



**CITY COUNCIL MEETING  
OF THE CITY OF CEDAR HILLS  
Tuesday, May 15, 2018 7:00 p.m.**

Notice is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a **City Council Meeting on Tuesday, May 15, 2018, beginning at 7:00 p.m.** at the Community Recreation Center, 10640 N Clubhouse Drive, Cedar Hills, Utah. This is a public meeting and anyone is invited to attend.

**COUNCIL MEETING**

1. Call to Order Pledge led by Mayor Rees and Invocation given by C. Andersen
2. Approval of Meeting's Agenda
3. Public Comment: Time has been set aside for the public to express their ideas, concerns and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

CONSENT AGENDA (Consent items are only those which require no further discussion or are routine in nature. All items on the Consent Agenda are adopted by a single motion)

4. Minutes from the April 17, 2018 and the May 1, 2018 Work Session & City Council Meeting
5. Appointment of Tracy Lieberman to the Beautification, Recreation, Parks and Trails Citizens Advisory Committee

**CITY REPORTS AND BUSINESS**

6. City Manager
7. Mayor and Council

**SCHEDULED ITEMS**

8. Review/Action on a Resolution Certifying Authorized Users to Access and/or Transact with the Utah Public Treasurers Investment Fund (PTIF) on behalf of the City of Cedar Hills
9. Review/Action Authoring an Agreement to Allow a Farmers Market in Cedar Hills at Heritage Park

**ADJOURNMENT**

10. Adjourn

Posted this 11th day of May, 2018

/s/ Colleen A. Mulvey, City Recorder

- Supporting documentation for this agenda is posted on the city's website at [www.cedarhills.org](http://www.cedarhills.org).
- In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting.
- An Executive Session may be called to order pursuant to Utah State Code 54-4-204 & 54-4-205.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.
- This meeting may be held electronically via telephone to permit one or more of the council members to participate.



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Chandler Goodwin, City Manager
<b>DATE:</b>	May 15, 2018

City Council  
**Agenda Item**

<b>SUBJECT:</b>	Review/Action on a resolution certifying authorized users to access and make changes for the City of Cedar Hills Utah Public Treasurers Investment Fund (PTIF) accounts
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, City Manager; Charl Louw, Finance Director
<b>BACKGROUND AND FINDINGS:</b>	
<p>Adopting this resolution puts in place controls required by the State of Utah for accessing public funds in preparation for the state’s new online PTIF account management platform. Each user will be notified, as a check, when a user proposes any changes to the existing PTIF accounts. Having two participants helps the City monitor each approved user’s transactions and improve procedures in money management. The resolution authorizes Chandler Goodwin, City Manager, and Charl Louw, Finance Director to manage users and changes in the PTIF accounts.</p>	
<b>PREVIOUS LEGISLATIVE ACTION:</b>	
N/A	
<b>FISCAL IMPACT:</b>	
N/A	
<b>SUPPORTING DOCUMENTS:</b>	
PTIF Resolution	
<b>RECOMMENDATION:</b>	
To adopt the proposed resolution.	
<b>MOTION:</b>	
To approve Resolution _____, Certifying Authorized Users to Access and/or Transact with the Utah Public Treasurers Investment Fund (PTIF) on Behalf of the City of Cedar Hills, subject to the following changes {LIST ANY CHANGES}.	



Office of the  
State Treasurer

Public Entity Resolution  
Resolution No. 05-15-2018A

**1. Certification of Authorized Individuals**

I, Jenney Rees (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of the City of Cedar Hills (Name of Legal Entity). Please list at least two individuals.

Name	Title	Email	Signature(s)
Chandler Goodwin	City Manager	cgoodwin@cedarhills	
Charl Louw	Finance Director	clouw@cedarhills.org	

The authority of the named individuals to act on behalf of the City of Cedar Hills (Name of Legal Entity) shall remain in full force and effect until written revocation from the City of Cedar Hills (Name of Legal Entity) is delivered to the Office of the State Treasurer.

**2. Signature of Authorization**

I, the undersigned, Jenney Rees (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 15 day of May, 2018, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title
	May 15, 2018	Jenney Rees	Jenney Rees

STATE OF UTAH )  
 )  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to me on this 15 day of May, 2018, by Jenney Rees (Name), as Jenney Rees (Title) of the City of Cedar Hills (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal) Signature \_\_\_\_\_



# CITY OF CEDAR HILLS

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Chandler Goodwin, City Manager
<b>DATE:</b>	May 15, 2018

## City Council Agenda Item

<b>SUBJECT:</b>	Review/Action on a Farmers Market in Heritage Park
<b>APPLICANT PRESENTATION:</b>	Kelly Carter
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, City Manager
<b>BACKGROUND AND FINDINGS:</b> Some cities in our area operate a farmers market where local vendors can set up booths and sell various items such as fresh fruits and vegetables, also fresh bread, salsa, and honey among other items. The proposed farmers market would be in Heritage Park on Wednesday nights. The operation would be similar to the food truck rally in that the vendors would work directly with the purveyor of the market, paying them directly for the vendor space and advertising. Under the proposed agreement, Cedar Hills would expend no money; only allow the reservation of Heritage Park on Wednesday evenings for the operation of the market.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> N/A	
<b>FISCAL IMPACT:</b> N/A	
<b>SUPPORTING DOCUMENTS:</b> Sample contracts for farmers markets in Springville City and University Place	
<b>RECOMMENDATION:</b> Provide staff direction on how to proceed with a farmers market.	
<b>MOTION:</b> To approve the Mayor to enter into an agreement with Sunset Farmers Market to establish and run a farmers market in Cedar Hills for 2018, subject to the following conditions {LIST ANY APPLICABLE CONDITIONS}.	

**AGREEMENT**

(Happy Valley Farmers Market)

Agreement made the 27 day of June, 2017, by and between Springville City, a municipality of the State of Utah, with its principal office at 110 South Main Street, Springville, Utah (hereinafter referred to as "Springville") and Happy Valley Farmers Market a DBA of Jamie Wadley, with its principal office at 218 East 1800 South, Orem, Utah (hereinafter referred to as "Happy Valley").

**Purpose.** Springville wishes to have an innovative farmers' market held in Springville's Art Museum parking lot as specified herein (the "Farmers' Market"), and Happy Valley has agreed to operate and manage the Farmers' Market in accordance with this Agreement. **2.**

**Location, Dates & Time.** The parties desire to locate the Farmers' Market in parking lot of the Springville Museum of Art located at approximately the intersection of 200 East and 400 South in Springville (the "Farmers' Market Site"). The Farmer's Market Site is shown on Exhibit "A." The parties acknowledge and agree that Springville does not own all of the Farmers' Market Site. Most of the Farmers' Market Site is owned by the Nebo School District, and the School District allows the City to utilize the Farmers' Market Site pursuant to an interlocal agreement between the City and the School District. Accordingly, the parties agree that Springville has the unilateral right to relocate the Farmers' Market Site should it be necessary to do so for any reason or no reason. In the event that the Farmers' Market Site is relocated somewhere besides the Art Museum, the parties will discuss the new site before it is moved.

The Farmers' Market shall run in the months of July through October 2017, as follows:  
5:00 pm to 9:00 pm

July 31, 2017	September 4, 2017	October 9, 2017
August 7, 2017	September 11, 2017	October 16, 2017
August 14, 2017	September 18, 2017	October 23, 2017
August 21, 2017	September 25, 2017	
August 28, 2017	October 2, 2017	<b>**Birthday Theme**</b>

Happy Valley may begin setting up the Farmers' Market two (2) hours before the Farmers' Market is to begin on the above listed dates. The Farmers' Market must be cleaned up within one (1) hour after the Farmers' Market ends as stated on the above dates.

**3. Term of Contract.** This Agreement shall remain in effect through October 31, 2017.

This agreement may be terminated by either party by providing a ten (10) day written

notice of termination.

**4. Payments.** Springville City shall pay Happy Valley the total amount of \$3,000 for operating the Farmers' Market. The \$3,000 shall be paid to Happy Valley in two payments of \$1,500 each. The first payment will be paid on or before July 31, 2017. The second payment will be paid within five days after the last day of the 2017 Farmers' Market.

**5. Springville's Responsibilities.** Springville's sole responsibility under this Agreement shall be to provide the grounds for the Farmers' Market.

**6. Happy Valley's Responsibilities.**

a. Farmers' Market Activities. Happy Valley shall provide those Farmers' Market Activities as listed on Exhibit "B."

b. Electrical Power and Other Utilities. Happy Valley shall furnish all electric power and other utilities required for operation of the Farmers' Market. In the event that Happy Valley desires to obtain such electricity from Springville's municipal electric power system it shall pay all appropriate connection fees and charges for electric power and energy as provided by Springville's current power rate resolution. Any such connection shall be made in accordance with all applicable electrical codes.

c. Trash. Happy Valley shall be responsible for garbage collection within the premises of the Farmers' Market Site. Happy Valley shall restore the Farmers' Market Site to its prior condition upon conclusion of each day the Farmers' Market is held. Such restoration shall include cleaning and removal from the site of all refuse and debris.

d. Federal, State & Local Laws. Happy Valley shall operate the Farmers' Market in accordance with all relevant Federal, State and local laws, including, but not limited, to all worker's compensation and employer's liability insurance requirements. In the event that Happy Valley subcontracts any work for the Farmers' Market, Happy Valley shall require the subcontractor(s) similarly to provide worker's compensation insurance as required by the laws of the State of Utah.

**7. Indemnity.** Happy Valley shall indemnify, release and defend, with counsel of Springville's choice, and hold Springville and its elected officials, appointed officers, employees, agents, representatives, and volunteers harmless from and against any and all loss, damage, injury, death, accident, fire, or other casualty, liability, claim, lawsuit, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including Springville's property, from or by any person, entity, claimant, third party, Happy Valley and/or Happy Valley's employees, subcontractors, volunteers, invitees, agents or any other person or entity that is part of the Farmers' Market, arising from or relating to (1)

Happy Valley's operations under this Agreement; (2) any use of the Farmers' Market Site; (3) the Farmers' Market; (4) any act or omission of Happy Valley; (5) any bodily injury, property damage, accident, fire or other casualty to or involving Happy Valley or Happy Valley's employees, subcontractors, volunteers, invitees, agents or any other person or entity related to the Farmers' Market and its or their property on the Farmers' Market Site and/or adjacent areas caused by any act of Happy Valley or Happy Valley's employees, subcontractors, volunteers, invitees, agents or any other person or entity related to the Farmers' Market; (6) any violation by Happy Valley of any law or regulation now or hereafter enacted; (7) any loss resulting from the failure of Happy Valley to maintain the Farmers' Market Site in a safe condition, (8) any loss or theft whatsoever of any property or anything placed or stored by Happy Valley or Happy Valley's employees, subcontractors, volunteers or agents on or about the Farmers' Market Site and/or adjacent areas, and (9) any breach by Happy Valley of its obligations under this Agreement. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement, as long as the acts or conduct from which the claim arises occurs prior to the expiration or termination of this Agreement.

**8. Insurance.** Happy Valley shall, at Happy Valley's sole expense, maintain a policy of comprehensive commercial liability insurance insuring Springville's interests against claims for personal injury, bodily injury, death, and property damage arising out of Happy Valley's operation of the Farmers' Market and required duties under this Agreement, covering personal injury liability, bodily injury liability, and property damage liability on occurrence form of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate with waiver of rights of subrogation. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations during the Farmers' Market. Springville must be endorsed as an additional insured on such policy.

**9. Miscellaneous.**

Attorney's Fees: If any party is required to retain legal counsel in order to enforce this Agreement, with or without the commencement of a formal legal action, such party shall be entitled to recover its attorney's fees and costs from the breaching party or parties.

Binding Effect: This Agreement shall be binding on the parties and their respective heirs successors and assigns.

Governing Law: This Agreement shall be governed by the laws of the State of Utah.

Modifications: This Agreement shall not be amended or modified except by written document signed by the party to be charged with such amendment or modification.

Notices: Any notice, demand, request, consent, approval or other communication

(collectively, the "Notices") required or permitted to be given by any provision of this agreement shall be in writing and sent by hand-delivery, by special courier (for example Federal Express), by United States Certified Mail (return receipt requested, postage prepaid), or by telefax, addressed to the party to be so notified. Notice pursuant to this Agreement shall be deemed given pursuant to the following rules: if hand delivered, at the time of delivery; if sent by special courier, on the third (3rd) day after deliver to the courier; if mailed, on the later of the date of receipt or the third day after deposit thereof in the United States Mails; and if sent by telefax, on the date that the telefax is acknowledged as received.

Assignment: Neither party may assign this Agreement without the written consent of the other party.

No Waiver: No failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

Section Headings: The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement at Springville, Utah, the date first above written.

SPRINGVILLE CITY

BY: \_\_\_\_\_  
Wilford Clyde, Mayor

Attest:

\_\_\_\_\_  
City Recorder

HAPPY VALLEY FARMERS MARKET

By: \_\_\_\_\_  
Jamie Wadley, General Manager

## PROMOTION AGREEMENT

THIS PROMOTION AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Sunset Farmers Markets ("Entertainer") and UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company, ("Owner"), who owns or has control over that certain mixed-use development, commonly referred to as University Place located at 575 E University Parkway, Orem, Utah ("Shopping Center").

**1. Event.** Owner hereby grants to Entertainer access and use of the Venue (as defined herein) for its event, concert, festival and/or related activities scheduled to take place on July 6<sup>th</sup> - Oct 26th ("Event"). Entertainer shall be allowed access to the Venue the day of scheduled event no earlier than 10am and no road closures set. The location of such Event shall be The Orchard and shall include all existing amenities within such area ("Venue").

**2. Owner's Obligation's.** The following facilities are available at or in conjunction with the Venue:

Electricity  
Use of mall Bathrooms  
Use of The Orchard venue  
Loading area  
("Facilities").

**3. Entertainer's Obligations.** Any Event preparation and/or set up shall be performed in such a manner so as to minimize interference with Owner's tenants' use of the Shopping Center. Entertainer shall comply with all applicable laws. Entertainer shall keep the Venue and Facilities in good order and repair, and shall promptly repair all damage to the Venue caused by Entertainer, its employees, agents or contactors, other than ordinary wear and tear. Entertainer shall contact Owner's property manager at least twenty-four (24) hours' notice before the Event to coordinate the set-up, any on-going services required, and clean-up items related to the Event. Entertainer shall be responsible for, and shall also indemnify, hold harmless and defend Owner against, the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Entertainer. Moreover Entertainer shall be responsible for:

Staking or weighing down any canopies or tents  
Proof of Vendor/sponsor permits  
All electrical cords safely grounded  
No competing vendors of University Place Tenants  
No Food trucks  
List of vendors and sponsor and break-down of their subsequent roles to be approved by University Place  
Site map  
Proof of insurance

**4. Term.** Commencing on the date first written above, this Agreement shall continue until the later of the conclusion of the Event or the date on which all obligations of the parties set forth herein are fulfilled ("Term"). If the Event is cancelled within N/A \_\_\_\_\_ days of the scheduled date, Entertainer shall pay a cancellation fee in the amount of \$ \_\_\_\_\_.

5. **Fee.** Upon execution of this Agreement, NA shall pay to \_\_\_\_\_ a fee in the amount of N/A as consideration for this Agreement.

6. **Default.** In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default. The defaulting party shall have sixty (60) days to cure the default. In the event the defaulting party fails to do so within such sixty (60) day period, the non-defaulting party may terminate this Agreement upon thirty (30) days written notice without further liability of either party, except with respect to liabilities that have accrued prior to the date of termination.

7. **Insurance and Indemnification.** Entertainer shall indemnify, hold harmless and defend Owner from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees, arising from or out of the installation, operation, maintenance or removal of equipment and performance of the Event by Entertainer, except to the extent caused by the gross negligence or willful misconduct of Owner, its employees, agents or contractors in which case the Owner shall indemnify Entertainer. Entertainer shall maintain (a) comprehensive general liability insurance with a policy limit of not less than Two Million and 00/100 Dollars (\$2,000,000.00) to protect Owner against bodily injury or property damage resulting from the installation, operation or performance of the Event and (b) Worker's Compensation Insurance as required by law. Owner shall be an "additional insured" under such general liability insurance coverage and Entertainer shall provide a certificate of insurance to Owner. Entertainer shall provide written notice to Owner of any modification or cancellation of any insurance policy required under this Agreement at least twenty (20) days prior to the effective date of such policy modification or cancellation.

Each party shall indemnify, defend, and hold harmless the other party and its agents and employees, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, resulting from i) any breach of any representation, warranty covenant, or obligation of indemnifying party arising under the terms of this Agreement; ii) any failure of the indemnifying party to comply with applicable laws, statutes, ordinances, or regulations; iii) any act or omission or negligence of the indemnifying party or its employees, agents, contractors or invitees; and iv) any defect in any product or concession sold or provided as samples or free gifts by the indemnifying party during the Event.

8. **Notices.** All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Owner: University Mall Shopping Center, L.C.  
c/o Woodbury Corporation  
Attn: Legal Department  
2733 East Parleys Way, Suite 300  
Salt Lake City, UT 84109

If to Entertainer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Assignment.** Entertainer shall not assign or transfer this Agreement without the written consent of the Owner, which consent will not be unreasonably withheld or conditioned or unduly delayed.

**10. Limitation of Liability.** Neither party shall be liable to the other party for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services or down time cost, even if advised of the possibility of such damages.

**11. Promotion and Trademarks.** During the Term of this Agreement, Owner hereby grants to Entertainer, and Entertainer hereby accepts the right to use the names, logos and trademarks relating to the Venue in connection with the promotion of the Event. Entertainer hereby agrees not to disparage University Place or the Venue or any of its agents, officer, directors, or employees. For purposes of this Section 11, "disparage" shall mean any negative statement, whether written or oral, about University Place, Woodbury Corporation or its related companies. Entertainer hereby grants to Owner the right to use the names, logos and trademark relating to Entertainer in connection with promotion of the Venue.

**12. Miscellaneous.**

(a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

(b) Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

(c) This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns and shall be governed by the laws of the State of Utah.

(d) Owner reserves the right to hire photographers for all events at the Venue and Entertainer hereby consents to Owner's use of any such photographs for promotional purposes.

(e) In the event either party is required to bring legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable costs of such legal action, including reasonable attorney's fees.

(f) The party entitled to any revenue generated by the Event shall be solely responsible for any tax obligations incurred as a result of the activities contemplated herein.

**13. Immediate Default.** Owner reserves the right to place Entertainer in immediate default under this Agreement if at any time during the Event, Entertainer engages in unsuitable content, inconsistent with a family-oriented community standard, or dangerous conditions, in Owner's sole discretion. In the event of such default Owner shall have the immediate right to cease and correct such activity or terminate the Event.

**14. Removal.** At the expiration or termination of this Agreement, Entertainer shall remove all equipment, decorations, signage, banners and related items from the Venue and restore the Venue to its original condition, ordinary wear and tear excepted, by 10am Monday 10/30/17. Owner shall not be responsible for any rental equipment left within the Venue after the Event removal period.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Entertainer:

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

Print: \_\_\_\_\_

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

Owner:

**UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company**

**By: WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, Its Manager**

**By: \_\_\_\_\_**  
**Rob Kallas**

**By: \_\_\_\_\_**  
**Jamie Clanton**



## 2018 Vendor Handbook

### Pricing, Rules, Regulations & Contract

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and

Between Sunset Farmers Markets and vendor identified below:

Name \_\_\_\_\_

Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

Business Address \_\_\_\_\_

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

Telephone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

Facebook \_\_\_\_\_

Instagram \_\_\_\_\_

#### **Info needed for the Utah Tax Commission Special Events:**

Vendor's Social Security Number or Driver's License Number if it is a Utah Driver's License. **OR**  
Registered Business Federal Identification Number or a Utah Sales Tax Number.

\_\_\_\_\_

Vendor Class (Circle One) :

Community & Non-Profit Organizations, Farmer, Food Artisan, On-site Food Booth, Food Truck, Arts & Crafts, Products, Resell Products, Political, Service or Other: \_\_\_\_\_

Detailed description of items being sold:

Do we have your permission to publish your business information on our website and social media?  
\_\_\_\_ Yes \_\_\_\_ No

Please email [Sunset.farmers.markets@gmail.com](mailto:Sunset.farmers.markets@gmail.com) with photos of your products, logo and a paragraph about your business story. To help advertise Sunset Farmers Markets, please share Sunset Farmers Markets social media sites and website on your personal and business social media sites and website.

Website: [www.sunsetfarmersmarkets.com](http://www.sunsetfarmersmarkets.com)

Instagram: [www.instagram.com/sunsetfarmersmarkets](http://www.instagram.com/sunsetfarmersmarkets)

Facebook [www.facebook.com/sunsetfarmersmarkets](http://www.facebook.com/sunsetfarmersmarkets)

Please like us on facebook and then click invite friends.

## DATES, TIME AND LOCATIONS

### **Springville Civic Center**

110 S Main St, Springville, UT 84663

Mondays 5 PM - 9 PM July 9th - October 29th

17 Total Market Days

Link to full schedule: <http://www.sunsetfarmersmarkets.com/springville-schedule>

### **Cedar Hills**

More info coming soon!

Wednesdays 5 PM - 9 PM

### **The Orchard at University Place Mall**

575 E University Pkwy, Orem, UT 84097

Fridays 5 PM - 9 PM July - 13th - October 26th

16 Total Market Days

Link to full schedule: <http://www.sunsetfarmersmarkets.com/oreem-schedule>

**Markets you plan on participating in:**

**Springville Civic Center**

Full Market Season \_\_\_ Yes \_\_\_ No

List days you can't attend: \_\_\_\_\_

**Cedar Hills**

Full Market Season \_\_\_ Yes \_\_\_ No

List days you can't attend: \_\_\_\_\_

**The Orchard at University Place Mall**

Full Market Season \_\_\_ Yes \_\_\_ No

List days you can't attend: \_\_\_\_\_

**BOOTH FEES**

*Our number one goal is to help small local businesses thrive!  
All fees will be going into marketing the farmers markets, so each vendor will be  
successful at Sunset Farmers Markets!*

*Full Season Discount: 25% Off the first market you participate in, 35% Off the second market you  
participate in, & 45% Off the third market you participate in.*

**Community & Non-Profit Organizations**

\$0 a Day

**Farmers**

\$0 a Day (First 10ft x 10ft booth is free.)

Additional Booth is \$10.00

**Food Artisans ~ \$15 a Day**

***Full Season Discount:***

Springville \$191.25 (~\$11.25/day)

Orem \$180.00 (~\$11.25/day)

Both Markets \$347.25 (~\$10.52/day)

**Arts, Crafts, Products, On-Site Food Booths & Food Trucks ~ \$20 a Day**

***Full Season Discount:***

Springville \$255.00 (~\$15.00/day)

Orem \$240.00 (~\$15.00/day)

Both Markets \$463.00 (~\$14.03/day)

**Resell Products ~ \$30 a Day**

***Full Season Discount:***

Springville \$382.50 (~\$22.50/day)

Orem \$360.00 (~\$22.50/day)

Both Markets \$694.50 (~\$21.05/day)

**Political & Service ~ \$25 a Day**

***Full Season Discount***

Springville \$318.75 (~\$18.75/day)  
Orem \$300.00 (~\$18.75/day)  
Both Markets \$578.75 (~\$17.54/day)

Do you wish to pay for the full farmers market season to save money? \_\_\_\_ Yes \_\_\_\_ No

## PAYMENTS

1. A non-refundable \$25 application fee is required to be paid in full before Sunset Farmers Markets will review your application. The Market Director will email you an invoice for your application fee that you can easily pay with paypal or a credit card.
2. **Full Season Discount** invoice will be emailed that you can pay online or you may mail a check to 1755 N 2800 W Provo Utah, 84601.
3. If vendor decides to pay weekly booth fees vendor must paid by 4:00 PM day of market. Weekly booth fees can be paid with cash, check or sent to Sunset Farmers Market PayPal Account. PayPal account name: [Sunset.farmers.markets@gmail.com](mailto:Sunset.farmers.markets@gmail.com). Vendor must pay before setting up.
4. If vendor wishes to quit Sunset Farmers Markets booth fees are non-refundable.
5. Booth fees will not be refunded if the vendor is asked to leave the Market by a government agency, due to non-compliance with government regulations.
6. Sunset Farmers Markets will operate in RAIN or SHINE, SNOW or WIND. NO REFUNDS for cancellations or no-shows!
7. DANGEROUS WEATHER: If the market has to be cancelled do to dangerous weather you will be notified by 3 PM day of market via text and email. Booth fees will not be refunded!

## **NO REFUNDS. NO EXCEPTIONS.**

*All Sunset Farmers Markets fees are going back into funding the market!*

## FIXED BOOTH

Full season farmers market booth fees paid in full by June 1st, 2018 will be guarantee a booth for the duration of the full market season. Vendors are welcome to participate in fewer weeks, however space is limited and not guaranteed.

## SALES TAX

All vendors, with the exception of farmers that sell only freshly grown produce/plants grown by them, are required to collect sales tax from their customers and remit the sales tax to the Utah State Tax Commission. You will receive Sales and Use tax forms on the first market day at the Sunset Farmers Market Information Booth. Vendors are responsible for collecting sales tax and sending it to Utah State Tax Commission by the due date.

## SELLING OF PRODUCTS

All prices, terms of sale, etc. are between the buyer and the seller only. Vendors may not sell any items that are not listed and approved on their application. Market staff has the right to ask a vendor to remove any unapproved items from their booth. **Any required sales tax collection and remittances are the sole responsibility of the vendor.** Vendor assumes full liability for the products they market or sell and

hereby agree to hold Sunset Farmers Markets and/or Springville City and/or The University Place Mall and/or Cedar Hills City harmless of any claim of injury, or damage by seller, or other persons resulting from the use, consumption, disposition, display, or marketing of vendors products.

### **LIMITATION OF LIABILITY**

Sunset Farmers Markets and/or Springville City and/or The University Place Mall and/or Cedar Hills City are not responsible for injury, theft, or damage to the buyer, vendor or their property arising out of or pertaining to preparation for or participation in the farmers market; whether such injury, theft or damage occurred prior, during, or after farmers market. Seller further agrees to indemnify and hold these entities and their employees harmless of any such claims.

### **NONCOMPLIANCE**

Sunset Farmers Markets has the authority to ask any vendor to remove himself/herself and/or any product from the market and reserves the right to refuse acceptance, participation and continued participation (without refund) to any vendors who do not comply with market rules and regulations and/or do not meet market standards which include, but are not limited to: all local, city, state, and federal laws and market rules & regulations. Booth fees will NOT BE REFUNDED.

### **SETUP & TAKE DOWN OPERATIONS**

Markets will be held outside RAIN or SHINE. If unable to attend please contact the Market Director (Jessica (801) 400-5972) 24 hours before market day.

1. CHECK-IN is at 3:30 PM - 4:30 PM. Vendors will forfeit booth space if they do not arrive 30 minutes before opening.
2. Check in at the Sunset Farmers Markets booth to confirm booth assignment. Booth space is assigned at a first comes basis.
3. Setup and display must be completed by 4:45 PM.
4. Vendors are required to stay until the market closes at 9:00 PM. Any vendor found packing out or gone prior to 9:00 PM will be billed a \$25.00 FEE.
5. Vendors must weigh down their tents with 25lbs. minimum per tent leg. The rope/cord used to attach weights to tent must be rated for the weights being used.
6. Vendors are responsible for maintaining the cleanliness of the booth space as well as in front and behind vendors booth during the market.
7. Vendors are responsible for cleanup and carry out all garbage from premises from their booth. Do not use the garbage cans in the area provided for customers. Any charges that are incurred by the farmers market as a result of your vending (damages, trash clean-up, stains, etc) will be the responsibility of the vendor.
8. Vendors need to be completely cleaned up at least 1 hour after the market.

***A more detailed operation list will be mailed out for each market location closer to the markets start dates.***

### **ETIQUETTE**

Please talk with customers. You will have more business the more you interact with them. For instance, if you are sitting in a chair when a customer's visits your booth, please stand and engage them.

## **VENDORS**

### **Community & Non-Profit Organizations**

Nonprofits must have an EIN, a tax number or 501(c) 3 designations in order to participate. Copies of documents must be emailed to sunset.farmers.markets@gmail.com.

### **Farmers**

#### Raw Agricultural Products

Fruits, vegetables, grains, nuts, herbs, potted plants, and flowers must be grown by vendor.

#### Eggs

Eggs must come from chickens raised by vendor. Eggs must be kept at 41 degrees or less. Egg cartons must include safe handling procedures. DO NOT reuse egg cartons unless the carton is provided by the customer for you to fill. Eggs can be sold without a Department of Agriculture Certificate.

#### Honey

Honey vendors must be involved in beekeeping to be considered. Honey products require a Department of Agriculture Certificate.

#### Dairy

Dairy vendors must be involved with the care of dairy animals. Dairy products must be kept at 41 degrees or less. Vendors must provide a copy of their Department of Agriculture Certificate.

#### Meat

Meat must come from animals raised by the vendor. Meat products must be kept at 41 degrees or less. The retail sale of meat requires a Department of Agriculture certificate.

~ Vendors found in violation of the State of Utah Department of Agriculture or the Utah County Health Department Guidelines, by either the health inspector, Sunset Farmers Markets, Springville City, Cedar Hills City or the University Place Mall, shall be asked to remove the item(s) in question or relinquish their space and forfeit any fees paid to Sunset Farmers Markets.

### **Food Artisans**

1. Food that is prepared away from the market is regulated by the Utah State Department of Agriculture and must come from an approved commercial or "cottage" kitchen. Vendor is required to have a valid Food Handlers Permit from the Utah County Health Department. Vendors are responsible for obtaining the required approvals and permits from the Department of Agriculture.
2. Vendors found in violation of the State of Utah Department of Agriculture or the Utah County Health Department Guidelines, by either the health inspector, Sunset Farmers Markets, Springville City, Cedar Hills City or the University Place Mall, shall be asked to remove the item(s) in question or relinquish their space and forfeit any fees paid to Sunset Farmers Markets.

### **On-site Food Booths & Food Trucks**

1. Prepackaged food not produced by vendor or by a Utah business are prohibited for sale at Sunset Farmers Markets. Drinks are allowed.

2. Alcohol may not be sold at Sunset Farmers Markets.
3. Vendors are responsible for cleaning their vending area and disposing of waste products in accordance with the Utah County Health codes. Any charges assessed by the Springville Parks and Recreation Department for items such as grease and food stains will be passed on to and become the responsibility of the vendor.
4. On-site food vendors must acquire all proper permits required by the Health Department and the Department of Agriculture. Every person in the on-site food vendor booth who handles food must have a current State of Utah Food Handlers Permit, regardless of age. You can acquire a Food Handler's permit at the Utah County Health Department. All permits, both State and County, must be present and prominently displayed in the booth at all times.
5. Vendors found in violation of the State of Utah Department of Agriculture or the Utah County Health Department Guidelines, by either the health inspector, Sunset Farmers Markets, Springville City, Cedar Hills City or the University Place Mall, shall be asked to remove the item(s) in question or relinquish their space and forfeit any fees paid to Sunset Farmers Markets.
6. Food vendors are required to carry liability insurance.

7. **(FOOD TRUCKS are NOT permitted to participate in The Orchard at University Place Mall market. Sunset Farmers Markets has to get special permission from University Place Mall for each ON-SITE FOOD BOOTH.)**

#### **Arts & Crafts**

All arts and crafts must be handmade by the vendor or vendors family. Pre-manufactured, mass produced, imported or commercial arts and crafts will not be sold at Sunset Farmers Markets.

#### **Products**

All products must be produced by the vendor or vendors family.

#### **Resell Products**

Resell products must be produced in Utah or must be a health and wellness product. Resell products are strictly regulated by Sunset Farmers Markets.

### **PERMITS & LICENSING**

Vendors are responsible for all licensing and permits required by law to sell. Send copies of all your permits to [sunset.farmers.markets@gmail.com](mailto:sunset.farmers.markets@gmail.com).

### **HELPFUL RESOURCES**

Utah County Health Department Website

<http://www.utahcountyonline.org/Dept2/Health/index.asp>

Utah Department of Food and Agriculture

Phone Number: (801) 538 - 7152

<http://www.ag.utah.gov/>

Food Handler Permit

[http://www.utahcountyonline.org/Dept2/Health/Environmental%20Health/Food\\_Service/food\\_handler.asp](http://www.utahcountyonline.org/Dept2/Health/Environmental%20Health/Food_Service/food_handler.asp)

Food Sampling Permit

[http://www.utahcounty.gov/dept2/Health/Environmental%20Health/Food\\_Service/TemporaryFood.asp](http://www.utahcounty.gov/dept2/Health/Environmental%20Health/Food_Service/TemporaryFood.asp)

Cottage Kitchen Food Permit  
<https://ag.utah.gov/cottage-food-production.html>

Utah's Own Website  
<https://www.utahsown.org/>

- Utah's Own is a Utah Department of Agriculture marketing program that is dedicated to the promotion of Utah food products.

**I AFFIRM THAT I HAVE CAREFULLY READ THIS CONTRACT AND UNDERSTAND ITS CONTENTS AND PURPOSES AND AGREE TO ALL THE TERMS SET FORTH ABOVE AND TO PAY ALL ASSESSED CHARGES.**

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please scan signed contract and email it to [sunset.farmers.markets@gmail.com](mailto:sunset.farmers.markets@gmail.com) or mail it to 1755 N 2800 W Provo Utah, 84601.

