

# PNYF 2024 - GOODS & SERVICES VENDOR APPLICATION

LOCATION: OLD TOWN SCOTTSDALE – CANAL – SOUTHBRIDGE AND SOLSTICE PLAZA 7135 E Camelback Rd, Scottsdale, AZ 85251

EVENT DATE: Saturday, March 2, 2024 EVENT HOURS: Saturday 11 AM – 6 PM APPLICATION DEADLINE: Wednesday, February 9, 2024 LOAD IN: Saturday, March 2<sup>nd</sup>. - 7 AM – 10 AM (<u>You will</u> be assigned a load in time & booth number) LOAD OUT: Saturday after event closes 6 PM. Early tear down is NOT permitted. VENDOR WALK THROUGH: Monday February 19, 2024

#### GENERAL

- Only the items listed on your application and approved prior to the festival may be sold at the event.
- Vendor insurance is the responsibility of the vendor to purchase and is not provided by the festival.
- There is no rain date. If for some unforeseen reason the festival cancels, no refunds will be issued.
- Electricity is available in certain locations upon request. Vendors will be responsible for their own connection to it.
- Please keep a copy of these instructions for future reference.
- If you need the ability to accept credit cards, visit <u>www.squareup.com</u>, or use a similar service.
- A current food handler license is required. Visit <u>www.servsafe.com</u> if you do not have one.
- Beverage sales are not permitted.
- All vendors are required to maintain a clean, safe working area
- All equipment required by vendors MUST be ordered by February 9, 2024
- Additional equipment orders are separate from booth costs and what PNYF provides.
- The festival committee may inspect vendor merchandise at any time to ensure it is consistent with that represented in their application.
- Vendors are prohibited from selling counterfeit items, unlicensed merchandise, guns, ammunition, alcohol, drug paraphernalia, items prohibited by Arizona or Federal Law, or any merchandise that the festival committee, at its sole discretion, considers racist, discriminatory, derogatory, or offensive.
- Vendors are responsible for disposing of all trash in the nearest trash receptacle. We ask that you leave your assigned area in the same, or better, condition than when you arrived for setup. (Charges could apply if area is unkept, trashed or damaged).

# Vendors are responsible for all necessary permits, fees and taxes ALL vendors are responsible for insurance and licensing requirements

Temporary Food Establishment Permit for Maricopa County: <u>https://www.maricopa.gov/3976/Special-EventsFarmers-Markets</u> Transaction Privilege Sales Tax Registration: <u>https://azdor.gov/transaction-privilege-tax-tpt</u> Arizona Cottage Food Laws, Regulations and Facts (for those selling baked goods): <u>http://pickyourown.org/CottageFoodLaws-Arizona.php</u>

- **PNYF must be included as an Additional Insured** in your insurance documents.
- Copies of licensing and insurance must be provided no less than 30 days before the event.
- City officials will inspect all booth areas to ensure city compliance/requirements are met.

# CERTIFICATE OF INSURANCE DETAILS

Please add The Persian New Year Festival as additional insured to your policy.

## PERSIAN NEW YEAR FESTIVAL 13835 N NORTHSIGHT BLVD Suite 100 Scottsdale, AZ 85260

Qty.	Good & Services Booths & Designated Spots			
	Booth: 10'x10' space. Includes canopy, 2 tables, 2 chairs, basic electricity.		\$400	
	Booth: 10'x10' space. includes, 1 table, 1 chair. No electricity.		\$250	
	Designate 10 x 10 spot, space only. Supply your own tables, chairs and white tent		\$100	
Qty.	Extras To be added to order above			
	One 10 x 10 tent - white		\$150	
	Table: 8'		\$45	
	Chair		\$10	
	Canopy Sidewalls – each 10' side segment (available for canopies ONLY)		\$50	
	Grand Total	\$		

## SETUP: 7:00 AM - 10:00 AM - SATURDAY MORNING

- All vendors must arrive at exact arrival time and will be assigned prior to the event via email.
- All vendors must be complete with setup and all vehicles removed by 10:00 AM.
- Parking is not allowed in the immediate festival area. Damage caused by your vehicle will be vendors responsibility.
- All vendors must be set up in their assigned locations. Exact location will be assigned prior to February 19, 2022.
- All sidewalks must stay clear, clean and safe in accordance with the City of Scottsdale guidelines and permit.

## PAYMENT METHODS

• Payment must accompany submission of this contract and must be in the form of a credit card or check, details are on the last page of this agreement.

#### ADVERTISING

- Any vendors wishing to advertise must do so at their own expense.
- Vendors are encouraged to link, invite followers and @ tag to the festival's social media:
  - Instagram <u>www.instagram.com/persiannewyearfestival/</u>
  - Facebook Page <u>www.facebook.com/PersianNewYearFestival</u>
  - o YouTube <u>www.youtube.com/PersianNewYearFestival</u>
  - Twitter <u>www.twitter.com/PersianNewYear</u>
  - Website <u>www.PersianNewYearFestival.org</u>
- Any advertising **must** be approved by the festival chair prior to publishing.

#### **GENERAL TERMS**

- The festival offers no guarantees or warranties of any kind.
- No refunds will be offered for vendors who do not attend. There will be no refunds if any unforeseen acts of God, weather, terrorism or war result in the cancellation of the festival.
- Vendors may not vacate the festival prior to the official closing time on Saturday.
- Vendor spot is not **guaranteed** until this document is signed and approved by a festival officer.

## QUESTIONS

- Please let us know if you have any questions.
- You can reach us at info@PersianNewYearFestival.com

#### PLEASE COMPLETE AND RETURN THE VENDOR AGREMENT PAYMENT DETAILS AND LINKS ARE ALSO IN THE VENDIOR AGREEMENT NOTIFY PNYF IN WIRTING OF ANY EXTRAS NEEDED FOR YOUR SPACE

# PNYF 2024 - GOODS & SERVICES VENDOR APPLICATION

This Agreement is between Persian New Year Festival (PNYF) with offices located at: 13835 N NORTHSIGHT BLVD., Suite 100, Scottsdale, AZ 8526 and

Business Name (here-thereafter referred to	o as Vendor)	
Main Contact Person & Title		
AZ TPT (Arizona transaction privilege tax) _		
FD Permit (if applicable)		
MF Permit (if applicable)		
Phone*		
Email*		
Website		
Instagram@	_Facebook@	
Other@		
Address		
City	State	Zip
Description of food items to be sold:		

(520) 775-2707 | info@PersianNewYearFestival.com | www.PersianNewYearFestival.com

#### **TERMS & CONDITIONS**

NOW, THEREFORE, it is agreed that:

**PURPOSE** PYNF agrees to provide space to Vendor for Persian New Year Festival 2024. In return, the Vendor agrees to pay the amount for the space they have selected.

**APPEARANCE** Vendor is responsible for cleaning and maintaining the space provided in an organized and neat manner. This responsibility includes disposing of all trash in the nearest trash receptacle. Vendor is asked to leave their assigned area in the same, or better, condition than when they arrived for set-up (charges could apply for unkept area).

**DISPLAYS AND SIGNS** All displays in their assigned location must be free-standing. Nothing may attach to the booth or tables that cannot be removed without damage to either. Signs must be free-standing. Signs should not block other vendor booths/areas.

**QUALITY PRODUCTS** Vendor shall ensure proper quality of their food being offered and shall comply with all applicable Arizona State Laws as to food handling and vendor sales.

**INSURANCE** PYNF accepts no liability for lost, stolen or damaged property. PNYF must be added as an additional insured in vendors insurance documents

**INDEMNIFICATION** Vendor agrees to indemnify and hold PYNF harmless from all claims, losses, expenses, fees (including attorney fees, costs, and judgments) that may be asserted against PYNF that result from the acts.

**ENTIRE AGREEMENT** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**SEVERABILITY** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT** This Agreement may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

GOVERNING LAW This Agreement shall be construed in accordance with the laws of the State of Arizona.

**NOTICE** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**ASSIGNMENT** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

# I HAVE READ, UNDERSTAND, AND WILL COMPLY WITH ALL RULES AND REGULATIONS AS OUTLINED IN THIS AGREEMENT.

#### SIGNATORIES

Signature of PYNF Officer	Signature of Vendor Representative					
Printed Name of PYNF Officer	Printed Name of Vendor Representative					
Date	Date					
For additional information, contact Vendor	@PersianNewYearFestival.com.					
SECURE ONLINE Payments can be made thro • Food Vendor (mobile food truck, res • Non-Food Vendor (jewelry, art, clot	taurants, catering companies, etc.)					
PAYMENT INFORMATION (if not paying onli	ne)					
Payment Type: [ ] Mastercard [ ] Visa [ ] Am	erican Express [ ] Discover [ ] Or Check/Money Order Card					
Number:	Exp. Date:CVV Code:					
Name on Card:	rd:Phone Number:					
Card Billing Address:						
I authorize PYNF to charge my credit card – Signature:						
Make checks/money order payable and mai	l to: Persian New Year Festival (520) 775-2707					
FOR OFFICE USE ONLY						
Date Recv'd:[ ] Approved [ ]	Not Approved [ ] Insurance Certificate Recv'd [ ] Insurance Needed					
Received By:	_Amount Paid: \$[ ] Check #[ ] Credit Card					

(520) 775-2707 | info@PersianNewYearFestival.com | www.PersianNewYearFestival.com