



Carefree Christmas Festival

Vendor Application and Contract

December 11, 12, & 13, 2009

NAME OF BUSINESS (or DBA) _____

OWNER/MANAGER of BUSINESS _____

BUSINESS MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE (____) _____ FAX (____) _____ CELL (____) _____

POINT OF CONTACT: _____

E-MAIL ADDRESS: _____

DESCRIPTION OF ALL ITEMS TO BE SOLD OR DISPLAYED:

CHECK ALL THAT APPLY:

- Non-profit (501(c)3) Food Services Retail Services
 Retail Products Tax Exempt Products

EVENT REQUIREMENTS:

- 1. Retail Vendor Spaces:** All vendors must stay within the assigned space limits.
- 2. Hours of Operation:** Vendor check-in is on Thurs Dec. 10 2009 at 4pm. Booths, tables and major displays must be setup by 10 am on Friday, December 11, 2009. Product may be brought in between the hours of 6:30 am and 9:00 am on Saturday, December 12 and 8:30 am and 10:30 am on Sunday, December 13. Hours of operation will be Friday, December 11 from 10 am to 9 pm; Saturday, December 12 from 10 am to 9 pm; and Sunday, December 13 from 11 am to 4 pm.
- 3. Tear Down Rules:** Booths cannot be taken down until the event is over. No vehicles may enter the site and nothing can be removed until the event participants have left. Booths must be removed from the property by, Sunday, December 13, 2009 at 5:00 pm.

4. **Electrical Power:** One large generator will be provided by the Town of Carefree in the area adjacent to the art and craft booths. Vendors must bring their own lights, outdoor extension cords and power surge strips. **ONLY compact florescent bulbs will be allowed and no more than 4 bulbs per booth.** The Town of Carefree cannot guarantee power for lighting beyond the capacity of one generator and asks that vendors be as conservative as possible. **Vendors are also encouraged to decorate their canopy tents with twinkle and or LED Christmas lights.**

4a. Heaters: **Absolutely NO ELECTRIC HEATERS allowed in the booths.** Propane gas heaters that meet fire code will be allowed in the booths.
5. **Space Assignments:** Assignments are based on the space available, vendor needs, and type of service. You will be assigned a specific booth location. You will not be allowed to move to a new location at any time without the approval of the Town of Carefree. You may not sublet or apportion your space to anyone else.
6. **Insurance:** You, or the vendor coordinator, **must** provide a certificate of general liability and product liability insurance as evidence of insurance in force. **The certificate must name the following as additionally insured: Town of Carefree, AZ.** Your limits of liability must be at least \$2,000,000.00 aggregate and \$1,000,000.00 per occurrence. The insurance is at your own cost. If this certificate is not provided, The Town reserves the right to withdraw you from the event at the cost of all prepaid fees.
7. **Hold Harmless Agreement:** Vendors agree to indemnify and hold harmless the **Town of Carefree, AZ** and its officers, agents, employees, and the organizers of this event and their respective agents, employees, volunteers, members, clubs, sponsors, promoters and affiliates 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 organization of the privileges herein granted. You agree to release Town of Carefree from responsibility and/or claim for loss, damage, or injury to your person or those representing your concession. The Town of Carefree is not responsible for damage caused by acts of God or human nature. Professional conduct is mandatory. Complaints and comments must be addressed with the Town of Carefree management and not openly discussed with other organizations or patrons.
8. **State Sales Tax #:** You must provide your State Sales Tax I.D. All vendors shall have the Town of Carefree placed on the I.D. and are subject to audit.
9. **Fire and Safety:** You must comply with all pertinent fire codes, laws, ordinances and regulations for health, fire prevention and public safety.
10. **Equipment and Rentals:** Any and all equipment within a vendor booth or fixtures such as pop-up tents/canopies, tables, chairs, etc. is the responsibility of the vendor and will not be provided by the Town.

11. **Waste and Clean-Up**: Vendor site will be left clean of all trash and debris. Vendors will supply their own trash bags. All garbage must be put into closed bags and deposited in the designated garbage bins and/or dumpsters at the event site. After you have broken down your booth and before you leave, designated personnel must check you out.
12. **Sales Restrictions**: Absolutely no sales of alcohol will be permitted by an unauthorized vendor. No sales of any type of tobacco product, drug paraphernalia or obscene material.
13. **Booth Fee (Art & Craft)**: A \$200 fee is required to reserve each 10x10 space in the Art & Craft Market. Checks are to be made out to the "Magic Bird Festivals".
14. **Cancellation Policy**: The event will occur rain or shine. Fees are non-refundable and non-transferable.
15. **Food Vendors**: Must have Maricopa County Environmental Services Special Event Permit in possession on site and be prepared for Health Inspection. It is your responsibility to know the rules and follow them.
16. **Beverage Sales**: All contained soda and water sales must be sold for \$1.00 per unit.

I AGREE TO COMPLY WITH ALL EVENT REGULATIONS

SIGN NAME

PRINT NAME

STATE SALES TAX ID # _____ DATE: _____

BOOTH SIZE REQUESTED _____

SEND SIGNED APPLICATION AND TOTAL FEE TO:

First Class Mail:

Magic Bird Festivals

Attn. Christmas Festival Art & Craft Vendor

P.O. Box 1803

Cave Creek, AZ 85327

480-488-2014 or 602-332-4257

For information and other shows by Magic Bird go to www.magicbirdfestivals.com