



# ATOMIC DAYS

## 2017 Vendor Booth Agreement Rules & Regulations

This agreement made and entered between Atomic Days, a division of the Lost Rivers Chamber of Commerce and

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An independent contractor (Operator) whose mailing address and telephone number are:

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The purpose of this agreement is to set forth the terms and conditions whereby the Operator is authorized by Atomic Days to operate a Business Booth for the purpose of promoting and/or selling represented products under the following terms and conditions.

### TERMS AND CONDITIONS:

1. HOURS – The booths will be open for business

Friday, July 14th 10:00 am to 9pm

Saturday, July 15th 10:00 am to 6:00 pm

Sunday, July 16<sup>th</sup> will be at vendor discretion but no later than 3pm all booths will be cleared and cleaned up.

2. REPRESENTED PRODUCTS – Only the product (s) specified below will be allowed to be represented and/or sold at your booth during the festival. No changes may be made without prior consent of Merchandise Chairman or Event Director.

3. TERMINATION RIGHTS – Atomic Days reserves the right to terminate the operation of the Operator at any time during the festival for any of the following reasons:

- A. A professional manner is not maintained by the Operator and its employees.
- B. Operator or its employees behave in a manner that could be construed as racist.
- C. Operator or its employees commit any act detrimental to the purpose of the event.
- D. Operator or its employees violate any provision of the Health Department.
- E. Operator or its employees fail to cooperate with event management staff.
- F. If Operator or its employees breach any of the agreements listed herein.

4. COST – In exchange for the right to promote and/or sell stated product (s) during the Atomic Days Event, the Operator agrees to pay Lost Rivers Chamber of Commerce **\$60.00** for booth space Friday and Saturday in the event area. Vendor provides all own equipment, tables, chairs, tents, electrical cords, etc. Booth size is 10 x 10. Allocated by Vendor representative.

5. PREMISES – Operator warrants that the premises shall be left in original condition as upon arrival; this includes picking up trash at and around Operator’s premises.

6. SET-UP AND DEPARTURE – Operator shall set up its Business Booth in accordance with the rules set by the event director. Set up may begin at 8:00 am, Friday, July 14th, and Saturday, July 15th, 2017 Thursday set up will be permitted, without security representation, upon request and notification. Booth shall be ready to begin operation by 10:00 am, Friday, July 14th, and 10:00 am, Saturday, July 15<sup>th</sup>, 2017. Spaces will be 10 x 10 unless otherwise stated requested and additional space paid for.

Due to event layout and space requirements, vendor’s vehicles cannot be parked alongside vendors’ booth. Vendors will be allowed to drop off merchandise and park in the designated area. Breakdown for Arts & Craft booths may begin any time after 3:00 pm July 16th. All vendors are allowed & recommended to remain open past 3:00 p.m.

7. DESIGNATED AREAS/ELECTRICAL NEEDS – Atomic Days will supply a standard 110 outlet for Operator at specific locations throughout the event IF REQUIRED, must let Vendor organizer know at time of booking. Location of Booth will be in block specified; exact location decision is made at the discretion of the event director and will depend on specific electrical needs. Operator must supply own extension cords. Operator agrees to operate all electrical equipment, including but not limited to lights and attachments, including all wiring in a safe, intelligent manner. Atomic Days cannot be held responsible for accidents caused by Operator not accurately utilizing this system. Operator agrees to use only designated receptacles in their pre-approved location. Operator is allowed a maximum of 20 amps. If more power is needed, there will be an additional charge based on need.

8. INDEMNIFICATION- Attraction Operator agrees to obtain commercial general liability insurance, including products, in an amount no less than \$1,000,000 for bodily injury and property damage from a

company acceptable to the organizers. Vendor agrees to obtain liability insurance to protect Operator during the event and to provide Atomic Days a certificate of insurance. Operator agrees to indemnify Atomic Days and any activity of the Operator during the event.

9. TAXES – Operator shall be responsible for the collection and payment of any tax upon the gross receipts as required by Idaho Law. Idaho SALES TAX – Operator must pay all sales tax to the state of Idaho in compliance with state and local sales tax laws.

10. TERMS – Booth fee is due with application. Registration deadline is July 1<sup>st</sup>, 2017; the Operator will not be allowed to set up unless vendor is paid in full. Upon signing this contract, Operator agrees to abide by the Terms and Conditions set forth herein.

#### VENDOR HOURS:

##### Friday

Setup: 8:00 am – 10:00 am

Vendor Hours: 10:00 – 9:00 pm

##### Saturday:

Setup: 8:00 am – 10:00 am

Vendor Hours: 10:00 am – 6:00 pm

#### TERMS & CONDITIONS:

1. Exhibits shall not display, sell, or dispense any items with offensive, profane, and/or drug related paraphernalia. The display, sale, or dispensing of these or any other items which in the opinion of the Lost Rivers Chamber of Commerce Board of Directors are inconsistent with the mission of the Lost Rivers Chamber of Commerce will result in the removal of vendor.
2. Exhibitor must check in with the Atomic Days official on duty before setting up.
3. Security will be the responsibility of the vendor. Atomic Days will not be responsible for damage to exhibit for any reason.
4. Exhibitor will be responsible for any trash in his/her area. Trash cans will be placed throughout the area and may be used by the vendors.
5. Exhibitors **shall not** transfer or sublet the space or any part thereof or permit the same to be used by any other person without the written consent of the event staff.
6. Event staff shall have the right to terminate the contract granted hereunder at any time without liability, upon the refund of the fee paid herewith. Refunds will be made if event is cancelled due to weather.
7. Exhibitor will indemnify and hold Event harmless from all costs, losses, damages, or expenses including expense of litigation and attorney's fees, resulting from any person or property arising out of any act of omission of vendor of his employees or other representatives. If requested, vendor will furnish Event staff with evidence that Exhibitor has insurance in force with a reputable insurer, including

coverage (with limits approved by the Event staff) against contractually assumed liability. The Atomic Days Festival, its officers, agents, or members shall not be held responsible for any loss nor damage due to theft, fire, accident, or other cause but will use reasonable care to protect the vendor from such loss.

8. Exhibit spaces shall not be reserved until payment is received.

9. No food or beverages will be given away free of charge.

**BOOTH RULES:** Booth assignments are made by Atomic Days staff based on operational and space requirements of the event. Therefore, Atomic Days reserves the right to refuse any application. Vendors must be checked in and materials placed in the assigned booth space during the designated set up time. Failure to set up during designated times, removal of vehicles from event grounds, or changing booth locations will be cause for removal of vendor. All merchandise should be clearly marked. Booth fee is for space and one 110 electrical connection, if applicable. Event does not provide table, chairs, tents or electrical cords.

Booth spaces are for individual vendors and may not be shared. All vendors are individually responsible for the collection and payment of state and local sales taxes.

Atomic Days Festival reserves the right to remove any vendor not abiding to program rules or failure to follow the instructions of official representatives of Atomic Days Festival.

Exhibitor Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Vehicle LIC#: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Describe Products Sold: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Booth Reservation:

# of booths needed \_\_\_\_\_

Electrical Requirements 110 \_\_\_\_\_

Call for additional space requirements or electrical requirements.

Vendor fee for booth space \$ \_\_\_\_\_

Contact phone : 208-970-8346

E-mail: lostriverschamber@gmail.com

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Operator Signature

\_\_\_\_\_  
Atomic Days Representative Signature

Please return this signed contract, along with your check (made payable to Lost Rivers Chamber of Commerce) Please keep in mind, spaces are limited and are assigned in order they are received! If your Business is not selected to participate at Atomic Days Festival, a full refund will be given.