

# VENDOR AGREEMENT 2011

This Vendor Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 to set forth the details of the agreement between \_\_\_\_\_, hereinafter known as “VENDOR” and the BEAVER COUNTY FAIR, hereafter known as “FAIR”, whose principal office is located at 105 East Center, Beaver, Utah 84713, for the purpose of an exhibition space rental, fund-raiser exhibition, event, activity, or commercial venture by vendor during the annual Beaver County Fair held at the Beaver County Fairgrounds in Beaver County, Utah, between the dates of August 1 through 13, 2011.

**FAIR AGREES TO THE FOLLOWING:** To provide exhibit space(s), or other necessary facilities. Vendor will be assigned exhibit space or other necessary facilities at the fair. The cost of said exhibit space or other facilities shall be \$50.00 per 10' x 10' space or as otherwise agreed by the parties in the amount of \$\_\_\_\_\_ to be payable at the time of execution of this document.

## VENDOR AGREES TO THE FOLLOWING:

- A. Vendor or Fair shall each be entitled to cancel this agreement without cause, upon 15 days written notice to the other party. Refund payment shall be made in full prior to August 1<sup>st</sup>. No refund shall be allowed after August 1st.
- B. To provide a complete description of the exhibit or booth, including height and width with all extensions and awnings in the extended position.
- C. To provide information regarding all requirements needed prior to August 1st.
- D. Vendors handling food must possess a valid food handler’s permit, and permit shall be available for inspection upon demand.
- E. Vendors shall not obstruct or cause obstruction of designated walkways. Likewise, vendor shall not distribute pamphlets, advertisements, flyers, coupons, goods, commodities, or other items, or set up displays along designated walkways, or outside the confines of its designated commercial space.
- F. It shall be a breach of this contract that for VENDOR to solicit or accept discounted or free goods from third parties to be sold at the fair, without prior written consent of the FAIR. The FAIR reserves the exclusive right to solicit or accept discounted or free goods for all fair related activities, concessions and events.

**SAFETY AND SECURITY.** VENDOR is solely responsible and liable for the safety, security, and protection of persons visiting the booth, exhibit, event or activity, or venture. The parties agree that FAIR shall have no responsibility or liability for such persons and VENDOR hereby indemnifies and holds FAIR harmless for all such liabilities.

**INSURANCE COVERAGE.** VENDOR shall at all times during the term of this agreement maintain liability insurance in an amount adequate to protect against foreseeable claims and to indemnify the FAIR as required herein. At any time, FAIR and its agents may request proof of said insurance from VENDOR, and failure by VENDOR to provide said proof of insurance shall be cause for immediate termination of this agreement as a breach by VENDOR.

**ENTIRE AGREEMENT.** This contract contains the entire understanding between the parties and supersedes all prior agreements between them, whether written or oral. No representation, inducement, promises of agreements that are not set forth herein shall be of any force or effect. This contract may not be amended or otherwise modified except in writing executed and authorized by both parties.

**GOVERNING LAW.** This contract shall be governed and construed in accordance with the laws of the State of Utah, and applicable ordinances of Beaver County.

**ASSIGNMENT.** This contract may not be assigned, transferred, pledged, or encumbered by either party hereto without the written consent of the other party.

**RELATIONSHIP OF THE PARTIES.** Nothing contained in the contract shall be deemed to construe by the parties or by any third party to create the relationship of principal and agent, partnership or joint venture between the parties.

**INDEMNIFICATION.** VENDOR agrees to indemnify and hold FAIR and its officials, directors, agents, and employees harmless from any and all liability, expenses, losses or damage, and to provide a defense, or reimburse defense costs, including, without limitation, reasonable attorney's fees, incurred in connection with any demand, claim, or legal action, threatened or actual, including third party claims, arising directly out of the vendor's negligence or failure to act, in connection with the exhibit.

**NOTICES.** Any notice, request, approval or consent under this contract to be given by either party to the other shall be given in writing and shall be considered served when delivered in person, certified mail, registered mail or by special messenger, addressed to the recipient at the address set forth in the opening paragraph of this contract or at such other address as either party may subsequently furnish in writing to the other party.

UPON BREACH OF ANY OF THE ABOVE INDICATED CONTRACT TERMS BY VENDOR. This agreement shall immediately terminate, the designated exhibit space exhibition or other provided facility shall be vacated by VENDOR as directed by FAIR.

IN WITNESS WHEREOF, the parties have executed this contract effective as of the day and year first above written.

BEAVER COUNTY FAIR

VENDOR

\_\_\_\_\_  
Alison Webb, Chair  
Beaver County Fair  
PO Box 2249  
Beaver, UT 84731

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Vendor: \_\_\_\_\_  
\*If food vendor, what type of  
food?

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date