



## The 55th Annual Phoenix Scottish Games

March 2nd and 3rd, 2019  
 Steele Indian School Park  
 300 East Indian School Rd  
 Phoenix, AZ 85012

### 2019 FOOD VENDOR APPLICATION

This application form is submitted for consideration of the Games Committee of the 55th Annual Phoenix Scottish Games by:

Business Name	
Owner/Operator	
Address	
City, State & Zip	
Phone # / Cell #	
Email Address	
State Tax #	
	<b>Please bring a copy with you.</b>

**Please attach proposed menu with prices for approval by the Games Committee.** Vendors will ONLY use the Menu submitted. The Games Committee will review the applications and confirm vendor space when approved. Space Fee includes 1 reserved parking spot in the Vendor parking lot.

Approximate length of set up time _____ hours	Preferred ( <b>NOT GUARENTEED</b> ) Set up Time _____
Will you need Electricity? Circle one      YES      NO Electricity is provided during the hours that the Games are open on Saturday and Sunday.	If yes, how many 110 Volt Plugs will you need? #                      @ \$100 per plug                      = \$ _____ Do you need anything other than 110 Volt?
<b>NOTES:</b>	Space Fee: \$800 for "Main Course" food vendors including a 20x20 space and 4 admission passes \$ _____ \$250 for "Snack" food vendors including a 10x10 space and 2 admission passes \$ _____
	<b>Extra Admission Passes @ \$10 each = \$</b>
	Tables #                      @ \$17.00 each                      = \$
	Chairs #                      @ \$3.00 each                      = \$
	<b>Waste water disposal fee</b> (Gray Water) @ \$15 = \$
	10 x 10 Canopy <b>no side walls @ \$60.00 each</b> = \$ <i>Larger canopy sizes and sides can be rented for you at our cost</i> <i>NOTE: No other tent rental sources are allowed</i>
	Check for Clean Up Deposit                      \$100
<b>Total Due at time of Application</b> \$	

PLEASE REMIT YOUR APPLICATION, REQUIRED PAPERWORK  
 AND CHECK **NO LATER THAN FEBRUARY 1, 2019**  
 FOR YOUR NON-REFUNDABLE APPLICATION FEE MADE PAYABLE TO:  
 The Caledonian Society of Arizona  
 Attn: Food Vendor Chair  
 PO Box 50092 Phoenix, AZ 85076



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## PHOENIX SCOTTISH GAMES CHECK LIST

**PLEASE SUBMIT ALL OF THE DOCUMENTS LISTED BELOW TOGETHER FOR APPROVAL BY THE  
55th ANNUAL PHOENIX SCOTTISH GAMES**

Approval of your application and vendor space assignment will not be given until all documents have been submitted.

- Signed and Dated Games Committee Copy of the Vendor Application Form \_\_\_\_\_
- Signed and Dated Games Committee Copy of the Food Vendor Contractual Agreement Form \_\_\_\_\_
- Copy of Arizona Dept. of Revenue Transaction Privilege Tax License \_\_\_\_\_
- Copy of Maricopa County Temporary Food Service Permit \_\_\_\_\_
- Copy of Certificate of Insurance \_\_\_\_\_
- Complete Games Menu with Prices Listed \_\_\_\_\_
- Check or money order for Food Item Deposit \_\_\_\_\_
- Check or money order for Electricity and Rented Items paid in full \_\_\_\_\_
- Check for Clean-Up Deposit in the amount of \$100. The check will be returned after the Games if the vendor site is satisfactorily cleaned. Vendors are responsible for removing all cooking oil and gray water, and proper disposal of all trash. \_\_\_\_\_

Please make checks or money orders payable to the:

Caledonian Society of Arizona

and mail with all of the above items to:  
Caledonian Society of Arizona  
Attn: Food Vendor Chair  
PO Box 50092 Phoenix, AZ 85076



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### FOOD VENDOR CONTRACTUAL AGREEMENT 2019

The below signatures signify a binding agreement between the Caledonian Society of Arizona Inc., a 501(c) 3 Non-profit organization and presenters of the 55th Annual Phoenix Scottish Games and \_\_\_\_\_ hereafter referred to as "Vendor".

The Vendor agrees to provide their food products for sale at the 55<sup>th</sup> Annual Phoenix Scottish Games on March 2<sup>nd</sup> and 3<sup>rd</sup>, at Steele Indian School Park, 300 E. Indian School Rd. 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 the Caledonian Society of Arizona, 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 Caledonian Society of Arizona, arising out of Vendor's involvement in the Phoenix Scottish Games, 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 the Caledonian Society of Arizona, all Sponsors and Officials, including their agents and employees, from liability, from any claim it might otherwise have for participating in the Phoenix Scottish Games, 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 the Caledonian Society 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 the Phoenix Scottish Games. Safety Rules and Regulations include, but are not limited to, the following:
  - A. **NO** firearms or drugs are permitted on City property. Firearms for historic reenactment groups are exempt only with written permission from The City of Phoenix, obtained by the Games Committee.
  - B. **NO** vehicles other than permitted carts and vehicles, with written permission, from Games Committee are allowed on any field, before, during or after the event, with the following exceptions, which are applicable ONLY during scheduled Friday set-up and Sunday tear-down periods. More information about set up day, parking & load-in will be forthcoming.
  - C. If you hire employees from a temp agency, you must meet them at the gate or give them their passes ahead of time. Please make sure they know the name of the vendor and where to report.
  - D. 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. The Games Committee requires that all of our vendors show the **Caledonian Society of Arizona** as an **additional insured** on their liability policies and provide such a **certificate of insurance** to the Games Committee. If you cannot or do not wish to comply, please do not submit your application.



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6. . **When applying for your space please take into account the size of your trailer. Space should be allowed measuring from the front of the trailer tongue to the furthest rear point of the trailer.** Example; If you have a 20 foot trailer with a 5 foot tongue and a 3 foot overhang on the rear you will need a minimum 28 foot space.
7. The Vendor is required to set up on Friday, March 1<sup>st</sup>, 2019. **The Games are open from 9AM to 7PM on Saturday and 9AM to 5PM on Sunday.** Vendor tear-down will not be allowed until **5:30PM** on Sunday March 3<sup>rd</sup>. The Vendor is responsible for ensuring that all tents and property are properly secured in case of inclement weather.
8. The Vendor acknowledges **Pepsi Cola** as the sole provider of bottled water and soft drinks for the Phoenix Scottish Games. Vendor will place orders for such drinks through the Games Committee Representative. Product is sold in cases of 24 – 20 ounce bottles at a price set by Games Committee. Signage at the designated price will be provided to the Vendor at no charge. There will be no refunds once product is purchased. **NO OUTSIDE BEVERAGES OF ANY KIND MAY BE SOLD BY MERCHANDISE VENDORS WITHOUT PRIOR APPROVAL OF THE VENDOR CHAIRPERSON.**
9. The Vendor agrees to abide by the contractual space dimensions applied for on Page 1 of the Application and approved by the Games Committee.
10. **Vendors requiring electric power will be charged a \$100 fee for power during the hours that Games are open on Saturday and Sunday. Power will be available one hour prior to and one hour after the Games on Saturday and Sunday. Power will not be provided overnight.**  
**You will need to use your own generators for OVER NIGHT USE ONLY.**
11. All Vendors requiring rental tents must be rented through the Caledonian Society and PAID WITH DEPOSIT.
12. **Vendor is responsible for REMOVING ALL COOKING OIL AND GRAY WATER AND ENSURING THAT ALL TRASH IS PROERLY DISPOSED OF BEFORE LEAVING THE GROUNDS** on Sunday March 3<sup>rd</sup>. **There will be a tank available for gray water on site.** An extra fee of \$15 will be charged for gray water tank disposal use. There will be two large roll off containers in the 7<sup>th</sup> St parking lot for trash disposal.
13. **ALL VENDORS THAT COOK USING DEEP FRYERS ARE REQUIRED TO POSSESS A CLASS K FIRE EXTINGUISHER AT ALL TIMES DURING THE EVENT.** Fire extinguishers will be inspected by the City of Phoenix Fire Department. All vendors will be required to remain on site on set-up day (Friday March 2<sup>nd</sup>) until inspection by the City of Phoenix Fire Department has been completed.
14. **PHOTO RELEASE:** The undersigned does hereby give consent to the Caledonian Society of Arizona and assignees to take photographs, make audio recordings and/or video graphs of myself and/or my organization at the Phoenix Scottish Games and to use such photographs, audio recordings and/or video graphs for such promotion, publicity or other lawful purpose as the Caledonian Society of Arizona 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.
15. All Entrants to the facility will wear the proper wrist band, pass or have the tickets that are specified for the day. All Vendors will be assigned one parking space in the vendor lot. Wrist bands, parking permits and site maps will be made available to the vendor upon arrival on set up day. Each vendor will receive one parking pass only; all other workers will need to park in the parking lot south of the park.
16. All Vendors will be aware that the City Park employees have jurisdiction to enforce Park rules to obtain a controlled and safe environment.
17. In consideration of the above the Caledonian Society will provide the vendor with space for their sales area, use of trash receptacles, and restrooms. Trash receptacles are located in the 7<sup>th</sup> St lot. **DO NOT USE THE ON FIELD CARDBOARD TRASH CANS FOR YOUR TRASH.**
18. Vendors will be provided with 1 (one) parking pass. **You will be entitled to only 1 (one) parking space.** If you have a trailer or oversized



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vehicle you will need to park those vehicles or trailers in the north field parking area.

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

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

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### ADENDUM TO VENDOR APPLICATION

Noted in this addendum are items of importance that must be followed for all vendors at the 55<sup>th</sup> Annual Phoenix Scottish Games.

- The City of Phoenix Parks Department marks all of the irrigation lines under the field with white painted lines. These are “NO STAKE” areas. Stakes cannot be driven into the ground within 10 feet of these white lines. If any part of your designated spot falls on a white line where you need to drive in a stake to secure your tent/ display, please let the Vendor Chair know as soon as possible and we will provide you with sand bags at no cost to you. These are 40lb bags. We will supply you with 2 bags for each stake point. **If you stake on a white line and there is resulting damage to the water line buried below, you will be held responsible for the cost of the repair. This can cost \$6,000 or more.**
- **You are responsible to dispose of your trash.** We supply two 40 yard roll off containers that are located in the 7<sup>th</sup> St lot where your parking pass allows you to park. If you leave your trash in the area of your spot after the event for our volunteers to clean up your deposit will be forfeited.
- **Soda and water sold by any vendor must be purchased from the Caledonian Society per the vendor agreement you have signed.** Merchandise vendors are not allowed to sell any food or beverage item without written permission form the Games Chairperson. Obvious exceptions are those specifically selling prepared food items. Any food vendor found to be selling soda and water not purchased from the CSA will be asked to stop selling that product immediately. If there is a second occurrence you will be asked to close down sales and remove your tent/ trailer/ display at the close of that day’s event.
- Any merchandise vendor found to be selling food or beverage items not specific to their contract will be asked to stop selling the items. A second occurrence will be cause to ask the vendor to close down sales and remove your tent/ trailer/ display at the close of that day’s event.
- **The fire lane in the Vendor parking lot must remain clear.** The fire lane will be marked but orange cones. Any vehicle parked in the designated fire lane will removed at the owner’s expense after an initial attempt to locate the owner. For this reason, be sure that your phone number is on your parking pass.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_