

**2025 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 once again as important members of the Soldier Hollow Classic Event family. The 2025 Soldier Hollow Classic will take place on May 23-26, 2025, and is held annually at the 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 following Application and included Vendor Rules & Policies. Upon acceptance and notification from the Festival Manager, the Vendor enters into this Agreement with SH Sheepdog, LLC (SH). All Vendors are required to provide current and complete menus with 2025 Event pricing and images of their products and booth along with their Application, and prior to a final decision. If you are a returning Vendor, the images are not necessary if there's been no change.

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 **Application deadline of January 24, 2025**. 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 initial invoice. **Once this invoice is paid in full on or after January 1, 2025 and before February 21, 2025, 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 Mailing Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Email: _____

Utah Tax ID, EIN, or Social Security: _____ (required for reporting all participating Vendor information to 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. Vendor understands not to pay at the time the Application is submitted. Payment will be due upon notification of acceptance and receipt of an invoice.
- b. Acceptable Forms of Payment: Personal or Business Check, Cashier's Check or Money Order made payable to SH Sheepdog, LLC and dated on or after January 1, 2025 and before February 21, 2025.
- c. Mail payments to SH Sheepdog, LLC, c/o Judy Klautt, PO Box 1356, Midway, UT 84049. Payments dated January 1, 2025 will be processed on that date or shortly after. Payments dated before that date will be returned for correction.
- d. If you prefer to pay by credit card, you may request this by email to Judy Klautt (judy@soldierhollowclassic.com) and a PayPal invoice will be sent. PayPal will accept your credit card with or without a PayPal account. The PayPal invoice will include a 4% convenience fee.
- e. Payment for the initial invoice is due on or after January 1, 2025 and before February 21, 2025.
- f. A final invoice will be generated post Event and emailed on or before June 6, 2025.
- g. Payment for the final invoice is due on or before June 20, 2025.

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 22 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. FOOD AND BEVERAGE VENDOR PERFORMANCE

Food and Beverage Vendor agrees to operate in the area provided by SH and must comply with all state and local regulations and health codes and the following conditions.

a. Item Category Exclusivity

As of now (October 27, 2024), category exclusivity has been updated and is temporarily reserved for the following historical and 2024 new Vendor items or signature products, pending Vendor Application and acceptance.

1. Gyros, Lamb Burgers, Lamb Roast/Lamb BBQ Dinner
 2. Korean Rice Bowls
 3. BBQ Smoked Pork Sandwiches and Pork Spareribs
 4. Beef Hamburgers, Beef Cheeseburgers, Funnel Cakes
 5. Dippin' Dots
 6. Shaved Ice Beverages
 7. Specialty Coffees
 8. Smoothies
 9. Roasted Corn
 10. Fresh Squeezed Lemonade
 11. Grilled Ham and Cheese and Chicken Fried Steak
 12. Tacos and Burritos
- i. Vendors may not sell items noted as exclusive or signature products above, and SH may add or remove items to the list of reserved items through May 9, 2025, with written notice to Vendors. After May 9, no additional items will be added to the reserved items and Vendors may sell any item(s) not falling under one of the exclusive or signature product categories.

ii. Open Items

The following items are open to all Food and Beverage Vendors: nachos, french fries, hot dogs, all breakfast foods, coffee and tea, canned or plastic bottled water and soda. NO BEVERAGES IN GLASS BOTTLES PLEASE. Thank you!

iii. Vendors are encouraged to contact the Festival Manager, Judy Klautt at

Judy@soldierhollowclassic.com to clarify any question they have as to individual items 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 believe 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 Items for Sale**

The following Food and/or Beverage category or signature items are requested by Vendor for exclusivity.

c. **Change for 2025 – Availability and Pricing for Bottled Water**

All Vendors (Food and Beverage and Product) may sell canned or plastic bottled water at this Event. Canned or plastic bottled water may not be sold for more than \$2.00 per item at this Event. This change is being made for the safety of and fairness to all participants, and due to the size of the venue and the venue’s location of public drinking water.

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. **Breakfast**

All Vendors are encouraged to offer coffee and breakfast items and we recommend opening at 07:30 each day. Please answer the following questions.

i. Will you offer breakfast? _____ Yes _____ No

ii. Breakfast Menu Items and prices:

iii. Hours for Breakfast: _____

iv. Event days you’ll offer Breakfast: _____ Fri _____ Sat _____ Sun _____ Mon

f. **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.**

g. **Change and Request for 2025 - Menus and Pricing**

Vendor's specific 2025 Event menus (including kid's meal) and pricing for all items are required and documented below. An attached list may be provided along with the signed Application.

REQUEST: We are all aware of how costs have increased over the years, and we are very sensitive to this – as are all of the Event's providers. Please know it continues to be SH's goal to host this Event annually, and to be an affordable community Event. For the first time in this Event's history, 2024's Event received feedback related to high pricing (food and water) in some cases. We ask that consideration be given, as possible, with your pricing and portions, and that our request for selling bottled or canned water for \$2.00 or less for 2025 be honored.
Thank you so very much!

MENU ITEM	ITEM PRICE

h. **General**

Vendor agrees to run a friendly, clean, well-run Food and Beverage booth, using quality ingredients and meeting all State of Utah and Wasatch County requirements (see below), for all four days/and duration of the Event.

4. CHANGE FOR 2025 – FOOD TRUCK LICENSE OR TEMPORARY HEALTH PERMIT FOR TEMPORARY FOOD AND BEVERAGE VENDOR

Accepted Vendors agree to provide to Judy Klautt, Festival Manager on or before May 5, and to have in hand at the Event, an approved and current food truck license from the State of Utah, any County in Utah including Wasatch, or a Temporary Health Permit for Temporary Food and Beverage Vendors from Wasatch County Health Department. If you will need a Temporary Health Permit from Wasatch County, please make this Application at least 45 days before the Event and before April 7, 2025, so that you have it on or before May 5.

Vendor also agrees to comply with all Wasatch County Health Department requirements at:
www.wasatchcountyhd.org/Programs/EnvironmentalHealth/FoodService/TemporaryFoodEvents.aspx

Pre-Event and Daily inspections will be made of all Food and Beverage Vendors, and the Event, by Wasatch County Health Department personnel.

5. CHANGE FOR 2025 – WASATCH COUNTY FIRE DEPARTMENT – CURRENT FIRE INSPECTION STICKER AND CURRENT FIRE EXTINGUISHER

The Wasatch County Fire Department requires a list of all Food and Beverage Vendors and a copy of their current fire inspection sticker to give their approval for the Event License. In order to do this, accepted Vendors that prepare food shall provide a copy of their current fire inspection sticker to the Festival Manager on or before April 7, 2025. The fire inspection sticker must be displayed at the Event and Vendor is required to have a current fire extinguisher present.

The Wasatch County Fire Department will do an inspection of all Food Vendors on Thursday afternoon, the day before the Event begins, to confirm all requirements are met. Vendor must be present for this inspection.

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 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. ALL COMPLETE - Vendor Site Definition

Vendor will have in their space, their own food truck or trailer, tent or additional vehicle as indicated on each line below. Please include number of items and their actual size – length and width (example – 1 Trailer, 20’ long by 15’ wide).

of food trucks or trailers: _____ Size of trailers: _____ feet wide _____ feet long

of tents: _____ Size of tents: _____ feet wide _____ feet long

Other, please define: _____

_____ By checking this space, Vendor acknowledges that they will have a maximum of one additional vehicle, in addition to your food truck or trailer, which may remain in your space during the Event. It must remain parked, and behind (not beside unless required for food preparation) your food truck setup, honoring the rules of motorized vehicle access for the Event.

b. ALL COMPLETE - Total Square Footage of Space Required

Please provide the total amount of square footage required for your space. Note that the maximum allowed space per Vendor is 40’ long by 20’ wide.

_____ # of feet for Width _____ # of feet for Length

c. ALL COMPLETE - 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.

d. ALL COMPLETE - Power

Please document your power requirements below.

Fees will be included on your initial invoice, and any adjustments needed will be added to your post event invoice based on actual Event use.

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 (cash registers, limited low amp use) you require. \$15/connection.

_____ Please enter the number of 110v/20-amp circuits (warmers, trailers, etc.) you require. \$35/connection.

_____ Please enter the number of 220v connections you require. \$70/connection.

e. ALL COMPLETE – Use of the Refrigerator Trailer

_____ Vendor acknowledges by checking this item, that they will use the refrigerator trailer made available at the Event.

f. 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.

g. Rental Water Barrels or Rental Weights

To avoid damage or injury because of wind, all owned or rented Vendor Tents or Canopies are required to rent weights or water barrels as a tie down through SH from our facility provider. The number of weights and/or barrels will be determined for you based on the setup of the Event and the size of your tent/canopy/rentals.

Vendor is responsible for their own products to tie their tents or canopies to the weights or barrels, unless Vendor has rented its tent or canopy from the facility provider.

Rental fees for the weights and/or water barrels will be estimated and placed on your first invoice. Any adjustments needed (additional fees due or a credit due to you) will be made post Event and by June 6, 2025. Generally, 4 items are needed for 10x10 and 6 for 10x20. 2025 estimated pricing was \$35 per 50-gallon water barrel (rented, placed and filled by SH) and \$46 per weight (rented, placed by facility provider).

h. Rental Tables and Chairs

Please document below the number of 8’ rental tables and folding chairs you will rent. Rental fees will be included on your initial invoice.

_____ Please enter the number of 8’ rental tables (\$12/table estimated)

_____ Please enter the number of folding chairs (\$3/chair estimated)

i. Rental Tents:

Tents are available for rental through the Festival Manager using the Event’s provider and with a minimum of 45 days advance notice. Please email Judy@soldierhollowclassic.com for more information.

_____ Please check here if you are interested in renting a canopy or tent.

8. VENDOR COMPENSATION TO THE EVENT

No payment is due until you are accepted as a Vendor at the Event and receive an email invoice from the Festival Manager.

Initial Invoice: Items a, b, c and d will be included on your initial invoice (site fee, rentals - tent, barrels/weights, chairs, tables and power) and will be due on or after January 1, 2025 and before February 21, 2025.

Final Billing: The Event will send a final invoice to each Food and Beverage Vendor by June 6, 2025, listing final fees including: ice purchase, camping, any cleaning fees, commission due and any credit for Event Food Voucher Program based on compliance with Event Food Voucher Program rules in item 8.f below.

a. FOOD AND BEVERAGE VENDOR SITE FEE

Each Food and Beverage Vendor will be invoiced for and pay a site fee based upon the Vendor Site Information provided above.

\$150.00 for a 20’w x 20’l space

\$225.00 for a 20’w x 30’l space

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

b. RENTAL WATER BARRELS OR RENTAL WEIGHTS

Food and Beverage Vendor, upon Vendor acceptance and receipt of initial invoice, will pay the estimated amount for rentals as completed above. 2025 estimated pricing is \$35 per 50-gallon water barrel (rented, placed and filled by SH) and \$46 per weight (rented, placed by facility provider).

c. RENTAL TENTS, CHAIRS AND TABLES

Food and Beverage Vendor, upon Vendor acceptance and receipt of initial invoice, will pay the estimated amount for the rentals as completed above.

d. POWER

Food and Beverage Vendor, upon Vendor acceptance and receipt of initial invoice, will pay for power as completed above.

e. CAMPING (see 9.k. below for all information)

If you are considering camping, please let me know by selecting one of these options. Reservations with judy@soldierhollowclassic.com are required for all camping at the Soldier Hollow Group Pavilion.

_____ I would like a reservation for dry camping

_____ I would like to be placed on the waiting list for an RV Site with services in the Pavilion

f. NEW FOR 2025: EVENT FOOD VOUCHER PROGRAM FOR EVENT VOLUNTEERS AND STAFF

_____ I agree to participate in the Event Food Voucher program and follow the rules below.

_____ I will not be participating in the Event Food Voucher program this year.

If Vendor has agreed to participate in the following Event Food Voucher Program by initialing above, Vendor will offer items from their menu, as listed and priced below, with at least one item or combination of items or a meal for \$15.00 or under. Food vouchers including the items Vendor lists below will be provided to Event Volunteers and Staff. The Event Volunteer or Staff will check the item(s) on the Event Voucher that they order from the Vendor (totaling \$15.00 or under), which will be credited on Vendor's final invoice as provided below. This process should help the order process as well.

ITEMS FOR THE EVENT FOOD VOUCHER PROGRAM

Please list the items and their price that you will have available for the Event Food Voucher Program.

<u>Item</u>	<u>Price</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- i. Vouchers will be treated as a normal sale and included in your daily gross sales tapes/reports.
 - ii. Vouchers are valid for Food/Snacks/Frozen items/Beverages with a maximum allowance (sale) and reimbursement to Vendor per voucher of \$15.00, as selected on the back of the Voucher by the Event Volunteer or Staff.
 - iii. Before leaving the Event each day, Vendor shall give all redeemed vouchers, with either a receipt attached to each voucher and/or items sold checked on the back (up to \$15.00), to the Vendor Court Directors or Festival Manager.
If this process is not followed at the end of each Event day, the Vouchers may be considered invalid and credit may not be applied to your final invoice.
 - iv. Vendor further understands that in 2025 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.
- g. Initial: _____ Total Gross Sales**
Vendor agrees to use a cash register or like piece of equipment which produces an itemized, separate and daily running total of GROSS SALES (cash, check and credit card).

Vendor agrees that at the end of each Event day, and before Vendor leaves the Event, Vendor will submit the by day itemized total of GROSS SALES to the Vendor Court Directors or Festival Manager – all transactions (cash, check and credit card), either on paper or confirmed receipt electronically. Post it notes, hand written notes or anything other than the official information from your equipment will not be accepted.

Vendor understands that in 2025 if this process is not followed, or an acceptable reason provided to Festival Manager 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 2025, 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 a Food and Beverage Vendor for the 2025 Event.

h. Initial: _____ Final Billing

The Event will send a final invoice to each Food and Beverage Vendor by June 6, 2025, listing final fees including: ice purchase, camping, any cleaning fees, commission due and any credit for Event Food Voucher Program based on compliance with Event Food Voucher Program rules in item 8.f.

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

i. Initial: _____ Final Payment is due in full, postmarked on or before June 20, 2025.

j. Initial: _____ 22% Sales Commission

Vendor agrees to pay SH 22% of their total gross sales receipts for all products sold at the event.

k. 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 20, 2025, 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, etc.). This discount will be included on your final invoice.

Should payment not be received or postmarked by June 20, 2025, a new invoice will be generated.

NOTE: Failure to properly clean your site, not following the Event Food Voucher Program rules and not adhering to the hours of operation in this Agreement will cause Vendor to not be eligible for this discount.

l. 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. FOOD AND BEVERAGE VENDOR RULES & POLICIES

a. Food and Beverage Vendor Check-in and Setup

- i. Food and Beverage Vendors are required to check-in and setup either on Thursday, May 22 from Noon to 7:00 p.m.
- ii. Food and Beverage Vendors may setup on Friday May 23 from 7:30 a.m. to 9:00 a.m., with no vehicle access, with access on foot only from the Maintenance Building.
- iii. You may not check in or set up outside of these hours. No exceptions please.

b. Food and Vendor Hours of Operation – there are no exceptions to these hours of operation.

Please come prepared each day to the Event to be open, with sufficient product to sell, for the duration of the hours and terms of this Agreement.

- i. Friday, Saturday, Sunday and Monday: 10:00 a.m. to 5:00 p.m. Vendor agrees to have all items 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. Food and Beverage 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:

SMOKING, E-CIGARETTES OR VAPING OF ANY KIND IS NOT ALLOWED ANYWHERE ON THE EVENT VENUE AND/OR INSIDE WASATCH MOUNTAIN STATE PARK.

e. Food and Beverage 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. Please contact the Vendor Court Directors or Festival Manager for the 2025 approved site information.

f. Food and Beverage 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 27, 2025.
- iii. Clean up includes pick-up of all litter at Vendor booth and within 20 feet of Vendor booth and emptying any garbage can(s) provided to you by the Event in the Event dumpster. It also includes removal and cleanup 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).

g. Food and Beverage Vendor Motorized Vehicle Access

- i. ALL VEHICLE TRAFFIC IS TO BE AT WALKING SPEED IN THE VENDOR AND MAINTENANCE BUILDING AREAS.
- ii. All access is subject to the guidance of the Vendor Court Directors or Festival Manager.
- iii. Vendors agree that all motorized vehicle deliveries in the Food and Beverage Vendor event area will be made prior to 10:00 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.
- iv. After 10:00 a.m. through the close of the event (about 5:00 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 after delivery.
- v. Emergency motorized vehicle deliveries between 10:00 a.m. and about 5:00 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. Motorized vehicles are not allowed in the Vendor area during the Event until the spectators have cleared (normally 5:00 p.m. to 6:00 p.m.), and only after Vendor is notified by the Vendor Court Directors and the vehicle access gates have been opened.

h. Vendor Venue Entry

- i. Vendors agree to use official Vendor entrance only, currently using the asphalt drive behind the Will Call tent, past the Maintenance Building and into the Courtyard area, or as otherwise directed by Volunteers, Vendor Court Directors or Festival Manager.
- ii. Wristbands or entry passes will not be needed for Vendors and their staff, with Vendor names listed at Will Call and the Vendor Entry Gate for volunteers to check as needed.
- iii. Parking passes are not needed for the Event.

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.

** Location subject to change

j. Additional Service Information for Food and Beverage Vendors

- i. SH agrees to provide a refrigerated trailer for use by all Food and Beverage Vendors (covered in base fee).
- 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.

k. Camping – Soldier Hollow Group Pavilion in Wasatch Mountain State Park

- i. Camping is not allowed inside the Event Venue or by or in the Vendor booths/tents/trailers.
- ii. Camping at the Soldier Hollow Group Pavilion is reserved through SH Sheepdog, LLC only (email judy@soldierhollowclassic.com).
- iii. The Group Pavilion has been reserved for the Event, and is available starting 3:00 p.m. Wednesday, May 21 through 11:00 a.m. Tuesday, May 27, 2025. Arrival before Wednesday May 30 at 3:00 p.m. is not allowed. Departure must be no later than Tuesday May 27 at 11:00 a.m.
- iv. Six RV sites with services – waiting list only at the time of Application.
- v. Ample 30' wide/40' deep parking spaces for campers/vans and grass for tents without services.
- vi. Group site includes covered pavilion with picnic tables, indoor toilets and showers, BBQ grills and a fire pit.

- vii. You must have proof of your reservation (documentation from Judy Klautt) to camp at the Group Pavilion. The Wasatch Mountain State Park Camp Hosts will be provided with the reservation list to help with checking in and out. If you do not have proof of your reservation, you may not camp in the Group Pavilion area.
- viii. \$75 - Event fee for camping without services, checking in between the hours of 3:00 p.m. Wednesday, May 21 and checking out by 11:00 a.m. on Tuesday, May 27 only.
- ix. \$175 - Event fee for RV site with services, if available, checking in between the hours of 3:00 p.m. Wednesday, May 21 and checking out by 11:00 a.m. Tuesday, May 27 only.

I. Camping – New in 2024: “Soldier Hollow” and “Chalet” – Wasatch Mountain State Park campground sites with services at Soldier Hollow

These sites are booked through the Utah State Parks reservation system only, using <https://stateparks.utah.gov/parks/wasatch-mountain/>.

Wasatch Mountain State Park Visitor Center phone for questions: 435.654.1791

- m. Camping at other local State Park or private facilities is available in Heber Valley, making your own reservations.

10. SOLDIER HOLLOW NORDIC CENTER CONSTRUCTION UPDATE

Construction, apart from landscaping around the new building, should be complete before May 2025.

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 the Vendor will, at the direction of the Vendor Court Directors, Festival Manager or Competition Manager, leave the Venue and shall 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 its only and sole recourse is to file a claim with the Wasatch County Justice Court, Small Claims Court. Vendor further agrees that the maximum damages to Vendor may be entitled is the Vendor fee paid to the Event, or a prorated portion of that fee should Vendor be asked to leave the Event after the Event has started and that such limitation on Vendor’s damages is fair and reasonable.

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 SH and Vendor or any of its employees, 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.

13. DEFINITIONS, RELEASE OF CLAIMS AND ACKNOWLEDGEMENT OF RISKS

- 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 all sponsors, advertisers, and volunteers of the Event. All of the above collectively are “Released Parties”.

c. Acknowledgement of Risks and Duty to Inspect

Vendor or Contractor (both as an individual and in Vendor’s capacity as a business owner) acknowledges that participation in and attendance at the Event and related activities entails known and unanticipated risks that could result in damage to Vendor’s business, Vendor, Vendor’s 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. Vendor further understands that Vendor has a duty to inspect the premises and any services, including but not limited to power, water, tents or any items or services (collectively referred to as “services”), and that, by using such services, Vendor accepts the risks associated with them, including any malfunction or problem associated with the services.

Vendor knows, understands, and appreciates that these and other risks are inherent in the participation in the Event and simply cannot be eliminated without jeopardizing the essential qualities of the Event. Vendor understands that the risks may be caused in whole or in part or result directly or indirectly from the negligence of its own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties. Vendor voluntarily agrees to assume all the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense of any kind, that Vendor may experience or incur in connection my attendance at or participation in the Event or related activities.

In conjunction with Vendor’s participation in the Event, Vendor, individually and as the business owner or manager, releases, waives, discharges, covenants 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 Vendor’s participation in the Event and related events, including claims for liability caused in part by the negligent acts or omissions of the Released Parties.

14. LIABILITY AND PAYMENT

In consideration of acceptance as a Vendor or Contractor at the Event, Vendor agrees that Vendor is solely responsible for all costs incurred for any and all damage done to livestock, property, equipment, or persons, caused by either the Vendor, any representative of the Vendor or by employees or persons acting directly or indirectly at Vendor’s 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). Vendor further agrees to promptly pay fair and reasonable costs for such damages.

15. 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.

16. 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.

17. 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.

18. 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.

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.

- 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. Automobile Liability - If vehicles will be used in the performance of the work at the Event, Commercial General Automobile Liability insurance.
- d. Primary Coverage - Vendor or Contractor’s policies shall be primary coverage for SH, regardless of other insurance SH may have available.

PLEASE SIGN, DATE AND RETURN APPLICATION AND ATTACHMENTS PER INSTRUCTIONS BELOW – THANK YOU!

Your Name (please print): _____

Business Name (please print): _____

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

Please return by mail or email this completed signed/dated Application, 2025 menus with pricing (ALL VENDORS) and booth images (NEW VENDORS or changes to return Vendors) on or before January 24, 2025 for review and acceptance, to:

SH Sheepdog, LLC
c/o Judy Klautt, Festival Manager
PO Box 1356
Midway, UT 84049
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 - Thank you!

**SOLDIER HOLLOW CLASSIC SHEEPDOG CHAMPIONSHIP & FESTIVAL
2025 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 or have also completed this form.
4. Mail or email this form to Judy@soldierhollowclassic.com, SH Sheepdog, LLC, c/o Judy Klautt, PO Box 1356, Midway, UT 84049
5. For Vendors, you will receive a rebate for \$100 for each new Vendor you referred 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; i.e. neither the business or the Vendor has participated in the Event 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: _____

Cell Phone: _____ Email: _____

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

Thank you!

1. _____

2. _____