



City of Yuma Heritage Festivals Vendor Rules & Regulations

1. The City will not provide tables, chairs, booth frames, duct tape or 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 not available for this competition.**
5. If the vendor is bringing their own generator as a power source, **the MAXIMUM decibel level is 80 dB**. The vendor shall monitor generator noise level to ensure vendor is in compliance. Generators found to exceed the maximum decibel level will be asked to be shut off and find another source of power.
6. **All Vendors selling or distributing food or product agree 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> Venue Code: 0458-007
7. ALL Vendors promoting or selling product or services MUST provide a copy of their **COY Business License**, and possess a **Secondary Location License**. Or must provide a copy of their **Itinerant Business License** w/ their **AZ TPT ID number**. Contact City of Yuma Tax & License Specialist 928-373-5074 within 10 business days prior to event.
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 SELLING OR DISTRIBUTING PRODUCT** – 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.*
- 15. Check in is required prior to setting up your booth. Upon arrival, call the festival coordinator.**
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 will be considered for booth placement.

18. All Vendors are responsible for cleaning up their booth area during and at the close of the event.
19. **TRASH, GREASE, ASH AND COALS SHALL BE DISPOSED OF INTO THE PROVIDED TRASHCANS** – dumpsters will be available at designated locations – check booth placement map.
20. Consumption and/or possession of alcoholic beverages by vendors and/or workers are prohibited. Vendors will be held responsible for any violations.
21. 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.
22. NO REFUNDS will be given to vendors who do not show up for festival/event.
23. CANCELLATIONS/REFUND: The vendor fee is non-refundable/non-transferable.
24. 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.
25. 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.
26. 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 \$25 for returned checks.**
27. Each event will limit the number of duplicated merchandise, to ensure vendor success based off projected attendance.
28. 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.
29. This is a "rain-or-shine" event and will occur on the scheduled date regardless of weather.

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 rising 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 _____