



## Terms and Conditions 2010

1. All vending spaces are sold on a first come, first serve basis. All Vendors must be approved by the TPF director in charge of the event.
2. Vending space locations will be assigned by the vending coordinator and approved by the event director.
3. Load in and out times are determined by the event coordinator and will be provided to the vendor 15 days in advance of the event.
4. THE EVENT WILL BE HELD RAIN OR SHINE.
5. **The Vendor is required to carry general liability insurance that will cover the event sponsors and the City of Tucson, a copy kept at the vending table, any health permit and a city of Tucson business license as applicable.**
6. The Tucson Police Foundation (TPF), the Tucson Police Department (TPD) and the City of Tucson (COT) and its members are not responsible for any loss or damage you may incur.
7. All vending spaces provided may not be transferred, reassigned, split or shared without permission from the Event Coordinator. If a vending space is shared without permission an additional charge or the full amount of the space used will be charged to the assigned vendor.
8. The Event Director reserves the right to refuse rental space to any vendor for any reason other than race, creed, national origin, sex, sexual preference, physical handicap or an other reason by law.
9. All vendors assume all risk of any loss, injury, or damages. The vendor by signing this contract assumes all risks and agrees to all stated terms and conditions of this contract and holds the Event Director who represents the Tucson Police Foundation, the Tucson Police Department the City of Tucson Parks Department, and the City of Tucson and all of its employees shareholders, or any other agents harmless from any claims for such loss, damages, injuries or any claim in reference to or associated with the event.
10. The Vendor will not promote, display, possess or sell any product or merchandise that violates any Federal, State, or Local laws and ordinances regarding the sales of specialty items or trademark logos. The Vendor may not display or possess anything that may contain nude photos, juvenile pornography, or any racial, sexually offensive items or items shocking to the conscience.
11. All Vendors are responsible for their own trash to be discarded in supplied trash cans and receptacles. If the Vendor fails to do this, the Vendor will be subject to a \$100 dollar cleaning fee. If the fee is not paid the Vendor will be prevented from showing at future events until the fee is paid.
12. Any refunds will be made at the discretion of the Event Director.
13. Vendors are responsible for all rental equipment used in their vending space. Any damages or loss caused by the vendor will be the responsibility of the vendor to resolve.
14. The undersigns, agrees and understands that all applicable state and local taxes will be collected and sent by the vendor to the proper government agencies. All Vendors **shall** have proper licenses and permits to conduct business, however the Vendor fee for the City of Tucson will be incorporated into the cost of the space.
15. Security will be provided by the event by the Tucson Police Foundation. As such we are not responsible for missing items, we recommend that you double check to make sure all of your items are secured during the event and properly accounted for at event close.
16. If you sell cars, motorcycles, RV's, or boat trailers you must have an off-premise display and sale licensed from the State of Arizona, in order to sell these items at the event. Written permission must be obtained from the Event Director before this can take place.
17. All Fire, Safety, Health, and Criminal Codes shall be complied with. **All Food Vendors are required to have their Health Permits at the location along with their business license.**
18. BOOTH AND BULK SPACE DOES NOT INCLUDE: exhibitor space cleaning, unpacking, repacking of exhibit material, special rigging and equipment service, storage of exhibitor material prior to set up, during the show or after breakdown, electricity/telephone/internet service, or specialized equipment such as forklifts etc.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_