

FOR OFFICE SPACE# DATE: SLR Y / N STATUS: APP NO.:
 USE ONLY-----
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ARTFEST™ OF SCOTTSDALE 2012
APPLICATION FOR PRE-PACKAGED PRODUCT SPACE
November 17 & November 18 · 10am – 5pm · Scottsdale Civic Center Plaza · Scottsdale, AZ
INCOMPLETE/INCORRECT APPLICATIONS WILL NOT BE CONSIDERED. DEADLINE 8/5/12
www.888ARTFEST.COM email: info@888artfest.com

Business Name: _____ Contact Name: _____
 Address: _____ City: _____ State: _____ Zip _____
 Phone/Day: _____ Evening: _____ Fax: _____
 E-mail Address: _____ Web-site Address: _____

Please describe your product and the process required to serve samples of your product (attach additional sheet if necessary): _____

The following requirements must be met:
 Products being sold will be limited to non-potentially hazardous food products. (i.e. prepackaged, nondairy)
 Products being sold must be stable at room temperature and must not promote bacteria growth.
 Preparation of samples must be minimal. (i.e. just add water)
 Samples of products must be stable at room temperature and/or maintained at the health department required hot or cold temperatures.

NOTE: A PHOTO OF YOUR BOOTH SHOWING THE SET UP AND SAMPLES OF YOUR PRODUCTS MUST BE INCLUDED WITH YOUR APPLICATION!

EQUIPMENT: An equipment rental request form is attached (on the map) if any items are needed. Each pre-packaged edible vendor must provide and maintain two 30-gallon trash containers with liners for public waste outside the booth, if sampling. It is the pre-packaged vendor's responsibility to maintain the appearance around their booth.

ELECTRICITY: All electrical appliances, including cords and plugs, must be electrically sound. Frank Maguire & Associates, Inc. reserves the right to disconnect power from any booth with questionable equipment. A \$30.00 charge will be required for restoration of power due to faulty equipment or blown circuit breaker. All pre-packaged vendors must bring a 100 ft. standard 110 volt 12amp electric cord. **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 Pre-Pack 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.

ENCLOSE FEES: OUTDOOR SPACE (Many spaces require you to carry in your set-up)
 \$475.00 per **10'X10'** space
 \$685.00 per **10'X15'** space
 \$300.00 per **5'X8'** cart space or table (vendor supplies cart/table)
 \$150.00 **Special Location Request**, mark three choices on map
 \$35.00 **Electric** 110volts/15amps (each additional 15amps is \$45.00, see map)
 \$45.00 nonrefundable **late fee** if postmarked after August 5, 2012

\$200.00 clean up deposit (SEPARATE CHECK, PLEASE)

All fees will be processed after acceptance. Please submit full payment with your application. Make all checks payable to: **FRANK MAGUIRE & ASSOCIATES, INC.**, and mail to: P. O. Box 3258, Tempe, AZ 85280 or you may 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™** pre packaged edible vendor 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™ 2012 of Scottsdale
PRE-PACK PROVIDER RULES AND REGULATIONS

1. Pre Package 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 Frank Maguire & Associates, Inc. office and are subject to approval by the Festival Director. 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.**)
4. All food providers (including prepackaged) 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 Frank Maguire & Associates, Inc. a **Certificate of Insurance** naming Frank Maguire & Associates, Inc., 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. Frank Maguire & Associates, Inc. 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 prepackage product and 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 Frank Maguire & Associates, Inc. request. All taxes and Licenses are the prepackaged product and 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.
8. All food providers shall be liable for delivery, handling, erection and removal of food provider's displays and materials (excluding rental equipment). All tents or structures must have 25lbs or more weights on each leg. Failure to provide weights may require the removal of the tent or structure. **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 sampling. 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.**
9. It is Frank Maguire & Associates, Inc. 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. Frank Maguire & Associates, Inc. will not be liable for refunds or any other liabilities whatsoever for failure to fulfill these terms and 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 Frank Maguire & Associates, Inc. control. Insurance must be obtained by and at the food vendor's expense. Frank Maguire & Associates, Inc. assumes no risk.
14. Prepackaged product or Food vendor, by signing the prospectus will hereby release and forever discharge **ArtFest™**, Frank Maguire & Associates, Inc., (FMA), 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™**. Frank Maguire & Associates, Inc. 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. Frank Maguire & Associates, Inc. prohibits the installation and operation of any exhibits not meeting its approval. Frank Maguire & Associates, Inc., 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 August 5, 2012 in order to receive consideration for credit. \$45.00 late fee (if applicable) are not refundable. There is a \$45.00 fee for all returned checks.



Dear Pre-Pack Vendor:

Enclosed is the application for the "19th 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 Festival of the Arts is held. The festival will be held on Saturday, November 17 and Sunday, November 18, 2012, 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 200 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. Please note that some booth spaces require you to dolly in your set-up. If you require a space you can drive to, please note this on the application.

Festival advertising includes local public radio KNPR, and print media along with calendar listings in many publications and websites (including twitter & facebook) to promote the event. Festival signs and banners will 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:** Temporary licenses are available for \$25.00 and require proper documentation to prove you are authorized by federal law to work in the United States. If you have any questions please contact, 480-312-7625 or visit <http://www.scottsdaleaz.gov/taxes/specialevents>.
- **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 602-255-2060 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, <http://www.maricopa.gov/EnvSvc/EnvHealth/SpecProg/SpecEvents.aspx>.
- **AT LEAST TWO MILLION DOLLARS (\$2,000,000) IN PUBLIC LIABILITY, BODILY INJURY AND PRODUCT LIABILITY COVERAGE:** You must provide Frank Maguire & Associates, Inc. a Certificate of Insurance naming Frank Maguire & Associates, Inc., 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,

A handwritten signature in cursive script that reads "Frank Maguire".

Frank Maguire
Festival Director

