 20, 2017**.
5. VENDOR shall pay a non-refundable vendor fee of \$140.00 on or before Friday **June 2, 2017** to execute this agreement:  
VENDOR will receive a 10% discount if application is received not later than April 3, 2017.  
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 vendor. Tarp structures will not be allowed.  
VENDOR will be responsible for setting up, taking down, and attending to their booth(s).  
SECURITY will not be provided for vendor booth(s).
6. VENDOR booth set-up time will begin Friday, June 2, 2017: 9:00 a.m. to 3:00 p.m. Vendor's vehicle will be moved to a designated parking area as soon as they have offloaded their product(s).  
VENDOR may request earlier set-up time.
7. VENDOR camping at the festival will be given a discounted camping fee of \$25 per vendor. Vendor must list all campers in their group. Kara Twitchell will provide vendor with an Eventbrite.com access code to purchase camping.
8. VENDOR booth tear-down will begin at 7:00 p.m. Sunday, June 4, 2017 (or after the last Performance of the day - NOT before). It is the vendor's responsibility to drive safely on the festival area.
9. VENDOR will be given **two festival passes** per booth. Contact Kara Twitchell if additional passes are needed. An Eventbrite.com passcode will be given to approved vendors for additional discount pass(es).
10. ELECTRICITY will not be provided.
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, 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 attorney's fees), and

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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. This event is rain or shine. OFOAM will not make refunds due to weather. Please ensure your booth is secure in case of wind, rain, etc.
- 13. VENDOR will be given a State of Utah Tax form and tax table for their reference and use at the festival. Vendor shall complete and send tax information to the State of Utah after the festival.
- 14. Vendor must contact Special Event Business License office, 2549 Washington Blvd., Suite 240, Ashley Child, Business License Officer email [AshleyChild@ogdencity.com](mailto:AshleyChild@ogdencity.com) (801) 629-8962 for a Ogden City Corporation Special Public or Civic Event License and pay \$15.00 fee. Vendor is required to provide proof the event fee has been paid prior to setup.
- 15. Quantity of VENDOR space may be limited.
- 16. 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.
- 17. To assist OFOAM, **VENDOR is required to provide photo(s) with the application or via email**, a basic description and background information about VENDOR'S product or service **regardless if they have attended a prior festival**. Each festival is a standalone event and updated photos are required.
- 18. Unofficial Ogden Music Festival and festival performing artist merchandise is not allowed. No exceptions.
- 19. VENDOR by signing this agreement you acknowledge that you and all vendor employees have read and understand the agreement requirements governing the OFOAM, Ogden Music Festival
- 20. SEVERABILITY: If parts of the agreement are held to be illegal or otherwise unenforceable the remainder of the agreement should still apply.
- 21. DONATIONS to OFOAM are encouraged. If your weekend at the OFOAM, 2017 Ogden Music Festival is profitable, please **consider a donation** which would support OFOAM future festivals, concerts, etc.
- 22. 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.

In witness of the agreement between them, the parties have executed this agreement at Ogden City, Weber County, Utah on or before June 2, 2017.

OFOAM      VENDOR

_____	_____	_____	_____
Vendor	Date	Kara Twitchell, OFOAM Vendor Coordinator	Date

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

**VENDOR BOOTH APPLICATION**

June 2, 3 and 4, 2017 Ogden Music Festival (OMF)

Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone (business) \_\_\_\_\_ Phone (other) \_\_\_\_\_

Email \_\_\_\_\_ Product(s) or Service(s) \_\_\_\_\_

<input type="checkbox"/> Via email: VENDOR is required to sign this agreement, scan and email to <a href="mailto:utahmelody@comcast.net">utahmelody@comcast.net</a> with product photos attached. If approved, OFOAM will return an executed copy of the Vendor Agreement/confirmation or notification of denial via email.	<b>OR</b>	<input type="checkbox"/> Via USPS: VENDOR is required to submit two signed copies of this agreement, send all pages, product photos, and a self-addressed stamped envelope to: <p style="text-align: center;"><b>Ogden Friends of Acoustic Music</b>  <b>Attn: Kara Twitchell</b>  <b>1514 23rd Street</b>  <b>Ogden, Utah 84401</b></p> If approved, OFOAM will return an executed copy of the Vendor Agreement/confirmation or notification of denial in the vendor's stamped envelope.
<input type="checkbox"/> To be considered, all applications must be signed and received NOT LATER THAN <b>Saturday, May 20, 2017</b> (discount of 10% will be applied to submissions received by April 3, 2017). Signed Vendor Agreement shall accompany your application.		
<input type="checkbox"/> I would like _____ 10'x10' VENDOR booth space(s) @ \$140.00 each.		
<input type="checkbox"/> I would like one (1) 10'x10' booth space free of charge as a Corporate Sponsor/Non-Profit.		
<input type="checkbox"/> I would like a vendor campsite (discounted camping fee of \$25 per vendor).		
<input type="checkbox"/> VENDOR: I am making payment through OFOAM's PayPal link at <a href="http://ofoam.org">http://ofoam.org</a> .	<b>OR</b>	<input type="checkbox"/> 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 it to the address noted above.
<input type="checkbox"/> Request OFOAM send confirmation via email to address noted above.		
<input type="checkbox"/> I have read, agree, and shall abide festival rules and procedures. I certify that the information provided is true and correct. I hereby release and hold harmless OFOAM, 2017 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.		
<input type="checkbox"/> 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.		
<ul style="list-style-type: none"> <li>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 refunded via PayPal returned in the vendor self-addressed stamped envelope you provided.</li> </ul>		
<ul style="list-style-type: none"> <li>Via email: VENDOR shall complete, sign, scan and email this agreement to Kara Twitchell at the email address noted above.</li> </ul>	<b>OR</b>	<ul style="list-style-type: none"> <li>Via USPS: VENDOR shall complete, sign, and mail 2 copies of this agreement with your self-addressed stamped envelope to Kara Twitchell at address noted above.</li> </ul>

VENDOR Signature/ Printed name	Date	Kara Twitchell, OFOAM Vendor Coordinator	Date
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