

The 59th Annual Phoenix Scottish Games

March 1st thru 3rd, 2024 Gilbert Regional Park 3005 East Queen Creek Rd Gilbert, AZ 85298

2024 FOOD VENDOR APPLICATION

This application form is submitted for consideration of the Games Committee of the 59th Annual Phoenix Scottish Games by:

Business Name				
Owner/Operator				
Address				
City, State & Zip				
Phone # / Cell #				
Email Address				
AZ State Tax #		Please bring a copy with you.		
Gilbert Bus. License	REQUIRED in addition to any food license, Please bring a copy with you.			
Please attach proposed menu with prices for approval by the Games Committee . Vendors will ONLY use the Menu submitted. The Games Committee will review the applications and confirm vendor space when approved. Space Fee includes 1 reserved parking spot in the Vendor parking lot.				
Approximate length of set u	p time hours	Preferred (NOT GUARENTEED) Set up Time		
Will you need Electricity? Circle one YES NO		If yes, how many 110 Volt Plugs will you need?		
Electricity is provided during the hours that the Games are open on		# @ \$100 total = \$		
Friday thru Sunday.		Do you need anything other than 110 Volt?		
NOTES: If you chose to bring a small generator, it must be a quiet inverter style. No loud generators on the field. Will also need a "K" class extinguisher.		Space Fee:		
		\$950 for "Main Course" food vendors		
		including a 20x20 space and 4 admission passes \$		
	5	\$265 for "Snack" food vendors		
Gilbert DOES NOT ALLOW Urban Camping No Sleeping in		including a 10x10 space and 2 admission passes \$		
your tent/booth.		Extra Admission Passes @ \$10 each = \$		
You must provide your own operational water. The park does not.		Tables # @ \$20.00 each = \$		
	noperational water. The park does not.	Chairs # @ \$5.00 each = \$		
		Waste water disposal fee (Gray Water)@ \$15 =\$		
		10 x 10 Canopy <mark>no side walls</mark>		
		Larger canopy sizes and sides can be rented for you at our cost		
		NOTE: No other tent rental sources are allowed		
		Check for Clean Up Deposit \$100		
		Total Due at time of Application \$		

PLEASE REMIT YOUR APPLICATION, REQUIRED PAPERWORK AND CHECK NO LATER THAN FEBRUARY 1, 2024 FOR YOUR NON-REFUNDABLE APPLICATION FEE MADE PAYABLE TO: The Caledonian Society of Arizona Attn: Food Vendor Chair PO Box 50092 Phoenix, AZ 85076



PHOENIX SCOTTISH GAMES CHECK LIST

PLEASE SUBMIT ALL OF THE DOCUMENTS LISTED BELOW TOGETHER FOR APPROVAL BY THE 59th ANNUAL PHOENIX SCOTTISH GAMES

Approval of your application and vendor space assignment will not be given until all documents have been submitted.

Signed and Dated Games Committee Copy of the Vendor Application Form	
Signed and Dated Games Committee Copy of the Food Vendor Contractual Agreement Form	
Copy of Arizona Dept. of Revenue Transaction Privilege Tax License	
Copy of Maricopa County Temporary Food Service Permit and Gilbert Business License	
Copy of Certificate of Insurance	
Complete Games Menu with Prices Listed (must also post on site)	
Check or money order for Food Item Deposit	
Check or money order for Electricity and Rented Items paid in full	
Check for Clean-Up Deposit in the amount of \$100. The check will be returned after the Games if the vendor site is satisfactorily cleaned. Vendors are responsible for removing all cooking oil and gray water, and proper disposal of all trash.	

Please make checks or money orders payable to the:

Caledonian Society of Arizona

and mail with all of the above items to:

Caledonian Society of Arizona Attn: Food Vendor Chair PO Box 50092 Phoenix, AZ 85076



The 59th Annual Phoenix Scottish Games

March 1st thru 3rd, 2024 Gilbert Regional Park 3005 East Queen Creek Rd Gilbert, AZ 85298

FOOD VENDOR CONTRACTUAL AGREEMENT 2023

The below signatures signify a binding agreement between the Caledonian Society of Arizona Inc., a 501(c) 3 Non-profit organization and presenters of the 59th Annual Phoenix Scottish Games and ________ hereafter referred to as "Vendor".

The Vendor agrees to provide their food products for sale at the 59th Annual Phoenix Scottish Games on March 1st thru 3rd, 2024, at Gilbert Regional Park, 3005 East Queen Creek Rd, Gilbert, AZ 85298. (Evening of March 1st is optional.)

1. HOLD HARMLESS AGREEMENT: The Vendor named in this contract hereby agrees for itself, its successors and assignees, to indemnify and hold harmless the Caledonian Society of Arizona, from all claims, suits or any other action for personal injuries, including death, and damages to property, real or personal, caused by the Vendor, and/or acts or omissions of the Caledonian Society of Arizona, arising out of Vendor's involvement in the Phoenix Scottish Games, and from all judgments and costs incurred in relation to said claims and suits; and, from all expenses incurred in defending said claims or suits. Vendor hereby releases the Caledonian Society of Arizona, all Sponsors and Officials, including their agents and employees, from liability, from any claim it might otherwise have for participating in the Phoenix Scottish Games, including but not limited to, any claim for personal injury or physical impairment or other claim of any type, arising out of participation or involvement in this event. Vendor also agrees to indemnify and hold harmless those released above from any such claims, damages, losses and expenses, including attorney's fees, and all court costs.

2. The Vendor agrees to be responsible for completing all city, county, and state tax forms and health permits and paying all required fees. The vendor acknowledges receipt of a copy of the Maricopa County Environmental Service Dept. Food and Beverage Vendor Checklist and agrees to abide by it. Vendor assumes all responsibility for any and all fees or fines that may result from their Participation in the event.

3. **ARIZONA TAX LICENSES:** Required for all individuals or organizations selling merchandise or services unless said individual/organization is an IRS approved tax-exempt non-profit entity. You are responsible for providing proof of your tax-exempt status, upon request. All other individuals/organizations are required to obtain a Temporary Privilege License, collect sales tax and complete the special return, AND obtain and fulfill the requirements of the Arizona State Tax License.

4. The Vendor further acknowledges that all **SAFETY** and **SITE RULES** must be adhered to. Any deviation from the rules gives the Caledonian Society the right to remove the Vendor at any time without a refund. Safety Rules and Regulations (copy available to registered organizations), if applicable, apply to all individuals or organizations participating in the Phoenix Scottish Games. Safety Rules and Regulations include, but are not limited to, the following:

A. <u>NO</u> firearms or drugs are permitted on City property. Firearms for historic reenactment groups are exempt only with written permission from The Town of Gilbert, obtained by the Games Committee.

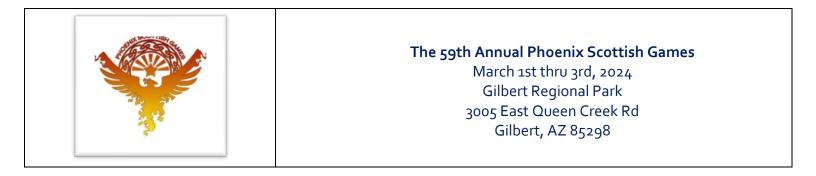
B. <u>NO</u> vehicles other than permitted carts and vehicles, with written permission, from Games Committee are allowed on any field, before, during or after the event. More information about set up day, parking & load-in will be forthcoming.

C. If you hire employees from a temp agency, you must meet them at the gate or give them their passes ahead of time. Please make sure they know the name of the vendor and where to report.

D. Dogs are permitted in the Park. Owners must comply with Gilbert and Maricopa County regulations including having the dog leashed, attended and licensed.

5. The Games Committee requires that all of our vendors show the **Caledonian Society of Arizona** as an **additional insured** on their liability policies and provide such a **certificate of insurance** to the Games Committee. If you cannot or do not wish to comply, please do not submit your application.

6. The Town of Gilbert requires that all of our vendors show the **Town of Gilbert** explicitly as an **additional insured** on their liability policies and provide such a certificate of insurance to the Games Committee. If you cannot or do not wish to comply, please do not submit your application.



7a. <u>When applying for your space please take into account the size of your trailer</u>. <u>Space should be allowed measuring from the front</u> of the trailer tongue to the furthest rear point of the trailer.</mark> Example; If you have a 20 foot trailer with a 5 foot tongue and a 3 foot overhang on the rear you will need a minimum 28 foot space.

Styrofoam containers are prohibited.

7. The Vendor is required to set up on Friday, March 1st, 2024. The Games are open from 9AM to 9PM on Saturday and 9AM to 4PM on Sunday with Friday concert from 5PM to 9PM for optional vending. Vendor tear-down will not be allowed until 5PM on Sunday March 3rd and can continue on Monday but GATES WILL BE LOCKED AND PARK CLEARED by 10PM EACH NIGHT. The Vendor is responsible for ensuring that all tents and property are properly secured in case of inclement weather. Every effort will be made to accommodate special requests if made in advance. Final space allocations are not negotiable. Please let us know as early as possible if you have special requests.

8. The Vendor acknowledges **Pepsi Cola** as the sole provider of bottled water and soft drinks for the Phoenix Scottish Games. Vendor will place orders for such drinks through the Games Committee Representative. Product is sold in cases of 24 – 20 ounce bottles at a price set by Games Committee. Signage at the designated price will be provided to the Vendor at no charge. There will be no refunds once product is purchased. **NO OUTSIDE BEVERAGES OF ANY KIND MAY BE SOLD BY MERCHANDISE VENDORS WITHOUT PRIOR APPROVAL OF THE VENDOR CHAIRPERSON.**

9. The Vendor agrees to abide by the contractual space dimensions applied for on Page 1 of the Application and approved by the Games Committee.

10. Vendors requiring electric power will be charged <u>a \$100 fee</u> for power during the hours that Games are open on Saturday and Sunday! Vendors requiring rental tents must be rented through the Caledonian Society and PAID WITH DEPOSIT.

12. Vendor is responsible for REMOVING ALL COOKING OIL AND GRAY WATER AND ENSURING THAT ALL TRASH IS PROPERLY DISPOSED OF BEFORE LEAVING THE GROUNDS on Sunday March^{3rd}. <u>There will be a tank available for gray water on site</u>. An extra fee of \$15 will be charged for gray water tank disposal use. **There will be a large roll off container for trash disposal**.

13. ALL VENDORS THAT COOK USING DEEP FRYERS ARE REQUIRED TO POSSESS A CLASS "K" FIRE EXTINGUISHER AT ALL TIMES DURING THE EVENT. Fire Extinguisher needs to be 2A10BC in size and will be inspected by Gilbert Fire and Rescue. All vendors will be required to remain on site on set-up day (Friday March 3rd) until inspection by the Fire Department has been completed.

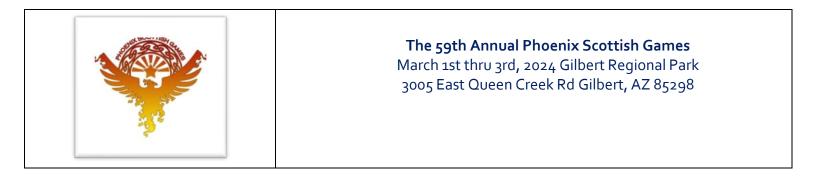
14. **PHOTO RELEASE:** The undersigned does hereby give consent to the Caledonian Society of Arizona and assignees to take photographs, make audio recordings and/or video graphs of myself and/or my organization at the Phoenix Scottish Games and to use such photographs, audio recordings and/or video graphs for such promotion, publicity or other lawful purpose as the Caledonian Society of Arizona deems appropriate. I/we further waive any rights or claims as to content approval or damages that I/we may have for use of these reproductions.

15. All Entrants to the facility will wear the proper wrist band, pass or have the tickets that are specified for the day.

16. All Vendors will be aware that the Park employees have jurisdiction to enforce Park rules to obtain a controlled and safe environment.

17. GATES WILL BE LOCKED AND PARK CLEARED by 10PM EACH NIGHT.

18. Vendors will be provided with 1 (one) parking pass. You will be entitled to only 1 (one) parking space. If you have a trailer or oversized vehicle you will need to park those vehicles or trailers in the north lot parking area.



We the undersigned understand the terms of this agreement, and possess and exercise the authority to enter this agreement.

PRINTED NAME		
COMPANY		
SIGNATURE	DATE	

ADENDUM TO VENDOR APPLICATION

Noted in this addendum are items of importance that must be followed for all vendors at the 59th Annual Phoenix Scottish Games.

- You will be held responsible for any damage that you cause to the Park property.
- You are responsible to dispose of your trash.

• Soda and water sold by any vendor must be purchased from the Caledonian Society per the vendor agreement you have signed. Merchandise vendors are not allowed to sell any food or beverage item without written permission form the Games Chairperson. Obvious exceptions are those specifically selling prepared food items. Any food vendor found to be selling soda and water not purchased from the CSA will be asked to stop selling that product immediately. If there is a second occurrence you will be asked to close down sales and remove your tent/ trailer/ display at the close of that day's event.

• Any merchandise vendor found to be selling food or beverage items not specific to their contract will be asked to stop selling the items. A second occurrence will be cause to ask the vendor to close down sales and remove your tent/ trailer/ display at the close of that day's event.

SIGNATURE_____

DATE