



## **AZ Taco Festival at Salt River Fields – Food/Drink Vendor Terms of Agreement:**

1. All booths must be attended, maintained and set up during all show hours until closing time of the event.
2. Vendor agrees that load in and load out of vendor space will be conducted based on the Load in Schedule provided by the Show Management. Any dismantling of the booth space prior to authorized times and date will be grounds for exclusion at future events.
3. The AZ Taco Festival reserves the right to make the final determination of all space assignments.
4. You will be assigned to your booth location upon arriving to the event. Location includes: (1) 20x10 Tent, (1) 8ft table, (2) chairs, (2) Kwik Covers, and power.
5. Vendors must follow health code.
6. No smoking on the event premises.
7. Power will be provided; it is the vendor's responsibility to provide their own extension cords.
8. Vendors will not hold The AZ Taco Festival responsible or accountable for any damages, expenses, or liability arising from any of its agents, employees, or others occurring in or on the grounds of the facility and the approaches and entrances thereto.
9. Event Management is authorized to record and use audio/visual materials and photographs taken at the event.
10. All vendors must provide proof of general liability insurance, and will send it to the event coordinator no later than October 1, 2021.
11. Each vendor must be in full compliance with all regulations determined by the Fire Department and SRPMIC Health Department and will not be allowed to vend until all requirements have been met.
12. Vendors shall comply with all federal, state and SRPMIC municipal laws and administrative rules, including but not limited to those relating to licenses and permits, ordinances, and regulations applicable to the festival.

The terms set forth in the contract are acknowledged and accepted, subject to confirmation to us, as vendor, of space allotted by The AZ Taco Festival. By signing this contract, I acknowledge to adhere to the guidelines presented forth from The AZ Taco Festival.

**Insurance: Please also send Proof of Insurance with General Liability Coverage of \$1 Million. Please see attached Insurance Requirements page and list the following entities as additionally insured with its subsidiaries, shareholders, directors, officers, employees and agents:**

R Entertainment Company, LLC.  
16413 N 91st St. c100  
Scottsdale, AZ 85260

Salt River Fields  
7555 N Pima Rd,  
Scottsdale, AZ 85258

The following documents will be required in order to participate:

- SRPMIC Business License (required to take payment)
- Certificate of Insurance to SRF Requirements
- Filled out SRPMIC Health Permit
- Electricity specifications including a picture of power plugs (makes it easy for our power company)

## Marketing

We encourage all vendors to support the Arizona Taco Festival through social media efforts. We will follow with a media package to help you promote the events.

Social Media | Facebook: \_\_\_\_\_

Twitter: \_\_\_\_\_ Instagram: \_\_\_\_\_

Website: \_\_\_\_\_

*\*\*Please send a high-resolution photo and/or logo to [Abby@r-entertainment.com](mailto:Abby@r-entertainment.com) when submitting your application\*\* - For marketing purposes.*



## Vendor Information

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Explain type of company, product, or service you will be exhibiting:

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Please Specify Exact Electrical Needs (wattage/voltage):

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Explain any special requests (will be taken with consideration- but not guaranteed):

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## Payment:

- I will be prepared to pay 20% of all gross sales per day.
- You will be supplied with the event POS system that you must use at the event.
- I understand that I need to collect and turn in all event credit card batches to the event coordinated to settle for payment. By signing this contract, I understand and agree with the information outlined above.

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Signature: \_\_\_\_\_

**This application is to be turned in to: >> Abby Hayes at [Abby@r-entertainment.com](mailto:Abby@r-entertainment.com)**

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### *Insurance Requirements*

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#### INSURANCE REQUIREMENTS

Company shall maintain and pay all premium costs for and ensure that Company's contractors maintain and pay all premium costs for the following insurance coverage in amounts not less than specified throughout the duration of the event.

IF YOU HAVE WORKERS WORKING FOR YOU AT THE EVENT..

**A.** Statutory Workers' Compensation, including Employer's Liability Insurance, subject to limits of not less than \$500,000.00, affording coverage under the Workers Compensation laws of the applicable state. Company will cause, if allowed by law, its workers' compensation carrier to waive insurer's right of subrogation with respect to SRF its parents, partners and their affiliated companies.

COMMERCIAL GENERAL LIABILITY INSURANCE..

**B.** Commercial General Liability Insurance for limits of not less than \$1,000,000.00 per occurrence Bodily Injury and Property Damage combined; \$1,000,000.00 per occurrence Personal and Advertising Injury; \$2,000,000.00 aggregate Products and Completed Operations Liability; \$100,000.00 Fire Legal Liability, and \$2,000,000.00 general aggregate limit per event. The policy shall be written on an occurrence basis.

INSURANCE ON YOUR FOOD TRUCK OR CAR DRIVING ONTO THE EVENT SITE...

C. Automobile Liability Insurance with a limit of not less than \$1,000,000.00 combined and covering all owned non- owned and hired vehicles.

UMBRELLA LIABILITY INSURANCE...

D. Umbrella Liability or Excess Liability Insurance may be requested at the discretion of SRF over limits and coverage noted in paragraph B, above. This policy shall be written on an occurrence basis.

NAME SALT RIVER FIELDS (SRF) AS ADDITIONALLY INSURED...

E. Policies (b), (c), and (d) above shall be endorsed to name SRF, SRPMIC, their respective parents, partners, subsidiaries, divisions and affiliates, and each of their respective officers, directors, shareholders, employees, agents and representatives as "Additional Insured's" with respect to any and all claims arising from Company's operations. The Company will deliver to SRF satisfactory evidence of the insurance coverage described above on a certificate form approved by SRF or, if required, copies of the policies. All required insurance will be placed with carriers licensed to do business in the applicable state(s), will have a rating in the most current edition of A.M. Best's Property Casualty Key Rating Guide that is reasonably acceptable to SRF and will provide thirty (30) days written notice of cancellation or non-renewal to SRF. Should any additional premium be charged for such coverage or waivers, Company will be responsible to pay said additional premium charge to their insurer. All insurance furnished by Company hereunder will be in full force and effect at all times during the event.

Company agrees that it will, at its sole expense, procure and maintain insurance as follows:

TYPE OF INSURANCE	LIMIT OF INSURANCE
General Commercial Liability	\$1,000,000 Per Occurrence/ \$2,000,000 Aggregate
Workers Compensation & Employers Liability	Statutory
Business Auto Liability including Hired & Non-Owned Auto Liability	\$1,000,000
Excess/ Umbrella	\$2,000,000 Per Occurrence

Company agrees solely with respect to liability caused by the sole negligent acts of Company to name SRF and Salt River Pima Maricopa Indian Community, its officers, employees, volunteers and directors as Additional Insured's on Company's General Commercial Liability and Auto liability insurance policies. Such insurance shall be provided to Additional Insured's on a primary and non-contributory basis.

To the maximum extent permitted by applicable law and the insurance policy maintained, Company agrees to waive their insurer's rights of subrogation.

Prior to commencing the Services, Company shall furnish a certificate of insurance evidencing compliance with the foregoing provisions and insurance requirements.

INDEMNIFICATION

Vendor shall indemnify, defend and hold harmless SRF and their respective parents, partners, subsidiaries, divisions and affiliates, and each of their respective officers, directors, employees, agents and representatives from and against any and all claims, demands, suits, causes of action, liability, judgments, damages, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "claims") asserted against any of the SRF parties and arising out of or resulting from (i) the acts or omissions of vendor, its employees, agents or subcontractors. The foregoing shall include, without limitation, any claims for bodily injury, death or property damage.