



Food Vendor Booth Application

Application Due: December 2nd 2022

Event Date: January 14th- 15th 2023

Description: Art in the Park is an alfresco fine arts festival presented by the Yuma Art Center in scenic Gateway Park. Modeled after Georges Seurat's stoic painting, Sunday on La Grande Jatte, the event features dozens of local and regional artists alongside the banks of the meandering Colorado River. Come for a leisure afternoon in the park and enjoy a mimosa or spirited libation while perusing a wide variety of art displays.

Organization/Business Name _____
Point of Contact First Name _____ Last Name _____
Mailing Address _____ City, State, Zip Code _____
E-mail _____ Phone Number _____
Website _____ Arizona Tax ID Number _____
Food Handlers License Number _____

Vendor Booth Selection

*Booth fees include the City of Yuma's \$20 special event license fee.

- 10 x 10 Booth Space (\$100)
- 10 x 20 Booth Space (\$200)
- 10 x 30 Booth Space (\$300)

Complete list of items to be sold: _____

*Vendor Checklist

Before you submit your application, please make sure that the following steps have been completed:

- Each section of the Event Application form has been filled out **completely**.
- A complete list of items to be sold or distributed.
- Acknowledgement that vendors are not allowed to sell or distribute any type of beverages unless pre-approved by the Event Coordinator.
- A copy of their current business license with the City of Yuma, OR an Itinerant Business license for the day(s) of the event.
- Insurance: evidence of a one million dollar (\$1,000,000) insurance policy (Commercial General Liability) per occurrence, two million aggregate (\$2,000,000) for the event, in the form of a certificate of insurance.
 - A waiver of subrogation endorsement accompanies the certificate and is indicated on the certificate.
 - A primary non-contributory endorsement accompanies the certificate and is indicated on the certificate.
 - An additional insured endorsement listing the City of Yuma accompanies the certificate and is indicated on the certificate.
 - The indemnification 'Standard Hold Harmless Clause for Special Event Permits' section is complete and signed.
- Yuma County Health Department License # is indicated on the application.
- A copy of Yuma County Health Department License.
- A copy of Yuma County Health Department Food Handlers Card.
- The Food vendor has acknowledged possession of serviced (at a minimum) a 2A:10:BC Fire Extinguisher. For those using a heat source, flame, oil, or grease etc. a Class K Fire extinguisher is also required.

Make checks payable to the **Yuma Art Center** Please return application in person or e-mail and, if approved, make payment to: Yuma Art Center, 254 South Main St, Yuma, AZ 85364.

For more information, contact:

Ana Paulina Padilla, Program Coordinator | Ana.Padilla@yumaaz.gov | (928) 373-5206



254 S. Main Street, Yuma, AZ 85364 – 928.373.5202 – Arts@YumaAz.gov
The Yuma Art Center is owned and managed by the City of Yuma.

Important Dates and Times

December 2nd 2021: Vendor application deadline.

January 13th 2022, 10:00 am – 5:00 pm: Vendor Set up

January 14th, 2023, 6:00 am to 9:00 am: All vendors must be set up 1 hour prior to the event starting.

January 14th 2023, 10:00 am – 5:00 pm: Art in the Park

January 15th 2023, 10:00 am – 5:00 pm: Art in the Park

January 15th 2023, 5:00 pm – 8:00 pm: Vendor Take Down

Vendor Rules and Regulations

1. The safety and health of all event attendees, staff, special guests, and exhibitors are of top concern and priority. The event will comply with all local, state and federal regulations regarding public safety and health. Vendors will be notified should any aspect of the event change due to public health concerns or regulations regarding COVID- 19. Vendors should not attend the event if they have a known exposure to COVID-19 or are exhibiting any symptoms.
2. ALL Vendors promoting or selling product or services MUST provide a copy of their **COY Business License**, and possess a **Secondary Location License**. Or must provide a copy of their **Itinerant Business License** w/ their **AZ TPT License number**. Contact City of Yuma Tax & License Specialist 928-373-5074 within 10 business days prior to event.
3. Tables, chairs, booth frames, duct tape, and extension cords will **not** be provided.
4. Vendor shall **NOT** obstruct to walkways, to include: chairs, tables, signs, etc. in front of assigned location.
5. All booths must be professional in appearance. Minimum requirements must include a 10x10 canopy, or 'pop-up' shade structure. All tables must have a tablecloth and skirting draped to the floor on three sides. Booth must display professional signage, which identifies the business/organization, product(s) and pricing.
6. **Electricity is not available.**
7. If the vendors are bringing their own generator as a power source, **the MAXIMUM decibel level is 80 dB**. The vendor shall monitor generator noise level to ensure vendor is in compliance. Generators to be found to exceed the maximum decibel level will be asked to shut off and find another source of power.
8. **All Vendors agree to and shall abide by the insurance and indemnity** provisions set forth in the Vendors Insurance and Indemnity Requirements for the City of Yuma. Vendors may purchase a Tenant Users Liability Insurance Policy (TULIP) at: <https://www.ebi-ins.com/e/tulip/apply.aspx> Venue Code: 0458-007
9. **All food vendors, including non-profits, are required** to have a Class 2A:10B:C portable fire extinguisher.
10. **All food vendors who use propane, oil, flame, grease, grill, charcoal, etc. are required** to possess a **Class K Portable** Fire extinguisher.
11. **All food vendors, including non-profits, must adhere** to published "guidelines for temporary and special events food and drink concessions", as set forth by the Yuma County Health District.
12. **FOOD VENDORS** – must have submitted a completed "Temporary and Special Event Food Service Application" with the Yuma County Health District. **\$13 fee per day of event**. For more information, please contact the Yuma County Health District at (928) 317-4584 and/or the City of Yuma Fire Department at (928) 373-4850.
13. Food permit, issued by the Yuma County Health District, must be visibly posted inside the concession booth.
14. No children allowed in booths with open flames or grills.
15. **It is mandatory that all booths be completely set up ONE hour before the event and all vehicles MUST be out of the event area one hour before event opening.** This is an insurance company requirement.
16. Vendor spaces will be clearly marked; vendors are required to stay within these markings.
17. The City of Yuma – Parks and Recreation Department – Arts and Culture Division reserves the right for placement of all booths and product. Only completed and approved applications, with all required documents and photos will be considered for booth placement. **ALL BOOTH PLACEMENTS ARE FINAL!**
18. Vendors must unload vehicle and remove vehicle off the event area prior to setting up booth.
19. Vendors shall not drive on the event area until the event is over, and the majority of attendees have evacuated. Do not break down early. This negatively impacts the event for both attendees and other vendors. Vendors that break down early will be billed a \$50 fee and will not be permitted into future City of Yuma events.
20. All vendors are responsible for cleaning up their booth area during and at the close of the event.
21. No leftover food, cooking oils, or grease will be dumped into trashcans or planter areas – dumpsters will be available at a designated location – check booth placement map.

22. Consumption and/or possession of alcoholic beverages by vendors and/or workers are prohibited. Vendors will be held responsible for any violations.
23. All items to be sold at booth must be indicated on application.
24. No refunds will be given to vendors who do not show up for festival/event.
25. CANCELLATIONS/REFUND: The vendor fee is non-refundable/non-transferable.
26. The sponsors of this event will not be liable for any liabilities whatsoever for the failure to fulfill conditions under which the event is being produced: due to natural causes, act of God, or any other causes beyond the control of the City of Yuma.
27. Payment problems with checks and/or credit cards will result in restriction to cash or money order payment for any future shows.
There will be a fee of \$25 for returned checks.
28. The City of Yuma is not responsible for the security of individual food vendor booths. Vendors are responsible to secure their own booths, supplies and equipment.
29. This is a "Rain-or-shine" event and will occur on the scheduled date regardless of weather.

Additional Food Vendors Rules and Regulations

1. All food vendors, including non-profits, must have a food permit, issued by the Yuma County Health District, must be visibly posted inside the concession booth.
2. All food vendors, including non-profits, must have submitted a completed "Temporary and Special Event Food Service Application" with the Yuma County Health District. For more information, please contact the Yuma County Health District at (928) 317-4584 and/or the City of Yuma Fire Department at (928) 373-4850. Food permit, issued by the Yuma County Health District, must be visibly posted inside the concession booth. All cooking equipment capable of producing a grease laden vapor that is under any tent, canopy, overhang, roofed enclosure, etc. must be protected with a Type I hood system with fire suppression, Class K portable fire extinguisher is required within 30' of cooking equipment 2A:10B:C rated portable fire extinguisher must be provided. This \$10 fee per day of event.
3. The selling of beverages (soda, water, or alcohol) is prohibited by vendors. These will be available for purchase at the Yuma Civic Center bar and concession areas.
4. All food vendors agree to and shall abide by the insurance and indemnity provisions set forth in the Vendors Insurance and Indemnity Requirements for the City of Yuma. Vendors may purchase a Tenant Users Liability Insurance Policy (TULIP) at: <https://www.ebi-ins.com/e/tulip/apply.aspx>
5. Vendors selling food products must provide a copy of their AZ Tax ID number.
6. All food vendors, including non-profits, are required to have a Class ABC fire extinguisher.
7. All food vendors, including non-profits, must adhere to published "guidelines for temporary and special events food and drink concessions", as set forth by the Yuma County Health District.
8. No leftover food, cooking oils, or grease will be dumped into trashcans or planter areas – dumpsters will be available at designated locations – check booth placement map.
9. No children are allowed in booths with open flames or grills.

Acknowledgement and Release

The Vendor signing this application acknowledges they have read, understand, and agree to all the City of Yuma rules and regulations and the Vendor Insurance and Indemnity Requirements for the City of Yuma. The City of Yuma reserves the right to refuse entrance to any said event based on non-compliance with rules and regulations.

By signing below, I agree that I will assume all risks that arise from my participation. I also hereby waive any claims against the City of Yuma and its co-sponsors for any injuries or loss that arise from our participation. Further, I grant full permission to the event organizers, promoters and sponsors or any agent authorized by them, to use any photographs, videos, recordings or any other record of this event for any legitimate purpose. I acknowledge that I have read, understand and agree to all the Vendor Rules and Regulations, and Vendor Insurance and Indemnity Requirements, both of which are attached and incorporated to this agreement by reference.

I agree to adhere to all local Fire and Life Safety Codes including but not limited to; having a serviced, operational 2A:10B:C AND Class K Fire Extinguisher present (if utilizing cooking equipment), not cooking under any overhang, tent, canopy, enclosure, etc., unless protected by a Type II Hood System, and properly utilizing and securing fuel/energy sources, etc. By signing below I understand failure to adhere to these code requirements will result in being denied from participating in the event.

Signature _____ Date _____



INSURANCE AND INDEMNITY REQUIREMENTS FOR CITY OF YUMA

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

POR FAVOR LEA CUIDADOSAMENTE! ESTE ES UN DOCUMENTO LEGAL QUE AFECTA SUS DERECHOS LEGALES.

Standard Hold Harmless Clause for Special Events: The Event Sponsor by and through the Applicant agrees to indemnify, defend, and hold harmless the **City of Yuma** from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind of description, including attorney's fees and/or litigation expenses, brought by or incurred by the City of Yuma on account of loss or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in whole or part, by reasons of any act, omission, professional error, fault, mistake, or negligence of employees, agents, or representatives of same in connection with or incident to the performance of this agreement, or rising out of Workers' Compensation claims of employees or volunteers of City of Yuma, Event Sponsor and/or its subcontractor's volunteers or employees. Claims under this section shall not extend to any liability caused by the sole negligence of the City of Yuma or City of Yuma employees.

Insurance Qualifications: Without limiting any obligations or liabilities of Event Sponsor, Event Sponsor shall purchase and maintain, at Event Sponsor's own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the Event Sponsor shall either (1) obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents, and volunteers, or (2) provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Additional Insured: To the fullest extent permitted by law for claims arising out of the work or services of the Event Sponsor, all policies, except Workers Compensation, shall name and endorse the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

Waiver of Subrogation: Event Sponsor hereby grants the City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. Event Sponsor agrees to obtain an endorsed waiver of subrogation against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Event Sponsor, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Primary Insurance: The policies of insurance required under this section are to be primary insurance policies and any insurance policy maintained by the City is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein. In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

Evidence of Insurance: Before the commencement of any services, Event Sponsor shall provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the endorsements as required by this Agreement, issued by Event Sponsor's insurance as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. Moreover, failure to provide evidence of required insurance as set forth below shall delay payment for services rendered. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be insurer's responsibility to forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations

required by this Agreement shall be identified by referencing the event title and date, and this Agreement. All policies and forms must be satisfactory to the City.

The Certificate Holder must be named as follows: City of Yuma, Yuma, Arizona

All certificates are to be sent to:

City of Yuma,
ATTN: Administration
One City Plaza
Yuma, AZ 85364-1436

_____ **A. Commercial General Liability**

Initial Event Sponsor shall maintain limit no less than \$1,000,000.00 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.00. If Event Sponsor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Event Sponsor.

_____ **B. Worker’s Compensation and Employers’ Liability**

Initial Event Sponsor understands and agrees that Event Sponsor’s employees, agents, and directors, are not serving as employees, agents, or partners of the City in any manner and therefore are not entitled to any of the City’s industrial benefit coverages, including Workers’ Compensation coverages. Event Sponsor acknowledges that any injury its employees sustain in the performance of this Contract will be not be eligible for industrial benefits and any necessary treatment will be Event Sponsor, or Event Sponsor’s insurer’s, sole responsibility. Event Sponsor shall notify its insurance carrier that Event Sponsor has waived subrogation against the City, and the City’s employees, agents, officers, and officials with regard to Worker’s Compensation and Employers’ Liability.

_____ **INDEMNIFICATION:**

Initial I _____ am an authorized representative of the event sponsor and to the fullest extent allowable by law, Event Sponsor agrees to indemnify, defend, and Initial hold harmless the City, and its departments, agencies, agents, officials, officers, directors, employees, and volunteers (collectively “Indemnatee”) for, from and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys’ fees and litigation expenses, to which Indemnatee may become subject, under any theory of liability whatsoever, (collectively “Claims”) whether real or asserted, resulting from and/or arising out of Event Sponsor’s intentional, reckless, or negligent acts, directives, mistakes, errors, or omissions in performance or non-performance of any provisions of this Contract, except to the extent such Claims arise out of or are based upon the acts, mistakes, errors, or omissions of Indemnatee. This indemnification provision shall apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Event Sponsor’s departments, agencies, directors, officers, employees, volunteers, contractors, sub-contractors, and independent contractors, whether employed directly or indirectly by Event Sponsor.

The amount and types of insurance coverage required above are minimum amounts and do not limit the scope of indemnity required.

Applicant Printed Name _____

Signature of Authorized Representative _____ Date _____

