

59th Annual Phoenix Scottish Games

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

2024 MERCHANDISE VENDOR APPLICATION

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

Business Name				
Contact Person				
Address				
City, State & Zip				
Phone # / Cell #				
Email Address				
Type of Merchandise (Please include description of business, and include a picture of booth if possible.)				
AZ State Tax #		Please bring a copy with you.		
Gilbert Bus. License	Please bring a copy with you.(no other type of license is applicable.)			
Spaces are allocated based on size, type of merchandise and time of application, so please remit your application ASAP.				
Approximate length of set u	p timehours	Preferred (NOT GUARENTEED) set up time		
Indicate Space Size (please I	ist below):	Size @ See Price List = \$		
_	cludes 2 admission passes	If you require electricity, bring small, quiet generator and		
33	cludes 4 admission passes	extinguisher.		
	cludes 4 admission passes			
	cludes 4 admission passes	Extra Admission Passes # @ \$10 each = \$		
	cludes 6 admission passes	Tables # @ \$20.00 each = \$		
-	cludes 6 admission passes	Chairs # @ \$5.00 each = \$		
Tents over 600 Sq Ft require a permit from Gilbert Fire and Rescue.		10 x 10 Canopy (no side walls) @ \$200 each = \$		
Gilbert DOES NOT ALLOW Urban Camping No Sleeping in your tent/booth.		Larger canopy sizes and sides can be rented for you at our cost <u>NOTE</u> : No other tent rental sources are allowed.		
		Total Due at the 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: Merchandise Vendor Chair PO Box 50092 Phoenix, AZ 85076



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HIGHLAND GAMES CHECK LIST

PLEASE SUBMIT ALL OF THE DOCUMENTS LISTED BELOW TOGETHER FOR APPROVAL BY THE $_{59} {\rm th}$ 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	
Copy of Arizona Dept. of Revenue Transaction Privilege Tax License	
Copy of Certificate of Insurance and copy of Gilbert Bus. License	
Check or money order for Rented Items paid in full	

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: Vendor Chair PO Box 50092 Phoenix, AZ 85076



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MERCHANDISE VENDOR CONTRACTUAL AGREEMENT 2024

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

The Vendor agrees to provide their products for sale to the competitors and spectators at the 59th Annual Phoenix Scottish Games on March ^{1st} to ^{3rd}, 2024, at Gilbert Regional Park, 3005 East Queen Creek Rd, Gilbert, AZ 85298.

- 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 further acknowledges that all **SAFETY** and **SITE RULES** must be adhered to. 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 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 Gilbert Regional Park. Owners must comply with Town of Gilbert and Maricopa County regulations including having the dog leashed, attended and licensed.
- 3. **Town of Gilbert TEMPORARY Event Business License & ARIZONA TAX LICENSES:** Required for all individuals or organizations selling merchandise or services. You are responsible for providing proof of your tax-exempt status, upon request. All other individuals/organizations are required to obtain a Temporary Business License, collect sales tax and complete the special return, AND obtain and fulfill the requirements of the Arizona State Tax License.
- 4. 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.
- 5. The Town of Gilbert requires that all of our vendors show the **Town of Gilbert** 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.



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- 5. The Vendor agrees to abide by the contractual space dimensions applied for on Page 1 of the Application and approved by the Games Committee.
- 6. The Vendor is required to set up on Friday, Mar 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.
- 7. GATES WILL BE LOCKED AND PARK CLEARED by 10PM EACH NIGHT.
- 8. All Vendors requiring rental tents must rent through the Caledonian Society and pay in advance at the time of deposit.
- 9. 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.
- 10. All Entrants to the facility will wear the proper wrist band, pass or have the tickets that are specified for the day.
- 11. If you have a trailer or oversized vehicle you will need to park those vehicles or trailers in the north of lot parking area. Wrist bands, parking permits and site maps will be made available to the Vendors upon arrival on set up day.
- 12. In consideration of the above the Caledonian Society will provide the vendor with space for their sales area, use of trash receptacles, and restrooms.
- 13. VENDORS WILL ENSURE THAT ALL TRASH IS PROERLY DISPOSED OF BEFORE LEAVING THE GROUNDS on Sunday March 3rd.
- 14. NO BEVERAGES OF ANY TYPE CAN BE SOLD BY MERCHANDISE VENDORS WITHOUT PRIOR APPROVAL OF THE VENDOR CHAIR.



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ADENDUM TO VENDOR APPLICATION

Noted in this addendum are items of importance that must be followed for all vendors at the 59^{th} 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.
- If you need water for operations, you must bring your own. The park does not provide water.

SIGNATURE	DATE	