# **Vendor/Exhibitor Agreement**

By signing page 1 of the Vendor and Exhibitor Application, I agree to the following:

#### **Vendor/Exhibitor Benefits**

- 15' x 10' Exhibit Space (Vendor/Exhibitor to provide own canopy, tables, chairs, etc.)
- Vendor/Exhibitor will be listed on event map.
- Sponsorship advertising is available. Contact Jennifer Casey at jcasey.uaf@gmail.com for details.

### **Payment**

- Payment of the applicable Vendor/Exhibitor fee must be received in full by United Animal Friends no later than **May 14, 2022**.
- Woof Down Lunch is an outdoor event which will be held "rain or shine" except in the case of severe weather. No refunds of vendor fees will be made as a result of cancellation due to weather or natural disaster, acts of war or terrorism.

#### **Booth and Display Requirements**

- Set-up Saturday, May 21, 2022. Booths to be "show ready" by 9:30 a.m.
- Vendor/Exhibitor will provide all equipment needed for their display.
- **Booths must be positioned flush with the curb**. Vendor/Exhibitor shall confine exhibit to its own space. Allowances will be made for outside-of-booth storage if positioned not more than 2' from the back of the booth and not exceeding the length of the booth.
- No items of any kind may be placed flat on grass. Boxes and tent weights must be elevated by a minimum of 3". Flat items must be placed on blocks, PVC pipe or open plastic crates to ensure full air flow to the grass.
- No carpets, rugs, mats or other covering may be placed on the grass at any time. No straw, hay or like product is permitted on the grass area. In the event of rain, only burlap will be allowed on the grass.
- Nothing shall be affixed, tied to or leaning on any tree, flagpole, fence, bench or the gazebo. All items must be free-standing.
- No stakes or other objects may be inserted into the ground at any location on the Courthouse Plaza.
- Vehicles are not allowed on the I-block walkways. Equipment must be unloaded from the driveways or the street.
- Vendor/Exhibitor booth shall be manned during the event hours, 10 a.m. to 3 p.m.
- UAF will not be held liable for any loss/damage to equipment or property.
- All decorations used by Vendor/Exhibitor must be flame-retardant to the satisfaction of the local fire department.
- The consumption or sale of intoxicating beverages on the Courthouse Square is prohibited.
- Benches and tables are for use by visitors, not exhibitors or vendors.

## **Booth Tear-down and Cleanup**

- Tear-down will begin after 3 p.m. and booths must be completely disassembled and removed from the premises by 5 p.m.
- Participants are requested to place their trash in the dumpsters located at the southwest corner of the Courthouse. Public receptacles located on the Plaza are not to be used for this purpose.

#### Sales

- Vendors shall collect and remit all applicable Arizona sales tax, as required by Arizona law.
- All sales will be conducted between the vendor and the buyer.
- United Animal Friends reserves the right to request removal of any items for sale at a vendor's booth which it deems inappropriate.
- Any dog or cat food samples must be prepackaged.

#### Liability

- Vendor/Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property. The following fines will be imposed by Yavapai County and will be the responsibility of the Vendor/Exhibitor:

  - Items tied to or leaning on trees, benches, fences or statuary......\$100/occurrence
  - Crates, boxes, etc. not properly elevated 2" off grass ......\$200
- Vendor/Exhibitor hereby assumes all risks and hazards incidental to sales and exhibits.
   Vendor/Exhibitor further agrees to hold harmless United Animal Friends, Yavapai County and Prescott Downtown Partnership from any claims arising out of such sales and exhibits, whether the result of negligence or any other cause.
- Vendor/Exhibitor acknowledges that United Animal Friends, Yavapai County and Prescott
  Downtown Partnership or their officers, agents, employees or representatives shall not be
  liable or responsible for any injury, damage or loss to the Vendor/Exhibitor, their employees,
  guests or invitees that may occur during the Woof Down Lunch event or while
  Vendor/Exhibitor is in transit to or from the event.
- United Animal Friends, Yavapai County and Prescott Downtown Partnership, nor any of their members, representatives, advisors or property owners shall be held accountable or liable for, and the same are released from claim for any damage, loss, harm or injury to the person or any property of Vendor/Exhibitor or any of its officers, agents, employees, or other representatives resulting from theft, fire, water, accident or any other cause.
- Vendor/Exhibitor hereby agrees to indemnify, defend, protect and hold United Animal
  Friends, Yavapai County, Prescott Downtown Partnership and their owners, officers, agents,
  employees and other representatives or advisors harmless against any and all claims,
  demands, suits, liability, damages, loss, cost, attorney fees, and expenses of any kind which
  might result from or arise out of any action or failure to act by Vendor/Exhibitor or any of its
  officers, agents, employees, invitees or any other representatives.
- If the Woof Down Lunch event or any part thereof is prevented from being held, is cancelled by United Animal Friends, Yavapai County or Prescott Downtown Partnership, or the exhibit space applied for herein becomes unavailable because of war, fire, strike, government regulation, public catastrophe, act of God or public enemy or other cause, United Animal Friends, Yavapai County or Prescott Downtown Partnership shall not be held responsible.