

**8th Annual City of Surprise Fiesta Grande
Business Vendor Application and Agreement
Saturday, October 9th 2021 5p-10p**



**CITY OF SURPRISE
PARKS AND RECREATION**

CONTACT INFORMATION (Please type or print legibly)

Business Name _____ Contact Name _____

Address _____ City _____

State _____ Zip _____ Phone _____

Email _____ Fax _____

METHOD OF PAYMENT (circle one) **Cash** **Check** **MC** **VISA**

*** If paying with a card you will be required to call 623.222.2000 or walk-in for payment***

Vendor Information:

1 Tent w/lights, 1 8-foot table, 1 linen & two (2) chairs will be provided.
Signage may be displayed within your area.
Vendors may have opportunities for giveaways, pending approval from the City of Surprise.

Billing Terms:

Vendor will pay onetime fee of \$500.00. **Full payment is due by October 1st, 2021.**
Please make checks payable to "City of Surprise."
Mail or deliver completed application and payment to:

***Surprise Parks & Recreation
Attn: Steve Castillo
15960 N. Bullard Avenue, Surprise AZ 85374***

Make sure to decorate your booth to match the event. A special prize will be awarded to the vendor that is voted the most festive booth.

Contract Terms: THIS BUSINESS VENDOR APPLICATION AND AGREEMENT IS SUBJECT TO ALL TERMS AND CONDITIONS HEREIN AND IN THE ATTACHED TERMS AND CONDITIONS, WHICH IS INCORPORATED BY THIS REFERENCE.

- *All vendors must set-up and be ready Saturday, October 9th, 2021 by 4:30pm.
- *Set up instructions will be emailed the week of the event. No later than Tuesday October 5th.
- *Vendors are responsible for their own set-up and break down for the event.
- *Vendors must stay the entire duration of the event.
- *Electricity is limited and will be provided on a first come first serve basis based on full payment date.

Insurance Requirements: If the Participating Vendor is selling or offering for sale any goods or services as part of its participation in the above-named event, or as reasonably requested by the City, the Participating Vendor shall provide insurance coverage, at its sole cost and expense, as follows:

- *Coverage limits: General Liability insurance - \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate;
- *Policy must remain valid through the entirety of the above-named event, and cannot be suspended, voided, cancelled, or reduced, except as permitted by the City in writing;
- *Participating Vendor shall provide a certificate of insurance and all required endorsements prior to the above-named event. Required endorsements include: (i) Waiver of subrogation against the City; (ii) The Participating Vendor's policy is primary and non-contributory; and, (iii) The City of Surprise is named as an additional insured on the policy.

*The Participating Vendor shall waive all rights of subrogation against the City and name the City as an additional insured on the policy. Further, Participating Vendor’s policy must be primary and non-contributory with respect to all other sources.

*****NO REFUNDS WILL BE ISSUED ONCE APPLICATION IS ACCEPTED.*****

This Business Vendor Application and Agreement (“Agreement”) is entered into between the City of Surprise and the “Participating Vendor,” as identified herein, to be effective upon written acceptance by the City of Surprise.

BY SIGNING BELOW, all parties hereto accept this Vendor Application and Agreement.

City of Surprise

Participating Vendor

Print Name _____

Print Name _____

Signature _____

Signature _____

Date _____

Date _____

THE BUSINESS VENDOR APPLICATION TERMS AND CONDITIONS ARE ON THE FOLLOWING PAGE(S).

BUSINESS VENDOR APPLICATION AND AGREEMENT – TERMS AND CONDITIONS

These Terms and Conditions supplement and are incorporated by reference into the Business Vendor Application and Agreement.

1. **Term; Termination.** This Agreement will remain in full force and effect until the conclusion of the event named therein. This Agreement is for the City's convenience and may be terminated with or without cause after receipt by the Participating Vendor of written notice by the City.
2. **Risk; Safety.** The Participating Vendor shall undertake all precautions reasonably necessary and shall be responsible for the safety of its employees, agents, and participants in the performance of the activities to be provided and shall utilize all protections reasonably necessary for that purpose. All activities shall be provided by the Participating Vendor at the Participating Vendor's own risk. Further, the Participating Vendor shall perform all activities so that no damage to any City building or property results. The Participating Vendor shall be responsible for paying to repair any damages the Participating Vendor caused, to the satisfaction of the City, and at no cost to the City.
3. **Performance Warranty.** The Participating Vendor warrants that its activities rendered under this Agreement will conform to the requirement of the Agreement, including these attached Agreement Terms and Conditions, and to the highest professional standards in the field.
4. **Licenses; Permits; Taxes; Workers' Compensation.** The Participating Vendor must maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Participating Vendor as applicable to this Agreement. The Participating Vendor is solely responsible for payment of all taxes and worker's compensation obligations resulting from its performance of this Agreement.
5. **Waivers.** The Participating Vendor shall execute all necessary documents required by the City, including, without limitation, any waivers that are required by the City.
6. **Indemnification.** To the fullest extent permitted by law, the Participating Vendor will indemnify, defend, and hold harmless the City and each council member, officer, manager, employee, board, commission, official, and agent (collectively, the "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), including negligence, insofar as such Claims (or actions with respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent or willful acts or omissions of the Participating Vendor or its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. In consideration of the award of this Agreement, the Participating Vendor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the activities or work performed by the Participating Vendor. The amount and type of insurance coverage required by this Agreement will in no way be construed as limiting the scope of the indemnity in this section.
7. **Governing Law.** This Agreement will be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in Maricopa County, Arizona.
8. **Conflicts of Interest.** This Agreement is subject to Arizona Revised Statutes § 38-511 and may be terminated in accordance therewith.
9. **Miscellaneous.** This Agreement contains the entire agreement between the parties. This Agreement may only be amended by the written and signed approval of both parties. This Agreement is subject to applicable public records laws. All notices shall be in writing and made by certified mail to the appropriate party at the address listed in the Agreement. Each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.