

sundance

MOUNTAIN RESORT

2023 HARVEST MARKET ARTISAN & VENDOR AGREEMENT

The Sundance Harvest Market is an annual celebration of the fall season featuring carefully selected artisans and craftspeople, delicious food, live music, and activities for all ages.

DATE: Saturday, Sept. 23rd & Sunday, Sept. 24th, 2023
TIME: 10:00 AM – 4:00 PM (both days)
LOCATION: Sundance Mountain Resort - The Lawn
8841 North Alpine Loop Road, Sundance, UT 84604
CONTACT: Tara Boshard - Programming Coordinator
tarab@sundanceresort.com
Mari Turner - Programming Manager
mturner@sundanaceresort.com

~ Please ensure you read and understand ALL of the information below before filling out an application ~

APPLICATION PROCESS

The Sundance Harvest Market features handmade and crafted goods from local artisans and vendors. All products must be handmade, created, or grown by the applicant.

To become a Harvest Market artisan or vendor, submit the required application (See link on Harvest Market webpage to the BoothCentral application. You will be asked to set up a login in order to complete the application). If you understand and agree to everything in this document, please fill out the requested information on the application.

We will accept our first round of applications from April 3 - May 1, 2023. There is a \$10 non-refundable application fee to apply.

The Sundance Programming Team will review all vendor applications and decisions will be made based on product uniqueness, variety, quality, and overall appeal. We suggest you submit high-quality photos with your application that showcase your product and booth. Not all vendors who apply to our Market will be accepted. We strive to have a broad range of superior product types and only have space to admit a few booths for each product category (i.e. 3-4 jewelry booths, 3-4 photography/art booths, 3-4 children's booths, 3-4 artisan food or agricultural booths, etc).

Applicants will be notified by email if they are selected to participate in this year's Market. You will also be notified if you are not accepted, or offered a spot on our waitlist, in the event that another vendor drops out. If additional vendors are still needed after the first round of approvals, we will open applications again for a second round in mid-May.

BOOTH FEE

A booth fee of \$250 is due and payable upon notification of acceptance into the Sundance Harvest Market. If accepted, the credit card you entered into your BoothCentral account where you completed your application, will be

charged the full booth fee to reserve your spot. Booth fees are non-refundable once accepted into the Market. If you are not accepted, you will not be charged a booth fee.

BOOTH REQUIREMENTS

Each vendor will have an uncovered 10' x 10' space on the grass. All vendors are required to bring their own 10' x 10' WHITE tent, tables, chairs, and anything else you need for your booth display and setup. Your booth must have a professional sign with the name of your shop or business. Please ensure that your booth keeps with the harvest theme and that it is aesthetically pleasing and inviting. Pumpkins, fall flowers, or other seasonal decor is welcome and encouraged.

Booth spaces are assigned by the Sundance programming team and are not transferable. Tent weights are required to secure your booth no matter the weather forecast. It is the responsibility of each vendor to properly secure their tent and choose whether to remove all or some of their booth contents left on the lawn overnight for the second day. Sundance Mountain Resort is not responsible for anything that is damaged or stolen. Electricity is not available.

SECURITY

Security is provided by Sundance Mountain Resort. Our Safety Officers will be making rounds at the Market throughout the day, and overnight when the Market is closed. However, we cannot guarantee that your booth and its contents will be secure. Please do not leave your booth or cash box unattended during the day. Ensure your items are protected and secured overnight to be able to tolerate possible wind, weather, and prevent easy access. Sundance is not responsible for any loss or damage.

EVENT CHECK IN + BOOTH LOAD-IN & LOAD-OUT TIMES

Event check-in is required upon arrival and will begin at 7:45 AM and end at 8:30 AM on Saturday morning. Vendors are required to be completely set up and staffed both mornings by 9:45 AM, 15 minutes before the Market is scheduled to open for business. If you need help with your set up or load-in, please make the appropriate arrangements, as Sundance will not have extra staff available to help.

Tear down may begin no earlier than 4:00 PM when the market is scheduled to end each day. Vendors must be prepared to start booth tear down and load-out at 4:00 PM. If you require help, again please make the appropriate arrangements, as Sundance will not have staff available to help.

WEATHER

The Sundance Harvest Market is an outdoor event and not dependent on weather. It will take place on the set dates rain or shine. Fees will not be refunded in the event of rain, winds or other inclement weather. Each vendor must secure their tent with stakes and weights regardless of wind/weather. Vendors are responsible for any damages to or from their booth and/or products.

SALES TRANSACTIONS

All vendors are responsible for managing their own sales transactions and how they are processed. Please be prepared with the necessary electronic payment system, cash, and receipts. As a courtesy, Sundance Mountain Resort does provide free Wi-Fi access to all vendors. WiFi is generally good, but can become spotty at times so please have a back up in the result of temporary loss of service.

SALES TAX & TAX REGULATIONS

Vendors are to comply with all Utah State tax regulations and appropriate sales tax rates. Sales tax collections and remittances are the sole responsibility of the sellers. The tax commission provides tax packets for vendors that you will receive at check-in. If you do not receive the proper forms or have tax questions, contact the Special Event department directly at specialevent@utah.gov or call (801) 297-6303.

INDEPENDENT CONTRACTOR

Vendor represents and warrants that he/she is an independent contractor and will perform and discharge all obligations imposed on employers under workers compensation, unemployment compensation and insurance, disability benefits, social security, and all other applicable federal, state or local laws, or regulations, including but not limited to the withholding of taxes and filing of all returns and reports required of employers under the provisions thereof and payments of all assessments, taxes, contributions and other sums imposed thereunder. Vendor further represents and warrants that there is no principal agent relationship between Sundance Mountain Resort and Vendor.

INDEMNITY

Vendor is solely responsible for any acts, omissions, statements, or any commitment made by you or your employee. Vendor agrees that his/her performance will be in good taste and not in any way impair Sundance's image. Vendor shall defend, hold harmless and indemnify Sundance and Sundance's respective agents, representatives, principals, employees, officers and directors from any and all claims, suits, damages, expenses or liability resulting from or arising out of, any product liability, negligence, misconduct or breach of this Agreement by Vendor.

ATTORNEY FEES

In the event that any arbitration, action or other proceeding is instituted to remedy, prevent or obtain relief from disputes or claims arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs (including expert witness fees) incurred in such arbitration, action or other proceeding, including any and all appeals or petitions therefrom.

INVALIDITY

Should any part, term or provision of this application be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this application.

APPLICABLE LAW

This application is made and entered into in the State of Utah and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of Utah regardless of the place of the Event.

***There will be a verification box to mark at the bottom of your application confirming that you understand and agree to everything you have read in this document. Please ensure you have read everything carefully.**