

Plain City Harvest Arts Festival
“Handmade and Homegrown”
Contract for Independent Vendor Services

1. **Event applying for:** Harvest Arts Festival To be held on Saturday, September 17, 2011
2. **Product to be sold:** _____
3. **This agreement is made on this date:** _____ between Plain City and _____ (Business Name) owned and operated by _____
(PLEASE PRINT CLEARLY)

Address of Vendor: _____ **City** _____
Zip _____ **Phone #** _____

4. **Taxes:** You will be responsible for paying your own taxes.
5. **Food Handlers Permit & Day Permit:** Food Vendors, you will be responsible in contacting the health dept. to obtain these permits. **Permits must be displayed in booth.**
6. **Types of products and price range:** **All items must be handmade or homegrown. The Plain City Harvest Arts Committee reserves the right to remove from the booth any item that is not handmade or homegrown.**

7. **Equipment List to be used by Food Vendor:** Vendors must provide their own shade, table & chairs. Will you need a power outlet? Yes _____ No _____

8. **Nature of Relationship:** The Parties intend that an independent vendor relationship be created by this agreement. Plain City is not responsible for vendor’s tax withholdings, benefits, etc. for the period of this contract.

9. **Enforcement Costs:** Violation of any item of this contract will mean immediate cancellation of the agreement and application fee will be forfeited. In the event of any breach of this agreement, the party at fault shall pay all costs of enforcing the provisions of this agreement including attorney’s fees.

10. **Indemnification of Vendor:** This vendor hereby agrees to indemnify and save harmless Plain City, and officers, agents, and employees thereof from and against all loss, damages, injury or death, damages to personal property and liens of workmen, howsoever caused resulting directly or indirectly from performance of this agreement by the vendor.

The Vendor is responsible for all appropriate insurance coverage if applicable (including worker’s comp. liability, etc.)

11. **Execution:** In witness of the agreement between them, the parties have executed this agreement at Plain City, Weber County, Utah.

12. **Charges:** All Vendor Space (including Non-Profit organizations) \$25.00 for a 10x10 space. This fee may be paid by mail or in person to the city office, 4160 W. 2200 N., Plain City, UT 84404. Application and fee are due by Sept. 7, 2011. Vendor assignments will be given the morning of the Harvest Festival.

13. **Payment:** Application fees must accompany this form.

Signed by (vendor) _____ **Approved by (staff)** _____
Method of Payment _____ **Location/Space #** _____