



City of Yuma Heritage Festivals
Vendor Donation Application

For more information or to submit a vendor application, contact:

Joanne Fiser, Heritage Festival Coordinator
One City Plaza, Yuma, AZ 85364
Joanne.Fiser@yumaz.gov | (928) 373-5028

- Trick or Treat on Main Street, Oct 31
- Medjool Date Festival, Jan 26 ***
- BBQ & Brew Festival, Feb 22-23 *** per day
- Cinco de Mayo Block Party, May 4
- Christmas Lighting on Main Street, Dec 1
- Boogie Brews & Blues Festival, Feb 16
- Music on Main Block Party, March 16
- Celebrate the Heat, Sept 7

Business Name _____

First Name _____ **Last Name** _____

Mailing Address _____ **E-Mail** _____

Phone _____ **Cell** _____

Business/DBA _____ **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"/> 10 x 10 - \$100*** <input type="checkbox"/> 10 x 20 - \$125***	<input type="checkbox"/> Additional Non-Profit Space \$50 each <input type="checkbox"/> Additional 10 x 10 space is \$100 each <input type="checkbox"/> ***Major Event - Additional Booth Fee Applies add \$50
Electricity Select your requirements:	There is a \$20 charge for electricity. LIMITED 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>	

Additional Required Information: Vendors are not allowed to sell or distribute beverages.

- One (1) photograph of your booth. Email to event coordinator.
- **Complete** list of items to be sold/distributed:
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 _____

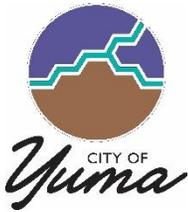
To be completed by Festival Coordinator		Date Application Received: _____	
Company or DBA: _____ AZ Tax ID # _____		Food Vendor: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Copy of Food Handlers License: <input type="checkbox"/> Yes <input type="checkbox"/> No		Copy of Certificate of Insurance: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Space Assignment: _____ Size: _____		Staff Initials: _____	
Booth Fee \$ _____		Receipt # _____	
Additional \$ _____ Total \$ _____		<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> CC	

Make checks payable to **City of Yuma** Please return application and payment to:
City of Yuma c/o Heritage Festivals, One City Plaza, Yuma, AZ 85365
Contact 928-373-5028 or email: Joanne.Fiser@yumaz.gov for additional information.

Passed Fire Marshal Inspection Passed Fire Marshal Inspection _____

CHECKLIST: Insurance Cert Waiver of Subrogation Endorsement Additional Insured Endorsement Primary / Non Contributory Endorsement **POSSESES 2A:10B:C Fire Extinguisher Class K Fire Extinguisher DATE**

We will not reserve space or accept payment without these documents attached to the application.



City of Yuma Heritage Festivals Vendor Rules & 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. Cords must be taped down to avoid tripping hazard.**
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 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>
7. Vendors selling product MUST provide a copy of their AZ Tax ID number and possess an Itinerant Business License. Contact City of Yuma Tax & License Specialist 928-373-5074.
8. **All food vendors, including non-profits, are required** to have a Class 2A:10B:C portable fire extinguisher.
9. **All food vendors who use propane, oil, flame, grease, grill, charcoal, etc. are required** to possess a **Class K Portable** Fire extinguisher.
10. **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.
11. **FOOD VENDORS** – must have submitted a completed "Temporary and Special Event Food Service Application" with the Yuma County Health District. **\$13 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.
12. 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 unauthorized vehicles MUST be removed from the plaza one hour before event opening and parked in the designated parking area.** *This is an insurance company requirement. Bollards will be in place. Entry will not be admitted once bollards are up.*
15. Set up is the day of the festival/event, unless states otherwise stated for said event.
16. Check in is required prior to setting up your booth. Upon arrival, call the festival coordinator.
17. Vendor spaces will be clearly marked; vendors are required to stay within these markings.
18. 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 will be considered for booth placement.
19. Vendors must unload vehicle and remove vehicle off the street/plaza prior to setting up booth.
 20. **Vendors shall not drive on the plaza until the event is over, and the majority of patrons have evacuated. DO NOT break down early.**
 21. All Vendors are responsible for cleaning up their booth area during and at the close of the event.
 22. **No leftover food, cooking oils, or grease will be dumped into trashcans or planter areas** – dumpsters will be available at designated locations – check booth placement map.
 23. Consumption and/or possession of alcoholic beverages by vendors and/or workers are prohibited. Vendors will be held responsible for any violations.
 24. 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.
 25. NO REFUNDS will be given to vendors who do not show up for festival/event.
 26. CANCELLATIONS/REFUND: The vendor fee is non-refundable/non-transferable.
 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 Parks & Recreation Festivals.
 28. No spaces will be held without a complete applications, pre-payment, and the required insurance certificates with endorsements. Full payment is due 30 days prior to event. No applications will be accepted after one week prior to schedule festival/event, without Visa, MasterCard or certified funds.
 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 based off projected attendance.
 31. 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.
 32. This is a "rain-or-shine" event and will occur on the scheduled date regardless of weather.
 33. A mandatory vendor meeting will be scheduled two week prior to each event. Notice of meetings will be sent via email.

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

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

INSURANCE AND INDEMNITY REQUIREMENTS FOR CITY OF YUMA

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

POR FAVOR LEA CUIDADOSAMENTE! ESTE ES UN DOCUMENTO LEGAL QUE AFECTA SUS DERECHOS LEGALES.

Standard Hold Harmless Clause for Special Events: The Event Sponsor by and through the Applicant agrees to indemnify, defend, and hold harmless the **City of Yuma** from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind of description, including attorney's fees and/or litigation expenses, brought by or incurred by the City of Yuma on account of loss or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in whole or part, by reasons of any act, omission, professional error, fault, mistake, or negligence of employees, agents, or representatives of same in connection with or incident to the performance of this agreement, or arising out of Workers' Compensation claims of employees or volunteers of City of Yuma, Event Sponsor and/or its subcontractor's volunteers or employees. Claims under this section shall not extend to any liability caused by the sole negligence of the City of Yuma or City of Yuma employees.

Insurance Qualifications: Without limiting any obligations or liabilities of Event Sponsor, Event Sponsor shall purchase and maintain, at Event Sponsor'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 Event Sponsor 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 Event Sponsor, 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: Event Sponsor 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. Event Sponsor 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 Event Sponsor, 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, Event Sponsor 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 Event Sponsor'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,
ATTN: Administration
One City Plaza
Yuma, AZ 85364-1436

A. Commercial General Liability

Initial Event Sponsor 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 Event Sponsor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Event Sponsor.

B. Worker's Compensation and Employers' Liability

Initial Event Sponsor understands and agrees that Event Sponsor's employees, agents, and directors, are not serving as employees, agents, or partners of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. Event Sponsor 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 Event Sponsor, or Event Sponsor's insurer's, sole responsibility. Event Sponsor shall notify its insurance carrier that Event Sponsor has waived subrogation against the City, and the City's employees, agents, officers, and officials with regard to Worker's Compensation and Employers' Liability.

INDEMNIFICATION:

Initial I _____ am an authorized representative of the event sponsor and to the fullest extent allowable by law, Event Sponsor 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 Event Sponsor'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, directives, errors, or omissions of Event Sponsor's departments, agencies, directors, officers, employees, volunteers, contractors, sub-contractors, and independent contractors, whether employed directly or indirectly by Event Sponsor.

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

Applicant Printed Name _____

Signature of Authorized Representative _____ Date _____