



Arizona Night Market
An International Affair - November 17-19, 2017
Peoria Sports Complex – Peoria, AZ
www.AZNightMarket.com

Food Vendor Application

Name of Vendor _____

Street Address _____

City _____

Phone _____ Fax _____ Email _____

Vendor provides their own tents (preference white), tables, chairs, table skirts, lighting and festival decorations. Electrical source will be provided.
(Tents, chairs and tables available for extra charge)

* **INSURANCE:** Participants must agree to deliver evidence of current comprehensive broad form of Public Liability Insurance coverage before activities begin; listing the following as additional insured on a Certificate of Insurance: Arizona Night Market, City of Peoria, & Universal Cultural Organization.

** **ELECTRICITY:** Electricity is provided, one 110V outlet. Additional electricity can be purchased. Please specify what you require so we can provide a price. Vendors are permitted to bring their own generators, however they must be placed in compliance with fire & safety regulations & must not interfere with walkways or pathways. Cords must be securely taped down & permits placed in a visible location. Arizona Night Market will endeavor to accommodate you with booth/tent locations suitable for generator use but the final decision on location remains with the Event Coordinator. Any violations observed during the event could result in immediate termination of this contract, a request to remove the item(s) & forfeiture of all fees paid. Please notify the Event Coordinator if you plan to bring your own generators.

VENDOR PRICING (space size 10x10):

3-Day Weekend Rate 10 x 10 Space - \$550
Early Registration by 8/15/2017 – 3-Day Weekend Rate - \$500

10 x 20 Space – \$850
Early Registration by 8/15/2017 – 3-Day Weekend Rate - \$800

Additional Space – Ask for pricing
Non-Profit – Ask for pricing
Sponsorship Packages available – Ask for package pricing

DESCRIPTION OF ITEMS / FOOD TO BE DISPLAYED OR FOR SALE (if food truck, please also provide size of truck):

SPACE SIZE NEEDED:

RENTAL ITEMS NEEDED AND QTY (see page 5 for pricing):

PAYMENT AMOUNT:

Note: All items must be approved. Arizona Night Market reserves the exclusive right to sell food, snacks, and drinks. All fees are non-refundable. Vendor locations will be chosen on a first come first served basis. Vendor must be on site for the full festival time on all festival dates. Vendors will have access to setup starting noon the day before the festival weekend and must pack up by day after end of festival.

I, the undersigned agree to abide by the Arizona Night Market 2017 rules and regulations which will be signed & returned with application. I hereby release and hold harmless, Arizona Night Market, City of Peoria, Universal Cultural Organization, or any other event sponsors / vendors from any and/or all liabilities including, but not limited to, theft, personal injury, bodily injury, strike, weather, public enemy or act of God and to indemnify same for any damage(s) that may arise from our conduct at this event.

Signature of Applicant

Date

Payment must accompany the application in order for the application to be reviewed and finalized. In order to qualify for the early registration, BOTH payment and forms must be received by early registration deadline. Final Booth Application, Co-op Agreement, Liability Wavier and Payment Deadline: November 3, 2017.

Please make check payable to: Universal Cultural Organization

Please return completed Vendor Application, signed CO-OP Agreement, and check to Universal Cultural Organization, Attn. Cathy Hum
7410 W Candelaria Dr, Glendale, AZ 85310, Tel: 602-888-4461 Email: UCO.events@gmail.com

***Non-profit booth applications not accompanied by appropriate tax credentials will be deemed for-profit & charged accordingly.

***Any request for reduction or discount in fees must be made in writing and submitted to the Board for approval

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CO-OP AGREEMENT

This agreement is made and entered into by _____ hereinafter referred to as "Vendor" and "Arizona Night Market", hereinafter referred to as "Event" through its contact administrator or designee.

1. This agreement shall commence November 16, 2017, and shall terminate on November 20, 2017.
2. **HOLD HARMLESS:** Vendor shall indemnify, hold harmless and defend the Event, its officers, employees, sponsors, other vendors, and affiliates from and against any and all loss, injuries, damages, liability, claims, penalties, fines, legal action (including cost and expenses, incidental thereto), which may be asserted or brought against the Event by any individual or entity which arises out of or occurs during the performance of this Agreement by Vendor.
3. **NON REFUNDABLE:** Vendor's fee for the full amount shall be paid at the time of receipt of application and there will be no refunds for any reason once the application has been accepted. The event committee may return check to applicant if application is not acceptable. If Vendor check bounces, fees and penalties will be applied. To secure a booth, Vendor must submit the fees in full with the completed & executed application form and co-op agreement.
4. **NO CHANGE** in location of booth or rides is permitted unless approved by the Event Coordinator. No removal or moving of tables or chairs from other booths is permitted without permission by the Event Coordinator, regardless of whether the other booths are occupied.
5. All permits, licenses, certificates, insurances and necessary paperwork as required by the City and State and Arizona Night Market are the responsibility of the Vendor.
6. **ELECTRICAL USE** must be applied for by the Vendor in the application and approved by the Event Task Force members. The Vendor is responsible for securing approved electrical lines with duct tape. CO2 tanks must be securely fastened & generators must be installed in compliance with City fire codes. The Vendor is responsible for following all applicable local, state, federal and Arizona Night Market and UCO rules and regulations and to maintain a safe working environment, as well as to provide any required maintenance of equipment and/or permits. Arizona Night Market staff, UCO staff, fire department and/or health department may stop any hazardous activities or the use of a particular piece of equipment, which may be deemed unsafe.
7. The Vendor is responsible for the tent, tables, and chairs supplied by the Event to the Vendor and any loss or damage of tent, tables, and chairs will be the responsibility of the Vendor and fees will be charged to the Vendor at the costs charged by the booth and tent company per item lost.
8. **ALL GOODS or RIDES** to be displayed and/or sold must be listed on the event application and meet acceptance by the event coordinator prior to the event. **NO LIVE ANIMALS ARE PERMITTED FOR SALE, GIFT WITH PURCHASE OR ANY OTHER MEANS OF DISTRIBUTION AND THERE ARE ABSOLUTELY NO EXCEPTIONS TO THIS RULE. VIOLATORS FACE IMMEDIATE REMOVAL OF THEIR BOOTH AND MERCHANDISE WITHOUT ANY REFUND.**
9. Arizona Night Market reserves the exclusive right to sell food, snacks and drinks. Food or beverage sales/booths must be approved by the Event Coordinator.
10. The Event **SHALL NOT** be required to handle, care for, or act as custodian for any merchandise, equipment or property at any time and shall not be liable for any losses or damages to such property. After close of events each day, exhibitors shall completely enclose and/or cover their booth area with tarp or plastic. Security will be provided during all times during the festival. The security is strictly for general security for the area, and is not responsible for any items left in the Vendor's area.
11. Nails, helium, firecrackers, balloons, open fire, hazardous material, birdseed or uncooked rice will not be permitted at the event, regardless of local and/or State laws.
12. The Vendor is responsible for the maintenance and clean up of their immediate tent area. Janitorial services will be provided during the event for the emptying of trash containers and food service area clean up only. A trash dumpster will be provided by the Event for Vendor use. The Vendor is liable for any fees related to extra waste management or cleaning at the Vendor's area.
13. The tent company will install the tents & build the booths prior to the first day of opening. Vendors may setup their individual booth(s) after tent setup is completed. Vehicles are not permitted in the event area. There will be no exceptions made to this restriction. Unauthorized vehicles in the event area during the event are subject to tow.
14. Vendors and rides should be ready to serve customers at time of opening each day. And remain open until close of the event each day.
15. No flags will be displayed except the U.S. and Arizona flags. No national anthem will be allowed except the National Anthem of the United States.
16. Noncompliance by the Vendor of any decision of the Event Task Force will result in forfeiture of Vendor rights under this agreement and possible removal from the event grounds.
17. There is no guarantee that the Vendor's goods/service will be the sole provider for such goods/services in the event; in other words, there might be other Vendors providing the same or similar goods/services in the event; unless prior written agreement was provided to the Vendor that they would be the sole provider for such goods/services.
18. All materials of the Vendor shall be within their own tent area. As for table-only Vendors, their material shall be within the 10'x10' area where the table is located. Any material stored outside such area must be removed immediately; after 3 notifications from Event Task Force members, Vendor will void their agreement, and will face immediate removal without refund.

I have read and fully understand the above rules and regulations.

Signature of Applicant (please print name beside signature)

Date

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8/2/2017

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at the 2017 Arizona Night Market (“Event”), hosted by Universal Cultural Organization, an Arizona non-profit corporation (“Corporation”), in Peoria, Arizona from November 17th – 19th for Event:

(Description of activities that the Participant will engage in)

I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH AGREEMENT THAT I ASSUME ANY AND ALL RISKS OF PROPERTY DAMAGE OR BODILY INJURY WHETHER SUCH RISKS ARE KNOWN OR UNKNOWN.

I verify the above statement of such awareness by placing my initials here: _____

I certify that I am 18 years or older by placing my initials here: _____

As consideration for being permitted by the Corporation, the State of Arizona (“State”), the County of Maricopa (“County”), and any lessor of the premises of the Event, to participate in these activities, and to use the Event premises and facilities, **I forever release the Event, the State, the city, the county, any Lessors, the Corporation, any event-related organization, and their respective directors, officers, employees, volunteers, agents, contractors and representatives (collectively hereafter referred to as “Releasees”) from any and all actions, claims, or demands that I, my assignees, heirs, devisees, guardians, next of kin, spouse, and legal representatives now have, or may have in the future, for injury, death or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in these activities.** I also agree that I, my assignees, heirs, devisees, guardians, next of kin, spouse, and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE EVENT, THE CITY, THE STATE, THE COUNTY, ANY LESSOR AND CORPORATION, AND I AM SIGNING IT OF MY OWN FREE WILL.

PARTICIPANT:

Signature

Print Name

Date

Address: _____

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Extra Charge Items

| | |
|------------------------------------|-----------|
| Tent 10x10' (sidewall not include) | \$135 |
| Tent 10x20' (sidewall not include) | \$210 |
| Tent 20x20' (sidewall not include) | \$310 |
| Tent Sidewall 8x10' | \$18 |
| Tent Sidewall 8x20' | \$36 |
| Chair Polyfold | \$5 each |
| 8' Table | \$25 each |