

— T E M P E —

Festival of the Arts

Food Court and Snack Vendor Application

2010 FALL FESTIVAL

December 3 – 5, 2010
10:00 a.m. to 5:30 p.m.

2011 SPRING FESTIVAL

March 25 – 27, 2011
10:00 a.m. to 5:30 p.m.

FESTIVAL OVERVIEW

Celebrating its 42nd year, the 2010 Fall Tempe Festival of the Arts will be December 3 – 5. In its 34th year, the 2011 Spring Tempe Festival of the Arts will be March 25 – 27, 2011. The Festivals are among the oldest, largest, and best-loved traditions in the Desert Southwest. Held over a 3-day weekend, more than 200,000 visitors shop from the Valley's best selection of fine art and craft, from more than 400 artists who come from nearly all 50 states and beyond.

The Festivals occur in a festive street fair atmosphere in the Mill Avenue District of downtown Tempe, Arizona. This juried show provides a Food Court as well as snack vendors located on site to engage visitors. Held semi-annually, the Fall Festival appeals to holiday shoppers looking for unique masterpieces as gifts. The Spring version of the Tempe Festival of the Arts appeals to an actively-interested art buying audience. Fully a third of the Festival's visitors are escaping the winter blues and come from outside Phoenix and outside Arizona, shopping for the perfect one-of-a-kind gift.

It's fun for the whole family, too, with live entertainment, special kids' activities, and the Arizona Wine Festival. The Tempe Festivals of the Arts offers a wide variety of amenities for artists including hospitality carts, booth sitting services, a large-item delivery assistance program, and a 24-hour security patrol.

Basic Application Information

IMPORTANT DATES:

2010 Fall

Event Date	December 3 - 5, 2010
App Deadline	June 30, 2010
Application Fee	\$35.00
Acceptance Notification	August 12, 2010
Fees due (if applicable)	October 15, 2010
Deposit	\$500 + \$75 City license/tax fee



2011 Spring

Event Date	March 25 – 27, 2011
App Deadline	September 30, 2010
Application Fee	\$35.00
Acceptance Notification	November 2, 2010
Fees due (if applicable)	Jan 21, 2011
Deposit	\$500+\$75 City license/tax fee



SNACK VENDORS

Snack vendors are located in various locations throughout the event for patrons to enjoy as they stroll along the streets. Snack foods include kettle corn, chocolate dipped fruits, fudge, caramel apples, and assorted beverages.

Additional Requirements for Snack Vendors

- Snack vendors' space is not to exceed 10x10'
- Electric needs must not exceed 110volts/15amps
- No grease or gray water disposal is available
- Selection is based upon Mill Avenue District Merchant participation, locations, and types of food
- Ice Cream is **NOT** allowed.
- All snack vendors must apply and be approved for a Temporary Food Service Establishment Permit
*Maricopa County Environmental Services Department
Environmental Health Division • Special Events Program
1001 N Central Ave, Suite 300
Phoenix, AZ 85004
Phone (602) 506-6978
Fax (602) 506-6862
E-mail: SPECIALEVENTS@MAIL.MARICOPA.GOV*
- Provide a certificate of insurance for \$1,000,000 naming as Additional Insured: Downtown Tempe Foundation, Inc., the Tempe Festival of the Arts and its agents, the City of Tempe, Maricopa County, the State of Arizona, and all event sponsors, agents, employees and volunteers (include date of festival).
- This application is not an agreement. A formal contract will be created; separate from application, once the vendor has been approved.

Mail all information to

Tempe Festival of the Arts Attn: Snack Vendor Committee 310 S. Mill Ave. #A-201 Tempe, AZ 85281

Payments and Fees

- Application Fees are required at the time of application. The booth fees are due after acceptance notification only. Snack Vendors are charged 20% of gross sales. **A \$500 deposit that can be used towards payment of this percentage is required.** Payment of the percentage due, plus documentation of your daily sales detail is **due 3 days after the event.** Money Order and Checks payable to Tempe Festival of the Arts are accepted. Please do NOT send cash.
- A \$75 festival business license and sales tax fee required by the City of Tempe is SEPARATE from your \$500 deposit and cannot be included in your 20% fee. This fee provides for City of Tempe business license and sales tax collection.

FOOD COURT VENDORS

The Festival Food Court is Located on 6th Street east of Mill Avenue. It offers fast festival food and comfortable seating with shade in 6th Street Park. Festival food is available throughout the festival, with Mill

Avenue District restaurants, cafes and bars ready to serving patrons with special menus of quick and easy food and drink. Food court vendors include a variety of foods like fry bread, BBQ, fried noodles, hot dogs, brauts and more, that are not offered by our everyday Mill Avenue District businesses.

Additional Requirements for Food Court Vendors

- Food vendors may not to exceed a 10x15' space
- Electric needs must not exceed 110volts/15amps
- No grease or gray water disposal is available
- **NO TRAILERS** will be allowed
- Selection is based upon Mill Avenue District Merchant participation, locations, and types of food
- Hot Dogs, Pizza, Tacos, will **NOT** be allowed
- All snack vendors must apply and be approved for a Temporary Food Service Establishment Permit
*Maricopa County Environmental Services Department
Environmental Health Division • Special Events*

Program

1001 N Central Ave, Suite 300

Phoenix, AZ 85004

Phone (602) 506-6978

Fax (602) 506-6862

E-mail: SPECIALEVENTS@MAIL.MARICOPA.GOV

- Provide a certificate of liability insurance for \$1,000,000. Naming as Additional insured: Downtown Tempe Foundation, Inc., Downtown Tempe Community, Inc., the Tempe Festival of the Arts, the City of Tempe, Maricopa County, the State of Arizona, and all event sponsors, agents, employees and volunteers (include date of festival).
- **This application is not an agreement.** A formal contract will be created; separate from application, once the vendor has been approved.



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RULES AND REGULATIONS FOR ALL VENDORS

APPLICATION PROCESS

- Apply to the event with the required information for your application. Include:
 - Menu with Prices
 - Separate sheet to application using the following format
 - Name
 - Space requirements/ diagram with measurements
 - Electrical requirements
 - Description of product
 - Booth Photo
 - Proof of \$1,000,000 insurance coverage
- A jury will review all applicants based on booth presentation, prior participation, and menu.

- Vendors will be notified via email and phone of their status.
- All fees are due after you've received acceptance notification.

ON-SITE SET UP/STRIKE REQUIREMENTS

- Vendors will abide by EVENT staff requirements regarding location(s)
- Booths must be set-up by 9:00 a.m., open by 10:00 a.m. and remain open until 5:30 p.m. all three days
- Applicants must claim their assigned booth space no later than 8:00 a.m. on Friday morning or it will be forfeited
- Applicants are responsible for removing debris and ensuring the general cleanliness of the area surrounding their booths throughout the Festival and following its conclusion
- Cardboard recycling is required and dumpsters will be provided
- NO STYROFOAM FOOD CONTAINERS including cups, plates, etc. will be allowed
- All applicants are required to check-in at Festival Registration prior to set up
- Photo ID is required at time of check-in
- Vendors will provide all required equipment for sales
- Vendors will pay for additional electricity if needed, and will tape all electrical cords down and maintain their secure taping during the festival
- Vendors will supply electrical cords with covers if stretched across a walkway
- Vendors will bring tent, tables, chairs, and anything else required for operations; or, will rent required equipment from EVENT prior to event

ON- SITE SAFETY & SECURITY

- Applicants shall display and serve food at their own risk.
- The Tempe Festival of the Arts and Downtown Tempe Foundation, Inc. are not responsible for damage, theft, or loss of equipment or display furnishings.
- Applicants must obey all pertinent safety codes and laws, including, but not limited to, fire, safety and parking regulations
- Canopy tents must be fire retardant
- All canopies, tents and other temporary structures must be weighted before you are permitted to open
- The Tempe Festival of the Arts will take place rain or shine. Applicants agree to be present despite weather conditions. Though rain is not common in the Desert Southwest, each participant is responsible for prepare their displays to withstand weather fluctuations including rain and wind.
- Applicants are required to display the official vendor sign issued by the Festival in the front, upper-right corner of their tents. This sign functions as the exhibiting applicant's Festival business license and must be displayed at all times.
- Event participants agree to allow use of video and photography taken by Festival organizers at the event for promotional purposes. Any photos taken by the event are the property of the Festival

BEVERAGE RULES

The festival has exclusive and official beverage sponsors and food/snack vendors will be notified which soda and bottled water must be purchased (through the event) for consumption and sale. No competing beverages may be sold.

- The Event will buy back only full cases of the same product at the end of the event. Any cases that have been partially used will be the responsibility of the vendor. Payment is made at time of delivery, or account may be set up and settled at the end of the Festival.
- Beverage pricing will be available at the time of the event. Selling any other type of beverage is not permitted and violates Festival policy. If you sell another type of beverage without written consent of the event, you may be fined and excused from event without refund of fees.
- Food vendor's fees of 20% of sales includes beverage sales.
- Ice will be available for purchase directly from an onsite vendor, who will deliver directly to your booth during the event. Ice is non-refundable.

FOOD AND SNACK VENDORS ARE INDEPENDENT CONTRACTORS

Vendors execute this Agreement as independent contractors and shall at all times have complete supervision, direction, and control over the services to fulfill requirements. Vendors execute this agreement as independent contractors, not as an employee of EVENT. Vendors will assume responsibility for appropriate payment of payroll taxes and charges under applicable federal and local law. Vendors agree to take complete responsibility for paying the appropriate federal and state taxes as independent contractors.

SPECIAL PROVISIONS

Vendors and personnel supplied by Vendor may be members of a union or guild. In such event **Vendors** and Personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Upon execution of this contract all parties hereby agree to submit any claims, disputes or differences, which would involve agent in litigation of any kind arising out of, or connected with this contract and the Event covered thereby to the jurisdiction of the courts and law of the State of Arizona. However, if all parties agree said disputes might be brought before a board of arbitration approved and agreed to by all parties. This paragraph shall not be applicable with regards to any disputes of litigation solely between EVENT and **Vendor**. If any party is forced to litigate any matters contained herein, the prevailing party shall recover reasonable attorneys' fees and other costs.

MUNICIPAL CODES, LICENSING & TAXES

- Applicants will *obey all pertinent codes*, laws, ordinances and regulations.
- A \$75 *festival business license and sales tax fee* required by the City of Tempe is SEPARATE from your \$500 deposit and cannot be included in your 20% fee. This fee exempts applicants from City of Tempe business license and sales tax collection.
- This fee does *NOT* exempt applicants from State of Arizona taxes.
- Each applicant is issued a City of Tempe business license and sales tax sign, and is *required to exhibit the sign* in the front, upper-right corner of their booth display, visible to patrons. This sign must be displayed at all times.
- Installation and operation of *any exhibits not meeting event approval* are prohibited.
- All vendors must apply and be approved for a Temporary Food Service Establishment Permit
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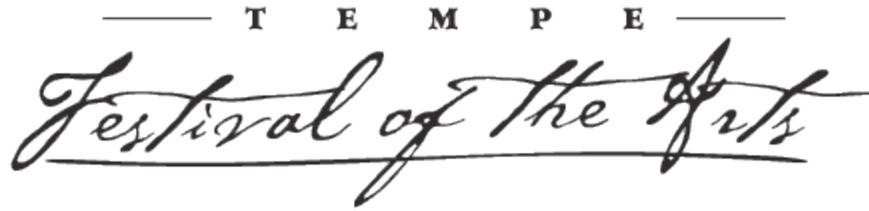
State of Arizona sales taxes must be paid separately by the Applicant. A State of Arizona Sales Tax permit application will be included in your final paperwork requirements for your convenience.

LIABILITY DISCLAIMER

- Applicants *must comply with all Festival, municipal and state rules*, regulations and policies listed in this application, or policies included in the applicant acceptance notification. Any noncompliance will cause elimination and applicant may be immediately removed from the Festival with no refund of fees or compensation for expenditures. Applicants also may be barred from acceptance to future Tempe Festivals of the Arts and Downtown Tempe Community, Inc. events.
- Tempe Festival of the Arts and Downtown Tempe Foundation, Inc., in their sole discretion, may *reserve the right to refuse participation* by any applicant, entertainer, food vendor or any other such participant for any reason.
- Downtown Tempe Foundation, Inc., and the Tempe Festival of the Arts are *not liable for refunds* or any other liabilities whatsoever for applicant's failure to obey the rules and regulations or due to the unstable condition of the area in which the Festival is produced, caused by, but not limited to, weather, fire or

other calamity, any act of nature, public enemy, strikes, statutes, ordinances of any legal authority or any other cause beyond DTF's control.

- By fulfilling application and engaging in participation, all applicants release and hold harmless Downtown Tempe Foundation, Inc., the Tempe Festival of the Arts, the City of Tempe, Maricopa County, the State of Arizona, and all event sponsors from any and all liability, as outlined in the rules and regulations.
- Applicants will initiate any legal proceedings arising from violations of these terms and conditions in Maricopa County, Arizona.



Food Court and Snack Vendor Application **FALL, 2010**

Contact Name _____

Business Name (if Applicable) _____

Street or mailing address _____

City _____ State _____ Zip _____

Phone # _____ Other Phone # _____

E-Mail Address _____

Select one:

_____ **Snack Vendor** Submit application with the following items:

- Menu with prices
- Include a separate sheet to application using the following format:
 - Name
 - Space requirements/ diagram with measurements
 - Electrical requirements
 - Description of product
 - Booth Photo
- Proof of \$1,000,000 insurance coverage

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- Menu with prices
- Include a separate sheet to application using the following format:
 - Name
 - Space requirements/ diagram with measurements
 - Electrical requirements
 - Description of product
 - Booth Photo
- Proof of \$1,000,000 insurance coverage
- **Non-Refundable Application fee of \$35**

_____ **Fall 2010**

I agree: I have read and agree to abide by all rules and regulations set forth by the event producer. I have read and understand that the Event producer can deny my participation for any reason. I understand that this application is not an agreement and that any agreements will be formalized after applications have been selected by the Festival.

Signature _____

Date _____