**2025** Food Vendor Application

Thank you for your interest in becoming a Food Vendor at the **Persian New Year Festival 2024**! Please read the rules and policies below, fill out the application, pay your registration fee & save the date.

APPLICATION DEADLINE: Monday, February 24, 2025 <u>EVENT DATE:</u> Saturday, March 1, 2025: 2:00 PM – 10:00 PM

#### **GENERAL**

- Only the items listed on your application and approved prior to the festival may be sold at the event.
- Vendor insurance is the responsibility of the vendor to purchase and is not provided by the festival.
- There is no rain date. If for some unforeseen reason the festival cancels, no refunds will be issued.
- Electricity is available in certain locations upon request. Food vendors will be located in these locations.
- Please keep a copy of these instructions for future reference.
- If you need the ability to accept credit cards, visit <u>www.squareup.com</u>, or use a similar service.
- A current food handler license is required. Visit <u>www.servsafe.com</u> if you do not have one.

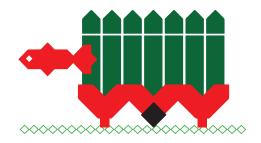
#### **VENDOR ITEMS**

- Only the specific items listed on this attachment may be displayed or sold.
- Vendors must keep their merchandise within the boundaries of the allotted, assigned space.
- The festival member may inspect Vendor merchandise at any time to ensure it is consistent with whats in the application.

• Vendors are prohibited from selling counterfeit items, unlicensed merchandise, guns, ammunition, alcohol, drug paraphernalia, items prohibited by Arizona or Federal Law, or any merchandise that the festival committee, at its sole discretion, considers racist, discriminatory, derogatory or offensive.

- Vendor is responsible for all necessary permits, fees and taxes.
  - Temporary Food Establishment Permit for Maricopa County: <u>https://www.maricopa.gov/3976/Special-EventsFarmers-Markets</u>
  - Transaction Privilege Sales Tax Registration: <u>https://azdor.gov/transaction-privilege-tax-tpt</u>
  - Arizona Cottage Food Laws, Regulations and Facts (for those selling baked goods): <u>http://pickyourown.org/CottageFoodLaws-Arizona.php</u>





### **SETUP:** 8:00AM - 12:00 PM

• All vendors must arrive to **set up after 8:00 AM**. Exact arrival time will be assigned prior to the event on a first come first serve basis based on submission of completed application and payment in full.

- All vendors must be complete with setup and all vehicles removed by 12:00 PM.
- Parking is not allowed in the immediate festival area. Damage caused by your vehicle will be vendors responsibility.
- All vendors must be set up in their assigned locations. Exact location will be assigned prior to March 1, 2025.
- All sidewalks must stay clear, clean and safe in accordance with the City of Scottsdale guidelines and permit.

#### TEAR DOWN: 9:00 PM - 10:00 PM

• Early tear down is NOT permitted.

• Vendors are responsible for disposing of all trash in the nearest trash receptacle. We ask that you leave your assigned area in the same, or better, condition than when you arrived for setup. (Charges could apply if area is unkept, trashed or damaged).

### **PAYMENT**

• Payment must accompany submission of this contract, and must be in the form of a credit card or check.

#### **ADVERTISING**

- Any vendors wishing to advertise must do so at their own expense.
- Vendors are encouraged to link, invite followers and @ tag to the festival's social media:
  - Instagram: www.instagram.com/persiannewyearfestival/
  - Facebook Page: www.facebook.com/PersianNewYearFestival
  - YouTube: <u>www.youtube.com/PersianNewYearFestival</u>
  - Twitter: www.twitter.com/PersianNewYear
  - Website: <u>www.PNYF.org</u>
  - Any advertising must be approved by the festival chair prior to publishing.

#### **GENERAL TERMS**

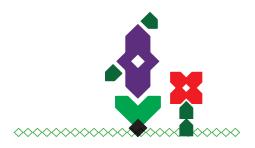
- The festival offers no guarantees or warranties of any kind.
- No refunds will be offered for vendors who do not attend. There will be no refunds if any unforeseen acts of God, weather, terrorism or war result in the cancellation of the festival.
- Vendors may not vacate the festival prior to the official closing time of 9 PM.
- Vendor spot is not guaranteed until this document is signed and approved by a festival officer.
- Please make a copy of this contract for your records. Signed contracts will remain at the PNYF office.

### **QUESTIONS**

• Please let us know if you have any questions. • You can reach us at 203-747-2708

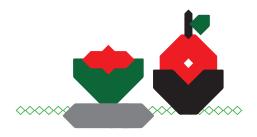


Initials:



Qty.	Food Booths & Food Truck Spots (Except Any Persian Kobab)					
	Booth: 10'x20' space. Includes canopy, 3 tables, 2 chairs, <b>basic electricity, POS 20%</b>	\$300				
	Booth: 10'x10' space. Includes canopy, 2 tables, 2 chairs, <b>basic electricity, POS 20%</b>	\$175				
	Food Truck Spot: Parking Space, basic electricity, POS 20%	\$150				
	Food Truck Spot: Parking Space only. No electricity, POS 20%	\$75				
	Food or Beverage Cart Spot. Parking Space only. basic electricity.	\$300				
Qty.	Qty. Extras To be added to order above					
	Social Media Marketing	\$225				
	Canopy Sidewalls – each 10' side segment (available for canopies ONLY)	\$75				
	Table: 6'	\$40				
	Table: 8′	\$45				
	Extension Cord: 25'	\$15				
	Extension Cord: 50'	\$20				
	Extension Cord: 100'	\$25				
	Generator for multiple electricity needs	\$500				
	Chair	\$10				
	Booth Setup Consultation	\$100				
	Logo and Graphic Work Assistance (we are not a graphics team, but we can help)	\$100				
Grand Total: \$						



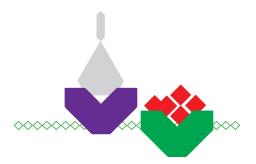


### FOOD VENDOR AGREEMENT

This Agreement is between **Persian New Year Festival** (here-thereafter referred to as PNYF) and:

Business Name (here-thereafter r	referred to as Vendor):			
Main Contact Person & Title:				
Phone:	Email:			
Website:		Instagram:		
Facebook:	Other:			
Address:				
		City:	State:	
Zip:				
Description of the food and beve	rages to be sold:			





NOW, THEREFORE, it is agreed that:

**PURPOSE** PNYF agrees to provide space to Vendor for Persian New Year Festival 2025. In return the Vendor agrees to pay the amount for the space they have selected.

**APPEARANCE** Vendor is responsible for cleaning and maintaining the space provided in an organized and neat manner. This responsibility includes disposing of all trash in the nearest trash receptacle. Vendor is asked to leave their assigned area in the same, or better, condition than when they arrived for set-up (charges could apply for unkept area).

**DISPLAYS AND SIGNS** All displays in their assigned location must be free standing. Nothing may attach to the booth or tables that cannot be removed without damage to either. Signs must be free standing. Signs should not block other vendor booths/areas.

**QUALITY PRODUCTS** Vendor shall ensure proper quality of their food being offered and shall comply with all applicable Arizona State Laws as to food handling and vendor sales.

**INSURANCE PNYF** accepts no liability for lost, stolen or damaged property.

**INDEMNIFICATION** Vendor agrees to indemnify and hold PNYF harmless from all claims, losses, expenses, fees (including attorney fees, costs, and judgments) that may be asserted against PNYF that result from the acts.

**ENTIRE AGREEMENT** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**SEVERABILITY** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT** This Agreement may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW** This Agreement shall be construed in accordance with the laws of the State of Arizona.



Initials:





**NOTICE** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party>s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**ASSIGNMENT** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

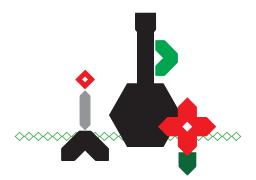
#### **Exclusive Rights to Sell and Distribute Water**

The Persian New Year Festival (PNYF) is the only organization authorized to sell, distribute, or provide any type of water (including bottled, canned, or any other form) during the event. No other parties are permitted to sell, distribute, or provide water on festival grounds without prior written approval from PNYF.

#### **Exclusive Rights to Persian Kabob Vendor Selection**

The Persian New Year Festival (PNYF) reserves the exclusive right to select and designate the vendor(s) providing Persian kabobs, including but not limited to chicken kabob, koobideh kabob, and barg kabob, for the Kabob House.





### I HAVE READ, UNDERSTAND AND WILL COMPLY WITH ALL RULES AND REGULATIONS AS OUTLINED IN THIS AGREEMENT.:

Signature of PNYF Director	Signatur	e of Vendor Representative					
Printed Name of PNYF Director	Printed	Name of Vendor Representative					
Date:	Date:						
For additional information, contact <b>vendo</b>	r@pnyf.org						
PAYMENT INFORMATION							
Payment Type: [] Mastercard • [] Visa • [] American Express • [] Discover • [] Or Check/Money Order Card							
Number:	Exp. Date:	CVV Code :					
Name on Card:	me on Card: Phone Number:						
Card Billing Address:							
I authorize PNYF to charge my credit card – Signature: Make checks/money order payable and mail to Persian New Year Festival.							
FOR OFFICE USE ONLY							
Date Recv'd : [ ] Approved • [ ] Not Approved • [ ] Insurance Certificate Recv'd • [ ] Insurance Needed							
Received By:							
Amount Paid: \$ •	[ ] Check #	• [ ] Credit Card					
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