

2018 Tempe Town Lake Festival (J4TTLF) Merchandise Vendor Contract

Wednesday, July 4, 2018 – 5:00 pm – 11:00 pm

• Tempe Town Lake
Tempe, Arizona

VENDOR INFORMATION

NAME _____	BUSINESS NAME (or DBA) _____		
ADDRESS _____	CITY _____	STATE _____	ZIP _____
TELEPHONE (____) _____	FAX (____) _____	DATE ____/____/____	
PRODUCT OR SERVICE: _____		CELL PHONE (____) _____	
E-MAIL:- _____			

VENDOR CONTRACT

- 1. Agreement Definition:** This agreement is between the **July 4th Tempe Town Lake Festival (J4TTLF, Us/Our/We)** and the undersigned vendor (Vendor/You/Yours). Product /Service vendors will operate concessions under these contract guidelines. J4TTLF approves Contractor listed and terms of this contract.
- 2. Services Overview:** The July 4th Tempe Town Lake Festival is a public special event to be held Wednesday, July 4, 2018 at The Tempe Town Lake, Tempe, Arizona. The event will include a variety of family entertainment, attractions, food, music and fireworks. J4TTLF makes no warranties or guarantees; either expressed or implied as to the volume of business that a vendor may generate. J4TTLF is not responsible for acts of God or others beyond its' control.
- 3. Set-Up Rules:** Vendor check-in will be between 9:00 am – 12:00 pm on Tuesday, July 3, 2018. Vehicles must be out by 2:00 pm. Vendor check-in will resume on Wednesday, July 4, 2018 at 8:00 am. **J4TTLF will notify you if timing change.** Banners are optional but must be contained within the booth dimensions. All vendors must stay within the assigned space limits; variances must be pre-approved by J4TTLF. **ALL SUPPORT VEHICLES MUST BE OUT OF THE EVENT PERIMETER BY 10:00 am, Wednesday, July 4, 2018. Failure to comply with this may result in a fine.**
- 4. Credentials:** Submit your employee names in writing with this signed contract. Abuse of credentials will constitute breach of this contract and you will forfeit all fees paid and will be asked to leave the property.
- 5. Hours Of Operation:** Event hours will be from 5:00pm-11:00pm Wednesday, July 4, 2018. **Your booth must be set and ready to operate by 4:30 pm.**
- 6. Tear Down Rules:** You cannot take down your booth until the event is over. No vehicles may enter the site and nothing can be removed until the crowd has left and security has approved entry of service vehicles Wednesday, July 4th, 2018. You must be broken down and off the property by 10:00 am on Thursday, July 5th, 2018.
- 7. Electrical power.** Electrical service is provided exclusively through the J4TTLF designated electrician. **NO GENERATORS WILL BE ALLOWED** without express J4TTLF approval. To obtain electrical service for your booth you must submit the electrical service request form with your application. The appropriate fee must be included with the application. Submit electrical needs with this contract. **No overnight power will be provided; please plan accordingly.**
- 8. Space Assignments:** Assignments are based on space available, vendor needs, electrical requirements, type of product and potential duplication of products. You will be assigned a specific location. Each location is 10 feet by 10 feet. You will not be allowed to move to a new location at any time without the approval of J4TTLF. **Roaming vendors or "hawking" is not allowed, violators will be asked to leave and your booth will be shut down.** You must agree to occupy the space as assigned and remain open and staffed during event hours. *You may not sublet or apportion your space to anyone else.*

9. **Diagram:** J4TTLF strives to provide quality services and presentation to all participants and spectators at this event. Your booth must look professional in appearance and be kept clean at all times. We wish to have a variety of items available to the public with minimum duplication. You must submit what your booth will sell with this application, listing all products you intend to have in your booth. Once your booth has been approved, you cannot add or substitute any items without prior approval from J4TTLF. **YOU MAY NOT MAKE ANY SUBSTITUTIONS UNLESS YOU SUBMIT CHANGES IN WRITING AND ARE APPROVED BY J4TTLF AT LEAST TWO WEEKS PRIOR TO THE EVENT.** Diagram: Please submit a detailed drawing of the set-up of your vendor space. Include trailer or tent, canopies, tables, side wall, signs, banners, backstage storage, points of sale, counters, power, fencing, trash containers, traffic flow, with all associated dimensions (e.g. length, width, height, etc.)
10. **Insurance:** You must provide a certificate of general liability and product liability insurance to J4TTLF as evidence of insurance in force. The certificate must name the following as additionally insured: **City of Tempe, Kiwanis Club of Tempe, and Yates Enterprises, Inc.** Your limits of liability must be at least \$1,000,000.00. *You will not be allowed to set up if you have not first provided this certificate to J4TTLF.* The insurance is at your own cost. If this certificate is not provided, J4TTLF reserves the right to withdraw you from the event at the cost of all prepaid fees. Any vehicles driving into the park will need to have proof of insurance or auto insurance on your liability certificate. In addition, you will need workman's compensation. **All insurance paperwork must be submitted by June 8, 2018.**
11. **Hold Harmless Agreement:** Vendors agree to indemnify and hold harmless **City of Tempe, Kiwanis Club of Tempe, and Yates Enterprises, Inc.**, and their officers, agents and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with the exercise by the vendor of the privileges herein granted. You agree to release J4TTLF from responsibility and/or claim for loss, damage, or injury to your person or those representing your concession. J4TTLF is not responsible for damage caused by acts of God or human nature. Professional conduct is mandatory; complaints and comments must be addressed with J4TTLF management and not openly discussed with other vendors or patrons.
12. **Fire & Safety:** You must comply with all pertinent fire codes, laws, ordinances and regulations for health, fire prevention and public safety. You must provide an approved fire extinguisher at your booth for the duration of the event. Rural Metro fire inspectors will periodically inspect all booths for fire extinguishers and safety compliance.
13. **Equipment and Rentals:** Any equipment needed for your booth is your responsibility including - tents, tables, chairs, etc.; however it is highly recommended that you use the rental company provided by J4TTLF which will be determined at a later date. If you are using your own tents, they must be secured with the proper amount of sandbags.
14. **Waste and Clean Up:** All garbage must be put into a closed bag and dropped at dumpsters. Wooden pallets have to be hauled away by the vendor and not left at dumpsters. After you have broken down your booth; before you leave, J4TTLF staff member must check you out.
15. **Restricted Items:** You cannot have any balloons, nuts or seeds in your booth.

FINANCIAL CONCERNS

1. **Required Deposits:** Space fees are \$450.00 per space (10 feet x 10 feet). Your fee, along with a \$150 cleaning deposit (**separate check**), must be paid before you can be accepted as a vendor. Once you are accepted, all fees and or deposits are non-refundable unless the J4TTLF cancels the event. If you are not accepted as a vendor, all funds submitted with your application will be returned to you. **Please see below for early registration and late fees.**
2. **Fees:** All fees are non-negotiable and non-refundable. **ALL FEES AND ELECTRICAL PAYMENTS ARE DUE IN FULL WITH THIS SIGNED AGREEMENT TO CONFIRM YOU SPACE RESERVATION. CHECKS ONLY, NO CREDIT CARDS!!** Payment and paperwork is due by **Friday, June 8, 2018**. However any fees received on or after June 9, 2018, **must** be in the form of a cashier's check and an additional \$75 needs to be added. **Applications will not be accepted after Friday, June 15, 2018.**

MAKE CHECKS PAYABLE TO: KIWANIS CLUB OF TEMPE

Application Fee: \$450.00 per each 10 x 10 space \$450.00

Returning Vendors and Non Profit Vendors – to thank you for your continued support and for what you do in the community. Your fee is \$400; however the late registration applies to you as well. EVERYTHING must be in by Friday, June 8, 2018 or an additional \$75 will need to be submitted. Non-Profit Vendors, you must submit your 501 c 3 letter. Late Registration – ANYTHING submitted or missing (including insurance) on or after June 8, 2018 add \$75 to your deposit check.

Power Requirements: \$ _____

Rental Options: \$ _____

Total Payment Enclosed * \$ _____

Date ____/____/____ Check # _____ Check Amount \$ _____

Cleaning Deposit (Separate Check) \$150.00

* \$150.00 Cleaning Deposit not included in Total Payment – to be submitted as a separate check, which will be refunded if your area is left as you found it.

You agree that a facsimile copy of this agreement, including signatures, is as valid and binding as the original copy. This contract/agreement will first take effect upon acceptance of vendor by J4TTLF and will continue in full force until the termination of the event. By authorized signature below, the above vendor has been accepted to the event and this agreement/contract is deemed executed by both parties. By the J4TTLF and

Company/vendor name (please print): _____

Applicant Authorized Signature: _____ Date ____/____/____

J4TTLF Authorized Signature: _____ Date ____/____/____