

**PLEASE NOTE THAT ALL  
APPLICATIONS MUST BE  
SUBMITTED  
ELECTRONICALLY TO:  
Shelby@shilandcreative.com**

*Checks can be mailed to:  
July 4<sup>th</sup> Tempe Town Lake  
Festival  
C/O Kiwanis Club of Tempe  
P.O BOX 27366  
Tempe, AZ 85285*

## **2020 July 4<sup>th</sup> Tempe Town Lake Festival (J4TTLF) Merchandise Vendor Contract**

**Saturday, July 4, 2020 – 5:00 pm – 11:00 pm  
Tempe Town Lake – Tempe, Arizona**

### **VENDOR INFORMATION**

NAME \_\_\_\_\_ BUSINESS NAME (or DBA ) \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_  
PRODUCT OR SERVICE: \_\_\_\_\_ CELL PHONE (\_\_\_\_) \_\_\_\_\_  
E-MAIL:- \_\_\_\_\_

### **VENDOR CONTRACT**

1. **Agreement Definition:** This agreement is between the July 4<sup>th</sup> Tempe Town Lake Festival (J4TTLF, Us/Our/We) and the undersigned vendor (Vendor/You/Yours). Product /Service vendors will operate concessions under these contract guidelines. J4TTLF approves Contractor listed and terms of this contract.
2. **Services Overview:** The July 4<sup>th</sup> Tempe Town Lake Festival is a public special event to be held Saturday, July 4, 2020 at The Tempe Town Lake, Tempe, Arizona. The event will include a variety of family entertainment, attractions, food, music and fireworks. J4TTLF makes no warranties or guarantees; either expressed or implied as to the volume of business that a vendor may generate. J4TTLF is not responsible for acts of God or others beyond its' control.
3. **Set-Up Rules:** Vendor check-in will be between 8:00 am – 11:00 am on Friday, July 3, 2020. Vehicles must be out by 1:00 pm. Vendor check-in will resume on Saturday, July 4, 2020 at 8:00 am. **J4TTLF will notify you if timing change.** Banners are optional but must be contained within the booth dimensions. All vendors must stay within the assigned space limits; variances must be pre-approved by J4TTLF. **ALL SUPPORT VEHICLES MUST BE OUT OF THE EVENT PERIMETER BY 10:00 am, Saturday, July 4, 2020. Failure to comply with this may result in a fine.**
4. **Credentials:** Submit your employee names in writing as indicated on page (5) with this signed contract. Abuse of credentials will constitute breach of this contract and you will forfeit all fees paid and will be asked to leave the property.
5. **Hours Of Operation:** Event hours will be from 5:00pm-11:00pm Saturday, July 4, 2020. **Your booth must be set and ready to operate by 4:30 pm.**
6. **Tear Down Rules:** **You cannot take down your booth until the event is over and you may NOT leave the event site until you have checked out and settled your receipts with festival staff.** No vehicles may enter the site and nothing can be removed until the crowd has left and security has approved entry of service vehicles Saturday, July 4th, 2020. You must be broken down and off the property by 10:00 am on Sunday, July 5th, 2020.
7. **Electrical power:** Electrical service is provided exclusively through the J4TTLF designated electrician. **NO GENERATORS WILL BE ALLOWED** without express J4TTLF approval. **To obtain electrical service for your booth you must submit the electrical service request form with your application. The appropriate fee must be included with the application. Submit electrical needs with this contract. No overnight power will be provided; please plan accordingly.**



8. **Space Assignments:** Assignments are pre-determined based on space available, vendor needs, electrical requirements, type of product and potential duplication of products. You will be assigned a specific location. Each location is 10 feet by 10 feet. You will not be allowed to move to a new location at any time without the approval of J4TTLF. **Roaming vendors or "hawking" is not allowed, violators will be asked to leave and your booth will be shut down and payment forfeited.** You must agree to occupy the space as assigned and remain open and staffed during event hours. *You may not sublet or apportion your space to anyone else.*
9. **Product Listing:** J4TTLF strives to provide quality services and presentation to all participants and spectators at this event. Your booth must look professional in appearance and be kept clean at all times. We wish to have a variety of items available to the public with minimum duplication. **You must submit what your booth will sell with this application, listing all products you intend to have in your booth. Once your booth has been approved, you cannot add or substitute any items without prior approval from J4TTLF. YOU MAY NOT MAKE ANY SUBSTITUTIONS UNLESS YOU SUBMIT CHANGES IN WRITING AND ARE APPROVED BY J4TTLF AT LEAST TWO WEEKS PRIOR TO THE EVENT.**
10. **Diagram:** Please submit a detailed drawing of the set-up of your vendor space. Include trailer or tent, canopies, tables, side wall, signs, banners, backstage storage, points of sale, counters, power, fencing, trash containers, traffic flow, with all associated dimensions (e.g. length, width, height, etc.)
11. **Insurance:** **You must provide a certificate of general liability and product liability insurance to J4TTLF as evidence of insurance in force. The certificate must name the following as additionally insured: City of Tempe, Kiwanis Club of Tempe, and Shiland Creative Group.** Your limits of liability must be at least \$1,000,000.00. **You will not be allowed to set up if you have not first provided this certificate to J4TTLF.** The insurance is at your own cost. If this certificate is not provided, J4TTLF reserves the right to withdraw you from the event at the cost of all prepaid fees. Any vehicles driving into the park will need to have proof of insurance or auto insurance on your liability certificate. In addition, you will need workman's compensation. All insurance paperwork must be submitted by **May 22, 2020.**
12. **Hold Harmless Agreement:** Vendors agree to indemnify and hold harmless **City of Tempe, Kiwanis Club of Tempe, Shiland Creative Group** and their officers, agents and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with the exercise by the vendor of the privileges herein granted. You agree to release J4TTLF from responsibility and/or claim for loss, damage, or injury to your person or those representing your concession. J4TTLF is not responsible for damage caused by acts of God or human nature. Professional conduct is mandatory; complaints and comments must be addressed with J4TTLF management and not openly discussed with other vendors or patrons.
13. **Fire & Safety:** You must comply with all pertinent fire codes, laws, ordinances and regulations for health, fire prevention and public safety. **You must provide an approved fire extinguisher at your booth for the duration of the event. Rural Metro fire inspectors will periodically inspect all booths for fire extinguishers and safety compliance.**
14. **Equipment and Rentals:** Any equipment needed for your booth is your responsibility including - tents, tables, chairs, etc.; however it is highly recommended that you use the rental company provided by J4TTLF which will be determined at a later date. If you are using your own tents, they must be secured with the proper amount of sandbags.
15. **Waste and Clean Up:** All garbage must be put into a closed bag and dropped at dumpsters. Wooden palettes have to be hauled away by the vendor and not left at dumpsters. **After you have broken down your booth and before you leave, a J4TTLF staff member must check you out.**
16. **Restricted Items:** You cannot have any balloons, nuts or seeds in your booth. **PLEASE NOTE THAT NON-CLEAR BAGS ARE PROHIBITED FROM BEING SOLD OR GIVEN OUT DURING THE FESTIVAL.** This festival has a strict clear bag policy and there will be no exceptions.



## FINANCIAL CONCERNS

1. **Required Deposits:** Space fees are \$450.00 per space (10 feet x 10 feet). **Your fee must be paid before you can be accepted as a vendor.** Once you are accepted, all fees and or deposits are non-refundable unless the J4TTLF cancels the event. If you are not accepted as a vendor, all funds submitted with your application will be returned to you. **Please see below for early registration and late fees.**
2. **Fees:** All fees are non-negotiable and non-refundable. **ALL FEES AND ELECTRICAL PAYMENTS ARE DUE IN FULL WITH THIS SIGNED AGREEMENT TO CONFIRM YOU SPACE RESERVATION. CHECKS ONLY, NO CREDIT CARDS!!** Please include a photo copy of your check with your application. Payment and paperwork is due by **Friday, May 22, 2020**. However any fees received on or after May 22, 2020 **must** be in the form of a cashier's check and an **additional \$75 needs to be added.**  
**Applications will not be accepted after Friday, June 12, 2020.**

**MAKE CHECKS PAYABLE TO:    KIWANIS CLUB OF TEMPE**

Application Fee: \$450.00 per each 10 x 10 space \$\_\_\_\_\_

**Returning Vendors** – to thank you for your continued support and for what you do in the community, Your fee is \$400; however the late registration applies to you as well. **EVERYTHING must be in by Friday, May 22, 2020 or an additional \$75 will need to be submitted.**

**Late Registration** – ANYTHING submitted or missing (including insurance) on or after May 22, 2020 will result in a \$75 charge.

**Power Requirements:** \$ \_\_\_\_\_

**Total Payment Enclosed** \$ \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Check # \_\_\_\_\_ Check Amount \$ \_\_\_\_\_

You agree that a facsimile copy of this agreement, including signatures, is as valid and binding as the original copy.

This contract/agreement will first take effect upon acceptance of vendor by J4TTLF and will continue in full force until the termination of the event. By authorized signature below, the above vendor has been accepted to the event and this agreement/contract is deemed executed by both parties. By the J4TTLF and

Company/vendor name (please print): \_\_\_\_\_

Applicant Authorized Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

J4TTLF Authorized Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_





2020 July 4<sup>th</sup> Tempe Town Lake Festival  
Electrical Needs

Power will ONLY be available on July 4<sup>th</sup>, 2020 – **THERE IS NO OVERNIGHT POWER**

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

Power Requirements:

Power	Price	Quantity	Total
_____ 500 Watts (Plug for lights)	\$75.00	X _____	= _____
_____ 20 AMP Circuit	\$120.00	X _____	= _____
_____ 50 AMP/220 Volt	\$300.00	X _____	= _____
_____ Fluorescent Light	\$40.00 each	X _____	= _____

We do not provide extension cords for your booth.

**ANY CHANGE ORDERS THAT OCCUR DAY OF THE EVENT WILL BE 25% HIGHER THAN THE LISTED ABOVE PRICES.** Please make sure your electrical needs are correct upon application submission.

These prices are estimated for 2020. Should prices change, J4TTLF will let you know.

Payments **MUST** be received by May 22, 2020. Any payments submitted after the deadline will only be accepted in the form of a cashier's check or money order.

**YOUR ELECTRICAL FORM MUST BE SUBMITTED ELECTRONICALLY TO  
SHELBY@SHILANDCREATIVE.COM, ALONG WITH YOUR VENDOR APPLICATION.**







2020 July 4<sup>th</sup> Tempe Town Lake Festival  
Employee List

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

*Please list below all employees that will be working the event. Please remember everything is subject to final approval by J4TTLF.*

Employee Name:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

**YOUR EMPLOYEE LIST MUST BE SUBMITTED ELECTRONICALLY WITH YOUR APPLICATION.**







**2020 July 4<sup>th</sup> Tempe Town Lake Festival  
Insurance Requirements**

**Proof of the following insurance is REQUIRED:**

- General Liability – minimum of \$1 million
  - Workman's Comp
  - Automobile

*\*\*Auto Insurance needs to be provided for all vehicles that will be driven onto park premises. if not included on general liability, please provide a copy of auto insurance.*

**The following entities MUST be named as additional insured:**

City of Tempe  
3500 S Rural Road  
Tempe, AZ 85282

Kiwanis Club of Tempe  
PO Box 27366  
Tempe, AZ 85285

Shiland Creative Group  
PO Box 5685  
Atlanta, GA 31107

**YOU MUST EMAIL YOUR INSURANCE CERTIFICATES, ALONG WITH YOUR  
APPLICATION, TO  
SHELBY DALZOTTO AT SHELBY@SHILANDCREATIVE.COM**

**Certificates are due no later than May 22, 2020**

