



**Winter Fest**  
January 9, 2016

Steele Indian School Park  
300 East Indian School Rd  
Phoenix, AZ 85012

**BUSINESS/PRODUCT VENDOR APPLICATION 2015**

This application form is submitted for consideration by the notMYkid

Business Name	
Owner/Operator	
Address	
City, State & Zip	
Phone # / Cell #	
Email Address	
State Tax #	<b>Please bring a copy with you.</b>
City of Phoenix Tax #	<b>Please bring a copy with you.</b>
<b>Spaces are allocated based on size, type of merchandise/service, and time of application, so please remit your application ASAP.</b>	
Approximate Set Up/Tear Down time	Set Up:        hours        Tear Down:        hours
Will you need Electricity? Circle one        YES        NO	If yes, how many 110 Volt Plugs will you need?  Do you need anything other than 110 Volt? If so which type? _____ (additional charges may apply for extra plugs)
<b>Fees (For space only)</b> Each space will be a 10x10 area. Please bring your own table, chairs, tents (if desired), etc.	Separate Check for Clean Up Deposit (Refundable) \$100
Commercial    10x10        \$100 Nonprofit       10x10        FREE	<b>Total Due at time of Application Approval</b> \$ _____

**PLEASE REMIT YOUR APPLICATION NO LATER THAN DECEMBER 17, 2015 TO:**

notMYkid  
Attn: Jansen Neff  
5230 East Shea Boulevard, Suite 100  
Scottsdale, AZ 85154  
(602) 795-8154 fax

**NOTMYKID'S WINTER FEST CHECKLIST**

**PLEASE SUBMIT ALL OF THE DOCUMENTS LISTED BELOW FOLLOWING APPLICATION APPROVAL**

**Signed and Dated notMYkid Family Fall Festival Vendor Contractual Agreement Form** \_\_\_\_\_

**Copy of Arizona Department of Revenue Transaction Privilege Tax License** \_\_\_\_\_

**Copy of City of Phoenix Special Events Transaction Privilege Tax License** \_\_\_\_\_

**Copy of Certificate of Insurance** \_\_\_\_\_

**Complete List of Items with Prices Listed** \_\_\_\_\_

**Check for Space Fee, Electricity, Extra Admission Passes, and Rented Items paid in full** \_\_\_\_\_

**Check for refundable Clean Up Deposit in the amount of \$100. The check will be returned after the festival if the vendor site is satisfactorily cleaned. Vendors are responsible for proper disposal of all trash.** \_\_\_\_\_

**Please make checks payable to the notMYkid and mail with the above items to:**

notMYkid  
Attn: Jansen Neff  
5230 East Shea Boulevard, Suite 100  
Scottsdale, AZ 85254

## **BUSINESS/PRODUCT VENDOR CONTRACTUAL AGREEMENT 2015**

The below signatures signify a binding agreement between the notMYkid, Inc., a 501(c)(3) non-profit organization and presenters of notMYkid's Winter Fest and \_\_\_\_\_ hereafter referred to as "Vendor".

The Vendor agrees to provide their products for sale at notMYkid's Winter Fest on January 9, 2016 at Steele Indian School Park, 300 East Indian School Road, Phoenix, AZ 85012.

1. **HOLD HARMLESS AGREEMENT:** The Vendor named in this contract hereby agrees for itself, its successors and assignees, to indemnify and hold harmless notMYkid, from all claims, suits or any other action for personal injuries, including death, and damages to property, real or personal, caused by the Vendor, and/or acts or omissions of the notMYkid, arising out of Vendor's involvement in notMYkid's Winter Fest, and from all judgments and costs incurred in relation to said claims and suits; and, from all expenses incurred in defending said claims or suits. Vendor hereby releases notMYkid, all Sponsors and Officials, including their agents and employees, from liability, from any claim it might otherwise have for participating in notMYkid's Winter Fest, including but not limited to, any claim for personal injury or physical impairment or other claim of any type, arising out of participation or involvement in this event. Vendor also agrees to indemnify and hold harmless those released above from any such claims, damages, losses and expenses, including attorney's fees, and all court costs.
2. The Vendor agrees to be responsible for completing all city, county, and state tax forms and health permits and paying all required fees. The vendor acknowledges receipt of a copy of the Maricopa County Environmental Service Dept. Food and Beverage Vendor Checklist and agrees to abide by it. Vendor assumes all responsibility for any and all fees or fines that may result from their participation in the event.
3. **CITY of PHOENIX TEMPORARY PRIVILEGE (SALES) & ARIZONA TAX LICENSES:** Required for all individuals or organizations selling merchandise or services unless said individual/organization is an IRS approved tax-exempt non-profit entity. You are responsible for providing proof of your tax-exempt status, upon request All other individuals/organizations are required to obtain a Temporary Privilege License, collect City of Phoenix sales tax and complete the special return, AND obtain and fulfill the requirements of the Arizona State Tax License.
4. The Vendor further acknowledges that all **SAFETY** and **SITE RULES** must be adhered to. Any deviation from the rules gives notMYkid the right to remove the Vendor at any time without a refund. Safety Rules and Regulations (copy available to registered organizations), if applicable, apply to all individuals or organizations participating in notMYkid's Winter Fest. Safety Rules and Regulations include, but are not limited to, the following:
  - A. **NO** firearms or drugs are permitted on City property.
  - B. **NO** vehicles other than permitted carts and vehicles, with written permission, from notMYkid are allowed on any field, before, during or after the event. More information about set up day, parking & load-in will be forthcoming.
  - C. Dogs are permitted in Steele Indian School Park. Owners must comply with City of Phoenix and Maricopa County regulations including having the dog leashed, attended and licensed.
5. notMYkid requires that all of our vendors show **notMYkid** as an **additional insured** on their liability policies and provide such a **certificate of insurance**. If you cannot or do not wish to comply, please do not submit your application.

6. The Vendor is required to be set up no later than 9:00 am on the event date. notMYkid's Winter Fest is open from 10 am to 5pm on Saturday, January 9, 2016. Vendor tear down will not be allowed until 5:15pm at the end of the day. The Vendor is responsible for ensuring that all tents and property are properly secured in case of inclement weather.
7. The Vendor agrees to abide by the contractual space dimensions applied for on Page 1 of the Application and approved by notMYkid.
8. Vendors requiring electric power will be charged a \$100 fee for power during the hours that notMYkid's Winter Fest is open.
9. Vendor is responsible for ensuring that all trash is properly disposed of before leaving the grounds.
10. **PHOTO RELEASE:** The undersigned does hereby give consent to notMYkid and assignees to take photographs, make audio recordings and/or video graphs of myself and/or my organization at notMYkid's Winter Fest and to use such photographs, audio recordings and/or video graphs for such promotion, publicity or other lawful purpose as notMYkid deems appropriate. I/we further waive any rights or claims as to content approval or damages that I/we may have for use of these reproductions.
11. In consideration of the above, notMYkid will provide the vendor with space for their sales area, use of trash receptacles, and restrooms. All Vendors must properly dispose of trash before leaving the grounds.

We the undersigned understand the terms of this agreement, and possess and exercise the authority to enter this agreement.

COMPANY \_\_\_\_\_

notMYkid

PRINTED NAME \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_