

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



Contracted By: OFOAM

<http://www.OFOAM.org>

Event: Ogden Music Festival (OMF) 12<sup>th</sup> Annual  
Event Dates: May 31, June 1 & 2, 2019  
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 May 31, 2019, 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. NOTE: Food vendors must contact Kim Perry, Weber County (801) 399-8257 for food information and forms. **FOOD VENDOR DOGS ARE NOT ALLOWED IN FESTIVAL AREA.** Each food vendor will be given a State of Utah Tax form and tax table for their reference and use at the festival.
2. Corporate sponsors are eligible to receive one free booth space at Silver Guitar level \$500/in kind. (see sponsor packet link at our website <http://ofoam.org>). Vendor Coordinator, Kara Twitchell is responsible for the vendor area and all questions should be directed to her.
3. Non-profits are not guaranteed space in the festival area. Non-profits may receive a complimentary booth space if they include a youth activity in their booth that supports our mission of youth engagement and brings value to the OMF. Non-profits may be charged the standard booth fee.
4. Application **DEADLINE is Saturday, May 18, 2019.**
5. VENDOR shall pay a non-refundable vendor fee of \$175.00 on or before Friday May 31, 2019 to execute this agreement. VENDOR will receive a discount fee \$160.00 if application is received not later than Monday April 1, 2019.

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.

VENDOR will be responsible for setting up, taking down, and attending to their booth(s). SECURITY will not be provided for vendor booth(s).

VENDOR booth set-up will be coordinated with vendor coordinator for the following dates and times:

- Wednesday, May 29, noon to 4:00 pm
- Thursday, May 30, 9:00 pm to 11:00 or 3:00 to 6:00 pm
- Friday, May 31, 9:00 am to 3:00 pm

Media opportunities may be available Thursday or Friday for early arrivals.

Vendor's vehicle will be moved to a designated parking area as soon as they off load their product(s).

VENDOR camping at the festival will be given a discounted camping fee of \$25 per vendor. Vendor must list all campers in their group. Vendor will be given an Eventbrite.com access code to purchase camping.

**Vendor dogs will not be allowed in the festival area and must be contained in campsite.**

6. VENDOR booth tear-down will begin at 7:00 p.m. Sunday, June 2, 2019 (or after the last Performance of the day - NOT before). It is the vendor's responsibility to drive safely on the festival area.

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7. VENDOR will be given **two festival passes** per booth. Contact Vendor Coordinator if additional (\$70.00) per pass(es) are needed. An Eventbrite.com passcode will be given to approved vendors for additional discount pass(es).
8. ELECTRICITY will not be provided.
9. 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 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.
10. 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.
11. NONFOOD VENDORS 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.
12. Food and non-food vendors are required to complete the Ogden City Corporation Special Public or Civic Event License form and pay \$15.00 fee for the 3-day festival. Vendor Coordinator will give food and non-food vendors the form and collect the event fee and form during vendor setup.
13. Quantity of VENDOR space 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 photo(s) with the application or via mail or 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.
16. Unofficial Ogden Music Festival and festival performing artist 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 Music 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, 2019 Ogden Music Festival is profitable, please **consider a donation** to 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.

In witness of the agreement between them, the parties have executed this agreement at Ogden City, Weber County, Utah on or before May 31, 2019.

OFOAM      VENDOR

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

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**VENDOR BOOTH APPLICATION**

May 31, June 1 & 2, 2019 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, Agreement confirmation or notification of denial will be sent via email.	<b>OR</b>	<input type="checkbox"/> Via USPS/mail: VENDOR is required to submit one signed copy of this agreement, send all 3 pages, and product photos: <b>Ogden Friends of Acoustic Music</b> <b>Attn: Kara Twitchell</b> <b>1514 23rd Street</b> <b>Ogden, Utah 84401</b> If approved, Agreement/confirmation or denial you will be sent to the vendor via email and fee refunded or returned.
<input type="checkbox"/> To be considered, all applications must be signed and received NOT LATER THAN <b>Saturday, May 18, 2019</b> (discount of 10% will be applied to submissions received not later than Monday April 1, 2019). Signed Vendor Agreement shall accompany your application.		
<input type="checkbox"/> I would like _____ 10'x10' VENDOR booth space(s) @ \$175.00 each (discount fee \$160.00).		
<input type="checkbox"/> I would like one (1) 10'x10' booth space free of charge as a Corporate Sponsor/Non-Profit (Ref paragraph 2 and 3).		
<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 <a href="#">OFOAM Payment Portal</a> .	<b>OR</b>	<input type="checkbox"/> VENDOR: I am including a check or money order (do not send cash) for the discount or for full amount with this application. Make check payable to OFOAM and send it to the address noted above.
<input type="checkbox"/> OFOAM will 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, 2018 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.		
<input type="checkbox"/> 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 or returned check.		
<input type="checkbox"/> Via email: VENDOR shall complete, sign, scan and email this agreement to Kara Twitchell at the email address noted above.	<b>OR</b>	<input type="checkbox"/> Via USPS: VENDOR shall complete, sign, and mail one copy of this agreement to Kara Twitchell at address noted above.

\_\_\_\_\_  
 VENDOR Signature/  
 Printed name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Kara Twitchell, OFOAM  
 Vendor Coordinator

\_\_\_\_\_  
 Date