



YumaCon 2019 Vendor Donation Application

Application Due: September 6, 2019

Event Date: October 5, 2019 at the Yuma Civic Center

First Name _____ **Last Name** _____
Mailing Address _____ **E-Mail** _____
Phone _____ **Cell** _____
Business/DBA _____ **Arizona Tax ID Number** _____
Food Handlers License Number (food vendors only*) _____

Please return application in person at the Yuma Art Center or e-mail to YumaCon@yumaaz.gov.

Make payment to: Yuma Art Center, 254 S. Main Street, Yuma, AZ 85364

Booth fees are nonrefundable and nontransferable. Applications are not complete without payment.

Vendor Booth Each booth will be furnished with 1 8ft table and 2 chairs per 10 x 10 space.	<input type="checkbox"/> 10 x 10 - Artist or Student Booth - \$25 (no electricity available, see #3 under terms and conditions) <input type="checkbox"/> 10 x 10 - \$55 (electricity upon request) <input type="checkbox"/> 10 x 20 - \$110 (electricity upon request)
Electricity Limited availability	There is a \$15 charge for electricity. Do you need electricity? Yes <input type="checkbox"/> No <input type="checkbox"/>
Food Vendor	<input type="checkbox"/> 10 x 10 - \$55 (no electricity available) <input type="checkbox"/> 10 x 20 - \$110 (no electricity available) All food vendors will be placed outside of the Yuma Civic Center on Desert Hills Drive. First come, first serve placement.
Complete list of items to be sold	

*Vendor Checklist

Before you submit your application, please make sure that the following steps have been completed:

- Each section of the Event Application form has been filled out **completely**.
- A complete list of items to be sold or distributed.
- Acknowledgement that vendors are not allowed to sell or distribute any type of beverages unless pre-approved by the Festival Coordinator.
- The Vendor has selected a designated space, and it is indicated on the application.
- The indemnification 'Standard Hold Harmless Clause for Special Event Permits' section is complete and signed.
- A copy of their current business license with the City of Yuma, OR an Itinerant Business license for the day(s) of the event.
- For Food Vendors, evidence of a one million dollar (\$1,000,000) insurance policy (Commercial General Liability) per occurrence, two million aggregate (\$2,000,000) for the event, in the form of a certificate of insurance.
- A waiver of subrogation endorsement accompanies the certificate and is indicated on the certificate.
- A primary non-contributory endorsement accompanies the certificate and is indicated on the certificate.
- An additional insured endorsement listing the City of Yuma accompanies the certificate and is indicated on the certificate.
- For Food Vendors, Yuma County Health Department License # is indicated on the application.
- A copy of their Yuma County Health Department License.
- A copy of their Yuma County Health Department Food Handlers Card.
- The Food vendor has acknowledged possession of serviced (at a minimum) a 2A:10:BC Fire Extinguisher. For those using a heat source, flame, oil, or grease etc. a Class K Fire extinguisher is also required.

Make checks payable to the **Yuma Art Center**. Please return application in person or e-mail and, if approved, make payment to: Yuma Art Center, 254 South Main St, Yuma, AZ 85364.





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Important Dates and Times

September 6, 2019: Vendor Applications Due

October 4, 2019, 3:00 pm to 6:00 pm: Vendor set up

October 5, 2019, 8:00 am to 10:00 am: Vendor set up

October 5, 2019, 11:00 am to 7:00 pm: YumaCon

YumaCon Vendor Rules & Regulations

1. Check in is required prior to setting up your booth.
2. Vendors shall not obstruct walkways, to include: chairs, tables, signs, etc. in front of assigned location.
3. Artist and student booths are reserved for artists who create handmade art, such as sketches, drawings, bookmarks, and/or commissions. There is no electricity available for these booths.
4. It is mandatory that all booths be completely set up one hour before the event and must stay open until the event closes. This is an insurance company requirement.
5. All booths must be professional in appearance. All tables must have a tablecloth and skirting draped to the floor on three sides.
6. All vendors are responsible for collecting and remitting sales tax on all sales.
7. **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
8. 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.
9. Electricity is limited and will be assigned on a 'first come – first served' basis according to when applications are submitted. Electricity is not available for food vendors. Cost for electricity is \$15. 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.
10. Set up times are 3:00 pm to 6:00 pm on October 4, 2019 and 8:00 am to 10:00 am the day of event.
11. Vendor spaces will be clearly marked; vendors are required to stay within these markings.
12. The event coordinators reserve the right for placement of all booths and product. Only completed and approved applications, with all required documents will be considered for booth placement. All booth placements are final.
13. All vendors are responsible for cleaning up their booth area during and at the close of the event.
14. Consumption and/or possession of alcoholic beverages by vendors and/or workers are prohibited. Vendors will be held responsible for any violations.
15. All items to be sold at booth must be indicated on application. The event coordinator must be notified of any changes at least 7 days prior to event.
16. YumaCon may limit the number of duplicated merchandise, to ensure vendor success.
17. The booth fee is nonrefundable and nontransferable. No refunds will be given to vendors who do not show up for the event.
18. The City of Yuma is not responsible for infringement of copyright.
19. 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.
20. No spaces will be held without payment in full. No applications will be accepted without payment.
21. 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.
22. The City of Yuma will provide security at the event. However, YumaCon is not responsible for the security of individual vendor booths. Vendors are responsible to secure their own booths, supplies and equipment.
23. **No functional props or weapons or props made out of metal are allowed at YumaCon. All props must be inspected and tagged at security upon entrance to the convention. All costume props must conform to state and federal law. Projectile costume props and costume weapons must be rendered inoperable.**
24. This is a "rain-or-shine" event and will occur on the scheduled date regardless of weather.





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Additional Food Vendors Rules and Regulations

1. All food vendors, including non-profits, must have a food permit, issued by the Yuma County Health District, must be visibly posted inside the concession booth.
2. All food vendors, including non-profits, must have submitted a completed "Temporary and Special Event Food Service Application" with the Yuma County Health District. 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. Food permit, issued by the Yuma County Health District, must be visibly posted inside the concession booth. All cooking equipment capable of producing a grease laden vapor that is under any tent, canopy, overhang, roofed enclosure, etc. must be protected with a Type I hood system with fire suppression, Class K portable fire extinguisher is required within 30' of cooking equipment 2A:10B:C rated portable fire extinguisher must be provided. This \$10 fee per day of event.
3. The selling of beverages (soda, water, or alcohol) is prohibited by vendors. These will be available for purchase at the Yuma Civic Center bar and concession areas.
4. All food 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>
5. Vendors selling food products must provide a copy of their AZ Tax ID number.
6. All food vendors, including non-profits, are required to have a Class ABC fire extinguisher.
7. 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.
8. 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.
9. No children are allowed in booths with open flames or grills.

Acknowledgement and Release

The Vendor signing this application acknowledges they have read, understand, and agree to all the City of Yuma rules and regulations and the Vendor Insurance and Indemnity Requirements for the City of Yuma. The City of Yuma reserves the right to refuse entrance to any said event based on non-compliance with rules and regulations.

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.

I agree to adhere to all local Fire and Life Safety Codes including but not limited to; having a serviced, operational 2A:10B:C AND Class K Fire Extinguisher present (if utilizing cooking equipment), not cooking under any overhang, tent, canopy, enclosure, etc., unless protected by a Type II Hood System, and properly utilizing and securing fuel/energy sources, etc. By signing below I understand failure to adhere to these code requirements will result in being denied from participating in the event.

Signature _____ Date _____





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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





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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 _____

