



Town of Wickenburg
July 4th Vendor Form

INSTRUCTIONS: Please complete the entire application and sign the form. Please return the signed form to Katie Davidson at kdavidson@wickenburgaz.org or drop it off at Town Hall located at 155 W. Wickenburg Way, Wickenburg, AZ 85390. For questions please contact Katie Davidson at the above email or by calling 928-668-0565.

If applying for a vendor permit please submit a copy of the vendor application and payment to:

Town of Wickenburg
 155 N. Tegner St, Suite A
 Wickenburg, AZ 85390

Once the Special Event Permit is issued to the Event Sponsor, it must be available for inspection by a Town employee at all times during the event. The Permit is non-transferable to any other individual or group.

EVENT NAME: July 4 th Spectacular	
START DAY & DATE: July 4 th	END DAY & DATE: July 4 th
START TIME OF EVENT: <i>All Vendors must complete all set up by 5:30 p.m.</i>	END TIME OF EVENT: <i>9:30 pm Tear Down / Removal begins after fireworks are done.</i>

*** Vendors must complete all set up by 5:30pm. All vehicles must be out of park area when the vendor gates are closed and locked at 5:30pm.**

APPLICANT NAME:

APPLICANT EMAIL ADDRESS:

NAME OF COMPANY/ORGANIZATION:

APPLICANT/ORGANIZATION PHYSICAL ADDRESS:

APPLICANT/ORGANIZATION MAILING ADDRESS (if different than physical):

APPLICANT'S TELEPHONE #:	CELL #:	FAX #:
ORGANIZATION'S TELEPHONE #:	CELL #:	FAX #:

CONTACT INFORMATION FOR PERSON ONSITE FOR DURATION OF ACTUAL EVENT:

NAME:

CELL NUMBER:

DESCRIPTION TYPES OF RETAIL SALES/CRAFT VENDORS – BOOTHS (If any):

LOCATION OF EVENT: Sunset Park, Wickenburg, AZ

VENDOR FEES:

\$10	Up to 4 Consecutive Days	Temporary "Special Event Permit" for not more than four (4) consecutive days per month for individual vendors with approved Special Event Permit application from Town of Wickenburg; NON-PROFIT ORGANIZATIONS ARE EXEMPT
The Special Event Sponsor is required to fill out the attached form (Exhibit "A") for each individual vendor participating in the Event including their business name, owner name, sales tax identification number and collect \$10.00 per vendor. The list and fees collected shall be provided to the Town 10 days prior to the event; and one week after the event for any changes that may have occurred. Non-Profits are exempt from this requirement.		
If the vendor already has an annual Town Business License, they DO NOT have to pay the \$10 fee.		

WILL FOOD OR BEVERAGES BE SERVED? None Served* Sold* Free*
 Catered*

(*If you are serving, selling, providing "free" or catering food and/or beverages unless packaged and sealed, please contact Maricopa County Health Department at 602-506-6978, TTY 602-506-6704 AND provide the Town a copy of your Health Permit/Certificate.)

Did applicant provide Maricopa County Health Department Certificate?
 No Yes

WILL FOOD BE PREPARED ON SITE? No Yes (If Yes, please describe in detail)

WILL EVENT HAVE OPEN FLAME COOKING ONSITE? No Yes (If Yes, please describe method)

WILL CANOPIES OR TENTS BE INSTALLED ONSITE? No Yes*
(ONLY 10X10 AND NO STAKES ALLOWED)

GENERATORS / ELECTRICAL EQUIPMENT? No Yes (If yes, please indicate size/ampage)

SIGNS / BANNERS ONSITE? No Yes (If yes, please indicate number, location and size of each):

GENERAL INSURANCE INFORMATION

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Sponsor 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 the coverage is written on a “following form” basis.

OF NOTE: For events and activities, the Town's Arizona Municipal Risk Retention Pool has a Tenant User Liability Insurance Program (TULIP) for any event ON TOWN PROPERTY. Procedure noted below:

TOWN OF WICKENBURG is a registered user of the TULIP program through the State Insurance Pool and the National League of Cities via One Beacon Entertainment. The Town's assigned Entity ID CODE is 0501-053 (Please use this Code when requesting a quote)

How it works:

1. Log on to: www.onebeaconentertainment.com
2. Enter the Entity ID CODE (0501-053) or use the entity drop down menu
3. Select the type of “event” or “activity” from drop down menu (wedding, festival, etc)
4. Answer the questions that follow such as:
 - o Have you held this event before? No Yes
 - o If yes, were there any losses or claims? No Yes
 - o Will there be armed private security at this event/activity? (Off-duty Police not included) No Yes
5. Select the event date or dates on the calendar by clicking on the day of the event (if multiple regularly scheduled dates, select all of those dates).
6. At this point, you are able to receive a quick Quote by clicking on: “Get your premium now the Quick Quote”.
7. If you would like to proceed and purchase the coverage, please complete the requested Contract & Credit Card Information, and coverage is automatically bound.
8. A Certificate of Insurance is issued and sent via email, in your Name or Organization's Name, with a Certificate automatically sent via email to the Town of Wickenburg.

If you have any difficulties with this system or have questions about eligibility or classification of your event, please contact One Beacon Entertainment at 1-978-661-6662 (8:30 a.m. to 5 p.m. Pacific Standard Time)

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
COMMERCIAL GENERAL LIABILITY CONTINUED	

The Policy shall be endorsed to include the following additional insured language: “The Town of Wickenburg shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Sponsor of the following event and event dates....”
 The Policy shall be endorsed to include Liquor Liability Coverage if alcohol is being sold or distributed at the event.

2. **AUTOMOBILE LIABILITY (if applicable)**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles.
 Combined Single Limit (CSL)\$1,000,000

The Policy shall be endorsed to include the following additional insured language:

“The Town of Wickenburg shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Sponsor, including automobile owned, hired and non- owned vehicles, of the following event and event dates....”

3. WORKER’S COMPENSATION AND EMPLOYERS’ LIABILITY (if applicable)

Workers’ Compensation	Statutory
Employers’ Liability: Each Accident	\$100,000
Employers’ Liability: Disease – Each Employee	\$100,000
Employers’ Liability: Disease – Policy Limit	\$500,000
The Policy shall contain a waiver of subrogation against the Town of Wickenburg.	
THIS REQUIREMENT SHALL NOT APPLY WHEN a contractor or subcontractor is exempt under A.R.S. 23-901 AND when contractor or subcontractor executes the appropriate sole proprietor waiver form.	

B. ADDITIONAL INSURANCE REQUIREMENTS: The insurance policies shall include, or be endorsed to including the following provisions:

1. On insurance policies where the Town of Wickenburg is named as additional insured, the Town of Wickenburg shall be an additional insured to the full limits of liability purchased by the Sponsor even if those limits of liability are in excess of those required by this agreement.
2. The Sponsor’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 Town, 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:

TOWN OF WICKENBURG CLERK’S OFFICE ATTN: Special Events 155 N. Tegner Street, Suite A Wickenburg, AZ 85390

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 Town in no way warrants that the above-required minimum insurer rating is sufficient to protect the Sponsor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Sponsor shall furnish the Town with Certificates of Insurance (ACORD form or equivalent approved by the Town) 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 Town 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 full 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 of Insurance shall be sent directly to:

TOWN OF WICKENBURG CLERK’S OFFICE ATTN: Special Events 155 N. Tegner Street, Suite A Wickenburg, AZ 85390

PLEASE NOTE: The event title, location and dates shall be noted on the Certificate of Insurance. The Town reserves the right to require complete, certified copies of all insurance policies required at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO ANY OTHER DEPARTMENT OR LOCATION.

ACCESSIBILITY

It shall be the responsibility of the event organizer to ensure the event site is accessible to the disabled. Such examples are public sidewalks may not be blocked with tents, portable toilets, signs, or any other structures; cables or electrical cords must not create an obstacle; ADA accessible parking and portable toilets must be available. Vendors should be prepared to fully meet any accessibility requirements.

SUDAN AND IRAN

Contractor warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §35-391.06 and §35-393.06 and further acknowledge that any subcontractor who is contracted by Contractor to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

IMMIGRATION LAW WARRANTY

As required by A.R.S. §41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any sub-contractors in performance of the Services, sub-contractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A), and sub-contractors shall further warrant that after hiring an employee, such sub-contractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town, at its option, may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or sub-contractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. §23-214(A). Town retains the legal right to inspect the papers of any Contractor or sub-contractor employee who works on the Contract to ensure that the Contractor or sub-contractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If State Law is amended, the parties may modify this paragraph consistent with State Law.

RELEASE AND INDEMNIFICATION AGREEMENT

Applicant agrees to release, indemnify and hold harmless the Town of Wickenburg and its agencies, representatives, officials, employees and officers from and against any and all losses, liability, claims, actions, suits or damages including, but not limited to personal injury damages (including death) or property damages which arise, result, or otherwise might be attributable to: a) Applicant's dealings with third parties; b) the Town's issuance of this Special Event Permit; and, c) the Town's approval of security provisions regarding the proposed event for which this application is being prepared. This indemnification includes the costs of litigation and legal fees. Applicant agrees to pay its own expenses, to defend all of the persons to whom this covenant extends against any such claim.

Applicant shall have full control of the defense of any litigation and may settle, compromise or adjust the same, provided that the Town, on relieving Applicant in writing of indemnification, shall have the right to conduct any such litigation at its own expenses by its own counsel.

If Applicant is acting on behalf of an organization, Applicant certifies that he/she is the agent of the organization, is acting on the organization's behalf, and is duly authorized to execute this Release and Indemnification Agreement on the organization's behalf.

By signing below, Applicant acknowledges that he/she has read and agrees to abide by all the terms, conditions, rules and regulations of the Town Code, State and Federal when deemed appropriate. Applicant further acknowledges that depending on the nature and location of Applicant's special event, additional permits may be required.

Applicant further certifies that he/she has read and understands all terms of this Release and Indemnification Agreement and agrees that he/she shall be bound by its terms and conditions.

Applicant Signature: _____

Applicant Printed Name: _____

Date Signed: _____