2022 Food Vendor Agreement

All vendors agree to abide by all vendor terms and conditions as well as festival guidelines in order to participate.

MISSION AND VISION
MISSION: Utah Pride unites, empowers and celebrates Utah’s diverse LGBTQ+ community by providing a safe and welcoming space for education, partnerships, services & events which advance our collective health, wellness & success.

VISION: Our vision a thriving LGBTQ+ community in Utah.

The Utah Pride Center and the Utah Pride Festival reserve the right to reject any application of, or prohibit participation by any exhibitor, vendor, entertainer, volunteer and/or parade entry, in whole or in part, including, but not limited to, any person, organization, article, conduct, printed matter, catalogue, or souvenir, that in its sole and absolute opinion, is not suitable to and in keeping with the character and guidelines of the Utah Pride Festival and the mission and vision of The Utah Pride Center.

NON-DISCRIMINATION
Vendor will agree to abide by a non-discrimination policy and provide all merchandise and services available to all individuals regardless of sexual orientation, gender identity, gender expression, race, color, religion (creed), age, national origin (ancestry), disability, marital status, or military status. Vendors will show sensitivity to the LGBTQ community and all cultures included at the festival. Vendors will not participate in cultural appropriation which includes taking intellectual property, traditional knowledge, cultural expressions, or artifacts from someone else's culture without permission.

ENFORCEMENT
Vendor understands that not abiding by the Vendor Agreement may be grounds for immediate expulsion and exclusion from future Festival participation. All vendor fees are 100% non-refundable. The terms and conditions of Vendor Agreement are subject to change. Vendors will be notified of any changes.

SEVERABILITY
The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.

FORCE MAJEURE
Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. Utah Pride may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

AMENDMENTS
This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement.

LIABILITY
Vendors shall indemnify and hold harmless the Utah Pride Center/Utah Pride Festival against any and all liabilities that may arise as a result of your participation in, and conduct at, the Utah Pride Festival. Each Vendor assumes all liability for their own goods and supplies (i.e. should a Vendor decide to leave goods and supplies overnight, the Utah Pride Festival and Utah Pride Center hold no liability). Vendors agree to maintain the Festival grounds including, but not damage the grass (beyond normal wear), plants, ground fixtures, statues, and buildings.
VENDOR INSURANCE
To participate in the Utah Pride Festival all vendors are required to carry General Liability insurance with a minimum $1,000,000 per occurrence coverage. Vendors must present a “Certificate of Liability Insurance,” which specifically names the “Utah Pride Center at 1380 South Main Street, Salt Lake City, UT 84115” and Salt Lake City Corporation named as additional insured with respect to the Utah Pride Festival held on June 4th & 5th, 2022.

All vendors are required to provide the “Certificate of Liability Insurance” to the Utah Pride Festival before booth placement is assigned and receiving your vendor packet with tickets, load-in passes, etc.

Most insurance carriers will provide the “Certificate of Liability” Insurance free of charge. If your insurance company cannot or does not provide this, Utah Pride will refer you to a low-cost program that can provide a short-term vendor policy. Visit www.UtahPrideInsurance.com for more details and pricing.

Vendors will not be admitted into the Utah Pride Festival until the “Certificate of Liability Insurance” is provided. A sample “Certificate of Liability Insurance” in available on final page of this document.

PERMITTING
All food vendors are required to obtain a temporary food service event permit from the Salt Lake County Health Department. The Salt Lake County Health Department requires two weeks for processing. Food vendors are required to present a copy of their temporary food service event permit no later than Food Vendor Orientation.

All Food Truck/Trailer vendors must provide proof of vehicle certification to the Utah Pride Center by April 30th, as required by the Salt Lake City Fire Department. Utah Pride is required to provide a list of all participating trucks/trailers to the Salt Lake City Fire Department.

PAYMENTS AND TAXES
All application and registration fees are 100% non-refundable. All payments are accepted via a secure online payment system and must be received by the deadline of April 30th or the invited Food Vendor will forfeit their invitation. You are responsible for calculating and reporting all applicable taxes to the IRS and Utah State Tax Commission.

VENDOR AGREEMENT DEPOSIT
Vendor agrees to $150 deposit in form of a credit card on file. The credit card hold will be released the end of the event assuming vendors space is returned to pre-festival condition and no rule violations occur. Deposits may be withheld at the discretion of The Utah Pride Festival for, but not limited to, failure to show, late arrival, early leaving, violation of this agreement, unauthorized sales, trash left behind, early load out and unattended or damaged booths. If credit card is declined, vendor will be invoiced and agrees to pay any additional fees accrued.

FOOD & BEVERAGES
All Food Vendors agree to not sell or distribute any type of beverage. Each vendor is allowed to arrive with one cooler containing food for personal consumption. Vendors understand that they risk immediate expulsion if they bring into the festival any alcohol. All beverage sales are strictly prohibited! All water, soda, beer, wine and cocktail sales are provided exclusively by the Utah Pride Festival. Snow cone and blended/slush drinks are not considered a beverage for this purpose. One vendor may be considered for the sale of café specialty drinks and snacks, such as fresh lemonade, coffee, tea, rooibos, lattes, etc. and possibly snacks, such as pastries, brownies and cookies.

COMPLIMENTARY WATER & ICE
In addition to the free water available at our water stations to refill your reusable water bottles, each vendor will receive one case of bottled water and one bag of ice for the weekend. At the vendor orientation meeting you will be given a voucher for each, to exchange at the Vendor Office on the festival grounds. The complimentary bottled water has been provided for your staff’s use, please do not distribute to the public. Additional water and ice is available for purchase at the vendor office while supplies last. Please bring an empty cooler to hold your complimentary water and ice. No additional beverages are allowed into the festival grounds. Please make sure to place all used water bottles in the blue recycle totes.

MENU ITEMS
Food vendors will only sell approved items disclosed on the application prior to review and approval. All menus/displays must be within the paid rented space. Distribution of handbills/fliers or solicitation outside of your rented space is strictly prohibited. Vendors are not allowed to sell any merchandise displaying the official Utah Pride Festival logo.
FESTIVAL MOBILE APP
Food Vendors must provide a digit version of their menu by May 20th at the Food Vendor Orientation to be included/promoted on the 2022 Utah Pride Week mobile app.

FOOD VENDOR SELECTION
Food vendor applications will be accepted until April 15th. At that time, the selection committee will select and notify our 2022 Food Vendors of their invitation to participate. Chosen Food Vendors will have until April 30th to register online and pay the registration fee. Anyone who does not register by April 30th will forfeit their invitation to be Food Vendor in 2022.

FOOD VENDOR DEADLINES
- Application Deadline: April 15th
- Participants Confirmed: April 20th
- Registration/Payment Deadline: April 30th

GOLD STAR PROGRAM
All food vendors are invited to participate in the “Gold Star Program”. Participating food vendors will be given a Gold Star at the orientation meeting to place on their Pride posted menu signs. The festival planning committee members and a limited number of key volunteers will be given Gold Star Vouchers to present for payment for the menu items marked with a Gold Star on participating food vendor menus. Food vendors may then redeem these Gold Star Vouchers for $5 each from the Utah Pride Festival. Please present your vouchers to the Food Vendor Manager or Vendor Director no later than June 15th for refund. Allow 1-2 weeks for payment processing. Participation in the Gold Star Program is a part of the selection committee’s scoring of applications.

PRIDE VIP LOUNGE PROGRAM / $200 CREDIT
All food vendors are invited to participate in the “Pride Lounge Program”. Participating food vendors will agree to provide food/snacks for 50 guests within the Festival’s Pride VIP Lounge. Participating food vendors will receive a $200 credit off their registration fee. Participating food vendors will sign-up for a date/time and a Festival coordinator will arrive to pick-up the food from the vendors tent/truck/trailer prior to the chosen date/time. Food vendors are welcome to provide business cards or promotional materials and will be spotlighted on the posted Pride Lounge signage. Participation in the Pride Lounge Program is a part of the selection committee’s scoring of applications.

FINANCIAL REPORTING
Food Vendors agree to report daily sales totals to the Vendor Director or Food Vendor Manager.

VENDOR ORIENTATION ATTENDANCE
All food vendors are required to attend an in-person food vendor orientation meeting. The Food Vendor Orientation will be held at the Utah Pride Center located at 1380 South Main Street on Monday, May 23rd at 2pm.

REQUIRED FOOD VENDOR HOURS
Booths open on Saturday, from 1pm to 10pm.
Booths open on Sunday, from 11am to 7pm.
Vendors are not allowed to open late or close early without prior written permission.

Vendors understand that during the Security Sweeps (Saturday 12-1pm and Sunday 10-11am), vendors can only gain access via the Vendor Gate with your ticket in hand.

VENDOR OFFICE / ENTRANCE / GATE
The Vendor Office / Gate is located on the sidewalk of 200 East & 500 South. Vendor staff are required to enter via the Vendor Office / Gate. Vendor tickets will only be valid at the Vendor Gate entrance. Vendor vehicles with a time/date specific pass must enter from 500 South and exit at 400 South.

VENDOR TICKETS
All vendors must agree to abide by all ticket procedures to participate. All vendor staff and volunteers must have a ticket to enter the festival grounds. Tickets will be distributed at Vendor Orientation. Each vendor is responsible for the distribution of tickets to their staff.
Complimentary and additional discount vendor tickets are for vendor staffing use only. Vendor tickets are not required for loading in or out before or after the festival. Vendor staff tickets are required during grounds sweeps and during festival hours. Additional tickets can be purchased at the entrance gates for $15 each or for a discount if purchased at/prior to Vendor Orientation.

Complimentary Saturday Festival Tickets – 5 vendor tickets ($75 value)
Complimentary Sunday Festival Tickets – 5 vendor tickets ($75 value)
Additional vendor tickets may be purchased at a discount, if purchased at/prior to Orientation. ($10 each or 10 for $100)

**FOOD VENDOR LOAD-IN & LOAD-OUT HOURS**
All vendors must agree to abide by Food Vendor load-in and load-out hours to participate. Each food vendor may sign-up for one load-in pass per day which allows a 45 minute window to drive in, unload and get out of the festival grounds. Late arrival will not adjust your assigned access time.

- Friday 9am-3pm (Equipment, Supplies & Non-Perishable Items)
- Saturday 7am-10am (Perishable/Refrigerated Items)
- Sunday 8am-10am (Restocking)

Sunday load-out hours begin at about 8:00 pm at the soonest and last until about 11:00pm. (Vendor vehicles will not be allowed access to the festival grounds until all patrons have exited the grounds and security has declared the space safe for vehicles to enter - typically after 8:00 pm.)

**ENTERING & EXITING**
Vendors agree to not drive on grass or sidewalks and abide by all move-in/out instructions. Load-In will be completed during specific hours; walk-ins are welcome during the load-in hours, drive-ins require a parking pass with an assigned 45 minute window. Vendors may sign-up for their load-in pass during Orientation and are based upon a first-come-first-serve basis. Jumping the security fence or opening an unauthorized access is strictly prohibited and may result in expulsion from the Festival and/or forfeiture of the Vendor Agreement Deposit.

Vehicles left unattended, without an approved valid visible load-in dashboard pass, will be towed at the owner's expense. Vendors who do not arrive within their assigned load-in time may not be allowed to bring a vehicle into the festival grounds. The Utah Pride Festival is not liable for any parking citations. All vehicle access within the festival grounds is strictly limited to the approved paved roads.

In order to ensure the safety of all pedestrians, vehicles are not allowed to re-enter the festival grounds until the crowds have dispersed, typically about an hour after the official end time. Vendors will be notified when it is safe to allow vehicles back into the festival grounds.

**VENDOR EQUIPMENT**
You will furnish all equipment, inventory, supplies and personnel for your booth, except as specifically ordered on your application. Vendors agree to care for and maintain the condition of the Utah Pride Festival’s rented equipment and may be held financially responsible for any/all damage. Rental Equipment includes, but is not limited to canopies, tables, chairs, and electrical outlets.

**TENT FOOD VENDOR BOOTH SPACE**
Tent food vendors will be provided a 15’x15’ tent with a 15’ wide x 20’ deep space. All prep and cooking must be contained within this space. Only a small A-Frame sign will be allowed in front of this space and must be next to the tent.

A five foot (5’) deep service corridor behind the food vendors on 200 East must be free of all items at all times.

**FOOD TRUCK/TRAILER VENDOR BOOTH SPACE**
Food Truck/Trailer vendors will be provided with a limited space 8’ deep x 25’ wide. These are all placed on the road on 500 South. All prep and cooking must be contained within the food truck/trailer. Only a small A-Frame sign will be allowed in front of this space and must be next to the truck/trailer. **No generators or running vehicles are allowed on the festival grounds.**
**BOOTH PLACEMENT**
Booth placement is not implied or guaranteed. The Festival accepts no responsibility for adjacent vendors selling similar items or guaranteeing exclusivity. Specific booth placements will not be announced until the Vendor Orientation meetings.

**PROPANE TANKS**
Any propane tanks must be placed more than 10' away from food tents/vehicles per the SLC Fire Department. A designated lane for placing propane tanks will be provided immediately beyond the 5' service corridor. Food vendors are required to provide sufficient propane hose to place these tanks within this designated lane and still have the hoses flush to the ground to not present a tripping hazard for anyone walking the service corridor.

**NOISE LIMITATIONS**
In order to respect the needs of all vendors, music of any kind will not be allowed to be audible from beyond the rented booth space without prior written permission.

**SUSTAINABILITY & WASTE MANAGEMENT**
A goal of the Utah Pride Festival is to become a zero-waste event. This means that 90% or more of all waste generated will be diverted away from the landfill to be reused, recycled, or composted. The easiest way to achieve this goal is to not generate the waste to begin with.

Please help us reach that goal by:
- No single-use plastic bags
- All eating utensils must be compostable.
- All plates, bowls, and drinkware must be paper or compostable.
- All straws may only be paper
- No Styrofoam containers
- Please encourage your staff to arrive with their own reusable water bottle and use our onsite water stations.
- Utah Pride reusable water bottles will be available onsite for purchase.
- All corrugated cardboard, aluminum cans, and plastic water bottles are to be recycled.
- Cooking oil should only be placed in cooking oil recycle bins
- Glass containers should be placed in the glass recycle bins.
- A cardboard drop site will be provided near the vendor office. Green Team will help direct to correct location.
- DO NOT place cardboard boxes within the blue recycle totes. Contaminated boxes (greasy pizza, food, etc.) do not go into these bins - they are not recyclable.
- End of day food scrapes should only be placed in the compost bins.
- Your area will be free of all trash/recyclables by the end of each day, and these items will be placed in the proper receptacles.
- Washington Park shrink-wrapped garbage are not to be used.
- Donate any unused items when leaving the festival by placing in a box marked “Donation” near the Vendor Office.
- Make a “Green Leaf” donation to help fund our Green Team’s environmental efforts.

**ELECTRICITY NEEDS**
Food vendors that require power for the operation of their booth will be given the option to purchase unit(s) of power. Vendors will not be allowed to access any power source without prepayment and preapproval. Generators are not allowed in any vendor booths or on the festival grounds. Food vendors requiring more than 110 Volt service will need to use the standard festival plugs. Please see approved festival plug details for specific models below.

Converters are required for any non-standard festival plug. If an electrician is needed on site to switch out plugs or outlets requested, Vendor agrees to pay additional labor fees ($100-$300 estimate).
SMOKING AND TOBACCO PRODUCTS
In accordance with City Ordinance Chapter 15.30, smoking is prohibited on the festival grounds. Furthermore, it is the policy of the Utah Pride Festival that the sale of tobacco or tobacco-related items are prohibited on the festival grounds. Electronic cigarettes or “vaping” is also prohibited on the festival grounds.

NO PETS
Vendors, and all participants of the Utah Pride Festival, will not be permitted to bring pets into festival grounds. Only leashed service dogs will be allowed to enter, if they meet the ADA requirements. This does not include emotional support, comfort or therapy dogs.

ADDITIONAL QUESTIONS
For any additional information, email the Food Vendor Team at foodvendors@utahpridecenter.org. Please include a phone number so that we can efficiently return your call if needed.

Sample of Insurance Certificate: