



46th Annual Arizona Scottish Gathering & Highland Games

February 27th and 28th, 2010

NEW LOCATION: Steele Indian School Park
300 East Indian School Rd * Phoenix, AZ 85012
CONTACT: Susan Wallace / 480.329.4298 C.

SPECIAL PROCEDURES:

- 1 ALL Entrants to the facility will wear the proper wrist band, pass or have the tickets that are specified for the day.
 2. **WE EXCLUSIVELY USE PEPSI PRODUCTS.** All soft drinks and bottled water must be purchased through the Games representative. Product is sold by the case of 24 – 20 ounce bottles at a cost of \$24 per case. NO refunds once product is purchased.
 3. All Registered organizations that have vehicle(s) for transporting equipment will be assigned sufficient parking space. Registered organizations will receive wrist band or tickets and parking assignments by mail.
 4. **FIRE EXTINGUISHERS:** 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.
 5. **INSPECTION:** On set-up day (Friday Feb 26th) all vendors will be required to remain on site until inspection by the City of Phoenix Fire Department has been completed.
 6. **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.
 7. **TENT STAKES:** The City of Phoenix allows the use of tent stakes in Steele Indian School Park.
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**I/we hereby acknowledge receipt of the above rules, regulations and procedures AND agree to abide by them.
This registration form is submitted for consideration by the Games Committee of the Arizona Scottish Gathering & Highland Games.**

Authorized Signature: _____ **Date:** _____



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HIGHLAND GAMES CHECK LIST

Please submit all of the documents listed below together for approval by the Games Committee of the 46th 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**

Questions can be addressed to Food Vendor Chairs Susan and Tim Wallace at 480.329.4298



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FOOD VENDOR CONTRACTUAL AGREEMENT 2010

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 46th Annual Arizona Scottish Gathering & Highland Games and

hereafter referred to as “Vendor”.

The Vendor agrees to provide their food products for sale to the competitors and spectators at the Arizona Scottish Gathering & Highland Games on February 27 & 28, 2010, at Steele Indian School Park, 300 E. Indian School Rd. Phoenix, AZ 85012.

1. **HOLD HARMLESS AGREEMENT:** 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. 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. **NO** 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. **NO** 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.



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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. NO PETS PLEASE.

4. The Games Committee is required by the Steele Indian School Park and City of Phoenix to provide proof of liability insurance and to name the Steele Indian School Park and City of Phoenix as **additional insured** on our liability policy. We, in turn, require that all of our vendors show the **Caledonian Society of Arizona, Steele Indian School Park and the City of Phoenix** as an **additional insured** on their liability policies and provide such a certificate of insurance to the **Games Committee, Steele Indian School Park and the City**. Therefore, we insist that each vendor take the necessary action to comply with these requirements. **If you can not or do not wish to comply, please do not submit your application.**

5. **The Vendor agrees to pay the Caledonian Society 15% of gross sales during the two days of the event.** A Non-Refundable Deposit based on the number of main food items is due no later than December 19, 2009. (See Page 1 of the Food Vendor Application.) The Non-Refundable Deposit will be netted against the 15% of gross sales.

6. 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. There will be no refunds once product is purchased.

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

8. Vendors requiring electric power will be charged a fee of \$100.00 for the event. Electricity will only be available during the hours that the Games are open.

9. In consideration of the above Caledonian Society will provide the vendor with space for their sales area, use of trash receptacles, and restrooms.

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.

12. **ALL VENDORS THAT COOK USING DEEP FRYERS ARE REQUIRED TO POSSESS A CLASS K FIRE EXTINGUISHER AT ALL TIMES DURING THE EVENT AND UPON INSPECTION BY THE FIRE DEPARTMENT.** On set-up day (Friday Feb 26th) all vendors will be required to remain on site until inspection by the City of Phoenix Fire Department has been completed.



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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.

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

PRINTED NAME _____ COMPANY _____

SIGNATURE _____ DATE _____

**ARIZONA LAW PROHIBITS ALCOHOL, DRUGS OR FIREARMS IN THE PARK.
NO PETS ALLOWED PLEASE**