

**2024 SOLDIER HOLLOW CLASSIC SHEEPDOG CHAMPIONSHIP & FESTIVAL**  
**FOOD and BEVERAGE APPLICATION, EVENT RULES & POLICIES and**  
**EVENT REFERRAL AND REBATE FORM**

**AGREEMENT**

Thank you for your interest in becoming a new Vendor, and our sincere thank you to those returning as Vendors / important members of the Soldier Hollow Classic event family. 2024 is a very special year with the event date change to Memorial Day Weekend and a celebration of the events' 20<sup>th</sup> Anniversary. 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 for application by all Vendors who first meet the conditions and expectations as defined in the included Vendor Rules & Policies. Upon acceptance and notification from the Festival Manager, the Vendor enters into this agreement with SH Sheepdog, LLC (SH). Vendors are requested to produce current menus with pricing and images of their products and booth along with their application prior to a final decision of 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 February 21, 2024. Email to [Judy@soldierhollowclassic.com](mailto: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 initial invoice of fees due on or before March 21, 2024. Fees are payable by check only to SH Sheepdog, LLC c/o Judy Klautt, PO Box 1356, Midway, UT 84049. Once this invoice is paid in full on or before March 21, 2024, 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. A notification of acceptance and an initial invoice will be emailed to all accepted Vendors.

- c. Payment by check for the initial invoice is due on or before March 21, 2024.
- d. The final invoice will be generated post event and emailed on or before June 6, 2024.
- e. Payment by check for the final invoice is due on or before June 20, 2024.
- f. Acceptable Forms of Payment: Personal or Business Check made payable to SH Sheepdog, LLC.
- 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 February 21 will be subject to a \$20.00 administrative fee.
- b. Cancellation of accepted Vendor agreements made from February 21 through May 9 will be subject to a 60% cancellation fee.
- c. Cancellation of accepted Vendor agreements made after May 9 forfeit all fees paid.

3. **F&B Vendor Performance.** F&B 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. **Item Category Exclusivity**

- i. At the time of this agreement (September 22, 2023), category exclusivity is temporarily reserved for the following historical Vendor items or signature products, pending Vendor application and acceptance.
  - 1. Korean Rice Bowls
  - 2. BBQ Smoked Pork Sandwiches and Spareribs
  - 3. Gyros, Lamb Burgers, Lamb Roast & Lamb BBQ Dinner
  - 4. Beef Hamburgers, Beef Cheeseburgers, Funnel Cakes
  - 5. Hawaiian BBQ (Chicken and Pork) and Otai
  - 6. Dippin' Dots
  - 7. Shaved Ice Beverages
  - 8. Smoothies
  - 9. Kettle Korn
- ii. SH may add or remove items to the list of exclusive items through May 9, 2024, through written notice to Vendors and Vendors also may not sell items falling under those added categories or signature products. After May 9, no additional items will be added to reserved product categories and Vendors may sell any item(s) not falling under one of the exclusive product categories or signature products in addition to items within their categories.
- iii. Vendors are encouraged to contact the Festival Manager, Judy Klautt at [Judy@soldierhollowclassic.com](mailto:Judy@soldierhollowclassic.com) to clarify any question they have as to individual products that may be in question. Final interpretation as to what constitutes exclusivity at this Event and under this agreement is at the sole discretion of the Festival Manager.
- iv. Vendors who feel that their category exclusivity is being infringed upon should appeal their concern directly to the Festival Manager and all parties agree, that by signing this agreement, the Festival Manager's decision is final and binding in this regard.

b. **Exclusive products for sale:** The following Food and/or Beverage category or signature items are requested by Vendor for exclusivity.

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c. **Open Items:** These items are open to all Vendors: regular french fries, hot dogs, breakfast foods, coffee and tea, canned or plastic bottled water and soda. NO BEVERAGES IN GLASS BOTTLES PLEASE. Thank you!

- d. **Lamb:** Vendor (not beverage, snack or dessert Vendors) agrees, if possible, to offer at least one menu item that contains Utah grown American lamb (absolutely no imported lamb).
- e. **Beverages:** All F&B Vendors may sell any water or soda beverages of their choice. No 12oz. beverage will be sold for less than \$1.00.
- f. **Breakfast:** Vendors are encouraged to offer breakfast items and may open earlier than the Vendor Hours of Operation at their option. Please answer the following questions.
  - i. Will you offer breakfast? Yes or No: \_\_\_\_\_
  - ii. Breakfast Menu Items and prices:  
\_\_\_\_\_
  - iii. Hours for Breakfast: \_\_\_\_\_
  - iv. Event days you'll offer Breakfast: \_\_\_ Fri \_\_\_ Sat \_\_\_ Sun \_\_\_ Mon
- g. **Kid's Meal:** Vendor (not beverage, snack or dessert Vendors) agrees to offer at least one "kid's meal" which will retail for as low of a price as possible (under \$10.00 - kid's size entree, side and drink). **Kid's meal to be described and priced below.**
- h. **Menus and Pricing:** Vendor's specific event menus (including kid's meal) and pricing for all items are required and documented below. You may also attach a separate document/menu to this agreement.

Menu Item:	Item Price:

- i. **General:** Vendor agrees to run a friendly, clean, well run food booth, using quality ingredients and meeting all Wasatch County requirements (see below), for all four days/and duration of the event.

**4. Wasatch County Temporary Health Permit for Temporary Food and Beverage Vendor**

Vendor agrees to make application at least 45 days before the event and before April 7, 2024, and in a timely manner with Wasatch County, for a Temporary Health Permit for Temporary Food and Beverage Vendors, and to comply with all Wasatch County Health Department requirements at:

[www.wasatchcountyhd.org/Programs/EnvironmentalHealth/FoodService/TemporaryFoodEvents.aspx](http://www.wasatchcountyhd.org/Programs/EnvironmentalHealth/FoodService/TemporaryFoodEvents.aspx)

**Please do not leave this permit until the last minute, taking care of this as soon as you receive your acceptance email and your initial invoice is paid.**

**5. Wasatch County Fire Department – Current Fire Inspection / Sticker and Current Fire Extinguisher**

All Vendors preparing food are required to have a current fire inspection sticker displayed and a current fire extinguisher present. The Wasatch County Fire Department will do an inspection of the food Vendors on Thursday afternoon before the event to ensure these requirements are met.

**6. Sales Tax Collection, Reporting, Agreement of Vendor Rules**

- a. 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.
- b. Each Vendor is responsible for collecting all applicable sales tax and properly forwarding that tax to the Utah State Tax Commission.

**7. Vendor Site Information required. Please complete all information!**

- a. Initial: \_\_\_\_\_ Vendor Site Definition: Vendor will bring their own (include # of items and width/depth in feet of each please):

\_\_\_\_\_ trailer (number of and size)  
\_\_\_\_\_ booth (number of and size)  
\_\_\_\_\_ tent (number of and size)  
\_\_\_\_\_ additional required vehicle (number of and size)

- b. Please document below the definition of, and entire square footage (total width and total depth) that you require.

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ Please enter the estimated number of water barrels you will require.

Water Barrel Rental fees will be invoiced post Event based on the actual number of barrels used in the final setup.

- d. Initial: \_\_\_\_\_ Tents may be available for rental through the Festival Manager using the Event's provider. Please email [Judy@soldierhollowclassic.com](mailto:Judy@soldierhollowclassic.com) for more information before April 10, 2024.
- e. Initial: \_\_\_\_\_ Ground Cover: If you are working on the ground (in a tent or booth), Wasatch County requires a solid surface (tarp suggested) on the ground. This tarp or flooring is not supplied by the Event. Please be sure to bring and remove at the end of the event, your own tarp or plywood sheets.
- f. Initial: \_\_\_\_\_ Ice for purchase, \$5/large bag estimated. Number of bags of ice purchased are recorded at the Event and invoiced post Event.

\_\_\_\_\_ Please enter the estimated number of bags of ice you will purchase.

- g. Initial: \_\_\_\_\_ Power – Light Use, \$10/connection. Please document below the number of Light use connections (cash registers, limited low amp use) you require.

Fees will be added to your post event invoice based on actual event use.

Initial: \_\_\_\_\_ Reservations for and complete needs are required below. 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 ordered will be scheduled with and completed by Utah Olympic Legacy Foundation (UOLF) staff 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 enter the number of Light Use connections you require.

- h. Initial: \_\_\_\_\_ Power – 110v/20-amp, \$30/connection. Please document below the number of 110 volt dedicated 20-amp circuits (warmers, trailers, etc.) you require.

Fees will be added to your post event invoice based on actual event use.

Initial: \_\_\_\_\_ Reservations for and complete needs are required below. 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 ordered will be scheduled with and completed by UOLF staff 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 enter the number of 110v/20-amp circuits you require.

- i. Initial: \_\_\_\_\_ Power – 220v, \$60/connection. Please document below the number of 220-volt circuits you require. Fees will be added to your post event invoice based on actual event use.

Initial: \_\_\_\_\_ Reservations for and complete needs are required below. 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 ordered will be scheduled with and completed by UOLF staff 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 enter the number of 220-volt circuits you require.

- j. Initial: \_\_\_\_\_ Rental Tables and Chairs – Please document below the number of 8’ rental tables and folding chairs you will rent.

Rental fees will be added to your post event invoice.

\_\_\_\_\_ Please enter the number of 8’ rental tables (2024 rental estimate is \$12.00)

\_\_\_\_\_ Please enter the number of folding chairs (2024 rental estimate is \$3.00)

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

- a. Initial: \_\_\_\_\_ Each F&B Vendor will pay a **non-refundable setup fee** as follows, due upon Vendor acceptance and receipt of initial invoice, and paid by check to SH Sheepdog, LLC on or before March 21, 2024.

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

\_\_\_\_\_ \$150.00 for a 20’ d x 20’ w space

\_\_\_\_\_ \$225.00 for a 20’ d x 30’ w space

\_\_\_\_\_ \$300.00 for a 20’ d x 40’ w space (maximum allowed)

- b. Initial: \_\_\_\_\_ \$37 estimated per **55 gallon water barrel**. Number and amount dependent on your individual setup and final vendor layout. Required for all tents and canopies.
- c. Initial: \_\_\_\_\_ **Volunteer/Employee/Staff F&B Vendor Vouchers** – initial if you agree to participate. Vendor agrees by initialing this item, to be reimbursed up to \$12.00 only, which may be a discounted rate from your menu, in support of the Event volunteers and staff. The Event will not be reimbursing Vendors more than \$12.00 per voucher. Thank you for your support!
- i. Valid for Food/Snacks/Frozen items/Beverages with a maximum allowance (sale) and reimbursement to Vendor per voucher of \$12.00.
  - ii. Vouchers will be treated as a normal sale and included in your daily gross sales tapes/reports.
  - iii. Vouchers must have a receipt attached OR the item(s) sold and exact sales amount written on each voucher to be accepted for reimbursement. No exceptions please.
  - iv. **IMPORTANT DAILY VENDOR TASK TO BE ENFORCED IN 2024:** Before leaving the Event each day, Vendor agrees to give all redeemed vouchers, with either a receipt attached or items sold and amount written on each voucher (up to \$12.00), along with your daily Gross Sales transaction tape or email, to the Vendor Court Directors or Festival Manager. If the sales receipt is not attached, or items purchased and cost is not written on the voucher, or the vouchers are not received daily, the vouchers will be considered invalid, and no reimbursement will be provided to Vendor.
  - v. The amount for vouchers received daily, properly documented and in compliance with these rules, up to \$12.00 per voucher, will be deducted from your final invoice.
  - vi. Initial: \_\_\_\_\_ Vendor understands that in 2024 if this process is not followed, or a reason provided to Judy Klautt that the process can't be followed, Vendor will not be eligible for the 5% Timely Payment Commission Discount.
- d. Initial: \_\_\_\_\_ **Total Gross Sales**. Vendor agrees to use a cash register or like piece of equipment which produces a separate and daily running total of GROSS SALES (cash, check and credit card). Daily, Vendor agrees to have and submit the by day running total of GROSS SALES to the Vendor Court Directors or Festival Manager.  
Initial: \_\_\_\_\_ Vendor understands that in 2024 if this process is not followed, or a reason provided to Judy Klautt that the process can't be followed, Vendor will not be eligible for the 5% Timely Payment Commission Discount.

NOTE: If you cannot comply with this rule in 2024, please email Judy Klautt, Festival Manager at Judy@soldierhollowclassic.com. The email must contain details supporting what you will do to provide all daily vouchers and Gross Sales information for consideration as requested above, prior to being accepted as an F&B Vendor for the 2024 Event.

- e. Initial: \_\_\_\_\_ **Final Billing**: The Event will send a final invoice to each F&B Vendor by June 6, 2024, listing final fees, ice payment, commission due, any rental items and any deduction for vouchers based on compliance with voucher rules above.

NOTE: Please wait until the final invoice is received from the Festival Manager prior to sending in final payment.

- f. Initial: \_\_\_\_\_ **Final Payment in full is due or postmarked on or before June 21, 2024.**
- g. Initial: \_\_\_\_\_ **22% Sales Commission**: Vendor agrees to pay SH 22% of their total gross sales receipts for all products sold at the event.
- h. Initial: \_\_\_\_\_ **Timely Payment Commission Discount**: In the event Vendor complies with the rules in this agreement, final invoice payment is received or postmarked by June 21, 2024, and payment clears on first

submission, the Vendor will receive a 5% discount as a timely payment discount, making the amount due 17% of total gross sales plus any additional fees (cleaning, ice, rentals, power, etc.). This discount will be included on your final invoice. Should payment not be received or postmarked by June 21, 2024, a new invoice will be generated.

NOTE: Failure to properly clean your site and not adhering to the hours of operation in this agreement will cause Vendor to not be eligible for this discount. Please come prepared each day to the event to be open, with sufficient product to sell, during the hours and terms of this agreement.

- i. 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.

## 9. Vendor Rules & Policies

### a. F&B Vendor Check-in and Setup

- i. F&B Vendors are required to check-in and setup either on Thursday, May 23 from Noon to 7 p.m. or Friday, May 24 from 7:30 a.m. to 9:00 a.m.
- ii. You may not check in or set up outside of these hours. No exceptions please.

### b. F&B Vendor Hours of Operation – there are no exceptions to these hours of operation. Please come prepared to the event each day for these hours of operation.

- i. Friday, Saturday, Sunday and Monday: 10:00 a.m. to 5:00 p.m. Vendor agrees to have all F&B available and be open for service for this period minimally, or when the Vendor Court Directors notify the Vendors.
- ii. All days: Vendors are encouraged to operate earlier and later at their option. The event opens daily at 08:00 a.m., closing approximately 5:00 p.m. daily.
- iii. F&B 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. Smoking. Vendor and all employees/staff of Vendor agree to comply with the following:

Initial: \_\_\_\_\_ Smoking, e-cigarettes or vaping of any kind is not allowed anywhere on the Event venue / inside Wasatch Mountain State Park.

### e. F&B Vendor Wastewater

Vendor agrees to comply with the following: All wastewater to be emptied in the site approved at the venue and not dumped on open ground. The wastewater drain is located in front of the Maintenance Building near the refrigerated trailer.

### f. F&B Vendor Clean Up – Daily and Post Event

- i. 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.
- ii. Vendor agrees to thoroughly clean the space occupied and surrounding area, at the end of the event and before Noon on Tuesday, May 28, 2024.

- iii. Clean up includes pick-up of all litter within 20 feet of Vendor's booth and emptying the garbage can(s) provided by the Event in the Event dumpster. It also includes clean up of all cardboard, food items and debris or left-over product in the refrigerated trailer.
  - iv. If either area is not cleared of all trash and Vendor debris or equipment 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) and will not be eligible for the Timely Payment Commission Discount.
- g. F&B Vendor Motorized Vehicle Access
- i. All access is subject to the guidance of the Vendor Court Directors or Festival Manager.
  - ii. Vendors agree that all motorized vehicle deliveries in the F&B Vendor event area will be made prior to 10 a.m. and that once the event opens that said deliveries will be at walking speed with a person (spotter) on foot walking in advance and behind of all vehicle movement while in public event areas.
  - iii. After 10 a.m. through the close of the event (about 5 p.m.) vehicles may deliver food 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.
  - iv. Emergency motorized vehicle deliveries between 10 a.m. and 5 – 6 p.m. may be made by contacting the Vendor Court Directors or Festival Manager who at their discretion may approve the delivery. In that case, an event spotter will be provided to accompany the vehicle in and out of public areas.
  - v. ALL VEHICLE TRAFFIC IS TO BE AT WALKING SPEED IN THE VENDOR AND MAINTENANCE BUILDING AREAS.
- h. Vendor Venue Entry
- i. Vendors will be allocated sufficient entry 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. Parking passes are not required for the Event.
  - ii. 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.
- i. Vendor Parking Lot
- Vendor parking during the Event is first come first served in the north end of the asphalt lot, adjacent to handicap parking, near the main entrance. Parking passes are not required for the Event.  
\*\* Subject to change as of 9/22/23.
- j. Camping – Soldier Hollow – Wasatch Mountain State Park Group Pavilion
- i. \_\_\_\_\_ (initial) Camping is not allowed inside the festival area or by the Vendor booths/tents/trailers.
  - ii. \_\_\_\_\_ (initial) 2024 update: Camping at the Soldier Hollow Wasatch Mountain State Park Group Pavilion will be available May 22 – May 28, 2024. Limited RV sites with services, ample parking space for campers/vans and grass for tents without services, covered pavilion with picnic tables, indoor toilets and showers, BBQ grills.
  - iii. Reservations for the Group Pavilion: camping and the wait list for RV sites with services are managed by and requested only from Judy Klautt, [judy@soldierhollowclassic.com](mailto:judy@soldierhollowclassic.com).
  - iv. \$60 Event fee for camping without services, checking in between the hours of 3:00 p.m. Wednesday, May 22 and checking out by 11:00 a.m. on Tuesday, May 28 only.
  - v. \$150 Event fee for RV site with services, if available, checking in between the hours of 3:00 p.m. Wednesday, May 22 and checking out by 11:00 a.m. on Tuesday, May 28 only.
- k. Camping – New Soldier Hollow – Wasatch Mountain State Park campgrounds are available and reservable beginning mid-March 2024 at <https://stateparks.utah.gov/parks/wasatch-mountain/>. These spaces are booked through the Utah State Parks reservation system only. Visitor Center phone for questions: 435.654.1791
- i. There are 13 new sites with full services just east of the Soldier Hollow Group Pavilion, and 10 more sites with full services at The Chalet, further east.



- ii. The website to reserve the new sites at Soldier Hollow in Wasatch Mountain State Park follows. Be sure to scroll down to the bottom of the map to the area of the park that is Soldier Hollow! As of 9/15/23, the new sites are not yet listed on their website – but will be per park management in mid-March 2024.  
<https://stateparks.utah.gov/parks/wasatch-mountain/>
- l. Camping at other local State Park or private facilities is available in Heber Valley, making your own reservations.
- m. Additional service information for F&B Vendors:
  - i. SH agrees to provide a 27' x 8' refrigerated box truck for use by all F&B Vendors (covered in base fee).  
NOTE: The reefer truck previously donated to the event is no longer available. The Event will be renting a smaller refrigerator truck in 2024, and believe the refrigerated space will be more than sufficient, particularly if items are palletted and stackable. Any concerns on the new setup, please email [judy@soldierhollowclassic.com](mailto:judy@soldierhollowclassic.com).
  - ii. SH agrees to provide a freezer trailer with ice for purchase for use by all Vendors
  - iii. Event agrees to provide garden wagons for delivery purposes, first come first served.

#### **10. SOLDIER HOLLOW CONSTRUCTION UPDATE**

Construction, apart from possibly landscaping around the new building, should be complete by February 2024.

#### **11. 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.

#### **12. 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.

#### **13. 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 and the Department of Parks and Recreation and its' owners, officers and members and all sponsors and advertisers of the Event. All of the above collectively are "Released Parties".

#### **14. 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.

**15. 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.

**16. 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.

**17. 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 current 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 a copy of the 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 April 23. Failure to provide the required Certificates of Insurance on or before April 23, 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.

**18. 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.

**19. 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Please return by mail or email this completed document, 2024 menus with pricing and images of my booth on or before February 21, 2024 for review and acceptance, to:**

SH Sheepdog, LLC  
c/o Judy Klautt, Festival Manager  
PO Box 1356  
Midway, UT 84049  
[Judy@soldierhollowclassic.com](mailto:Judy@soldierhollowclassic.com)

**Countersigned and Application Accepted by SH Sheepdog, LLC:** \_\_\_\_\_

**Date of Acceptance and Initial Invoice emailed:** \_\_\_\_\_

For questions, please email [Judy@soldierhollowclassic.com](mailto: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](mailto: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 \$100 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 2018).
  - 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. \_\_\_\_\_