

# Prescott 4<sup>th</sup> of July Vendor Agreement

## INTRODUCTION

Thank you for your interest in being a Vendor at the Annual Prescott 4th of July Celebration at Watson Lake (the "Event"). This Event attracts as many as 10,000 visitors from our local community, across Arizona, and out-of-state. To be considered for a contract, all Vendors must complete and sign this Agreement. In addition, Vendor **must** submit the following:

- Initial the Bottom of every page.
- Sign the final page of the Agreement.
- Current Certificate of Insurance demonstrating Workman's Comp and Commercial Liability Insurance coverage in the amount of \$2,000,000.
- Copy of your current Arizona Transaction Privilege Tax (sales tax) license
- Photo and/or diagram of complete setup

### **Food Vendors must also provide:**

- A copy of the food/beverage menu to be offered at the event.
- Copy of Current Yavapai County Health Permit

All requested documents **must** be submitted for application to be considered.

**Only Electronic Applications** will be accepted.

Please email all questions to: **Vendors@Prescott4th.com**

## Event Timeline

### **Thursday, July 4, 2024**

**10:30 am** - All Vendor Setup Complete / Ready-to-serve  
Event Volunteer Service Starts

**11:00 am** - VIP / Early Entry Gates Open

**1:00 pm** - General Admission Gates Open

**8:00 pm** - Last Call for Food & Beverage

**8:30 pm** - All Food & Beverage Service Hard Stop

**9:00 pm** - Fireworks

**11:00 pm** - All Vendors must be off-premises

## Vendor Information

<b>Business Name:</b>		
<b>Owner Name:</b>		
<b>Owner Phone #:</b>		
<b>Contact Person:</b>		
<b>Contact Phone:</b>		
<b>Contact Email:</b>		
<b>Address:</b>		
<b>City, State, ZIP:</b>		
<b>Type of Vendor</b>	Food Vendor	Non-Food Vendor
<b>Description of Services and/or Food Served:</b>		
<b>Largest Past Event &amp; date:</b>		
<b>Max Serving Capacity in one day (# of people):</b>		

## Setup Requirements

<b>Type of vehicle (choose one):</b>	TRUCK	TRAILER	NONE
<b>Length of vehicle (front tongue to back bumper):</b>			
<b>Does the rear door need to be dropped?</b>	YES	NO	
<b>Water Requirements (choose one):</b>	Temporary Hookup Permanent Hookup No Water Needed		

## Setup Requirements (cont'd)

<b>Required amount of setup time:</b>	hrs	min
<b>Electrical Requirements:</b>	# of 110V circuits needed:	
	# of 220V circuits needed:	
<p>First 110V hookup is included in Vendor fee. Additional electrical circuits will incur an additional fee</p> <p><b>All Vendor-supplied generators must conform to IFC/NFPA standards.</b></p>		

## Setup Schedule

1. All Vendors (tents, equipment, etc.) must be in place and ready to serve by **10:30 am on Thursday, July 4, 2024**
2. Setup **Thursday July 4, 2024** will begin at 8:00 am and **All Vendors** must be ready for guests at 10:30 am.
3. Setup may begin on **Wednesday, July 3, 2024 if requested**.
4. Dismantling is not to begin until patrons have left the grounds on Thursday July 4, 2024.
5. All booths must be dismantled and your area fully restored by **12:00 pm, Friday, July 5, 2024**. If you need additional time for set up or dismantling, please let Event Management know before the start of the

## Contract Offer & Fees

The following required items must be submitted by the Vendor with the signed contract:

- Signed and completed contract, returned no later than **05/31/2024**
- Reservation Fee in the amount of **\$400.00** via cashier's check or money order made payable to **JARD, LLC**
- Refundable Clean-Up Deposit in the amount of **\$250** via cashier's check or money order made payable to: **JARD, LLC**
  - This **must** be a separate check
  - Clean-up Deposit is refundable after inspection by event management, and space is left in good and clean condition, otherwise the deposit is forfeited. If there is a problem with your space, notify event management immediately.

## Agreement

### Parties

1. The Annual Prescott 4<sup>th</sup> of July Celebration (the Event) is being presented by the City of Prescott, JARD LLC, and UPstage Consulting Group LLC dba UP2 Productions, collectively referred to as the "Presenters".
2. The Presenters shall appoint primary and secondary contact persons for each group of Vendors. Those contact persons are herein referred to as the Event Management
3. For the purposes of this contract, the "Vendor" shall be defined as the business entity and contact persons listed in the application above.

### Licenses & Insurance Requirements

All Vendors must submit the following:

- Certificate of liability insurance, in the amount of **\$2,000,000.00** (Two Million Dollars), naming **JARD, LLC and The CITY OF PRESCOTT** as additional insureds are required before booth will be allowed to be set up.
- A current Prescott business license is required if applicable.
- **FOOD VENDORS** must obtain a permit from the Yavapai County Health Department prior to set up and you must comply with all health and fire department regulations. Vendor agrees to indemnify and hold harmless **PRESENTERS** from all claims arising out of the storage, handling, preparation and serving of any product, or closure from food inspectors.

### Food Vendor Information

- Food vendors shall provide **PRESENTERS** with a list of Food/Beverages to be sold with sales prices to be submitted with their application
- No grease shall be put into the sewer system, water drains, or on the ground. Vendor is liable for the cost of cleanup, repair, or remediation of any spill or dumping of grease anywhere on the Event grounds. Used cooking oil **cannot** be placed in the dumpsters. The vendor agrees to be specifically liable for such costs that exceed the \$100.00 cleaning deposit resulting from dumping of grease.
- **NO ALCOHOL, Coke, or PEPSI PRODUCTS, OTHER SOFT DRINKS, OR WATER MAY BE SOLD BY VENDORS UNLESS PURCHASED FROM PRESENTERS. SPECIFIC DRINKS MAY BE SOLD WITH PRIOR PRESENTER'S APPROVAL.**
- The vendor understands that only products that **PRESENTERS**, in its sole discretion deems appropriate, may be offered for sale. Water and ice shall be purchased from **PRESENTERS** and paid for within 15 days of invoicing.

## Deposit

VENDOR shall maintain their booth in a neat and attractive manner. A \$250.00 refundable clean-up deposit is required **to be submitted with contract** and will be refunded if area is cleaned up at end of event. At the time the Vendor leaves the space, it should be free of trash of any kind. Including any food scraps, spills, trash bags or other debris. **Event Management** in their sole and absolute discretion will decide if the space is sufficiently clean for any refund. No partial refunds will be issued. Refund checks will be mailed no later than 3 weeks after the close of the Event.

## Force Majeure

In the event of an act of God, strike, work stoppage, act of terrorism or war, or any other cause not within the control of **PRESENTERS**, its directors, officers, employees or agents causes damage to Vendor's merchandise or property or person, or makes it impossible for the Event to be held, or for the leased space or business area to be occupied by the Vendor, Vendor releases **PRESENTERS**, its directors, officers, employees, or agents from any and all claims which may arise including, but not limited to any loss of profits, loss of business, or any damage or loss to the Vendor as a result of Event cancellation.

Vendor agrees to indemnify and hold harmless **PRESENTERS** from any and all such claims. **PRESENTERS** specifically reserve the authority and right to cancel any event or activity when **PRESENTERS**, in their sole and absolute discretion, believe that the safety of the public cannot be protected or otherwise safeguarded while at the Event. **PRESENTERS** are relieved from any and all liability of any kind for such a decision.

## Hold Harmless

Vendor shall abide by all pertinent city, county, state and federal health laws, fire safety codes, and all regulations of **PRESENTERS**. Vendor agrees to accept total responsibility for the Vendor's assigned space and the safety of its contents. Such contents and property are placed at the Vendor's risk. Vendor also agrees to indemnify and hold harmless **PRESENTERS**, their officers, directors, employees, and agents from any and all claims of liability for any and all reasons including but not limited to claims as a result of fire, robbery, accident or other destructive cause(s) and/or injury to the public, vendors, their employees or agents, which might occur within or near the confines of the Vendor's assigned space at the Event. **PRESENTERS**, its officers, directors, employees, and agents, assume no responsibility for any property stored or placed on the Event grounds. Vendor hereby indemnifies and holds harmless **PRESENTERS**, its officers, directors, employees and agents from any claim or liability from any loss or damage to such property resulting from any cause.

## Sole Agreement

The parties agree that any lawsuit brought to enforce any provision of this agreement shall be brought in the Prescott Justice Court or the Yavapai County Superior Court, Prescott, Arizona

## Jurisdiction

The parties agree that any lawsuit brought to enforce any provision of this agreement shall be brought in the Prescott Justice Court or the Yavapai County Superior Court, Prescott, Arizona.

## Additional Terms & Conditions

1. All food vendors cooking under a canopy are required to have a fireproof canopy and you must comply with ALL Fire Department requirements and are subject to inspection and citation by the Fire Marshal.
2. All Vendors will be assigned spaces by the Event Management and Vendor agrees to stay contained within their assigned space.
3. Vendor assumes all risk of doing business or renting space at Watson Lake
4. Vendors may not sell alcohol or soft drinks in any form at the Event.
5. Vendor shall cooperate with other vendors and **PRESENTERS** personnel to ensure a quality experience for all participants, vendors and attendees of any event. Foul language or disruptive behavior will not be tolerated. The Director of **PRESENTERS** may, in his/her sole and absolute discretion, determine that foul language or disruptive behavior is grounds for removal of any Vendor from the grounds forfeiting all refundable deposit or remainder of fees.
6. **NO subletting** of space by any Vendor will be allowed without prior approval by the **PRESENTERS**. If you are not able to attend, you may NOT allow another vendor to use your space.
7. Should the Vendor fail to comply in any material aspect within the terms of this agreement, the payment made to **PRESENTERS** shall be retained as liquidated damages and **PRESENTERS** shall have the right to rent, use and/or re-assign Vendor's space without further notice, as **PRESENTERS** deems reasonable and to be in the best interest of **PRESENTERS**. Upon breach of this agreement by the Vendor, any and all rights held by the Vendor shall be forfeited, and **PRESENTERS** shall have the right to remove Vendor and their belongings from the premises.
- 8.

## **AGREEMENT TO MAINTAIN CONFIDENTIALITY**

Through this contract, the Vendor and the presenters (consisting of JARD, LLC and UPstage Consulting Group dba UP2 Productions) wish to engage in a business opportunity of mutual interest. Each party agrees to take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party.

Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties.

Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, or the general public.

### **Signatures**

Print Vendor Name: \_\_\_\_\_

Print Representative Name: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Date: \_\_\_\_\_

JARD, LLC Name: \_\_\_\_\_

JARD, LLC Signature: \_\_\_\_\_

Date: \_\_\_\_\_

UP2 Productions Name: \_\_\_\_\_

UP2 Productions Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Required Documents

*Please submit the following documents for your application to be considered:*

**Current Certificate of Insurance demonstrating \$2,000,000 in General Liability and Worker's Comp**

**Copy of current Arizona Transaction Privilege Tax license:**

**Photo and/or diagram of complete setup**

## Food Vendors

**Copy of Current Yavapai County Health Permit:**

**Food & Beverage Menu**