



**City of Yuma Heritage Festivals
Vendor Application**

For more information or to submit a vendor application, contact:
 Perlita Wicks, Heritage Festivals Coordinator
 One City Plaza, Yuma, AZ 85364
 perlita.wicks@yumaaz.gov | (928) 373-5028

Name and Date of Event _____

First Name _____ **Last Name** _____

Mailing Address _____ **E-Mail** _____

Phone _____ **Cell** _____

Business/DBA _____ **COY Business License #** _____

Food Handlers License # (if applicable) _____

All vendors must comply with the provisions set forth in the Vendor Insurance and Indemnity Requirements document and must provide their Arizona Tax ID number with each application (when applicable).

Booth Space Select your requirements: (rates per day)	<input type="checkbox"/> Non-Profit - \$50 <input type="checkbox"/> Corner Booth Requests are an additional \$50 <input type="checkbox"/> 10 x 10 - \$75 <input type="checkbox"/> Additional 10 x 10 space is \$75 each <input type="checkbox"/> 10 x 20 - \$100 <input type="checkbox"/> Please indicate additional size needed: _____
Electricity Select your requirements:	There is a \$20 charge for electricity. Available power on Main Street is 110 volts/15 amps. Do you need electricity? Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Food court vendors please see information sheet for additional power details.</i>
RV Space (if applicable)	Overnight RV space is available please see Vendor Rules and Regulations for details. Yes <input type="checkbox"/> No <input type="checkbox"/> RV License Plate # _____ State _____

Additional Required Information:

- Three (3) photographs of booth and items being sold. *Photos will not be returned.*
- Complete list of items to be sold:
 Main item - _____
 Additional items - _____

Acknowledgement and Release

By signing below, I agree that I will assume all risks that arise from my participation. I also hereby waive any claims against the City of Yuma and its co-sponsors for any injuries or loss that arise from our participation. Further, I grant full permission to the event organizers, promoters and sponsors or any agent authorized by them, to use any photographs, videos, recordings or any other record of this event for any legitimate purpose. I acknowledge that I have read, understand and agree to all the Vendor Rules and Regulations, and Vendor Insurance and Indemnity Requirements, both of which are attached and incorporated to this agreement by reference.

Signature _____ Date _____

To be completed by Heritage Festivals Coordinator		Date Application Received: _____	
Company or DBA: _____		AZ Tax ID # _____	
Copy of Food Handlers License: <input type="checkbox"/> Yes <input type="checkbox"/> No		Copy of Certificate of Insurance: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Space Assignment: _____		Notified: <input type="checkbox"/> Phone <input type="checkbox"/> Mail	
Size: _____		Food Vendor: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Booth Fee \$ _____	Deposit Amt \$ _____	<input type="checkbox"/> Cash <input type="checkbox"/> Chk # _____	<input type="checkbox"/> CC RV Parking \$ _____
+Electricity \$ _____	Balance \$ _____	<input type="checkbox"/> Cash <input type="checkbox"/> Chk # _____	<input type="checkbox"/> CC (Chk only) Chk # _____
=Subtotal \$ _____	Final Payment \$ _____	<input type="checkbox"/> Cash <input type="checkbox"/> Chk # _____	<input type="checkbox"/> CC
Deposit Payment:			
Credit Card # _____	Expires _____	Sec. Code _____	Approval # _____
Balance Payment:			
Credit Card # _____	Expires _____	Sec. Code _____	Approval # _____



City of Yuma Heritage Festivals Vendor Rules and Regulations

1. The City will not provide tables, chairs, booth frames, duct tape, and extension cords.
2. Vendors shall NOT obstruct walkways, to include: chairs, tables, signs, etc. in front of assigned location.
3. All booths must be professional in appearance. Minimum requirements must include a 10x10 canopy, or 'pop-up' shade structure. All tables must have a tablecloth and skirting draped to the floor on three sides. Booth must display professional signage, which identifies the business/organization, product(s) and pricing.
4. Electricity is limited and will be assigned on a 'first come – first served' basis according to when deposit and/or payment for said festival/event has occurred. **Cost for electricity is \$20.**
5. Electrical outlets are numbered and Vendors will be assigned a number for their booth. Vendors are not allowed to share electrical outlets; this is a safety compliance issue. Electrical appliances, such as heaters, will not be allowed in the booth.
6. **All Vendors shall** possess a current City Business License and/or Food Handlers Permit (if applicable).
7. **All Vendors agrees to and shall abide by the insurance and indemnity** provisions set forth in the Vendors Insurance and Indemnity Requirements for the City of Yuma. Vendors may purchase a Tenant Users Liability Insurance Policy (TULIP) at: <https://www.ebi-ins.com/e/tulip/apply.aspx>
8. **All Vendors, including non-profits are required** to have a City of Yuma Itinerant Business License for each day of the scheduled event. **The cost is \$20 per day.**
9. Vendors selling product MUST provide a copy of their AZ Tax ID number.
10. **All food vendors, including non-profits, are required** to have a Class ABC fire extinguisher and must have submitted a completed "Temporary and Special Event Food Service Application" with the Yuma County Health District. **\$10 fee per day of event.** For more information, please contact the Yuma County Health District at (928) 317-4584 and/or the City of Yuma Fire Department at (928) 373-4850.
11. **All food vendors, including non-profits, must adhere** to published "guidelines for temporary and special events food and drink concessions", as set forth by the Yuma County Health District.
12. FOOD VENDORS – Food permit, issued by the Yuma County Health District, must be visibly posted inside the concession booth.
13. No children are allowed in booths with open flames or grills.
14. **It is mandatory that all booths be completely set up ONE hour before the event and all vehicles MUST be off Main Street Plaza one hour before event opening.** This is an insurance company requirement.
15. Set up is the day of the festival/event, unless states otherwise for said event.
16. Vendor spaces will be clearly marked; vendors are required to stay within these markings.
17. The City of Yuma Heritage Festivals reserves the right for placement of all booths and product. Only completed and approved applications, with all required documents and photos will be considered for booth placement. **ALL BOOTH PLACEMENTS ARE FINAL!**
18. Vendors must unload vehicle and remove vehicle off the street/plaza prior to setting up booth.
19. **Vendors shall not drive on the plaza area until the event is over.**
20. All Vendors are responsible for cleaning up their booth area during and at the close of the event.
21. No leftover food, cooking oils, or grease will be dumped into trashcans or planter areas – dumpsters will be available at a designated locations – check booth placement map.
22. Consumption and/or possession of alcoholic beverages by vendors and/or workers are prohibited. Vendors will be held responsible for any violations.
23. All items to be sold at booth must be indicated on application. The Heritage Festival Coordinator must be notified of any changes at least 48 hours prior to festival/event. Should changes in the items to be sold occur without required approval, suspension of the right to set-up a booth for any future events may occur.
24. No spaces will be held without pre-payment.
25. NO REFUNDS will be given to vendors who do not show up for festival/event.
26. CANCELLATIONS/REFUND: The City of Yuma Heritage Festivals will credit vendor accounts to be used in future shows (upon approval) only if notice is given two weeks prior to said event. Refund checks will be issued under certain circumstances only.

27. The sponsors of this event will not be liable for any liabilities whatsoever for the failure to fulfill conditions under which the event is being produced: due to natural causes, act of God, or any other causes beyond the control of the City of Yuma Heritage Festivals.
28. No spaces will be held without pre-payment of a minimum of \$100 deposit and completed and approved application, with all required documents and photos. Full payment is due 30 days prior to event. No applications will be accepted after two weeks prior to schedule festival/event, without Visa, MasterCard or certified funds. Failure to pay in a timely manner will result in loss of deposit.
29. Payment problems with checks and/or credit cards will result in restriction to cash or money order payment for future shows. **There will be a fee of \$45 for returned checks.**
30. Each event will limit the number of duplicated merchandise, to ensure vendor success.
31. RV Parking - Limited space is available on a 'first come, first served' basis. **Raw parking available for \$25 per event** – spaces located at the corner of Main Street and 1st Street. NO amenities available. (See attached map)
32. The Festival provides security at the festival site. However, the Festival is not responsible for the security of individual vendor booths. Vendors are responsible to secure their own booths, supplies and equipment.

The Vendor signing this application acknowledges they have read, understand and agree to all the Heritage Festivals Vendor Rules and Procedures and the Vendor Insurance and Indemnity Requirements for the City of Yuma.

The City of Yuma Heritage Festivals reserves the right to refuse entrance to any said event based on non-compliance with rules and regulations.

VENDOR INSURANCE AND INDEMNITY REQUIREMENTS FOR CITY OF YUMA

Insurance Qualifications: Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at Vendor's own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the Vendor shall either (1) obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents, and volunteers, or (2) provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Additional Insured: To the fullest extent permitted by law for claims arising out of the work or services of the Vendor, **all policies**, except Workers Compensation, shall name and endorse the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

Waiver of Subrogation: Vendor hereby grants the City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. Vendor agrees to obtain an endorsed waiver of subrogation against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Vendor, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Primary Insurance: The policies of insurance required under this section are to be primary insurance policies and any insurance policy maintained by the City is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein. In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

Evidence of Insurance: Before the commencement of any services, Vendor shall provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the endorsements as required by this Agreement, issued by Vendor's insurance as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. Moreover, failure to provide evidence of required insurance as set forth below shall delay payment for services rendered. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be insurer's responsibility to forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the event title and date, and this Agreement. All policies and forms must be satisfactory to the City.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to: City of Yuma, Heritage Festivals
One City Plaza
Yuma, AZ 85364-1436

A. Commercial General Liability

Initial Vendor shall maintain limit no less than \$1,000,000.00 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.00. If Vendor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor.

B. Worker's Compensation and Employers' Liability

Initial Vendor understands and agrees that Vendor's employees, agents, and directors, are not serving as employee of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. Vendor acknowledges that any injury its employees sustain in the performance of this Contract will be not be eligible for industrial benefits and any necessary treatment will be Vendor, or Vendor' insurer's, sole responsibility. Vendor shall notify its insurance carrier that Vendor has waived subrogation against the City, and its employees, agents, officers, and officials with regard to Worker's Compensation and Employers' Liability.

INDEMNIFICATION: To the fullest extent allowable by law, Vendor agrees to indemnify, defend, and

Initial hold harmless the City, and its departments, agencies, agents, officials, officers, directors, employees, and volunteers (collectively "Indemnitee") for, from and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which Indemnitee may become subject, under any theory of liability whatsoever, (collectively "Claims") whether real or asserted, resulting from and/or arising out of Vendor's intentional, reckless, or negligent acts, directives, mistakes, errors, or omissions in performance or non-performance of any provisions of this Contract, except to the extent such Claims arise out of or are based upon the acts, mistakes, errors, or omissions of Indemnitee. This indemnification provision shall apply to any and all any intentional, reckless, or negligent acts, mistakes, errors, or omissions of Vendor's departments, agencies, directors, officers, employees, volunteers, contractors, sub-contractors, and independent contractors, whether employed directly or indirectly by Vendor.

The amount and types of insurance coverage required above are minimum amounts and do not limit the scope of indemnity required.

Company Name: _____ **Authorized Person:** _____

Vendors's License #: _____ **Signature:** _____

Location:

Services:

~~~~~FOR CITY USE ONLY ~~~~~

**Date:** \_\_\_\_\_

**Insurance Policy Effective from** \_\_\_\_\_ **to** \_\_\_\_\_

**Approved:** \_\_\_\_\_