



Price Municipal Corporation's International Days Festival 2023

Washington Park ~ 450 North 200 East ~ Price, Utah 84501

August 2nd-August 5th, 2023

EXHIBITOR LEASE AGREEMENT & BOOTH APPLICATION

Additional Information Contact Shiloh Tonc at 435-636-3180

All red boxes are required fields. Hover mouse pointer over boxes for tips.

AGREEMENT HAS BEEN UPDATED FOR 2023, PLEASE READ CAREFULLY!

This Agreement is made in Price, Utah on _____, 2023 by and between the International Days Commission for Price City, Utah (Commission) and _____ (Exhibitor), who's information is as follows:

Name: _____

Address: _____

City, State ZIP _____

Phone: _____ Cell: _____

E-Mail Address: _____

The Commission and the Exhibitor hereby agree as follows:

The exhibitor hereby leases from the Commission a booth space located at Washington Park in Price City.

The terms of this lease shall be for the period of the International Days Festival from August 2nd – August 5th, 2023 inclusive.

1. The Exhibitor shall use the leased premises for the purpose of selling or exhibiting:

(Short description of goods or services sold)

And Exhibitor shall not make any other use of said leased premises without the written consent of the Commission.

2. The Exhibitor agrees to pay to Price City the following:

\$ _____ 10 by 10 feet booth space- \$150.00 (includes one 20-amp 120-volt connection).

\$ _____ Additional 10 by 10 feet booth space - \$75.00 (includes one 20-amp 120-volt connection).

\$ _____ Other Electrical Connections: Second 20-amp 120-volt connection per booth \$30.00 each (max. two 20-amp connections per booth space). **Call for cost and availability of electrical connections other than provided 20-amp 120-volts. See Booth Requirements and Regulations**

\$ _____ TOTAL

Exhibitors shall not reassign this Agreement or sublet the leased premises without the Commission's prior written consent.

The conditions, rules and regulations attached hereto are made a part hereof and the Exhibitor further agrees to follow the same and to be bound by the Commission's interpretation of said conditions, rules, and regulations in the event a dispute should arise concerning them.

3. This agreement supersedes and cancels any and all previous negotiations, arrangements, offers, agreements, or understandings, if any, between the parties hereto. This agreement expresses and contains the entire agreement of the parties hereto and there are no express or implied representations, warranties, or agreements between them except as herein contained. This agreement may not be modified, amended, or supplemented except in writing signed by both parties.

4. The Commission will not be responsible for any loss by fire, theft, wind, storm, explosion, or any other cause whatsoever, to any property belonging to the Exhibitor. The Commission will not be responsible for damage to said exhibit areas.

2023 International Days Booth Requirements and Regulations ~ PLEASE NO PETS IN THE PARK!

The International Days Commission's Executive Committee reserves the right to decline the leasing of booth space to an exhibitor that does not meet the festival standards including cleanliness, appropriateness and specifically to those who engage in the sale of the following prohibited items and/or services:

- Alcoholic beverages
- Firearms, Tasers, any device intended to deliver an electrical shock, fireworks, or any exploding, shocking & projectile material (authentic, toy, display or collector). This includes smoke/stink bombs or packets of any kind.
- Martial arts items, weapons, knives (exclusive of culinary implements), guns, or swords (authentic, toy, display or collector)
- Body piercing or tattoos
- Sexually oriented items, materials, toys, clothing, or pornography.
- Nuisance type merchandise (i.e.: water guns or water weenies, potato guns, silly string, disappearing ink, etc.).
- Items, merchandise, or other materials designed to encourage or solicit the use/consumption of illegal drugs or other harmful substances.
- Other items or merchandise which conflict with any Price City ordinances, State or Federal Law.

Parking, loading, and unloading

The main parking lot of the park is for handicap parking and expeditious loading and unloading of exhibitor's equipment, merchandise, stock, appliances, displays, etc. Exhibitors must move all their vehicles and trailers out of the parking lot and away from the street parking around the park once they have completed loading and unloading to permit adequate attendee parking and access. Exhibitors may park their vehicles in nearby parking lots that will be designated at the time of check-in.

Booths, booth spaces, and utility aisles

Exhibitor early arrival and check-in will begin at 1PM of the first day of the festival. Exhibitors are **NOT** allowed to enter the park before then so festival personnel may complete set up. Regular check-in begins at 7 AM the next day. Exhibitors must pay the total booth fees owed prior to occupying any booth space. All fees become non-refundable after 1PM of the first day of the festival. All booth supplies must be furnished by the exhibitor. All canopies, tarps, shelters, etc. must be anchored to the ground and able to withstand moderate to severe wind and rain conditions. Exhibitors are required to use their own stakes, weights, etc. for anchoring and may not attach to another exhibitor's property, park trees, sprinklers, utility poles, or temporary electricity distribution equipment and cannot create tripping hazards. Exhibitors must keep all merchandise, stock, equipment, appliances, vehicles, securing lines, stakes, etc. within the designated booth space that they have leased. Additional booth space, if available, may be leased from the Commission if more room is needed.

The utility aisles running down the center or side of the rows are strictly for electricity distribution equipment and the movement of festival personnel and emergency services. Exhibitor owned or operated property including, appliances, merchandise, stock, personal items, tie-downs, and stakes, chairs, tables, etc. may not be within the utility aisles at any time. Exhibitors may not use the utility aisles to connect two or more booth spaces or to expand outside of their leased booth space. Exhibitors may not block or prevent festival personnel or emergency services from readily accessing and using the utility aisles.

Exhibitors are responsible for notifying festival staff if their booth will be based out of a vehicle or trailer at the time of submitting the application and to select a booth location where the exhibitor can safely set up the vehicle or trailer and remove it from the park without disturbing adjacent exhibitors. All booth space reservations are on a first come first serve basis. Booth space may be reserved at the festival for the following year's festival.

Electricity, connections, and generators

Certain electrical connections greater than the standard 20-amps 120-volts including dedicated 20-amp 120 volts circuits are available in select locations within the park and must be secured by the exhibitor by calling Price City for the availability and cost of the connections prior to submitting the application. Exhibitors must limit electric usage to only what is necessary to conduct business during the festival and be respectful of other exhibitors' electricity needs. Exhibitors are required to bring their own extension cords and adapters and to ensure that equipment used is in proper working condition and does not pose fire, shock, or electrocution hazards. Equipment that causes any of the park's Ground Fault Circuit Interrupters(GFCI) or circuit breakers to trip must be repaired or cannot be used during the festival. Electrical connections are not allowed to be shared between exhibitors for safety purposes. Exhibitors are to immediately notify festival personnel of any electrical problems or damage that occurs such as tripped circuit breakers and GFCI receptacles, damaged cords and receptacles, and broken boxes.

Liquid or gaseous fuel (gasoline, diesel fuel, kerosene, propane, etc.) generators and inverters are strictly prohibited for use at any time during the festival.

Disputes, disagreements, and crimes

Exhibitors are to immediately notify festival personnel or patrolling law enforcement officers of any disputes, disagreements, or crimes so they may be resolved in the appropriate manners. Festival personnel will help resolve disputes and disagreements between exhibitors concerning locations, electricity, water, goods and items sold, etc.

Festival closing and clean-up

The temporary electricity distribution equipment will begin being removed by festival personnel from the park at 10 PM on Saturday night. Exhibitors may stay later and continue using electricity if they use their own extension cords to plug into permanent fixed receptacles located around the park. Exhibitors are required to have all stock, appliances, equipment, canopies, tarps, display, vehicles, and personal trash removed from the park by 10 AM Sunday morning so personnel may begin caring for the park again.

Food and Drink Exhibitors

Proof of a "Utah Health Department - Food Handlers Permit" must be provided with your booth application. Absolutely no food and/or drink booth applications will be accepted without a permit that will be current during the festival. If you do not possess a current one, they are available by contacting Brandon Pierce at the Southeastern Utah District Health office at 435-637-3671. Also, contact Brandon Pierce for Temporary Restaurant License requirements.

Waste-water is not permitted to be dumped anywhere in the park, pavilion, parking lot, and streets around the park, and must be collected in appropriate containers and removed by the exhibitor for disposal at an appropriate facility. Fresh water is provided at no cost for exhibitors preparing and selling food and drinks. The water can be obtained at one of two hydrants next to utility poles in the northern section of the park. Exhibitors are responsible for bringing their own fresh water containers to transport the water from the hydrant to their booth spaces. No one exhibitor is entitled to water more than any others and must not prevent other exhibitors from accessing the spigots. Any exhibitor that intends to attach a hose to a spigot for the entirety of the operational hours of the festival must receive permission from the festival staff and maintain the placement of the hose to prevent tripping, slips, and obstruction in open walkways. Leaks must be prevented and appropriate repairs made immediately to prevent the waste of fresh water.

Fire Prevention Requirements

International Days has always been a fun event for the entire community. As with all events posing potential hazards, common sense and safety should always be first and foremost in our minds. In effort to continue to make International Days a safe and enjoyable experience for the exhibitors and public, the following requirements have been enacted for the vendors:

- a) All types of fireworks are strictly prohibited from being stored, sold, used or ignited within the park and nearby streets.
- b) All tents and canopies should be constructed of a flame-resistant material.
- c) A minimum of five feet of access leading to the street must be maintained every 100 feet to allow for emergency services access.
- d) Each exhibitor using a heat source, regardless of type, shall have a portable fire extinguisher with a minimum rating of 3-A, 40 BC (5lb) for a dry chemical extinguisher. Those vendors who will be cooking with hot oil over 1/4-inch deep are required to have a type "K" portable extinguisher. These extinguishers can be purchased through most fire extinguisher contractors. Anyone not having the appropriate extinguishers will not be allowed to use their heating source.
- e) Electrical extension cords and adapters used for any purpose shall be appropriately labeled, meet all UL ratings, and not be overloaded beyond their capacity. They shall be placed or protected so as not to create a tripping hazard.
- f) Park permanent electrical and festival temporary electrical distribution equipment including electrical cords, distribution boxes, receptacles, and circuit breaker panels shall not be hidden, covered, blocked, or impinged by any exhibitor equipment, material, stock, appliances, booth furnishings, displays, etc. and the exhibitor shall always make it accessible to festival personnel and emergency services during the festival.
- g) Users of LP gas must adhere to the current manufacturer's recommendations when attaching an LP gas cylinder to the heating unit. All LP gas appliances, connectors and hose lines shall be in good working condition and free of any defects which may present a hazard. All LP gas cylinders must have all currently required and appropriately rated safety features.
- h) Cooking appliances must be located so as not to present a fire hazard to any tent or canopy and must also be located so as not to present a hazard to the exhibitors or event attendees.
- i) Combustible or flammable fuels, such as gasoline, lighter fluids, diesel fuel, and kerosene are not allowed to be used, stored, or sold in the park during the event and shall be stored at least 50 feet away from any tent or canopy.
- j) Refueling of all equipment shall be done at least 20 feet away from any tent, canopy or structure.

EXHIBITORS WHO DISREGARD THESE REQUIREMENTS AND REGULATIONS WILL BE EJECTED FOR THE REMAINDER OF THE FESTIVAL WITHOUT ANY REFUNDS, AND AT THE COMMISSION'S DISCRETION, MAY NOT BE ALLOWED TO PARTICIPATE IN FUTURE INTERNATIONAL DAYS FESTIVALS.