



## City of Yuma Parks & Recreation Vendor Donation Application

**For more information or to submit a vendor application, contact:**

Cutter Chamberlain, Marketing Specialist  
Cutter.Chamberlain@yumaaz.gov  
(928) 373-5043 | (928) 925-6661

**Name and Date of Event** Tunes & Tacos Festival | April 12 – 13, 2019

**Business/DBA** \_\_\_\_\_ **E-Mail** \_\_\_\_\_

**First, Last Name** \_\_\_\_\_ **Facebook @** \_\_\_\_\_

**Address** \_\_\_\_\_ **City, State, Zip** \_\_\_\_\_

**Business Phone** \_\_\_\_\_ **Cell** \_\_\_\_\_

**Food Handlers License #** (if applicable) \_\_\_\_\_

**\*\*All FOOD vendors must comply with the provisions set forth in the Vendor Insurance and Indemnity Requirements document and all vendors must provide their Arizona Tax ID number with each application (when applicable).\*\***

<b>Booth Space</b> Select your requirements: (rates per day)	<input type="checkbox"/> FOOD VENDOR (BLUE / DK BLUE): 30x25 --\$200 <input type="checkbox"/> BUSINESS / CRAFT VENDOR (Yellow): 10x15 --\$200 <input type="checkbox"/> Non-Profit FOOD VENDOR (BLUE): 30x25 -- \$50 <input type="checkbox"/> Non-Profit BUSINESS/CRAFT VENDOR (YELLOW): 10x10 \$50 <input type="checkbox"/> Salsa Queen Competition 10x10: \$25 per entry	<input type="checkbox"/> YES – Taco King Competition <input type="checkbox"/> NO – Taco King Competition <input type="checkbox"/> SPONSOR (ORANGE): 10x15 <input type="checkbox"/> YES – Salsa Queen Competition <input type="checkbox"/> No – Salsa Queen Competition
<b>Taco King &amp; Salsa Queen Competition</b> Select your requirements:	<p>CIRCLE the (NO LIMIT) Categories you would like to enter for the Taco King Tasting:  <b>BEEF      CHICKEN      PORK      SEAFOOD      UNIQUE</b></p> <p>CIRCLE the (NO LIMIT) Categories you would like to enter for the Salsa Queen Tasting:  <b>HOT      MEDIUM      MILD      WILD</b></p>	

**Additional Required Information:**

- **COMPLETE** list of items to be sold (no beverages of any kind may be sold or distributed):

\_\_\_\_\_

\_\_\_\_\_

**Acknowledgement and Release:**

By signing below, I agree that I will assume all risks that arise from my participation. I also hereby waive any claims against the City of Yuma and its co-sponsors for any injuries or loss that arise from our participation. Further, I grant full permission to the event organizers, promoters and sponsors or any agent authorized by them, to use any photographs, videos, recordings or any other record of this event for any legitimate purpose. I acknowledge that I have read, understand and agree to all the Vendor Rules and Regulations, and Vendor Insurance and Indemnity Requirements, both of which are attached and incorporated to this agreement by reference.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

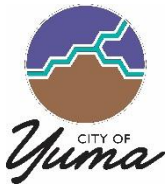
To be completed by Festival Coordinator		Date Application Received: _____	
Company or DBA: _____	AZ Tax ID # _____		
Copy of Food Handlers License: <input type="checkbox"/> Yes <input type="checkbox"/> No	Copy of Certificate of Insurance: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Food Vendor: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Space Assignment: _____	Size: _____		
Booth Fee \$ _____			
=Total \$ _____	Payment \$ _____	<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____	<input type="checkbox"/> CC
<u>Credit Card Payment:</u>			
Credit Card # _____	Expires _____	Sec. Code _____	Receipt # _____
Staff Initials: _____			

Make checks payable to **City of Yuma** Please return application and payment to: City of Yuma Civic Center c/o Cutter Chamberlain, 1440 W. Desert Hills Drive, Yuma, AZ 85365  
 Contact 928-373-5043 or email: Cutter.Chamberlain@yumaaz.gov for additional information.

Passed Fire Marshal Inspection \_\_\_\_\_

CHECKLIST:  Insurance Certificate  Waiver of Subrogation Endorsement  Additional Insured Endorsement  Primary / Non Contributory POSSESES  2A:10B:C  Class K Fire Extinguisher **DATE**

**We will not reserve space or accept payment without these documents attached to the application.**



## City of Yuma Vendor Rules and Regulations



1. The City will not provide tables, chairs, booth frames, duct tape, and/or extension cords.
2. Vendors shall NOT obstruct walkways, to include: chairs, tables, signs, etc. in front of assigned location.
3. All booths must be professional and festive in appearance. Minimum requirements must include a 10x10 canopy, or 'pop-up' shade structure. Booth must display professional signage, which identifies the business/organization, product(s) and pricing (PROVIDED).
4. **All Vendors shall** possess a current City Business License and/or Food Handlers Permit (if applicable).
5. **All FOOD Vendors agree to and shall abide by the insurance and indemnity** provisions set forth in the Vendors Insurance and Indemnity Requirements for the City of Yuma. Vendors may purchase a Tenant Users Liability Insurance Policy (TULIP) at: <https://www.ebi-ins.com/e/tulip/apply.aspx> - please ask festival coordinator for assistance when purchasing.
6. Vendors selling product MUST provide a copy of their AZ Tax ID number.
7. **All food vendors, including non-profits, are required** to have a Class 2A:10B:C AND Class K fire extinguishers and must have submitted a completed "Temporary and Special Event Food Service Application" with the Yuma County Health District. **\$10 fee per day of event.** For more information, please contact the Yuma County Health District at (928) 317-4584 and/or the City of Yuma Fire Department at (928) 373-4850.
8. **All food vendors, including non-profits, must adhere** to published "guidelines for temporary and special events food and drink concessions", as set forth by the Yuma County Health District.
9. FOOD VENDORS – Food permit, issued by the Yuma County Health District, must be visibly posted inside the concession booth.
10. No children are allowed in booths with open flames or grills.
11. **It is mandatory that all booths be completely set up ONE hour before the event and all vehicles MUST be off the field thirty minutes before event opening.** This is an insurance company requirement.
12. Set up is available the day before and the day of the festival/event, unless states otherwise for said event.
13. Vendor spaces will be clearly marked; vendors are required to stay within these markings.
14. The City of Yuma reserves the right for placement of all booths and product. Only completed and approved applications, with all required documents will be considered for booth placement. **ALL BOOTH PLACEMENTS ARE FINAL!**
15. **Vendors shall not drive on the field area until the event is over, and the majority of patrons have evacuated.**
16. All Vendors are responsible for cleaning up their booth area during and at the close of the event.
17. No leftover food, cooking oils, or grease will be dumped into trashcans or grass areas – dumpsters will be available at designated locations – check booth placement map.
18. Consumption and/or possession of alcoholic beverages by vendors and/or workers are prohibited. Vendors will be held responsible for any violations.
19. All items to be sold at booth must be indicated on application. The Event Coordinator must be notified of any changes at least 48 hours prior to festival/event. Should changes in the items to be sold occur without required approval, suspension of the right to set-up a booth for any future events may occur.
20. NO REFUNDS will be given to vendors who do not show up for festival/event.
21. CANCELLATIONS/REFUND: The vendor fee is non-refundable/non-transferable.
22. The sponsors of this event will not be liable for any liabilities whatsoever for the failure to fulfill conditions under which the event is being produced: due to natural causes, act of God, or any other causes beyond the control of the City of Yuma.
23. No spaces will be held without pre-payment. Full payment is due 30 days prior to event. No applications will be accepted after one week prior to schedule festival/event, without Visa, MasterCard or certified funds.
24. Payment problems with checks and/or credit cards will result in restriction to cash or money order payment for future festivals. **A fee of \$45 for returned checks will apply.**
25. **Each event will limit the number of duplicated business merchandise, to ensure vendor success.**
26. Vendor Parking passes will be issued. Vendors are NOT to park in the general parking areas. This includes grass area in Cabellero park, and the Civic Center and Desert Hills Golf Course parking lots.
27. RV Parking - Limited space is available on a 'first come, first served' basis. **Raw parking available for \$25 per event** – spaces located behind Desert Sun Stadium in the dirt parking lot. NO amenities available.
28. The Festival provides security at the festival site. However, the Festival is not responsible for the security of individual vendor booths. Vendors are responsible to secure their own booths, supplies and equipment.
29. This is a "rain-or-shine" event and will occur on the scheduled date regardless of weather.

**The Vendor signing this application acknowledges they have read, understand and agree to all the Festival Vendor Rules and Procedures and the Vendor Insurance and Indemnity Requirements for the City of Yuma.**

**The City of Yuma reserves the right to refuse entrance to any said event based on non-compliance with rules and regulations.**

### **Taco King Competition:**

Do you have the best tacos in town? Register to be a taco vendor and compete to become Yuma's Taco King. Professional, amateur and/or fundraising/service organizations are invited to participate. Local celebrity judges will decide who **Yuma's next Taco King** is! **The Taco King Competition is judged with a Tournament Style Bracket System:**

- Judging will begin at 5:00 pm Friday, April 12, 2019 during the Salsa Queen Kick Off Party. Competitors will present 5 tacos for each category entered.
- 15 Judges will be split into three groups of 5.
- The Categories are: Beef, Chicken, Pork, Seafood, and Unique.
- **Bracket Heat One:** At 5:00 pm 5 judges will taste and score. The taco with the highest score in each category will advance to the Semi-Finals.
- **Bracket Heat Two:** At 5:00 pm 5 judges will taste and score. The taco with the highest score in each category will advance to the Semi-Finals.
- **Finals:** At 12:30 pm, Saturday, April 13, 2019 at Desert Sun Stadium 5 judges will taste the top two winners from bracket heats one and two. These judges will determine the winners in each category. The taco with the highest overall score including People's Choice (no matter what category) will be crowned Yuma's Taco King. In the event of a tie for Yuma's Taco King, the highest scored category winners from the Semi-Finals will go "head to head" and need to present 3 more tacos to 3 pre-selected judges.
- **PEOPLE'S Choice:** From 11:00 am – 4:00 pm Saturday, April 13, 2019 festival attendees will be invited to taste and vote via Facebook.

**An awards presentation is scheduled during the Tunes & Tacos Festival on Saturday, April 13, 2019 at 6:00 p.m. Category winners are required to attend presentation starting at 6 pm for photos/interviews.**

**Prizes: Blind tasting and scoring by selected local celebrities.**

- Best Overall / People's Choice - \$500, crown, trophy and title of **Yuma's Taco King**
- Best Beef - Trophy
- Best Chicken – Trophy
- Best Pork – Trophy
- Best Seafood – Trophy
- Best Unique – Trophy

### **Salsa Competition:**

Are you a Salsa Master? We are looking for Salsa Chefs to dice, chop and mix their ingredients and compete for a crown, trophy, \$500 cash and title of **Yuma's Salsa Queen** for people's choice, best overall. Competitors can compete in up to four categories: Hot, Medium, Mild and Wild. Registration is only \$25 per category. Register online at [www.tunesandtacos.com](http://www.tunesandtacos.com), where you'll also find the Yuma County Health Department form to download, required for all Salsa Chefs. Call (928) 373-5210 for questions or more information. **An awards presentation is scheduled during the Tunes & Tacos Festival on Saturday, April 13, 2019 at 6:00 p.m. Salsa Queen participants are required to attend and encouraged to purchase a booth space to sell/promote products.**

**Prizes: Tasting and scoring by the public. Invite your friends and family!**

- People's Choice, Best Overall - \$500, crown, trophy and title of **Yuma's Salsa Queen**
- 1st Place Hot - Trophy
- 1st Place Mild – Trophy
- 1st Place Medium – Trophy
- 1st Place Wild - Trophy
- Most Festive Booth Decor - \$100

Chefs are provided with a 10' x 10' booth space, one table and two chairs. It is your responsibility to bring festive Mexican décor for your booth space! Salsa Chefs are allowed to set-up between 2:00 pm – 5:00 pm on Friday afternoon. 1 gallon per category of salsa is needed to provide guests with a 1 oz. sample. Chefs will need to provide the tasting cups. Attendees will be supplied with an individual bag of chips for dipping and tickets to vote.

# VENDOR INSURANCE AND INDEMNITY REQUIREMENTS FOR CITY OF YUMA

**Insurance Qualifications:** Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at Vendor's own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

**Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the Vendor shall either (1) obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents, and volunteers, or (2) provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**Additional Insured:** To the fullest extent permitted by law for claims arising out of the work or services of the Vendor, all policies, except Workers Compensation, shall name and endorse the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

**Waiver of Subrogation:** Vendor hereby grants the City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. Vendor agrees to obtain an endorsed waiver of subrogation against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Vendor, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Primary Insurance:** The policies of insurance required under this section are to be primary insurance policies and any insurance policy maintained by the City is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein. In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

**Evidence of Insurance:** Before the commencement of any services, Vendor shall provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the endorsements as required by this Agreement, issued by Vendor's insurance as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. Moreover, failure to provide evidence of required insurance as set forth below shall delay payment for services rendered. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be insurer's responsibility to forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the event title and date, and this Agreement. All policies and forms must be satisfactory to the City.

**A. Commercial General Liability**

**Initial** Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause.

To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you."

**B. Worker's Compensation and Employers' Liability**

**Initial** Vendor understands and agrees that Vendor's employees, agents, and directors, are not serving as employee of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. Vendor acknowledges and agrees that any injury its employees sustain in the performance of this Contract will be not be eligible for industrial benefits and any necessary treatment will be Vendor, or Vendor' insurer's, sole responsibility.

*C. Indemnification*

**Initial** *To the fullest extent allowable by law, Vendor agrees to indemnify, defend, and hold harmless the City, and its departments, agencies, agents, officials, officers, directors, employees, and volunteers (collectively "Indemnatee") for, from and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which Indemnatee may become subject, under any theory of liability whatsoever, (collectively "Claims") whether real or asserted, resulting from and/or arising out of Vendor's intentional, reckless, or negligent acts, directives, mistakes, errors, or omissions in performance or non-performance of any provisions of this Agreement, except to the extent such Claims arise out of or are based upon the negligent acts, mistakes, errors, or omissions of Indemnatee. This indemnification provision shall apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Vendor's agents, directors, officers, employees, volunteers, contractors, whether employed directly or indirectly by Vendor, and invitees, licensees, guests, and trespassers.*

*The amount and types of insurance coverage required above are minimum amounts and do not limit the scope of indemnity required.*

*D. Notification.*

**Initial** *Vendor has provided this Agreement, including the insurance and indemnity minimum requirements, to Vendor's insurance professional.*

Vendor Company Name: \_\_\_\_\_ Authorized Person: \_\_\_\_\_

Business License #: \_\_\_\_\_ Signature: \_\_\_\_\_

Location:

Services:

~~~~~FOR CITY USE ONLY ~~~~~

Date: \_\_\_\_\_

Insurance Policy Effective from \_\_\_\_\_ to \_\_\_\_\_

Approved: \_\_\_\_\_