



## Event Guidelines and Exhibitor/Vendor Release Waiver and Indemnification Agreement

### GUIDELINES:

- Booth Equipment:** Food and Non-Food Vendor/Exhibitors. All vendor/exhibitors must provide all booth materials including canopies, cooking equipment & supplies, floor coverings, grease catchers, extension cords, tables, chairs, eating utensils, serving utensils, napkins, plates, cups, sunshades, decorations, price list, signs, etc.
- Booth Personnel:** All vendor/exhibitors personnel are to be dressed in some form of uniform or costume which adds to the quality of the event, and presents an attractive addition to the event. A full description or picture must accompany the application.
- Food Handlers Permit:** REQUIRED FOR ALL FOOD VENDORS. All vendor/exhibitors shall display a copy of a current or temporary Food Service Permit on their booth.
- Compliance with Law:** All vendor/exhibitors agree to strictly observe all laws and ordinances of the State of Utah, Washington County Health Department, and the City of St. George, which in any respect relate to the business conducted by vendor/exhibitor, together with all rules and regulations. No smoking. Consumption or selling of alcoholic beverages is prohibited on City property. The City shall have the right to inspect at all reasonable times the premises occupied by vendor/exhibitor. Willful violation of or failure to comply with any of said laws or regulations shall be cause for cancellation of this agreement by the city.
- Trash Receptacles:** All vendor/exhibitors must provide **plastic bags** to place in trash cans near your booth. You will be responsible for cleaning your own immediate area throughout and at the end of each day and bagging your garbage. **All liquid or solid waste must be disposed of properly. Do not dump into the storm drain.**
- General liability and Property Damage Insurance:** All vendor/exhibitors must provide a Certificate of General Liability and Property Damage Insurance, showing that the applicant has comprehensive general liability and property damage policy that includes contractual liability coverages. The City shall be named as an additional primary insured. The minimum general liability and property damage liability shall be as follows:
  - Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$717,100 Dollars.
  - Comprehensive general liability insurance for injuries, including accidental death, two or more persons in any one occurrence in an amount not less than \$2,455,900 Dollars.
  - Broad form property damage insurance in an amount not less than \$286,900 Dollars per occurrence.
- Taxes, permits, certificates and any licenses required are the responsibility of the vendor/exhibitors.** The City of St. George reserves the right to limit the number and type of exhibitors or vendors.

### EXHIBITOR/VENDOR RELEASE WAIVER AND INDEMNIFICATION AGREEMENT

This Release, Waiver, and Indemnification Agreement is hereby given by \_\_\_\_\_ (“Indemnitor”), on the one hand, in favor of The City of St. George, Utah, **St. George Art Festival**: (hereinafter the “EVENT”); (“indemnities”) and all other sponsors, donors, volunteers, organizers, and fundraisers.

### Recitals

- Indemnitor is an Exhibitor/Vendor at the EVENT, to be held the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, at properties owned, managed, controlled, or administered by the City of St. George, Utah and The City of St. George EVENT organizing committee.
- Indemnitor recognizes the potential for risk of harm to persons and property at the City of St. George, and

C. Indemnitor desires that Indemnitees not be at risk for activities of the Exhibitor/Vendor at the EVENT, including the activities of Indemnitor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor covenants as follows:

### **Agreement**

1. Indemnitor hereby releases Indemnitees and forever waives Indemnitor's claims against Indemnitees for any and all claims, causes action, damages, demands, penalties, and costs, including attorney fees that arise in relation to the EVENT.
2. Indemnitor acknowledges that this Release applies to all claims or causes of action which currently exist or which have existed or which may arise or are discovered in the future in relation to Indemnitor's activities at the EVENT.
3. Indemnitor intends this to be a complete and total release of all claims, whether known or unknown, fixed or contingent, or whether the facts hereafter prove to be other than or different than the facts known by the Indemnitor or believed by Indemnitor, and this Release and Waiver shall be construed as broadly as the law allows to accomplish this stated intention.
4. Indemnitor represents and agrees that no legal action of any kind will be taken against Indemnitees by them in relation to the EVENT.
5. Indemnitor shall indemnify and hold Indemnitees harmless for any and all claims, demands, losses, costs, obligations, and liabilities Indemnitees may incur or suffer in direct or indirect relation to Indemnitor's acts or omissions at the EVENT.
6. Indemnitor shall also indemnify and hold Indemnitees harmless from any and all claims, demands, losses costs, obligations and liabilities that Indemnitees may incur or suffer as a result on Indemnitor's breach of any agreement, covenant or warranty in this agreement. Indemnitor shall further indemnify and hold Indemnitees harmless from any and all liabilities, claims, and causes of actions arising from the operation of the EVENT. The indemnity obligations of this paragraph shall include indemnity for reasonable attorney fees and court costs incurred.

This Agreement shall be governed by the laws of the State of Utah and shall be binding upon Indemnitor's heirs, successors, agents or assigns and shall be for the benefit of (i) Indemnitees, their employees, officers, agents, affiliate, agents and assigns and (ii) all City of St. George employees, volunteers, donors, sponsors, organizers and fundraisers.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_