

** OFFICE USE ONLY **

Date: _____

Cash: _____

Check: _____

Initials: _____

SPACE #: _____



Initials: _____

Wellington City Pioneer Days

Vendor Booth Application

Vendor & Craft Sale Booths* July 22, 2017
***(following parade)**

Booth size: BOOTH LOCATION - FIRST COME - FIRST CHOICE

- 10 x 10 \$30.00 w/o power
- 10 x 20 \$60.00 w/o power
- 10 x 10 \$40.00 w/ power (15 amp max.) **Power cords NOT provided**
- 10 x 20 \$80.00 w/ power (15 amp max.) **Power cords NOT provided**

~ ALL Booths are to be paid PRIOR to event date! ~

Contact Name: _____

Business Name: _____

Type of merchandise or service: _____

(Be specific)

Mailing Address: _____

Street Address: _____

Phone: _____ Cell: _____

Food Handlers Permit (copy) _____

(Food Handlers permit MUST be attached to back of this form)

Tax ID # _____ SS # _____ Tax Exempt # _____

(REQUIRED FOR TAX COMMISSION PURPOSES)

SIGNATURE _____ DATE _____

YOU MUST PROVIDE YOUR OWN SHADE PROTECTION, TABLES AND CHAIRS FOR YOUR BOOTHS. ** Booths needing power are responsible to provide own power cords, etc.

Wellington City, or staff are not responsible for loss, damages, theft, or injury while you or your representative participate at this event.

*****Wellington City Reserves the right to limit OR refuse Vendors / Booths*****

PLEASE FILL OUT VENDORS RELEASE FORM ON BACK

150 West Main Street ♦ PO Box 559 - Wellington, UT 84542 ♦ 435-637-5213 ♦ Fax 435-637-1586

Wellington City

Vendor's Release, Waiver, and Indemnity Agreement

I hereby acknowledge that I voluntarily applied to provide vendor services for Wellington Pioneer Days activities, including, but not limited to food, beverages and other items for sale. I acknowledge that I am responsible for my own liability insurance to cover any accident, etc., while providing services within Wellington City Park.

AS LAWFUL CONSIDERATION of being permitted to enter upon and use the WELLINGTON CITY PARK and of being permitted to provide vendor services at the PARK, I, the undersigned, for my heirs, distributees, legal representatives, next of kin and assigns agree to the provisions set forth below.

1. I hereby release, waive, discharge and covenant not to sue, make a claim against the property of or otherwise prosecute Wellington City, its Mayor, City Council, employees or agents, hereafter collectively referred to as "City," for liability on account of damage to the property or injury to the person or death of the undersigned, whether caused from the passive or active negligence of the undersigned of injury to the person or death of any person, while the undersigned is providing food, beverages or other vendor services at the CITY facilities.
2. I hereby agree to indemnify and save and hold harmless the CITY from any loss, liability, damage or cost that the CITY may incur due t any food, beverage or material which the undersigned sells, or any other act of the Undersigned while the Undersigned is using the PARK facilities or selling food, beverages or any other materials.
3. I expressly agree that the foregoing Releaser Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Utah. I further agree that if any provision of this agreement is held to be invalid, nevertheless the balance of the agreement shall continue in full legal force and effect.
4. **I AGREE TO COMPENSATE OR REIMBURSE CITY FOR ANY COSTS, EXPENSES OR DAMAGES, INCLUDING ATTORNEY FEES, RESULTING FROM ANY CLAIM BROUGHT AGAINST CITY FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, WHICH ARISE AS A RESULT OF THE PASSIVE OR ACTIVE NEGLIGENCE OR OTHER ACT OF MINE WHILE PROVIDING, OR AS A RESULT OF PROVIDING FOOD, BEVERAGE, OR OTHER VENDOR SERVICES AT THE CITY.**
5. **I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE COVENANT NOT TO SUE CONTAINED HEREIN AND VOLUNTARILY SIGN THIS RELEASE, WAIVER, OF LIABILITY AND INDEMNITY AGREEMENT.**

I am over the age of eighteen (18) years.

Date: _____

Name: _____

Address: _____

Phone: _____

Signature: _____