



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@YumaAz.gov
 O: (928) 373-5028 C: (928) 581-4501

- Celebrate the Heat, Sept 7, 2019
- Trick or Treat on Main Street, Oct 31, 2019
- Christmas Lighting on Main Street, Dec 7, 2019
- Medjool Date Festival, Jan 25, 2020
- BBQ & Brew Festival, Feb 28-29, 2020 **per day
- Music on Main Block Party, March 14, 2020
- Cinco de Mayo Block Party, May 2, 2020
- Celebrate the Heat, Sept 12, 2020

Business Name _____

First Name _____ **Last Name** _____

Mailing Address _____ **E-Mail** _____

Phone/Cell _____ **Social Handle** _____

Booth Space Select your requirements: (rates per day)	<input type="checkbox"/> 10 x 10 Non-Profit - \$50 Secondary License or Itinerant License Fee Waived for Non-Profit.	<input type="checkbox"/> 10 x 10 - \$100 Includes \$20 Secondary License or Itinerant License Fee	<input type="checkbox"/> 10 x 20 - \$150 Includes \$20 Secondary License or Itinerant License Fee
	Electricity Select your requirements: There is a \$25 charge for access to 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 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

COY Business License: **COY Business License** # _____ **Secondary Location License** # _____

Itinerant Business License: **Itinerant Business License** # _____ **AZ TPT License** # _____

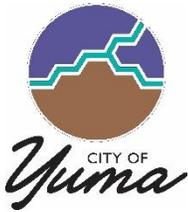
Booth Fee \$ _____ License Fee \$ _____

Additional \$ _____ **Total** \$ _____ **Receipt #** _____ **Staff Initials** _____

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 85364 Contact 928-373-5028 or email: Joanne.Fiser@YumaAz.gov for additional information.

CUSTOMER SERVICE DEPOSIT: \$ _____ into 171D 260000 DON _____
 LICENSE FEE'S ARE TRANSFERRED TO TAX & LICENSE DEPT. \$ _____

CHECKLIST: Insurance Cert Waiver of Subrogation Endorsement Additional Insured Endorsement
 Primary / Non Contributory Endorsement Food Handlers License #: Yes No N/A
 Vendor POSSESSES 2A:10B:C Fire Extinguisher Class K Fire Extinguisher INDEMNITY PAGE 5 ATTACHED
HERITAGE FESTIVALS WILL NOT ACCEPT PAYMENT WITHOUT ABOVE CHECKLIST REQUIREMENTS COMPLETED.



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 **limited available power on Main Street is 110 volts/15 amps**. Use of electricity is not guaranteed. Access to electricity is assigned on a 'first come – first served basis. **Cost for electricity is \$25. Cords must be taped down, or covered to avoid tripping hazards.** 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.
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. The \$25 electrical outlet access fee may apply.
6. **All Vendors 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** – 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 shall not drive on the plaza until the event is over, and the majority of patrons have evacuated. DO NOT break down early.**
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 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 REFUNDS will be given to vendors who do not show up for festival/event.
25. CANCELLATIONS/REFUND: The vendor fee is non-refundable/non-transferable.
26. 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.
27. 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.
28. 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.**
29. Each event will limit the number of duplicated merchandise, to ensure vendor success based off projected attendance.
30. 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.
31. 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 Indemnify 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 _____

SPECIAL EVENTS

The following information applies to any organization, group, or person who wants to participate in an event sponsored or co-sponsored by the City of Yuma

- LOCATION – The allowed events are located at COY parks, Historic Main Street/North End, And Desert Sun Stadium.
- FEE – **The fee for conducting the event is \$20.00 per day.** This fee can be waived for school organizations or non-profit organizations (as defined by the IRS) with the following requirements:
 - School clubs or groups must provide a letter on school letterhead and signed by a member of the staff acknowledging the event as a school sanctioned fundraising activity.
 - Non-profit groups must provide a copy of the IRS (Internal Revenue Service) or ADOR (Arizona Department of Revenue) letter showing that non-profit status was granted to the organization.
- BUSINESS LICENSE APPLICATION – A City of Yuma Business License Application must be completed and signed by an adult who will become the contact person for the business.
- TIME LIMITS – no more than 3 consecutive days per event. Maximum of 9 days per calendar year for non-local clubs or groups.

Once all the above requirements have been met and the application is approved, you will be contacted to remit your fee and a receipt will be issued. This receipt must be present at all times during the event

REQUIRED ITEMS

Completed application
Copy of identification
Copy of Arizona TPT certificate (if making sales of any kind. Not required for non-profits)
Copy of health permit

IMPORTANT NOTICE!! PLEASE READ!!

NOTICE REGARDING IDENTIFICATION FOR APPLICANTS

Effective September 30, 2008 the Arizona Revised Statute 41-1080 requires all individuals applying for a business license to present identification indicating the individual's presence in the United States is authorized under federal law. ¹

Please refer to the ARS statute for a detailed list of acceptable forms of identification.

*The states that don't have lawful presence requirements are **California, Colorado, Connecticut, Delaware, Hawaii, Illinois, Maryland, New Mexico, Nevada, New York, Utah, Vermont, and Washington.** If your driver's license is issued by one of these states, you must provide a secondary form of identification.

¹Does not apply to registered corporations

CITY OF YUMA BUSINESS LICENSE APPLICATION

**ONE CITY PLAZA
YUMA, ARIZONA 85364
(928) 373-5074
TTY (928) 373-5149**



City of YUMA



City of YUMA

This application must be filed before you can lawfully engage in business within the City of Yuma. A separate license is necessary for each business location as provided by the Yuma City Code, Title 7. This license is not transferable and shall be valid until owner requests cancellation in writing or revoked by the City License & Tax Division. All business license holders must also comply with the city codes in regards to their operations and facilities. All businesses located in the city must comply with all ordinances, regulations, and requirements affecting public peace, health, and safety. (Last revision Nov 2017)

THIS BOX FOR OFFICE USE ONLY

BL PLAN # _____ CONTROL # _____ DATE RECEIVED _____
LICENSE # _____
APPLICATION # _____ RECEIVED BY _____

1. ORGANIZATION / BUSINESS / PERSON NAME _____
2. CONTACT PHONE () _____ E-MAIL _____
3. LOCATION OF EVENT _____
ADDRESS _____ CITY / STATE / ZIP _____
4. MAILING ADDRESS _____
PO BOX OR ADDRESS _____ CITY / STATE / ZIP _____
5. DESCRIPTION OF EVENT & VENDOR TYPE _____

6. DATE OF EVENT _____ ARIZONA TPT # _____

WILL THERE BE CHEMICALS ON SITE? YES NO (Customer signature required) _____

7. IS THIS ORGANIZATION NON-PROFIT YES NO
(TO CLAIM NON-PROFIT STATUS YOU MUST HAVE A COPY OF YOUR I.R.S. LETTER)

8. CONTACT PERSON (MUST BE 18 YEARS OR OLDER) _____

HOME ADDRESS _____
STREET _____ CITY / STATE / ZIP _____

HOME PHONE _____ CELLULAR / OTHER _____

DRIVER'S LICENSE # _____ STATE ISSUED _____

ADDITIONAL CONTACT PERSON _____

HOME ADDRESS _____
STREET _____ CITY / STATE / ZIP _____

HOME PHONE _____ CELLULAR / OTHER _____

DRIVER'S LICENSE # _____ STATE ISSUED _____

IF YOU ARE A NON-PROFIT ORGANIZATION, PLEASE COMPLETE THIS ADDITIONAL INFORMATION

FOR NON-PROFIT ORGANIZATIONS ONLY – PLEASE COMPLETE THE INFORMATION BELOW

ORGANIZATION / CORPORATE NAME _____

ORGANIZATION ADDRESS _____
ADDRESS CITY / STATE / ZIP

PHONE _____ EIN/TIN/FIN ID # _____

DATE OF INCORPORATION _____ STATE OF INCORPORATION _____

LIST AT LEAST ONE OFFICER OF THE ORGANIZATION

NAME _____ TITLE _____

HOME ADDRESS _____
ADDRESS CITY / STATE / ZIP

NAME _____ TITLE _____

HOME ADDRESS _____
ADDRESS CITY / STATE / ZIP

INFORMATION ABOUT FUNDRAISERS

- 1. The business allowing your organization to conduct your fundraiser must provide you with written permission to do so. This must be on their business letterhead OR must have a business card attached.**
- 2. The license fee of \$20 per day can only be waived with a copy of your IRS designation letter confirming your status as non-profit.**
***School clubs or teams may provide a short statement, on school letterhead, regarding the schools knowledge of the fundraising event. Must be signed by authorized school personnel.**
- 3. There is a limit of 3 consecutive days per event.**
- 4. Non-local clubs, groups, or persons have a maximum of 9 total days per year.**

I swear that all statements made in this application are true and complete to the best of my knowledge. I understand that any false statements of material facts and failure to pay and renew in a timely manner will subject me to the remedies as prescribed in the Yuma City Code, Title 7. I also agree to comply with all Federal, State, County, and City laws as pertains to this business. I understand that the issuing of the business license will allow city staff to begin performing certain reviews and / or inspections of my business operations and the building(s) in which they reside. I further understand that the issuance of my business license does not waive or release me from complying with all current city codes, including but not limited to: zoning, building, public works and fire. Non-compliance issues may be identified as a result of these reviews and / or inspections. I acknowledge that I may not be allowed to operate my business until all identified issues have been resolved and that I have read and understand the attached portion of this application that summarizes the review and inspection process.

CONTACT NAME (PRINTED) _____ TITLE _____

SIGNATURE _____ DATE _____

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF YUMA DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY IN THE ADMISSION OF OR ACCESS TO OR TREATMENT OR EMPLOYMENT IN ITS PROGRAMS, ACTIVITIES, OR SERVICES. FOR INFORMATION REGARDING RIGHTS AND PROVISIONS OF THE ADA OR SECTION 504, OR TO REQUEST REASONABLE ACCOMODATIONS FOR PARTICIPATION IN CITY PROGRAMS, ACTIVITIES, OR SERVICES CONTACT: ADA/SECTION 504 COORDINATOR, CITY OF YUMA HUMAN RESOURCES DIVISION, ONE CITY PLAZA, PO BOX 13012, YUMA, AZ 85366-3012 OR CALL 928-373-5127 (TTY 928-373-5149).

**** Important Information ****