

FOR OFFICE SPACE#: _____ SLR Y / N STATUS: _____ APP NO. STATLTTR: _____ DEPOSIT:
 USE ONLY: _____
 SPACE SIZE: _____ ELEC Y / N STATUS DATE: _____ SPCLTTR: _____ RETURN: _____

ARTFEST™ OF SCOTTSDALE 2018

APPLICATION FOR FOOD SPACE

November 17 & November 18 · 10am – 5pm · Scottsdale Civic Center Plaza, Scottsdale, AZ
INCOMPLETE/INCORRECT APPLICATIONS WILL NOT BE CONSIDERED. DEADLINE 9/26/18
WWW.888ARTFEST.COM email: info@888artfest.com

FOOD PROVIDER: _____ PHONE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

CONTACT: _____ PHONE: _____ FAX: _____

EMAIL ADDRESS: _____ WEBSITE: _____

MENU: (Attach additional sheet if needed) _____

FOOD PREPARATION: Indicate whether food will be pre prepared _____, or prepared or cooked on site _____.

NOTES: A PHOTO OF YOUR BOOTH SHOWING THE SET UP MUST BE INCLUDED WITH YOUR APPLICATION!

Indicate if you have a trailer _____ or tent _____. If trailer what size (including hitch) _____, and which side you serve out of _____.

No Bottle Water Sales - exclusively sold by a charity.

SIGNAGE: Each Food Provider is required to supply a banner or sign with either the Food Provider's name and/or logo or product to be displayed on his/her booth, plus signage with menu pricing. If you need assistance with a banner, contact us.

EQUIPMENT: An equipment rental request form is on map if other items are needed. Each Food Provider must furnish and maintain two (2) 30 gallon trash containers with liners for public waste outside their booth. If food provider does not have 30 gallon trash containers visible by beginning of the festival they will be asked to immediately go purchase them or they will be charged \$50.00 per day that containers are not on site, money to be taken out of clean-up deposit. It is the Food Provider's responsibility to maintain the appearance around their booth.

ELECTRICITY: Please complete the Electrical Request Form (on the map) and include fees if electricity is needed. All electrical appliances, including cords and plugs, must be electrically sound. Andrew Maguire & Associates, LLC. reserves the right to disconnect power from any booth with questionable equipment. A \$20.00 charge will be required for restoration of power due to faulty equipment or blown circuit breaker. All food vendors must bring a 100 ft. electric cord to plug into a power source. NO electric fees will be refunded after acceptance.

CLEAN-UP: A \$200.00 deposit is required to ensure the maintenance and disposal of garbage, grease, oil and debris in and around each Food Vendor's assigned space. Wastewater must be disposed of in gray water containers on site. All garbage must be sealed in transportable containers before disposing in garbage containers on site. Do not leave trash or any debris on or near your booth location. Do not use the portable toilets for disposal of trash or for any reason other than the purpose they are intended for. Any violations of these rules will result in the forfeiture of your clean-up deposit. **CLEAN-UP DEPOSIT CHECK MUST BE INCLUDED FOR APPLICATION TO BE COMPLETE!**

	<u>SPACE FEES CHECK ONE</u>	<u>TOTAL</u>
ENCLOSE FEES: [] 1. \$625.00 per 15'x20' space without tent and tables		_____
[] 2. \$545.00 per 10x15 space without tent and tables		_____
[] 3. \$455.00 per 10'x10' space without tent and tables		_____
[] 4. \$315.00 per cart space 5'x8' (food provider supplies cart)		_____
	Total (including electricity)	_____
[] \$200.00 clean-up/beverage restriction deposit (SEPARATE CHECK, PLEASE)		
[] \$35.00 nonrefundable late fee if application is postmarked after September 25, 2018		
[] \$150.00 fee for a SPECIAL LOCATION REQUEST (Please mark your top 3 choices on the map)		

MAKE ALL CHECKS PAYABLE TO: "AMA, LLC" and send to: P.O. Box 3258, Tempe, AZ 85280-3258 or pay by credit card.

[] VISA [] MC [] AMEX [] DISCOVER # _____ AMT \$ _____ EXP DATE _____

Credit card address (if different from above) _____

3 digit security code (AMEX 4 digit code) _____ City, State, Zip Code

I have read and agree to abide by the ArtFest™ Food Provider rules and regulations attached hereto and incorporated by reference herein. I understand this application does not guarantee a space and agree to abide by the decision made by the ArtFest™ staff.

Signature-Application must be signed and dated (valid for credit card - if applicable) _____ Date _____

ARTFEST™ 2018 of Scottsdale
FOOD PROVIDER RULES AND REGULATIONS

1. Food Provider must personally attend their exhibit and be present during the entire two days of the Festival. No subletting.
2. All Menu items served must be listed on or attached to the application. All changes must be made in writing to Andrew Maguire & Associates, LLC. & are subject to approval. Acceptance is based, in part, on your menu items listed.
3. Exclusive sponsorship rights are made with beverage companies. This will restrict how and which beverages, including **bottled water**, may be served at the Festival (**Clean-up deposits will be held if beverage restrictions are not met.**) **Updated beverage information will be sent with space assignment letter.**
4. All food providers are required to have at least **two million dollars (\$2,000,000)** in public liability, bodily injury and product liability coverage. Food provider must provide Andrew Maguire & Associates, LLC. a **Certificate of Insurance** naming Andrew Maguire & Associates, LLC., the City of Scottsdale, and the Scottsdale Cultural Council as additional insured.
5. All food providers must pass the **Maricopa County Health Department** inspection. County Health Representatives will be on site. Food providers are fully responsible to comply with any restrictions or suggestions given by these representatives. Andrew Maguire & Associates, LLC. will not be liable for any manner in which the county health department closes any or all of the food provider's activities for failure to abide by their rules.
6. All food providers are required to obtain all area and local government permits (i.e. health, tax, etc.). Food providers must also furnish all required business licenses and permits necessary at Andrew Maguire & Associates, LLC. request. All taxes and Licenses are the food provider's responsibility.
7. All applicable fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly obeyed. Nothing shall be nailed, stapled, taped, or otherwise affixed to walls, or the ground in such a way to damage the area. Food Providers who are cooking or heating food shall have a minimum of one fully charged fire extinguisher in each booth. The fire extinguisher must have a 40BC rating. If you do not have one, it will be provided for \$75.00, to be paid at festival or deducted from clean up deposit.
8. All food providers shall be liable for delivery, handling, erection and removal of food provider's displays and materials (excluding rental equipment). The food provider **must** remove all cooking grease and oil from the art festival site. Each food provider **must** furnish and maintain two **(2) 30-gallon trash containers with liners** for public waste outside their booth. If food provider does not have 30 gallon trash containers visible by beginning of the festival they will be asked to immediately go purchase them or they will be charged \$50.00 per day that containers are not on site, money to be taken out of clean-up deposit. All tents or structures must have 25lbs of more weights on each leg. Failure to provide weights may require the removal of the tent or structure.
9. It is Andrew Maguire & Associates LLC. sole obligation to furnish assigned booth space plus general lighting, cleaning and guard service. Services of any other nature shall be requested by the exhibitor in writing at least 30 days prior to the Festival and may or may not be granted by the festival director.
10. Food vendor is solely responsible for the collection and remittance of sales tax to the State of Arizona and the City of Scottsdale. (A state representative may contact you during the Festival.) You must have submitted your paperwork for your city sales permit prior to the festival. The City of Scottsdale does check them all! (Paperwork enclosed with acceptance letter.)
11. **Set-up** for the Festival may begin on Friday after all spaces in your area are marked correctly and approved by the Director or Assistant Director. Due to parking restrictions during Festival hours, set-up must be completed and all vehicles removed by 9:00 am Saturday and Sunday. Thereafter, it will be necessary for you to park outside the Festival area and carry your equipment and food supplies in.
12. **Takedown!** To facilitate clean up and the needs of City Hall and Convention Center Plaza, all booths must be removed from the premises by 9 p.m. on Sunday. **No exceptions!** Please let the Festival staff know, 15 days before the Festival, if you need assistance.
13. Andrew Maguire & Associates, LLC. will not be liable for refunds or any other liabilities whatsoever for failure to fulfill these terms & conditions due to the unusable condition of the area in which the Festival is to be produced caused by, but not limited to, fire or other calamity, any act of God, public enemy, strikes, statutes, ordinances of any legal authority, or any cause beyond Andrew Maguire & Associates, LLC. control. Insurance must be obtained by & at the food vendor's expense. Andrew Maguire & Associates, LLC. assumes no risk.
14. Food vendor, by signing the prospectus will hereby release and forever discharge **ArtFest™**, Andrew Maguire & Associates, LLC., (AMA), the City of Scottsdale, the Scottsdale Cultural Council and all sponsoring organizations and their directors, officers, employees, agents and volunteers from any responsibility, personal liability, claims, loss or damage arising out of or in conjunction with his/her participation in **ArtFest™**. Andrew Maguire & Associates, LLC. will not be responsible for any injury sustained by the food vendor and guests while within space designated for exhibits. Food vendor understands that storage of food and equipment at the site is at the food vendor's own risk.
15. Andrew Maguire & Associates, LLC. prohibits the installation and operation of any exhibits not meeting its approval. Andrew Maguire & Associates, LLC., in its sole discretion, may prohibit the conduct of any activity whatsoever which it deems deleterious and not in the best interest of the Festival.
16. No waivers, modifications or amendments shall be valid unless approved in writing by the Director of **ArtFest™**. Venue for all legal proceedings arising from violations of these terms and conditions must be initiated in Maricopa County, Arizona.
17. Clean-Up deposits can be and may be held for up to 3 months and will be mailed back at the discretion of the ArtFest Director. After all City inspections are completed.
18. **NO FEES WILL BE REFUNDED AFTER ACCEPTANCE.** A written cancellation must be postmarked by September 25a, 2018 to receive consideration for credit. \$45.00 late fee (if applicable) is NOT refundable. There is a \$45.00 fee for all returned checks.



Dear Food Vendor:

Enclosed is the application for the “25th annual” **ArtFest™ of Scottsdale**, the Arizona Fall Art Festival highest rated by artists, according to national and regional trade publications. **ArtFest™ of Scottsdale** is located at the Scottsdale Civic Center Mall (Plaza), which features rolling green lawns, sparkling fountains, world renowned sculpture, gorgeous flowers, stately trees and meandering walkways. The same location as the March Scottsdale Arts Festival is held. The festival will be held on Saturday, November 17 and Sunday, November 18, 2018, from 10 AM to 5 PM. This popular plaza also borders Scottsdale’s Old Town shopping area, which attracts a high percentage of Scottsdale’s annual 6.4 million visitors. The city of Scottsdale residents are the most affluent citizens in Arizona.

The **ArtFest™ of Scottsdale** features over 175 fine artists, with jazz and contemporary entertainment, plus great food and a hands-on children’s area in magnificent surroundings. Parking is close and FREE.

Festival advertising includes local Television and public radio, Arizona Republic, Phoenix Magazine and print media along with calendar listings in many publications and websites to promote the event. We will also be using Facebook, twitter and instagram to take advantage of new promotional opportunities as well as festival signs and banners to be placed around the festival site so that they are visible from the main streets.

Please note the additional requirements if you are accepted into the event (prices & requirements are subject to change based on local laws, up-to-date information will be sent with your acceptance letter). No refunds will be granted after acceptance, so please make sure you are able to meet all requirements prior to applying to the event. You will need to obtain:

- **SALES TAX LICENSE (TRANSACTION PRIVILEGE SALES & USE TAX LICENSE) FOR THE CITY OF SCOTTSDALE & TRANSACTION PRIVILEGE (SALES) TAX LICENSE FOR THE STATE OF ARIZONA:** You can fill out the application on-line at www.aztaxes.gov. If you have any questions concerning taxes please call 602-255-3381 or visit the website at <http://www.revenue.state.az.us>.
- **A TEMPORARY FOOD SERVICE PERMIT FOR FOOD AND BEVERAGE CONCESSIONS IN MARICOPA COUNTY:** The cost of the permit is \$85.00 if you apply seven days prior to the event. For questions contact the Special Events Coordinator via email, specialevents@mail.maricopa.gov or by phone, 602-506-6978. For more information visit the website, <https://www.maricopa.gov/3977/Mobile-Food-Establishments>
- **AT LEAST TWO MILLION DOLLARS (\$2,000,000) IN PUBLIC LIABILITY, BODILY INJURY AND PRODUCT LIABILITY COVERAGE:** You must provide Andrew Maguire & Associates, LLC. a Certificate of Insurance naming Andrew Maguire & Associates, LLC., the City of Scottsdale, and the Scottsdale Cultural Council as additional insured.

If you have any questions or concerns please call us at (480) 968-5353 or write us at P.O. Box 3258, Tempe, AZ 85280-3258. You can also e-mail us at info@888ArtFest.com. We look forward to receiving your application and hope to see you in Scottsdale!

Sincerely,

Andrew Maguire
Festival Director