

**5th ANNUAL WILD WESTERN FESTIVAL VENDOR APPLICATION
OCTOBER 15,16,17, 2010 FESTIVAL HOURS: 10am TO 6pm DAILY**

EVENT LOCATION: Sahuaro Ranch Historic Park

PHONE: Festival Office {623} 444-7121 Fax: {623} 882-9428 Direct: 623 521-3856 Email: DRBuc@cox.net

SPECIAL NOTE: Please provide picture of Booth with all Vendor Applications if available.

BUSINESS NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

CONTACT NAME/TITLE: _____

DESCRIPTION OF PRODUCTS: {Food Vendors include Menu & pricing attachment};

MISC. INFO: _____

BOOTH REQUESTS {Check space size - prices shown are for entire run of Festival, 3 days rain or shine}

<u>BOOTH SIZE:</u>	<u>CRAFT RATES:</u>	<u>FOOD RATES:</u>	<u>INCLUDED VENDOR PASSES:</u>	<u>TOTALS:</u>
10x10 _____	\$200.00 _____	\$200.00 _____	2 Passes	\$ _____
10x20 _____	\$350.00 _____	\$350.00 _____	4 Passes	\$ _____
Additional Passes available at \$5.00 Per Pass.			Additional _____	\$ _____

REQUEST QUOTE FOR LARGER SIZES: Contact Dr Buck at 623 521-3856

or Tammy Youngs at 480 703-6702

SUB-TOTAL AMOUNT: \$ _____

REFUNDABLE DEPOSIT { ** See Below For Details }

PLUS: **\$50.00**

TOTAL AMOUNT: \$ _____

PAYMENT: 50% due by July 1, 2010 to reserve space. Balance due on or before September 1st, 2010 to confirm space. Mail checks, made payable to: DRBUCK PRODUCTIONS, along with Application to: PO Box 7123, Goodyear, AZ 85338-0636 {request receipt if needed} **FULL REFUND** available if cancelled on or before August 1st, 2010... otherwise all funds are forfeited.

****DEPOSIT:** A Fully Refundable Deposit of \$50.00 is due upon Space Reservation. Said Deposit will be refunded ONLY if Vendor complies with Festival Breakdown rules & requirements. {See Breakdown Section Below} \$50.00 {Refundable} Deposit will not and cannot be credited towards Booth Rental Fee.

BOOTH ASSIGNMENT: Space location will be decided by DR Buck Productions, based on size, product and date received of completed application and payment.

MOTOR VEHICLES: Are allowed inside of the Vendor set-up area ONLY during set up times as indicated on this application. No motor vehicles are allowed on the Festival Grounds, including set-up area, during Festival hours of operation.

FOOD ITEMS/BEVERAGES: All menu items are subject to pricing review and approval. Soda and Water prices must be consistent with all Vendors. {DR Buck Productions will supply vendors with Beverage pricing prior to event}. NO ALCOHOLIC BEVERAGES WILL BE SOLD OR CONSUMED BY RENTAL VENDORS.

ELECTRICITY: There are LIMITED locations with Electricity available. Additional cost is \$50.00, please contact D.R. Buck at DRBuc@cox.net or Leave a Message at {623}444-7121, prior to submitting app., if you are requesting Electrical for your Booth.

INSURANCE: A certificate of insurance is required, naming " City of Glendale-Sahuaro Ranch Park" 9802 N. 59th Ave, Glendale AZ 85302, as additional insured. This **MUST** accompany the completed Application form. NO EXCEPTIONS!

FOOD VENDORS: Must meet all Health Dept. Requirements and are responsible for any and all Licenses and/or permits required to prepare and sell food products. Failure to do so will result in FORFEITURE OF ALL DEPOSITS MADE.

SET-UP: Thursday, October 14 from 7am till 6pm {set-up must be completed within this time frame.} NO EXCEPTIONS! {No Set-Up Allowed on Days of Festival}All Vendors MUST be Set-Up & Ready to Conduct Business by 8am on Friday, October 15, 2010

CITY OF GLENDALE: Vendors are responsible & required to obtain or have proof of current Sales Tax Licence/Permit

BREAKDOWN: Can begin no sooner than 5pm, Sunday , October 17 {At the Sound of the SHOTGUN BLAST,} On Foot Carry-Out Only! No Vehicles allowed on Festival grounds until 6pm! All Breakdown must be completed on Sunday October 17th.

VENDOR SIGNATURE

DATE

DR BUCK PRODUCTIONS

DATE

WILD WESTERN FESTIVAL

A PRODUCTION OF DR BUCK PRODUCTIONS

1. LIABILITY

Vendor agrees to indemnify and hold harmless WILD WESTERN FESTIVAL and D.R. BUCK PRODUCTIONS (Festival Management), City of Glendale & Sahuaro Ranch Park (Festival Facility), Sponsors and Festival Management's agents, officers, employees and invitee's for, from and against all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act or omission of the vendor or vendor's agents, employees, invitee's, contractors, or guests in the preparation or operation of vendor's Assigned Space (the "Assigned Space"). Vendor agrees to use and occupy the Assigned Space at vendor's own risk and hereby releases Festival Management, its agents, directors, officers, employees and invitees from all claims for damage, loss or injury to person or property which occur in the preparation or operation of the Assigned Space, including but not limited to, damages resulting from the acts or omissions of other vendors, theft, vandalism, fire and other casualty damage, or damage arising out of any defects in the premises.

Vendor shall be responsible for the supervision, control and maintenance of the Assigned Space during the entire term for which the Assigned Space is reserved or used by vendor. The Assigned Space shall be returned to Festival Management in its original condition. Vendor is liable for and agrees to pay promptly to repair any and all damage to the Assigned Space, the festival facility or to its equipment which damage is caused by vendor, or by any of vendors representatives, agents or employees.

Notwithstanding, any other term or condition of this agreement, in the event the Assigned Spaces for any reason is not available to the vendor during the term of this agreement or any portion thereof, the Festival Management's liability shall be limited to a return of any fee paid hereunder or a pro-rata portion thereof.

2. SPACE ASSIGNMENT

Festival Management cannot guarantee that it will assign vendor the festival space requested. Vendor agrees to accept the space assigned by Festival Management regardless of the date the application is received by Festival Management. Vendor further agrees to accept reassignment of Festival Space at any time before or during the festival in the event that Festival Management, in its sole discretion, deems such reassignment necessary to create a more effective festival. Festival Management shall not be liable for any damages, costs or expenses associated with any such reassignment.

3. REFUNDS

Assigned Space reservation fees will not be refunded in whole or in part in the event that Vendor does not use all or some portion of the Assigned Space, or in the event that Vendor only uses such spaces for a part of the time during which the Festival is open for what ever reason.

4. INSURANCE

Festival Management is not responsible for damage to vendor's property from accident, fire, or other such causes. All property of a vendor shall remain in the vendor's care, custody and control in transit to or from the Festival Facility.

5. NO ASSIGNMENT OR SUBLETTING

Vendor shall not assign, sub-lease, sub-contract, apportion or share the whole or any part of the assigned space. Such arrangements are absolutely prohibited and shall be deemed null and void. Failure to adhere to this paragraph 5 may result in Vendor's expulsion from the event.

6. SET UP

Vendor must have completed set-up and construction of its Assigned Space prior to the first day of the Festival. Failure to do so will result in Vendor losing its reserved space and forfeiting the Assigned space, and any reservation fees.

7. FESTIVAL HOURS

Vendor shall maintain a responsible individual or individuals in the Assigned Space at all times during the designated festival hours. Vendor shall be responsible for the conduct of any employees, agents, visitors or guests of exhibitor in or about the Assigned Space. Vendor shall cause all such employees, agents, visitors or guests of vendor to be familiar with all rules and regulations of the festival.

8. DISMANTLING EXHIBITS

Vendor shall not dismantle or remove any portion of its exposition prior to the close of the Festival. The Vendor shall not remove any of the equipment or property associated with its Exhibit prior to that time. The entire exposition and all of the Vendors property relating thereto, must be removed from the premises within 4 hours after the close of the Festival unless otherwise agreed to by the Festival Management. In the event that Vendor fails to vacate the Assigned Space within that time, Festival Management may, and is hereby authorized and made the agent of the Vendor, to remove the Vendor and all property of the Vendor situated in or about the Assigned Space and to store the same at the cost of the Vendor. The Vendor shall indemnify and hold Festival Management for, from and against any damages, costs, expenses or liability incurred in connection with such removal.

9. TAXES, LICENSES & PERMITS

All licenses, permits, sales taxes, income taxes, FICA and other taxes arising out of or in connection with Vendors use of the Assigned Space are the sole responsibility of the Vendor.

10. LEGAL COMPLIANCE

Vendor, its agents, employees, invitee's and agents, shall comply with all rules, regulations and requirements of the festival facility, the local fire marshal, the health department or any government entity having jurisdiction over the premises. Vendor may be required at the Festival Management's option to immediately cease its operations and vacate the Assigned Space if vendor's operation thereof or the conduct of its agents, employees, invitees or guests should be found to be in violation of any such rules, regulations or requirements.

11. LOST SHIPMENTS

Neither Festival Management nor the owner or operator of the Festival Location shall be liable or otherwise responsible for lost shipments to or from the Festival or for any type of moving costs, including damages incurred in the course of moving. IF FOR ANY REASON VENDORS EXPOSITION FAILS TO ARRIVE OR VENDOR IS OTHERWISE UNABLE TO SET UP ITS EXHIBIT, VENDOR IS NEVERTHELESS RESPONSIBLE FOR THE PAYMENT OF ALL VENDOR SPACE, RESERVATION FEES.

12. SAFETY RULES

a.) Vendors shall take all necessary precautions for the safety of its personnel, other vendors and all other persons upon the premises and shall comply with all applicable provision of federal, state and municipal safety laws, building codes and ordinances to prevent accidents or injuries.

b.) All decorations of papers, corrugated paper, crepe paper, drapes and all cloth must be flame proof to meet the standards of the local fire department.

c.) Decorations around fire extinguishers, standpipes, or exhibits must be placed so as not to interfere with the accessibility to, or view of the same.

13. REMOVAL OF EXHIBITS BY FESTIVAL MANAGEMENT

Festival Management reserves the right to prohibit vendors

1.) Which, in Festival Management's sole judgment, may detract from the general character of the festival.

2.) If the business or exposition carried on by the vendor or the manner of conducting the same, is not as represented at the time of entering into this agreement or is not in keeping with the tradition or character of the festival.

3.) If the exposition was entered under false pretenses or

4.) If the exposition is in violation of any of these rules and regulations.

If a vendor is prohibited under the terms of this paragraph or because of a violation of any of the terms thereof, Festival Management shall have the right, but not the obligation to remove the vendor or any banner, advertising matter, or other property of the vendor situated in or about the Assigned Space, and such removal shall be at the cost and expense of the vendor and vendor shall immediately reimburse Festival Management for any costs or expense incurred by Festival Management in so removing vendors exposition or portions thereof. Under such circumstances, vendor shall not be entitled to a refund of monies paid to Festival Management under the terms of this agreement.

14. PROVISIONS AND DISPUTES

Each provision of this agreement is declared to be severable from every other provision. If any provision is held invalid, such invalidity shall not affect any other provision and any other provision ad all other provisions shall remain in full force and effect as if the invalid provision had not declared herein.

All matters or disputes not covered by this agreement shall be resolved by Festival Management. In the event of any dispute regarding the implementation of this agreement, vendor agrees to abide by the resolution, decision or ruling adopted by Festival Management.

15. SHOW CANCELLATION

It is agreed that if Festival Management, in its sole discretion deems that circumstances have arisen which dictate cancellation of the festival, vendors space reservation fees shall be refunded in full, but Festival Management shall not be liable or otherwise responsible for any costs, damages, or expenses resulting directly or indirectly from such cancellation. It is further agreed that if Festival Management is unable to deliver the festival space as a result of the destruction by fire of the festival facility, acts of God, strikes or the authority of the law, or as a result of any other causes beyond the control of Festival Management, vendors space reservation fees shall not be refunded in whole or part, and Festival Management shall not be liable or otherwise responsible for any costs, damages, or expenses resulting directly or indirectly from the failure to deliver the festival space for the reasons set forth herein.

16. LEGAL FEES AND COSTS

In the event that Festival Management is involved in any legal action in which it seeks to enforce any of the terms or provisions of this agreement. Festival Management shall be entitled to recover all of its reasonable costs and expenses including reasonable costs of collection and reasonable attorneys' fees.

17. MISCELLANEOUS

This agreement

a.) Contains the entire agreement between parties regarding the subject matter discussed herein,

b.) May not be modified in any manner nor may any rights herein be waived except by an instrument in writing signed by the party to be charged in such modification or waiver.

c.) Shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and,

d.) Shall be construed in accordance with and governed by the laws of the state of Arizona.