

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

**ARTFEST™ 2012 OF Fifth Avenue**  
**APPLICATION FOR PRE-PACK SPACE**  
**October 19, 20, & 21, 2012 – 10 a.m. to 5 p.m.**  
**On 5<sup>th</sup> Avenue, between Scottsdale Road and Goldwater Boulevard Scottsdale, AZ**  
**INCOMPLETE/INCORRECT APPLICATIONS WILL NOT BE CONSIDERED. Deadline 8/1/12**

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. 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 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:
- \$395.00 per 10' x 10' space without tents and tables
  - \$495.00 per 10' x 15' space without tents and tables
  - \$200.00 clean-up/beverage restriction deposit (SEPARATE CHECK, PLEASE)
  - \$45.00 nonrefundable late fee if application is postmarked after August 1, 2012
  - \$100.00 fee for a SPECIAL LOCATION REQUEST (Mark your top 3 choices on the map)
  - \$35.00 110volts/15amps Electricity Request

MAKE ALL CHECKS PAYABLE TO: "FMA, Inc" and send to: P.O. Box 3258, Tempe, AZ 85280-3258 or pay by credit card. All fees will be processed after acceptance. Please submit full payment with your application.

VISA  MC  AMEX  DISCOVER # \_\_\_\_\_ EXP. DATE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
 Credit card address (if different than above) \_\_\_\_\_  
 3 digit security code (AMEX 4 digit code) \_\_\_\_\_ City, State, Zip Code

I have read and agree to abide by the ArtFest™ Pre-Pack 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™ jury.

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

**ARTFEST™ 2011 OF FIFTH AVENUE**  
**PRE-PACK PROVIDER RULES AND REGULATIONS**

1. Pre Package Provider must personally attend their exhibit and be present during the entire three days of the Festival. No subletting.
2. All Menu/Product 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/product 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 prepackaged food vendors 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 Pre-Pack Food Vendors 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 vendors are required to obtain all area and local government permits (i.e. health, tax, etc.). Vendors 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 Pre-Pack 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. Each vendor 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.
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. 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 Thursday 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 Friday, 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 Fifth Avenue, 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 Fifth Avenue Area Merchant Association 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. Pre-Pack vendor understands that storage of product and equipment at the site is at the 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 1, 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:

Frank Maguire & Associates is proud to announce our return to the unique shopping district of 5th Ave, Scottsdale. In the past year the area has seen a resurgence in new shops and restaurants. Frank Maguire & Associates is excited to produce the ArtFest of 5<sup>th</sup> Avenue in the Arts District of downtown Scottsdale, featuring galleries, fountains, and picturesque storefronts. Over 100 select vendors will participate in this three-day festival held the weekend of Friday, October 19, Saturday, October 20, and Sunday, October 21, 2012, from 10 AM to 5 PM each day. As usual the FREE trolley will be running the downtown circuit.

Advertising in the Phoenix, Scottsdale, and East Valley areas will include print, radio and web. We produce a festival program to use in promoting ArtFest™ of 5<sup>th</sup> Avenue. Festival signs and banners will be placed on main streets around the festival site before and during the Festival.

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](http://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](mailto: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 5th Ave Area Merchants Association as additional insured.

ArtFest™ of 5<sup>th</sup> Avenue offers Fine Art and contemporary entertainment. Parking and Admission are FREE to the general public. If you would like more information on this and other Festivals, please access our web site at [www.888artfest.com](http://www.888artfest.com) or call us at (480) 968-5353 or write us at P.O. Box 3258, Tempe, AZ 85280-0328. You can also e-mail us at [info@888ArtFest.com](mailto:info@888ArtFest.com). We hope to see you in Scottsdale!

Sincerely,

Frank Maguire  
Festival Director

## **2012 Calendar of Events**

**Made In Arizona Festival™**

**February 10, 11, & 12, 2012**

**ArtFest™ of Fifth Avenue**

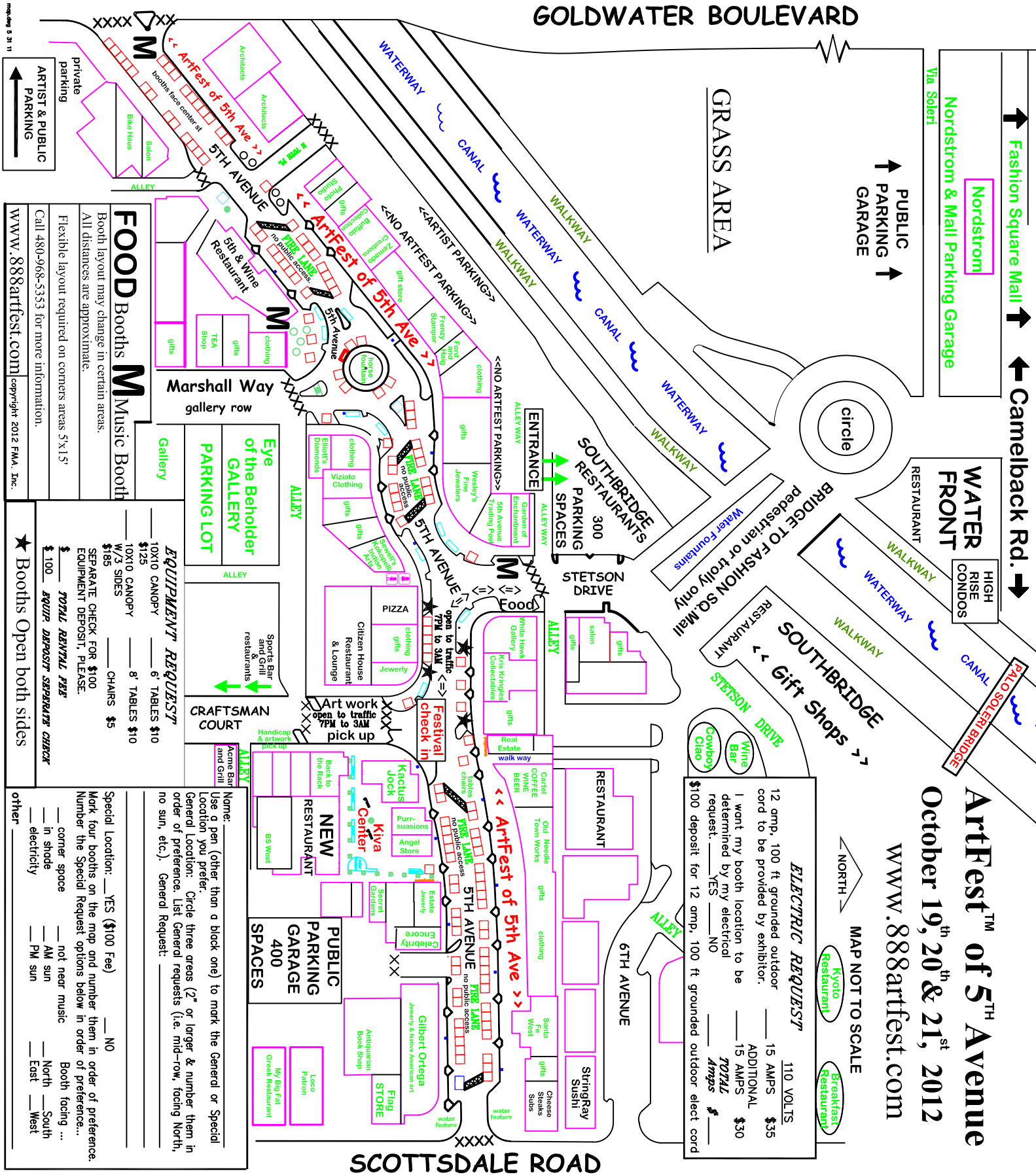
**October 19, 20 & 21, 2012**

**ArtFest™ of Scottsdale**

**November 17 & 18, 2012**

Scale

# GOLDWATER BOULEVARD



HIGH RISE CONDOS  
 WATER FRONT RESTAURANT  
 SOUTHBRIDGE RESTAURANT  
 SOUTHBRIDGE  
 Gift Shops  
 PALO SOLERI BRIDGE  
 WATERWAY  
 WALKWAY  
 CANAL  
 BRIDGE TO FASHION SQ Mall  
 Pedestrian or trolley only  
 Water Fountains

**ArtFest™ of 5th Avenue**  
 October 19<sup>th</sup>, 20<sup>th</sup> & 21<sup>st</sup>, 2012  
 www.888artfest.com

**ELECTRIC REQUEST**

12 amp, 100 ft grounded outdoor cord to be provided by exhibitor. \_\_\_\_\_

15 AMPS \$35

ADDITIONAL \_\_\_\_\_

15 AMPS \$30

TOTAL \$ \_\_\_\_\_

I want my booth location to be determined by my electrical request. YES \_\_\_\_\_ NO \_\_\_\_\_

\$100 deposit for 12 amp, 100 ft grounded outdoor elect cord

**FOOD Booths**  
**M** Music Booth  
 Booth layout may change in certain areas. All distances are approximate.  
 Flexible layout required on corners areas 5'x15'  
 Call 480-968-5353 for more information.  
 www.888artfest.com copyright 2012 FMA, Inc.

**EQUIPMENT REQUEST**  
 10X10 CANOPY \_\_\_\_\_ 6' TABLES \$10  
 10X10 CANOPY \_\_\_\_\_ 8' TABLES \$10  
 W/S SIDES \_\_\_\_\_ CHAIRS \$5  
 SEPARATE CHECK FOR \$100 EQUIPMENT DEPOSIT, PLEASE.  
 \$100 TOTAL RENTAL FEE  
 \$100 ACQUIR. DEPOSIT SEPARATE CHECK  
 ★ Booths Open both sides

Name: \_\_\_\_\_  
 Use a pen (other than a black one) to mark the General or Special location you prefer.  
 General Location: Circle three areas (2" or larger & number them in order of preference. List General requests (i.e. mid-row, facing North, no sun, etc.). General Request: \_\_\_\_\_  
 Special Location: YES (\$100 Fee) \_\_\_\_\_ NO \_\_\_\_\_  
 Mark four booths on the map and number them in order of preference. Number the Special Request options below in order of preference...  
 corner space \_\_\_\_\_ not near music \_\_\_\_\_ Booth facing ...  
 in shade \_\_\_\_\_ AM sun \_\_\_\_\_ North \_\_\_\_\_ South \_\_\_\_\_  
 electricity \_\_\_\_\_ PM sun \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_