

# 2019 FABULOUS PHOENIX 4<sup>TH</sup> FOOD VENDOR REGULATIONS

Food sales are limited to those items listed on your application and approved by the Food Vendor Coordinator. Vendors may not subcontract space or allow any other entity to sell, distribute, display, and/or publicize materials or product from your space. Food vendors are **allowed a maximum of 2 propane containers** not to exceed the total aggregate water capacity of 25 gallons in any one booth at any time (tanks must be secured). A model 2A10BC fire extinguisher fully charged or better is required at each booth with an open flame. An approved 20BC rated dry chemical fire extinguisher shall be provided within 30 feet of deep fat fryers using animal fat oil. An approved Class K rated fire extinguisher shall be provided within 30 feet of deep fat fryers using vegetable oils. List all items you are requesting to sell on the vending application. Be specific, items cannot be added without approval. The Food Vendor Coordinator will make final approval.

For those who choose to sell soft drinks - beverages may consist of both non-carbonated and carbonated non-alcoholic beverages. Soda and water brands will not be restricted by the Fabulous Phoenix 4<sup>th</sup> for this year's festival. There will be no soda or water wholesale distributors on site. Vendors must bring their own beverage stock to the festival for sale. Vendors must list all beverage items you are requesting to sell on the vending application.

## GENERAL INFORMATION & REQUIRMENTS

### SPACES

Food vendor spaces are sold by size. The use of additional space is not allowed. Sales must be made from the front of your space, no side or rear sales. Event spaces are either 10' front x 20' deep or 20' front x 20' deep. There will be no hawking in front or surrounding areas of your booth. Each vendor is responsible for their own set-up and clean-up. Vendors are responsible for bringing their own equipment to operate their business (extension cords, lights, tables, chairs etc.) APRF can provide electricity only if they are ordered on the application form. POTABLE WATER IS AVAILABLE ON A PICK UP AND CARRY BASIS. Spaces are assigned by the Food Vendor Coordinator.

### BOOTH & STRUCTURES

Food vendor owned booths and structures must be properly weighed with sand bags or other weight devices to prevent being blown over from wind or other acts of nature. Staking is not allowed. Vendor assumes full liability for their own booths and structures in their vending area.

### ADA ACCOMMODATION

Vendors must accommodate any and all customers with special needs. Should customers with special accessibility needs come to your booth to purchase food, beverages, goods or services accommodation needs must be made. Accommodations could be as simple as coming out in front of your booth or to the side.

## CLEANLINESS

Food vendors must keep the area inside and outside of their event space clean. **If you are using grease, you must dispose of it in the onsite grease dump barrels.** Any unapproved dumping will result in a clean-up charge equal to time and material; future vending at City of Phoenix events will be prohibited.

## LIABILITY

The Phoenix Parks & Recreation Department and the Arizona Parks and Recreation Fellowship assume no liability for refunds or any other liabilities for the failure to fulfill the terms and conditions of this contract due to any reason in the event is interrupted or destroyed by rain, wind, fire, public enemy, and act of God, or any other calamity.

## NOISE

Food vendors are not allowed to play loud music from their booth. There should not be any interference with acts or entertainment.

## PARKING

There will be three reserved parking spots per vendor. Arrive early, unload your supplies and find a parking place in the designated vendor parking area. Food vendors will be given only a maximum three official event parking passes.

## PERMITS & LICENSES

Food vendor names will be submitted to City and State Tax Department and the Maricopa County Health Department. Vendors bear the responsibility to acquire the appropriate licenses. Vendors are required to properly display licenses at their booth. All fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly observed. Vendors closed by an inspector will not receive a refund. Call 602-506-6978 with any Health Department related questions. Call the City Clerk with tax question at 602-262-4638.

## RECYCLING AND WASTE MINIMIZATION

In an effort to reduce waste and exhibit concern for the environment, vendors are requested to make every effort to minimize the amount of waste generated from their booth.

## REFUND POLICY

Food vendors may request a deposit refund of 80% no later than June 8, 2018. The request must be in writing and received by the APRF food vendor coordinator. United States Postal markings on mailed parcels will not guarantee a refund. No refunds will be honored after this date. Vendors who fail to notify the food vendor coordinator and do not show up to the event will be prohibited from future events. The Fabulous Phoenix 4<sup>th</sup> is a rain or shine event. No refunds will be given due to weather conditions.

## SIGNAGE

All vendors must display professional signs clearly identifying items and prices.

## SET UP

Vendors with **food vending trailers** are requested to load in on July 3<sup>rd</sup> between 3-5 PM. Early load in is available for other food booth vendors on July 3<sup>rd</sup> from 5-7 PM. Food vendors will be allowed to drop off supplies at their booth with their vehicle on July 4<sup>th</sup> beginning at 10 AM and until 4 PM. All vendors must be in their assigned space by 4 PM. All non-vending vehicles must

be removed from the vending area and parked in assigned lot by 4 PM. All booths must be staffed, operational, and ready for inspections by 5 PM. No vendor may cease operations or depart from the event site before 10 PM unless there is an emergency and the Food Vendor Coordinator has been contacted. Vendors who fail to notify the Food Vendor Coordinator and depart the event will be prohibited from future events.

#### TAKE DOWN

All equipment and supplies must be taken down at the end of the event. No booths may remain up after the event concludes. No vehicles will be allowed to enter the vending area until the vending area is cleared of crowd and foot traffic - this process may take up to one hour. Please be patient. ALL EQUIPMENT MUST BE REMOVED IN A SAFE AND TIMELY MANNER AFTER THE EVENT.

## **INSURANCE REQUIREMENTS**

#### INDEMNIFICATION CLAUSE:

Event Vendor ("Vendor") shall indemnify, defend, save and hold harmless the City of Phoenix and the Arizona Parks and Recreation Fellowship and their officers, officials, agents, and employees (hereinafter referred to as "Indemnities") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Vendor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnities shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnities, be indemnified by Vendor from and against any and all claims. It is agreed that Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of permission to hold the event, the Vendor agrees to waive all rights of subrogation against the Indemnities, its officers, officials, agents and employees for losses arising out of or resulting from the event.

Vendor and subcontractors shall procure and maintain until all of their obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the event.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this agreement. The Indemnities in no way warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the activities encompassed by this agreement by the Vendor, its agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate  
\$2,000,000
- Products – Completed Operations Aggregate  
\$1,000,000
- Personal and Advertising Injury  
\$1,000,000
- Each Occurrence  
\$1,000,000
- Fire Damage (Damage to Rented Premises)  
\$50,000
- Liquor Liability (if alcohol is being sold)  
\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The City of Phoenix and the Arizona Parks and Recreation Fellowship shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor."**
- b. The policy shall be endorsed to include Liquor Liability coverage if alcohol is being sold at the event.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The City of Phoenix and the Arizona Parks and Recreation Fellowship shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor, including automobiles owned, leased, hired or borrowed by the Vendor."**

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the City of Phoenix and the Arizona Parks & Recreation Fellowship.

- b. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.
- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:
  1. **On insurance policies where the City of Phoenix and the Arizona Parks and Recreation Fellowship are named as additional insured, the City of Phoenix and the Arizona Parks and Recreation Fellowship shall be additional insured to the full limits of liability purchased by the Vendor even if those limits of liability are in excess of those required by this agreement.**
  2. The Vendor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Indemnities, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Arizona Parks & Recreation Fellowship, 12950 N. 7<sup>th</sup> St., Phoenix, AZ 85022.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The Indemnities in no way warrant that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Vendor shall furnish the Indemnities with certificates of insurance (ACORD form or equivalent approved by the Indemnities) as required at least two (2) weeks prior to the event. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the Indemnities before the event commences. Each insurance policy required by this agreement must be in effect at or prior to commencement of the event and remain in effect for the duration of the event. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

**All certificates required shall be sent directly to the Arizona Parks and Recreation Fellowship, c/o Bryan Hughes, 9511 E. Minton St., Mesa, AZ 85207.** The event title and location shall be noted on the certificate of insurance. The Indemnities reserves the right to require complete, certified copies of all insurance policies required at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF PHOENIX RISK MANAGEMENT DIVISION.**

- F. SUBCONTRACTORS: Vendor's certificate(s) shall include all subcontractors as additional insured under its policies or Sponsor shall furnish to the Indemnities separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

- G. APPROVAL: Any modification or variation from these insurance requirements shall be made by the City of Phoenix Law Department, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.