

Flagstaff Habitat for Humanity Presents

The First Annual Rock the House

Food and Vendor Application

September 12, 2009

11:00 AM – 8:00 PM

Foxglenn Park

Flagstaff, AZ

Phone: 928-606-7600

Fax: 928-526-9540

Jennifer@peakeventsaz.com

3616 E Foxlair

Flagstaff, AZ 86004

www.flagstaffhabitat.org

2009 Rock the House

TERMS & CONDITIONS FOR ALL EXHIBITORS

Please read the following and sign below to indicate your agreement to abide by and follow the terms and conditions listed herein.

Flagstaff Habitat for Humanity presents the annual Rock the House for the public and reserves all rights as producers. Any reproduction, rebroadcast or commercial use of any portion of the event, in whole, or part, in any form, without permission of Flagstaff Habitat Humanity is strictly prohibited.

- A. **Exhibitors shall submit the required booth fees with COMPLETED application. Booth space must be manned all day and then cleared of all paper, boxes, etc.** LEAVING WITHOUT BEING CHECKED OUT BY AN EXHIBITOR COORDINATOR IS GROUNDS FOR EXCLUSION FROM FUTURE EVENTS. All vendors must take down and remove booth and clean area by 11:00 pm, September 12th.
- B. **All business or other activity for which the exhibitor has rented space must be conducted within the designated booth space ONLY. No distribution, canvassing, handling out fliers, nor vending of any kind may be done outside of the designated rented booth space area.**
- C. THE SALE OF ALCOHOL IS STRICKLY FORBIDDEN.
- D. SECURITY: Security will be provided by Flagstaff Habitat for Humanity Friday September 11th starting at 6 pm through Saturday September 12th ending at 9 am. Flagstaff Habitat for Humanity is not responsible for items left inside or outside of booth at anytime.
- E. Exhibitors must price legibly and visible to the general public at all times.
- F. Exhibitors must supply their own equipment to support their booth. Flagstaff Habitat for Humanity will not provide any equipment. Very limited electricity is available at the event. We will only provide electricity to food vendors at this time.
- G. Set Up/Take Down: Vendor check in will be Noon Friday September 11th. Booths must be operational at 10:30 am September 12th and remain open until at least 5 pm. Event closes at 8 pm. Food vendors must remain open until 7:00 pm.
- H. GARBAGE: All garbage must be taken to the dumpsters at ALL TIMES during the event. Boxes must be broken down and taken to the dumpster location. Vendors must supply their own containers and plastic bags for their location, including recycling bins.

- I. All electrical equipment and appliances must conform to the UNIFORM FIRE CODE OF COCONINO COUNTY.
- J. PERMITS: You are required to obtain and display all necessary permits and/or licenses in order to operate on the Festival grounds. City of Flagstaff requires a tax license for all vendors. City of Flagstaff Sales Tax office # 928-779-7685. If you are forced to close by any government agency for failure to obtain and display your necessary permits and/or licenses, Peak Events LLC is not liable and will not refund ANY fees.
- K. **INSURANCE: YOU MUST PROVIDE PROOF OF GENERAL LIABILITY INSURANCE NAMING FLAGSTAFF HABITAT FOR HUMANITY AS ADDITIONALLY INSURED OR ENCLOSED RELEASE FORM.**
- L. REFUNDS: Your booth fee is NON-REFUNDABLE unless cancellation, in writing, is received by Flagstaff Habitat for Humanity 30 days prior to the Festival date.

Applicant understands that Flagstaff Habitat for Humanity has legal possession and control of Foxglenn Park pursuant to agreements with the City of Flagstaff Parks and Recreation Department. Applicant further understands that any use granted by Flagstaff Habitat for Humanity is a license to occupy only, and is not coupled with an interest in the property. Flagstaff Habitat for Humanity reserves the right to terminate this license to occupy at any time during the applicant's use of it, if in the Flagstaff Habitat for Humanities determination:

- 1) the applicant creates a nuisance to any other of the licensees or guests; 2) the applicant is found to have changed or added to the uses set forth in this application; 3) the applicant has falsified any of the statements of this application; 4) the applicant's use of space violates any governmental laws or ordinances, or interferes with the orderly and successful conduct of the Festival.

Flagstaff Habitat for Humanity reserves the right to place exhibitors on the Festival grounds according to the master plan, and is done on a first come, first serve basis. Therefore, any cancellations by exhibitors based on dissatisfaction of booth placement will subject exhibitor to forfeiture of all booth fees. There will be a limited number of "same kind" exhibitors. All exhibitors must submit a list of selling items. In the event of an excessive number of "same kind" applications, Flagstaff Habitat for Humanity reserves the right to request an applicant to change or alternate selling items. Exhibitors agree NOT to sell or distribute items listed as "exclusive" to Flagstaff Habitat for Humanity.

I HAVE READ THE ABOVE TERMS AND CONIDITIONS FOR THE ROCK THE HOUSE. I AND ALL PERSONS ASSOCIATED WITH MY BUSINESS/ORGANIZATION SHALL COMPLY WITH THE TERMS AND CONDITIONS HEREIN.

Dated this _____ day of _____, 2009

Business/Organization Name: _____

Contact Name: _____

Contact Signature: _____

ADDITIONAL TERMS AND CONDITIONS FOR FOOD VENDORS

All food vendors must meet and follow all Coconino County Health Department guidelines regulating public health and sanitation. You must also obtain and possess a Coconino County Health Department operator's permit. PROPER FIRE EXTINGUISHERS WITH CURRENT CERTIFICATION IS A MUST!

THE HEALTH DEPARTMENT WILL BE PRESENT THE DAY OF THE FESTIVAL!

All food must be contained and stored within the allotted space provided, off the ground. Running water is not provided. You must bring your own, and provide appropriate cleaning materials. Standard Festival trash containers MAY NOT BE UTILIZED for food waste. Food waste must be properly disposed of, i.e. grease and oil dispensers. Use of glass to serve food is expressly prohibited. With this application all food vendors must provide a detailed list of food to be sold. Once submitted to Flagstaff Habitat for Humanity, you may not add additional items to be sold without the written consent of Flagstaff Habitat for Humanity.

I HAVE READ THE ABOVE TERMS AND CONDITIONS FOR THE ROCK THE HOUSE EVENT. I AND ALL PERSONS ASSOCIATED WITH MY BUSINESS/ORGANIZATION SHALL COMPLY WITH THE TERMS AND CONDITIONS HEREIN.

Dated this _____ day of _____, 2009

Business/Organization Name: _____

Contact Name: _____

Contact Signature: _____

2009 Exhibitor Worksheet

Electricity is not provided with Exhibitor Space rental. Electrical availability is limited to food vendors only. Please include all electrical needs on this worksheet. We cannot guarantee late electrical requests will be filled.

Category	Price	Early Bird Post Marked by July 1, 2009	Final Post Marked By August 1, 2009	Write In Amount
Retail Space	10' x 10'	\$110.00	\$150.00	
Food Space	10' x 10'	\$135.00	\$175.00	
Electrical <i>Total Amperage</i> _____ Please attach detailed electrical usage by device – After 8-1, late fee of \$50 applies.	110 volts 20 amps		\$50.00	
	220 volts 20 amps		\$90.00	
TOTAL RENTAL SPACE FEES:				

Make checks payable to: **Flagstaff Habitat for Humanity**

Mail checks to:

3616 E. Foxlair

Flagstaff, AZ 86004

The ability to sell the “event sponsors” non-alcoholic beverage will require the sale price to be the same as Flagstaff Habitat for Humanity’s selling price.

ROCK THE HOUSE

THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES.
READ IT CAREFULLY BEFORE SIGNING.

Participant's Name: _____
Event: Rock the House
Location: Foxglenn Park, Flagstaff, AZ, 86004
Date: Saturday September 12th, 2009

In consideration of being allowed to participate in this event, I, _____:
(Print name)

1. **Acknowledge and fully understand** that I will be participating in activities that may or may not involve risk of serious injury, permanent disability, property damage and/or death. These risks may result not only from my own actions, inaction or negligence, but also from the actions, inactions or negligence of others. Further, there may be other risks not known to me, or not reasonably foreseeable, such as disability or death.
2. **Assume all the forgoing risks and accept personal responsibility** for any damages following any such injury, permanent disability, property damage, or death.
3. **Release, waive, discharge, and covenant** not to sue Flagstaff Habitat for Humanity, Peak Events LLC and the City of Flagstaff, its officers, employees, and agents and their heirs, administrators, and executors, from demands, losses or damages on account of injury, including death, or damage to property, caused or alleged to be caused in whole or in part by the negligence of any person or otherwise, myself and my spouse, if any, and our heirs, successors, and assigns.
4. **Understand that** Flagstaff Habitat for Humanity, Peak Events LLC and the City of Flagstaff will not be responsible for damage or theft of property owned by me or in my care and custody.
5. **Understand that** Flagstaff Habitat for Humanity, Peak Events LLC, and the City of Flagstaff does not provide medical coverage to a participant if injured while participating in the event described above or attendant activities. Any medical costs incurred as a result of this activity will be my financial responsibility.
6. **Acknowledge that I have read the VENDOR POLICIES** and understand its contents and agree to abide by these policies.
7. **Acknowledge that I have read the above RELEASE FORM** and understand that I have given up substantial rights by signing it, and sign it voluntarily.
8. **Acknowledge that I have attained the age of 18, am not under any guardianship or conservator-ship, and I have the legal capacity to enter into this agreement.**

Participant's Name (print): _____

Mailing Address: _____

State: _____ Zip Code: _____ Home Phone: () _____ Work Phone: () _____

I verify that the above information is true and correct.

Participant's Signature

Date

Return Release Form by July 1, 2009 w/application to Peak Events LLC, 3616 E. Foxlair, Flagstaff, AZ 86004. If you have any questions regarding this release form, please contact Jennifer Grogan 928-606-7600.