

## FOOD VENDOR APPLICATION 2012

This application form is submitted for consideration by the Games Committee of the 48th Annual Arizona Scottish Gathering and Highland Games by:

Business Name		
Owner/Operator		
Address		
City, State & Zip		
Phone # / Cell #		
Email Address		
State Tax #	Please bring a copy with you.	
City of Phoenix Tax #	Please bring a copy with you.	
Please attach proposed menu with prices for approval by the Games Committee. Vendors will be asked to ONLY use the		
Menu submitted. The Games Committee will review the applications and confirm vendor space when approved. Space Fee		
includes 1 reserved parking spot in the Vendor parking lot.		
Indicate Space Size and Approximate Length of Set-up	Length of Set-up Hours	
Will you need Electricity? Circle one YES NO	If yes, how many 110 Volt Plugs will you need?	
	# @ \$100 per plug = \$	
Electricity is provided during the hours that the Games are open	Do you need anything other than 110 Volt?	
on Saturday and Sunday.		
Space Fee:	\$	
\$500 for "Main Course" food vendors including a 20x20 space		
and 4 admission passes		
\$250 for "Snack" food vendors including a 10x10 space and 2		
admission passes		
Additional Admission Passes	# @ $10 each = $	
Tables	# @ \$17.00 each = \$	
Chairs	# @ \$3.00 each = \$	
10 x 10 Canopy without side walls	# @ $$60.00$ each = \$	
Larger canopy sizes and sides can be rented for you at our cost		
<u>NOTE</u> : No other tent rental sources are allowed		
Check for Clean Up Deposit	\$100	
Total Due at time of Application	\$	

## PLEASE REMIT YOUR APPLICATION, REQUIRED PAPERWORK AND CHECK FOR YOUR NON-REFUNDABLE APPLICATION FEE MADE PAYABLE TO:

The Caledonian Society of Arizona Attn: Food Vendor Chair P.O. Box 5853 \* Scottsdale AZ 85261-5853



## HIGHLAND GAMES CHECK LIST

Please submit all of the documents listed below together for approval by the Games Committee of the 48<sup>th</sup> Annual Highland Games.

Approval of your application and vendor space assignment will not be given until all documents have been submitted.

Signed and Dated Games Committee Copy of the Vendor Application Form	
Signed and Dated Games Committee Copy of the Food Vendor Contractual Agreement Form	
Copy of Arizona Dept. of Revenue Transaction Privilege Tax License	
Copy of Maricopa County Temporary Food Service Permit	
Copy of City of Phoenix Special Events Transaction Privilege Tax License	
Copy of Certificate of Insurance	
Complete Games Menu with Prices Listed	
Check or money order for Food Item Deposit	
Check or money order for Electricity and Rented Items paid in full	
Check for Clean Up Deposit in the amount of \$100. The check will be returned after the Games if the vendor site is satisfactorily cleaned. Vendors are responsible for removing all cooking oil and gray water, and proper disposal of all trash.	

Please make checks or money orders payable to the Caledonian Society of Arizona and mail with all of the above items to:

Caledonian Society of Arizona Attn: Food Vendor Chair P.O. Box 5853 Scottsdale, AZ 85261-5853



## FOOD VENDOR CONTRACTUAL AGREEMENT 2012

The below signatures signify a binding agreement between the Caledonian Society of Arizona Inc., a 501(c) 3 Non-profit organization and presenters of the 48<sup>th</sup> Annual Arizona Scottish Gathering & Highland Games and

, hereafter referred

to as "Vendor".

The Vendor agrees to provide their food products for sale at the Arizona Scottish Gathering & Highland Games on March 24<sup>th</sup> and 25<sup>th</sup>, at Steele Indian School Park, 300 E. Indian School Rd. Phoenix, AZ 85012.

1. <u>HOLD HARMLESS AGREEMENT</u>: The Vendor named in this contract hereby agrees for itself, its successors and assignees, to indemnify and hold harmless the Caledonian Society of Arizona, from all claims, suits or any other action for personal injuries, including death, and damages to property, real or personal, caused by the Vendor, and/or acts or omissions of the Caledonian Society of Arizona, arising out of Vendor's involvement in the Arizona Scottish Gathering & Highland Games, and from all judgments and costs incurred in relation to said claims and suits; and, from all expenses incurred in defending said claims or suits. Vendor hereby releases the Caledonian Society of Arizona, all Sponsors and Officials, including their agents and employees, from liability, from any claim it might otherwise have for participating in the Arizona Scottish Gathering & Highland Games, including but not limited to, any claim for personal injury or physical impairment or other claim of any type, arising out of participation or involvement in this event. Vendor also agrees to indemnify and hold harmless those released above from any such claims, damages, losses and expenses, including attorney's fees, and all court costs.

2. The Vendor agrees to be responsible for completing all city, county, and state tax forms and health permits and paying all required fees. The vendor acknowledges receipt of a copy of the Maricopa County Environmental Service Dept. Food and Beverage Vendor Checklist and agrees to abide by it. Vendor assumes all responsibility for any and all fees or fines that may result from their Participation in the event.

3. **CITY of PHOENIX TEMPORARY PRIVILEGE (SALES) & ARIZONA TAX LICENSES:** Required for all individuals or organizations selling merchandise or services unless said individual/organization is an IRS approved tax-exempt non-profit entity. You are responsible for providing proof of your tax-exempt status, upon request All other individuals/organizations are required to obtain a Temporary Privilege License, collect City of Phoenix sales tax and complete the special return, AND obtain and fulfill the requirements of the Arizona State Tax License.

4. The Vendor further acknowledges that all **SAFETY** and **SITE RULES** must be adhered to. Safety Rules and Regulations (copy available to registered organizations), if applicable, apply to all individuals or organizations participating in the Arizona Scottish Gathering & Highland Games. Safety Rules and Regulations include, but are not limited to, the following:

A. <u>NO</u> firearms or drugs are permitted on City property. Firearms for historic reenactment groups are exempt only with written permission from The City of Phoenix, obtained by the Games Committee.

B. <u>NO</u> vehicles other than permitted carts and vehicles, with written permission, from Games Committee are allowed on any field, before, during or after the event, with the following exceptions, which are applicable ONLY during scheduled Friday set-up and Sunday tear-down periods. More information about set up day, parking & load-in will be forthcoming.

C. If you hire employees from a temp agency, you must meet them at the gate or give them their passes ahead of time. Please make sure they know the name of the vendor and where to report.

D. Dogs are permitted in Steele Indian School Park. Owners must comply with City of Phoenix and Maricopa County regulations including having the dog leashed, attended and licensed.



5. The Games Committee requires that all of our vendors show the Caledonian Society of Arizona as an additional insured on their liability policies and provide such a certificate of insurance to the Games Committee. If you cannot or do not wish to comply, please do not submit your application.

6. The Vendor is required to set up on Friday, March 23<sup>rd</sup>, 2012. The Games are open from 9am to 5pm on Saturday and Sunday. Vendor tear-down will not be allowed until 5pm on Sunday March 25<sup>th</sup>. The Vendor is responsible for ensuring that all tents and property are properly secured in case of inclement weather.

7. The Vendor acknowledges **Pepsi Cola** as the sole provider of bottled water and soft drinks for the Arizona Scottish Gathering & Highland Games. Vendor will place orders for such drinks through the Games Committee Representative. Product is sold in cases of 24 - 20 ounce bottles at a price set by Games Committee. Signage at the designated price will be provided to the Vendor at no charge. There will be no refunds once product is purchased.

8. The Vendor agrees to abide by the contractual space dimensions applied for on Page 1 of the Application and approved by the Games Committee.

9. Vendors requiring electric power will be charged a \$100 fee for power during the hours that Games are open on Saturday and Sunday. If you need require overnight power, there will be an additional charge.

10. All Vendors requiring rental tents must be rented through the Caledonian Society and PAID WITH DEPOSIT.

11. Vendor is responsible for **REMOVING ALL COOKING OIL AND GRAY WATER** and ensuring that all trash is properly disposed of before leaving the grounds on Sunday March 25<sup>th</sup>.

12. ALL VENDORS THAT COOK USING DEEP FRYERS ARE REQUIRED TO POSSESS A CLASS K FIRE EXTINGUISHER AT ALL TIMES DURING THE EVENT. Fire extinguishers will be inspected by the City of Phoenix Fire Department. All vendors will be required to remain on site on set-up day (Friday March 23<sup>rd</sup>) until inspection by the City of Phoenix Fire Department has been completed.

13. PHOTO RELEASE: The undersigned does hereby give consent to the Caledonian Society of Arizona and assignees to take photographs, make audio recordings and/or video graphs of myself and/or my organization at the Arizona Scottish Gathering & Highland Games and to use such photographs, audio recordings and/or video graphs for such promotion, publicity or other lawful purpose as the Caledonian Society of Arizona deems appropriate. I/we further waive any rights or claims as to content approval or damages that I/we may have for use of these reproductions.

14. All Entrants to the facility will wear the proper wrist band, pass or have the tickets that are specified for the day. All Vendors will be assigned one parking space in the vendor lot. Wrist bands, parking permits and site maps will be mailed to the Vendors in February 2012.

15. In consideration of the above Caledonian Society will provide the vendor with space for their sales area, use of trash receptacles, and restrooms. All Merchandise Vendors must dispose of trash in a proper receptacle before leaving the grounds on Sunday March 25<sup>th</sup>.

We the undersigned understand the terms of this agreement, and possess and exercise the authority to enter this agreement.

PRINTED NAME

COMPANY

SIGNATURE DATE