



# PHOENIX CHINESE WEEK

Promote our culture

Unite our communities

Educate our children

## 2020 PHOENIX CHINESE WEEK FESTIVAL VENDOR AGREEMENT

This Agreement is made and entered into by \_\_\_\_\_, hereinafter referred to as "Vendor", and Phoenix Chinese Week, hereinafter referred to as "PCW," through their respective appropriate Officers, undersigned for the 2020 Chinese Week Festival, hereinafter referred to as "Event."

1. **DURATION.** This Agreement for the Event shall commence on February 6th, 2020 and shall terminate on February 9th, 2020. The 2020 dates of the Festival itself are: February 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup>.
2. **RELEASE & WAIVER OF LIABILITY.** As further specified with respect to the provisions of this Agreement and also in the separate Release and Waiver of Liability Agreement, the Vendor shall hold PCW harmless, and shall defend PCW, its officers, volunteers, participants, and providers of site/services, from and against any and all loss, injuries, damages, claims, penalties, fines, legal actions (including costs and expenses as may be incidental thereto), which may be asserted or brought against PCW by any individual or entity arising out of or occurring during the performance and duration of this Agreement; Vendor shall also hold harmless the City of Phoenix, Phoenix Sister Cities Commission, and Phoenix Parks & Recreation Department in an exactly like manner.
3. **NON-REFUNDABILITY.** Vendor's fee(s) in full amount shall be paid when Application for such participation in the Event is submitted. There are NO refunds for any reason. If PCW does not accept the Application, the check will be returned. Fees and penalties will be assessed by PCW on any check returned by our financial institution(s) for insufficient funds or for any other cause.
4. **CHANGES.** Any change in tent/table or ride location or configurations must be approved by the Event Coordinator. Tables, chairs, or other appurtenances may NOT be moved regardless of whether or not such is occupied unless this occurs with the consent of the Event Coordinator.
5. **PERMISSIONS.** All permits, licenses, certificates, insurances and associated documentation as may be required by City, State, or other authorities, or by PCW, for this Event are the responsibility of the Vendor.
6. **INSURANCE.** Vendors must provide evidence of current comprehensive broad form public liability coverage PRIOR to Event commencement listing as additional insured: Phoenix Chinese Week, City of Phoenix, Phoenix Sister Cities Commission, and Phoenix Parks & Recreation Department.
7. **ELECTRICITY.** Provision on site is solely by PCW authorization. Vendor is responsible to secure all approved electrical lines with duct tape to ensure safety. With prior approval/permits, Vendor may use their own generators but such must be placed in compliance with fire & safety requirements and may not interfere with any walkways/pathways; all cords must be taped securely. Copies of permits must be submitted and displayed. Any violations may result in immediate termination of rights, removal from Event, and forfeiture of fees paid. If generators are no longer allowed by governmental regulations, electrical sources may be limited in availability and will require additional fees; early application is advised. One twenty (20) amp circuit at 120 volts per Vendor is available for a rental fee of \$50. Food trucks must provide their own generators.
8. **EQUIPMENT/USAGES.** CO2 or any other tanks, and all equipment of Vendor, must be securely fastened; all approved generators must be installed, if permitted, with all applicable codes of City, State, PCW and site authorities. PCW, site, or governmental/regulatory staff may stop any hazardous activity or equipment usage deemed unsafe and hazardous to health and Vendor shall comply immediately.
9. **RESPONSIBILITY.** Vendor shall be responsible for the condition and any damage to Tent, Table, Chairs, or any other items provided by PCW, and shall reimburse PCW for any costs related thereto.
10. **APPROVALS.** PCW and its Event Coordinator, both at submittal of Application and at set-up on site, must approve ALL Rides and ALL Goods. At sole discretion of PCW, Vendor shall cease and desist from any activity or items/equipment deemed not in accord with PCW rules or safe usages.
11. **PROHIBITION.** NO LIVE ANIMALS are permitted for sale, for gift with a purchase, or by any other means of distribution unless specifically approved in advance by written application to PCW. There are NO exceptions; enforcement shall be immediate and any costs associated with compulsory removal from site shall be borne by Vendor.
12. **FOOD & BEVERAGES.** PCW reserves the exclusive right to sell food, snacks and drinks except as specifically approved by confirmation of PCW in writing when a Vendor Application is accepted; in event of any overlap or conflict in items offered, PCW reserves priority to itself for sales.
13. **NO CUSTODIANSHIP.** PCW shall NOT be responsible to handle, care for, or in any other way be custodian of any merchandise, equipment, or property of Vendor at any time, nor shall PCW be liable for any losses or damages thereto.
  - 13a – At close of each day of the Event, Vendors shall completely enclose or cover their area in a secure manner.
  - 13b- PCW provides security during these hours:
    - 13.b.1 from 4:00 p.m. on Thursday evening, February 6th through 9:00 a.m. of the next morning;
    - 13.b.2 from 4:00 p.m. on Friday evening, February 7th through 9:00 a.m. of the next morning; and,

