



## VENDOR SPACE AGREEMENT

Business Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ E-mail address \_\_\_\_\_

### EVENT DATE & TIME (subject to change)

Saturday, May 20<sup>th</sup>, 2023 - Gates Open: 2pm to 10pm

### BALLOON EVENT TIMES

Balloon Event Times: Evening Glow on Saturday: 7:30PM – 9:30PM (times subject to change)

**NOTE: Balloon Liftoffs & Glows times are always dependent upon weather conditions.**

### LOCATION

Goodyear Ballpark – 1933 S. Ballpark Way, Goodyear, Arizona 85338

### VENDOR SPACES

\_\_\_\_\_ 10x10 - \$200 (includes 110v power)

\_\_\_\_\_ 10x20 - \$300 (includes 110v power)

- FOOD VENDORS must supply their own power
- Custom spaces are available

**NOTE: Please include your total payment with the submission of your application.**

Total fees due: \$ \_\_\_\_\_ Payment by: (Circle One) VISA MC Discover AMEX

Credit Card #: \_\_\_\_\_

Exp Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

**Please submit a description of vending space, include menu for approval & photo of setup**

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### **Vendor Regulations & Guidelines**

- The B&B will provide space...
- Space set-up: set up must be completed by 12pm event day.
- All vendors must be open and vendor space must be staffed throughout the event.
- You must provide a flame-resistant tent or canopy in your designated space.
- Security will be provided throughout the event; however, B&B will not be held liable for any loss. The space and items in the space are vendor's responsibility.
- All vendors will be required to carry liability insurance, listing Arizona Events Group, LLC as additional insured. Event dates must be included.
- The event producer will predetermine booth location. Vendors may request a certain location; however, the event cannot guarantee a specific location.
- Vendors are responsible for the cleanliness of their designated area.
- Event is outdoors and takes place in daylight and evening times. Rain or Shine Event.
- If retailing products, you must have the required business license from the City of Goodyear. Including all health permits from Maricopa County if selling food.
- Indemnification – All sponsors, food vendors, retail vendors, its officers, agents, and representatives, agree to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City of Goodyear and Arizona Events Group, LLC and its employees, officers, contractors, interns, volunteers, officials, representatives, and agents, for, from, and against all liability whatsoever, including without limitation any and all claims, suits, demands, and/or actions arising out of, related to or based upon intentional or negligent acts or omissions on the part of sponsors, food vendors, retail vendors, its officers, agents, and representatives, relating to, arising out of, or alleged to have arisen out of this Agreement. This indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to sponsors, food vendors, retail vendors, its officers, agents, and representative's employees, visitors, attendees, contractors, and subcontractors, or to anyone directly or indirectly employed by them.
- Force Majeure – Except for payments due, neither party shall be in default by reason of any failure in performance of this agreement if such failure arises out of causes beyond their reasonable control and without their fault or negligence, including Acts of God, extreme high or low temperatures, winds, rain, power failures, flooding, fire, epidemics, pandemics, communicable disease, or quarantine restrictions. If the event become unavailable, sponsors, food vendors and/or retail vendors only available remedy is for the parties to agree to alternate replacement of a future event/s.
- Deadlines – All agreements, payments, permits and certificates of insurance are due no later than Friday, May 12<sup>th</sup>, 2023, at 5pm. Limited space available. Space is "first come, first served". Space is only held with payment received and signed agreement.

## **CHECKLIST TO SUPPLY**

- Completed agreement form
- Signature of agreement form (below)
- Agreement fee
- Certificate of Insurance to read exactly as follows below:

**Re: Arizona Events Group, LLC,  
5<sup>TH</sup> ANNUAL BBQ & BALLOON FESTIVAL  
MAY 20<sup>th</sup>, 2023**

### **RELEASE**

This agreement is non-refundable/No Chargebacks regardless of the retailer's performance or event expectations. Participant is fully responsible for all charges as outlined herein whether using the agreed upon space or not. Participant agrees to utilize assigned space during published event hours and will confine all display activity to assigned space. All space assignments are final decisions of the producer and reserves the right to change space locations, as they may deem necessary. All tents, canopy, power cords, furniture, signs and materials must meet fire codes. The event producer reserves the right to require the modification of any display. I agree to park in designated parking areas. I hereby release and discharge the Arizona Events Group, LLC, staff, interns, volunteers, all sponsoring organizations and the City of Goodyear from any responsibility, personal liability, claims, loss, suits or damage arising out of or in conjunction with my participation in the 5<sup>TH</sup> Annual BBQ & BALLOON FESTIVAL. The event and the above listed associates will not be responsible for any injury sustained by participants and guests or damage to product and materials belonging to participants. I agree to abide by all the regulations and guidelines set forth by the event, written or oral, and understand failure to do so could result in my removal from the event and that all decisions are final. I take full responsibility and understand that my entire display must be sturdy and safe and that a representative must occupy the space during posted event hours.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



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