

**2022 SOLDIER HOLLOW CLASSIC SHEEPDOG CHAMPIONSHIP & FESTIVAL
PRODUCT VENDOR AGREEMENT, EVENT RULES & POLICIES and
EVENT REFERRAL AND REBATE FORM**

AGREEMENT

Thank you for your interest in becoming a vendor or returning as a vendor to the Soldier Hollow Classic Sheepdog Championship & Festival (Event) on September 2 through September 5, 2022. The Event takes place annually at Soldier Hollow Nordic Center in Wasatch Mountain State Park at 2002 Soldier Hollow Lane, Midway, UT 84049.

The Event is open to all vendors who first meet the conditions and expectations as defined in the included Vendor Rules & Policies, and upon acceptance and notification from the Festival Manager enters into this agreement with SH Sheepdog, LLC (SH). Vendors may be requested to produce a list of items for sale with pricing and images of their products and booth prior to a final decision as to acceptance.

The complete and signed agreement must be returned to the Festival Manager c/o Judy Klautt by email or US Mail as soon as you know, and before the deadline of June 15, 2022. Email to Judy@soldierhollowclassic.com or mail: SH Sheepdog, LLC, c/o Judy Klautt, PO Box 1356, Midway, UT 84049. Thank you!

Vendors will be reviewed as agreements are received, and an email notice of acceptance or regret based on complete and signed agreements will be sent to you. If your agreement is accepted, the acceptance email will include an invoice of fees due on or before June 30, 2022. Fees are payable by check **(credit card TBD as of 1/14/22)** to SH Sheepdog, LLC c/o Judy Klautt, PO Box 1356, Midway, UT 84049. Once this invoice is paid in full on or before June 30, 2022, your vendor acceptance will be confirmed by email.

VENDOR INFORMATION - COMPLETE ALL ITEMS OR AGREEMENT WILL BE RETURNED

Name of Vendor Contact: _____

Vendor Name: _____

Business Name (if different from Vendor Name): _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____ Email: _____

Utah Tax ID, EIN, or Social Security: _____ (required by the State of Utah)

Vehicle 1 model/color: _____ License plate: _____

Vehicle 2 model/color: _____ License plate: _____

1. Payment Information. Vendor agrees to the following terms.

- a. Please do not pay at the time the agreement is submitted.
- b. An initial notification of acceptance and an invoice will be emailed to all accepted Vendors.
- c. Payment by check for the initial invoice is due on or before June 15, 2022.
- d. Final invoice will be generated post event on or before September 15, 2022.
- e. Payment by check for the final invoice is due on or before September 30, 2022.

f. Acceptable Forms of Payment: Personal or Business Check made payable to SH Sheepdog, LLC or **Credit Card (TBD as of 1/14/22)**

g. Mail Check made payable to SH Sheepdog, LLC to: SH Sheepdog, LLC, c/o Judy Klautt, PO Box 1356, Midway, UT 84049

2. **Cancellation Policy.** Vendor agrees to the following terms.

- a. Cancellation of accepted vendor agreements made prior to June 16 will be subject to a \$20.00 administrative fee.
- b. Cancellation of accepted vendor agreements made from June 16 through August 15 will be subject to a 60% cancellation fee.
- c. Cancellation of accepted vendor agreements made after August 15 forfeit all fees paid.

3. **Product Vendor Performance.** Product Vendor agrees to operate in the area provided by SH which complies with all state and local regulations and health codes and the following conditions.

a. Product Information

Description of and general pricing for products offered at your booth:

Products offered at my booth are (check and describe all that are applicable)

___ Handmade arts and crafts, made by myself or members of my family: _____

___ Items representing shepherding cultures, or the culture of: _____

___ Primarily made from these fibers: _____

___ Machine made in: _____

___ Handmade by artisans from: _____

___ Associated with Sheep, Dogs or Agriculture: _____

Other Information on my products: _____

b. Product Guidelines

All products offered for sale in Product Vendor booths at the Event must meet the following general guidelines. If you are unsure if your products meet these guidelines, email the Festival Manager, Judy Klautt, at Judy@soldierhollowclassic.com before sending in your application. There may be an opportunity to participate as an Event Sponsor.

___ (initial) Products for sale must fit under ONE of the following broad guidelines:

- 1. Handmade items.
- 2. Items having to do with dogs.
- 3. Items having to do with traditional agriculture.
- 4. Items representing shepherding cultures (Scottish, Irish, Welsh, English, Basque, Greek, Navajo, Australian, New Zealand, Hispanic, South American etc.).
- 5. Other: Please describe _____

c. Handmade Arts and Crafts

___ (initial) Products representative of shepherding cultures but produced in other non-native countries (frequently called knock-offs) may not be sold at the Event. The determination and decision of the Festival Manager in this regard is final. Vendors selling such products will be asked to remove them from their booth. If they do not, vendor agrees to leave and forfeit all vendor fees.

1. _____ (initial) Products must be suitable for their intended purposes and in excellent condition. Additionally, Vendors must truthfully represent the origin of the products, materials of production and all other available information about the item.
2. _____ (initial) Product Vendor booths may not sell any food or beverage products intended for on-site consumption.
3. _____ (initial) Any products in question in regard to the above policies are subject to the final decision of the Festival Manager as to whether or not they may be sold at the Event. If you are in doubt, email Judy@soldierhollowclassic.com.

d. For First Time Vendors

Did another Vendor recommend this Event? ___ Yes ___ No

If yes, name of that Vendor: _____

4. Sales Tax Collection, Reporting, Agreement of Vendor Rules

1. Vendor agrees to abide by the laws of the State of Utah and Wasatch County and additionally agree to abide by these and any other vendor rules posted or otherwise communicated by the Vendor Court Directors or the Festival Manager at any time during the event.
2. Each vendor is responsible for collecting all applicable sales tax and properly forwarding that tax to the Utah State Tax Commission.

5. Vendor Site Information required. Please complete all information!

a. Initial: _____ Vendor Site Definition: Vendor will need the following space (depth and width in feet please) for their booth:

_____ trailer

_____ tent

b. Initial: _____ Water Barrels, \$30/barrel estimated: Vendor tents (owned and rented) are required, to avoid damage or injury because of wind, to rent from the Event, a minimum of 4 x 55-gallon h2o barrels (for 10' x 10' tent) or 6 x 55-gallon h2o barrels (for 10' x 20' tent) for tie downs.

_____ Please enter the estimated number of water barrels you will rent.

c. Initial: _____ RENTALS: Tent, Tables, Chairs. Vendor will rent (prices estimated from 2021), the rental company will setup and teardown, the following number of items:

1. _____ 10' x 10' (\$230 estimated) or _____ 10' x 20' (\$350 estimated) Tent with 3 fixed sides

2. _____ 10' x 10' (\$260 estimated) or _____ 10' x 20' (\$410 estimated) Tent with 3 fixed sides and 1 sliding front

3. _____ 10' x 10' (\$150 estimated) or _____ 10' x 20' (\$242 estimated) Tent/Canopy with no sides

4. _____ Other, please define: _____

5. _____ 8' tables (\$11/table estimated)

6. _____ folding chairs (\$2/chair estimated)

d. Initial: _____ OWNED: Tents/Booths. Vendor owns and will bring the following number of items:

1. _____ 10' x 10' or _____ 10' x 20' Tent with 3 fixed sides

2. _____ 10' x 10' or _____ 10' x 20' Tent with 3 fixed sides and 1 sliding front

3. _____ 10' x 10' or _____ 10' x 20' Tent/Canopy with no sides

4. _____ Other, please define: _____

e. Initial: _____ Power for Product Vendors

By special request only, based on availability and final Vendor attendance. May impact location of Product Vendor at the event. Vendor is responsible to bring their own extension cords to support their needs, up to 100

ft depending on assigned location. Actual hook up of items approved will be scheduled with and completed by Utah Olympic Legacy Foundation staff (UOLF) during Vendor check-in only, no exceptions. SH and UOLF are not liable for any damage to Vendor property or business caused by power outages or power surges or Vendor failure to order adequate power.

Please define your power needs (details required): _____

Please email Festival Manager Judy Klautt, judy@soldierhollowclassic.com with for more information.

6. **Vendor Compensation to the Event.** No payment is due until you receive an email invoice from the Festival Manager.

- a. Initial: _____ Each Product Vendor will pay a non-refundable site fee as follows, due upon vendor acceptance and receipt of invoice, and paid by check to SH Sheepdog, LLC on or before June 15, 2022.

Please check the line below for the space you will need:

_____ \$225 for a 10' W by 10' D booth space

_____ \$340 for a 20' W by 10' D booth space

_____ Other space as defined/price TBD: _____

- b. Initial: _____ \$30.00/55 gallon water barrel (estimated from 2021 rental). Number and amount dependent on your individual setup. Required for all tents.
- c. Initial: _____ Payment for rentals. Based on rental reservations above, Product Vendor, upon vendor acceptance and receipt of invoice, will pay the estimated amount for the rentals by check to SH Sheepdog, LLC on or before June 15, 2022.
- d. Initial: _____ Final Billing (if needed). The Event will send an invoice to each Product vendor by September 15, 2022, listing any agreed upon adjustments to rental items and payment for any ice purchased from the Event.

Payment in full is due or postmarked, and/or any refunds will be processed, on or before September 30, 2022.

- e. Initial: _____ In the event of dispute: In the event legal action is needed for SH to collect full funds due SH under this agreement, vendor agrees to pay all reasonable court costs and legal fees accumulated by SH in collecting said funds.

7. **Product Vendor Rules & Policies**

- a. Product Vendor Check-In and Setup
1. Product Vendors and Sponsors are required to check in and setup on Thursday, September 1, 2022 from 4 p.m. to 7 p.m., and may use their vehicles for this purpose.
 2. Product Vendors may setup on Friday morning from 7:30 a.m. to 9:00 a.m., with no vehicle access to the Product Vendor area, with access on foot only from the maintenance building.
 3. You may not check in or set up outside of these hours. No exceptions please.
- b. Product Vendor Hours of Operation – there are no exceptions to these hours of operation.
1. Friday, Saturday, Sunday and Monday: 10:00 a.m. to 5:00 p.m. Vendor agrees to be open for service for this time period minimally, or when the Vendor Court Directors notify the vendors.
 2. All days: Vendors are encouraged to operate earlier and later at their option. The event opens daily at 08:00 a.m., closing approximately 05:00 p.m. daily.

3. Product Vendors who fail to check in, setup and participate during all documented times are subject to 100% of their vendor fees being forfeited and may not be allowed to participate in the event, subject to the Festival Manager and Vendor Court Directors.
- c. Booth Staffing
Failure to staff a booth for all four days and for the required Hours of Operation may result in the vendor booth being closed and removed for the remainder of the event, and 100% of vendor's fees being forfeited.
- d. Vendor Clean Up – Daily and Post Event
1. Vendor agrees to thoroughly clean the space occupied and surrounding area, during each event day and at the end of each event day, removing all packaging and garbage to the dumpsters provided by the Maintenance Building near the refrigerated trailer.
 2. Vendor agrees to thoroughly clean the space occupied and surrounding area, at the end of the event and before Tuesday, September 6, 2022.
 3. Cleanup includes pick-up of all litter within 20 feet of vendor's booth and emptying the garbage in the Event dumpster by the maintenance building.
 4. If the area is not cleared of all trash and vendor debris daily and/or post event, vendor agrees to pay SH a clean-up fee of an additional \$100.00 per hour (one-hour minimum fee).
- e. Product Vendor Motorized Vehicle Access
1. All access is subject to the guidance of the Vendor Court Directors or Festival Manager.
 2. Product Vendors may bring motor vehicles into the Product Vendor area Thursday evening during check in only.
 3. Product Vendors agree that all motorized vehicle deliveries in the event area will be made prior to 7:45 a.m. on each event day.
 4. On each event morning (Friday, Saturday, Sunday and Monday), product vendors must safely remove all motor vehicles using the access road in and out of the venue past the maintenance building only, from the Product Vendor area by 7:45 a.m., prior to the event opening of 08:00 a.m.
 5. After 7:45 a.m. through the close of the event (about 5 – 6 p.m.), Product Vendors may deliver product to the Maintenance building area but from that area deliveries must be made by hand using vendor supplied carts or dollies, or one of the Event supplied garden wagons. Vehicles must be returned to the parking lot post delivery
 6. On each event afternoon and until the last dog runs (normally about 5 to 6 p.m.), or until the Vendor Court Directors open the vehicle access gates, motorized vehicles are not allowed in the Vendor area.
 7. ALL VEHICLE TRAFFIC IS TO BE AT WALKING SPEED IN THE VENDOR AND MAINTENANCE BUILDING AREAS.
- f. Vendor Venue Entry and Parking Passes
1. Vendors will be allocated sufficient entry and parking passes or wristbands to staff their event during Setup/Check-in. Additional items can be obtained upon request from Vendor Court Directors or Festival Manager at their discretion.
 2. Vendors agree to use official Vendor entrance only, currently using the asphalt drive past the maintenance building and into the Courtyard area, as directed by Vendor Court Directors or Festival Manager.
- g. Vendor Parking Lot
Vendor parking during the Event is in the gravel lot, adjacent to the asphalt handicap lot by the spectator / maintenance shop entrance. Vendor parking is first come first served.
- h. Venue Rules
Please initial, Vendor agrees to comply with the following:
1. _____ (initial) Smoking, e-cigarettes or vaping of any kind is not allowed anywhere on the Event venue / inside Wasatch Mountain State Park.
 2. _____ (initial) Camping is not allowed inside the festival area or by the vendor booths/tents/trailers.

3. _____ (initial) 2022 update: Camping reservations for the Soldier Hollow State Park Group Pavilion (sites with and without services) will not be available this year due to State construction. Camping at other local State Park or private facilities is available in Heber Valley, making your own reservations.
4. _____ (initial) Garbage. The area in and around your booth(s) will be kept clear of garbage and litter by the Vendor during the day, at the end of each day, and at the end of the event. Garbage cans provided by the Event but must be emptied by the Vendor as they fill at all times. Dumpsters are provided for your use by the Maintenance Building. Failure to follow this rule on a daily basis will incur charges as described in Item 9.e.4 above.

i. Additional service information for Product Vendors:

1. SH agrees to provide a freezer trailer with ice for purchase for use by all vendors
2. Event agrees to provide garden wagons for delivery purposes first come first served

8. **CONSTRUCTION DISCLOSURE**

In preparation for an Olympic bid for either the 2030 or 2034 Winter Olympics, the Utah Olympic Legacy Foundation (UOLF) requested State funding for upgrades at the Utah Olympic venues, including the Soldier Hollow Nordic Center (SHNC), home of the Soldier Hollow Sheepdog Classic. While the funding request is not yet in the 2022 budget, the UOLF is optimistic that funding will be approved this year, but we won't know that until the end of the session, which is March 4, 2022. If funding is approved, we still won't know when construction will begin, but we expect it is likely to occur sometime during the next three years. If the UOLF decides to begin construction at SHNC this year, we anticipate knowing that before April 30, 2022. There are several events scheduled at SHNC for this summer, including this Event. However, should the UOLF decide to begin its construction at SHNC this year, this Event will be canceled, but we would proceed with the Event in 2023. This uncertainty is difficult for all of us. When we receive any update on funding and UOLF's construction plans, we will notify you. Thank you for your understanding.

9. **Resolution of Conflict**

The vendor agrees to abide by the rules of this agreement, all posted rules, and by all rules and directions communicated by the Vendor Court Directors, Festival Manager or Competition Manager. The vendor agrees that failure to abide by said rules and or directions is a violation of this Agreement and in such case the vendor will at the direction of the Vendor Court Directors, Festival Manager or Competition Manager, leave the Venue and will in such case forfeit all vendor fees paid to the Event. If the vendor feels that said actions were unfair or wrong in any manner, the vendor agrees that their only and sole recourse is to file claim in local small claims court and that in such case the maximum restitution to which they might be entitled is the vendor fee they paid to the Event, or a prorated portion of that fee should they be asked to leave the Event after the Event has started.

10. **No Employment Relationship Created**

It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract or relationship between the SH on the one hand, and Vendor and any of its employees on the other, nor does it create a joint relationship or partnership between the parties. Vendor's relationship to SH is solely and exclusively that of an independent contractor. SH is interested only in the in the results to be achieved and the conduct and control of the Work shall be solely with the Vendor.

11. **Definitions for Liability and Insurance**

- a. "Event" or "Activity" refers to the Soldier Hollow Classic Sheepdog Championships & Festival at the Soldier Hollow Nordic Center and any related activities, including Vendor and Contractor participation in any form, providing food, beverage, retail or other related services as a Vendor or Contractor, and including all activity or services performed before, during and after the Event.
- b. "Released Parties" refers (individually and collectively) to the SH Sheepdog, LLC, its' members, owners, invitees, employees, volunteers, and all other representatives or agents of SH Sheepdog, LLC, (jointly referred to as "SH"), the Soldier Hollow Nordic Center, the Utah Olympic Legacy Foundation, the State of Utah, Department of Parks

and Recreation and the Utah Stockdog Club Association and its' owners, officers and members and all sponsors and advertisers of the Event. All of the above collectively are "Released Parties".

12. Acknowledgement of Risks

Vendor or Contractor acknowledges that participation in and for SH and the Event and related activities entails known and unanticipated risks that could result in damage to myself, my employees, volunteers, customers, and others and/or damage to equipment or other property. Risks include, but are not limited to dangers, both known and unknown, resulting from weather, spectators, other participants, exposure to infectious disease, power outages or power surges, facilities, staff, terrain, dogs, and livestock. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Event. I know, understand, and appreciate these and other risks that are inherent in the participation in the Event. I understand that the risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense of any kind, that I may experience or incur in connection my attendance at or participation in the Event or related activities. In conjunction with my participation in the Event, I release, waive, discharge, covenant not to sue the Released Parties from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or relating to any loss, or expense (including court costs and reasonable attorney fees) of any kind or nature which arises out of or results from my participation in the in the Event and related events, including claims for liability caused in part by the negligent acts or omissions of the Released Parties.

13. Liability, Payment and Hold Harmless

In consideration of acceptance as a Vendor or Contractor at the Event, I agree that I am solely responsible for all costs incurred for any and all damage done to livestock, property, equipment, or persons, caused by either myself or by employees or persons acting directly or indirectly at my direction while at the Event at Soldier Hollow Nordic Center (grounds administered by the Utah Athletic Foundation / Utah Olympic Legacy Foundation, Soldier Hollow Nordic Center, The State of Utah Department of Parks and Recreation or by Wasatch Mountain State Park). I further agree to promptly pay fair and reasonable restitution for such damages. I realize that by attending the Event that I am attending an Event with dangers both known and unknown including but not limited to potential damages due to weather, spectators, competitors, facilities, staff, terrain, dogs and livestock and all risks noted above. I expressly agree to hold harmless and not liable for said damages the Released Parties defined above.

14. Soldier Hollow Nordic Center Liability Release

Vendor or Contractor agrees to sign Soldier Hollow Nordic Center's electronic only Liability Release, prior to entering the Event for the first time. A link for this release will be provided to all accepted Vendors and Contractors at least one month prior to the Event.

15. Insurance

Vendor or Contractor shall at all times during the term of this Agreement, carry the policy(ies) and require its' subcontractors to carry the policy(ies), for the following insurance.

- a. Worker's Compensation insurance for all employees as may be required by applicable state law.
- b. Commercial General Liability of not less than \$1,000,000 per each occurrence. Such insurance shall include coverage for claims arising from all activities performed by Vendor or Contractor.
- c. Vendor or Contractor understands that Certificate(s) of Insurance are required by the Event and must be submitted to the Festival Manager by email to Judy Klautt, Judy@soldierhollowclassic.com on or before August 1. Failure to provide the required Certificates of Insurance on or before August 1, will cancel Vendor or Contractor participation in the Event without refund.
- d. Automobile Liability - If vehicles will be used in the performance of the work at the Event, Commercial General Automobile Liability insurance.
- e. Primary Coverage - Vendor or Contractor's policies shall be primary coverage for SH, regardless of other insurance SH may have available.

16. **Images.** I grant Event and SH permission to use images of my Vendor space and staff taken at the Event to be used in promotion of the Event in this and future years.

17. **Force Majeure**

The Event will take place rain or shine. SH shall not be liable for any cancellations, delays or failures in performance due to circumstances beyond its control. In case of cancellation of the event or unavailability of the event space for specified use due to war, governmental action or order, act of God including, but not limited to, extreme weather, fire, or other natural calamity, strike, labor disputes, pandemic, or any other cause beyond SH's control, this Agreement shall terminate, and the vendor shall be entitled to the return of the rental space fee for the event space less an amount equal to the total costs and expenses incurred by SH in connection with the preparation of Vendor's Event Space. Refund of the Rental Space Fee (or a portion thereof, as applicable) as provided in this section, shall be the exclusive remedy of the Vendor against SH or its representatives, employees, agents, invitees, licensees, affiliates, and all other related parties in the case the event is canceled or rescheduled, or the event space is unavailable for use. In case of damage to the vendor through war, governmental action or order, act of God, including, but not limited to, weather fire, strike, labor disputes, pandemic, or any other cause beyond the Event's control, the vendor expressly waives all liability and completely releases and holds harmless SH of and from any and all claims for damage to person and property and agrees that the Event shall have no liability whatsoever.

Your Name (please print): _____

Business Name (please print): _____

Signed and Agreed to By: _____ Date: ____/____/2022

Please return by mail or email this completed document, 2022 list of items for sale with pricing and images of my booth on or before June 15, 2022 for review and acceptance, to:

SH Sheepdog, LLC
c/o Judy Klautt, Festival Manager
PO Box 1356
Midway, UT 84049
Judy@soldierhollowclassic.com

For questions, please email Judy@soldierhollowclassic.com - Thank you!

EVENT REFERRAL AND REBATE FORM

Thank you for sharing the good word and inviting quality Vendors to this Event.

The components for your rebate are simple!

1. Fill out this form with your name and mailing address.
2. List the new Vendor that you invited on this form.
3. They must list you as having invited them on their application.
4. Mail or email this form to Judy@soldierhollowclassic.com, SH Sheepdog, LLC Vendor Referrals, c/o Judy Klautt, PO Box 1356, Midway, UT 84049
5. For Vendors, you will receive a rebate for \$50 for each new Vendor that attends the Event.
6. Rebates will be paid only if the following conditions are met:
 - a) The invited Vendor must be new or an accepted return Vendor to the Event (neither the business or the person has been here as a Vendor since 2017).
 - b) Both the invited Vendor and the Vendor applying for a rebate participated as Vendors at this year's event, paid all Vendor fees due and followed the Vendor rules and policies listed, and completed and signed their Vendor Agreement.

Your Name: _____

Your Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email: _____

New Vendors invited that will be coming. Please provide contact name, business name, email and phone number.
Thank you!

1. _____

2. _____

3. _____

4. _____