

# Tuacahn Saturday Market

## Vendor Agreement Provisions

Updated March 2016

Participation in the market as a vendor signifies the vendor understands and agrees to the following provisions:

1. Tuacahn's Saturday Market focus is on fine arts, handcrafted items, home décor & seasonal farm fresh produce. Some resale items are allowed, however all merchandise must be pre-approved by show management. All artwork, images and merchandise items must be family friendly. Water and sodas may only be sold by food vendors as part of a meal and cannot be sold separately or by non-food vendors. Vendors are not permitted to sell any type of chances or conduct any type of "lottery" for his or her merchandise.
2. Canopy Spaces - a 10X10 white Canopy/Tent is mandatory (any other colored Canopy may be covered inexpensively with white fabric secured to the Canopy). Weights should be at least 30 to 50 Lbs. on each leg and must be used every week.
3. Sidewalk space - For a 5X10 no canopy is required but the price is the same as the canopy spaces.
4. Set up will begin no earlier than 8:00 am. Canopy and large fixture set up must be finished by 9:00 am. Tables must be covered to the ground with cloth covers (no plastic tablecloths). All items must be secure for periodic windy conditions. Tables must be covered to the ground with cloth covers only. All merchandise and fixtures must remain within the vendor's assigned space. If a vendor is unsure of the limits of their assigned space, contact Saturday Market management.
5. It is mandatory that booths are kept open for business until closing of the show at 1:00 pm. Canopies, tables and tablecloths must remain in place until the close of the market. Dismantling your booth early or leaving early will jeopardize future opportunities to participate in our market. Total cleanup must be completed within two hours after closing at 1:00 pm.
6. Vendors will be charged any cleaning or repair costs (grease on pavement, trash, destruction of site) incurred in conjunction with their participation in the market. Vendors may not use sidewalk chalk; this is only done by Tuacahn Management.
7. In case of inclement weather during the market, management may wait 20 minutes to consider possible changes in weather conditions before officially "calling the Show." If we do close the Market due to weather prior to 12:00 noon we will issue a booth credit to be used another week, no booth credits will be issued after 12:00 noon and vendors who leave before the Show is officially "called" will forfeit any booth credit. At beginning of a bad weather day, Saturday Market representatives may opt to move the Market to the upper covered plaza area. Vendors moved to the plaza due to the weather are FREE of charge. Vendors on the plaza are allowed a minimum booth set-up: No Canopies and a limit of 1 banquet size table.
8. Prepayment at Gift Gallery and check in at the Information Booth is mandatory prior to set up. Prepaid funds for the Saturday(s) of vendor's choice are non-refundable but may be used for any regular Saturday Market, (festival days may incur an additional charge).
9. Vendors must be in compliance with the Utah State Tax Commission Special Events Division. Monthly, Tuacahn submits to the Utah State Tax Commission the names and contact information of all vendors attending the market. The state tax commission will then send vendors a temporary sales tax license which vendors are required to file and pay to the Utah State Tax Commission. It is the vendor's responsibility to know and collect the current sales and use tax rates for Ivins, UT. This can be found at [www.tax.utah.gov](http://www.tax.utah.gov) or you can contact the tax commission directly: (801)297-6303. Their address is 210 No. 1950 W. Salt Lake City, Utah 84134. Please address all tax questions to the State of Utah and NOT TO SATURDAY MARKET.
10. No smoking is allowed outside of designated areas. This smoking designated area is the outer perimeter of the parking lot away from the public and Vendors. Consumption or selling of alcoholic beverages is strictly prohibited on Tuacahn property.
11. At the discretion of Tuacahn Market Management, any behavior or conduct deemed unacceptable by vendors shall be grounds for removal of said Vendor from the Market. Vendors agree to help maintain a positive atmosphere during and towards the show management, customers and all other vendors. Vendor's personal attire, actions, and language must be family friendly. I understand that grievances should be discussed with Saturday Market representatives in private and the discretion of the market representatives will prevail. I understand that circulating petitions is not permitted. Use of megaphones and/or music is not permitted by vendors if it is heard at the booth next to you.
12. Vendors assume responsibility for members of their party, including but not limited to: all assistants, associates, and helpers. All members of the vendor's party are subject to the provisions in the vendor agreement.
13. Vendors understand that failure to adhere to current contract provisions will result in dismissal from further participation in the market.
14. Vendors understand that the discretion of the Tuacahn Saturday Market representatives will prevail in all cases.