



# TUBAC FESTIVAL OF THE ARTS

## Application/Contract for Vendor Space

**2011  
FOOD**

### Vendor Information *(Please type or print clearly)*

Vendor Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Type of Food (include menu with prices): \_\_\_\_\_

**Booth Space Order:** Standard food booth space is 10' x 15'. Equipment and supplies are vendor's responsibility.

Size of your mobile unit/tent: Width \_\_\_\_\_ Length \_\_\_\_\_ Height \_\_\_\_\_

Additional space for awnings: Ends \_\_\_\_\_ Sides \_\_\_\_\_ Service from:  End  Side

Total space needed (including unit, awnings, serving, storage): Width \_\_\_\_\_ Length \_\_\_\_\_ Height \_\_\_\_\_

Electrical requirements: Volts \_\_\_\_\_ Amps \_\_\_\_\_ # of plugs \_\_\_\_\_ Water hookup:  Yes  No

### Mark your choices in the squares below and enter dollar amounts on the right

Single booth space 10' x 15' @ \$1,000..... \$ \_\_\_\_\_

Extra booth space required: \_\_\_\_\_ linear feet @ \$50 per foot..... \$ \_\_\_\_\_

Electricity - 120 volt/20 amp/single plug circuit: \_\_\_\_\_ # of hookup(s) at \$50 each ..... \$ \_\_\_\_\_

Electricity - 220 volt/50 amp/single plug circuit: \_\_\_\_\_ # of hookup(s) at \$100 each ..... \$ \_\_\_\_\_

I am enclosing the Non-Refundable \$30 Application Fee ..... \$ \_\_\_\_\_

**Total Amount Due For Application, Electricity and Booth Fees Listed Above \$ \_\_\_\_\_**

#### Application Checklist:

- Application Form (signed)
- \$30 non-refundable application fee
- Booth fee
- Electricity fee
- Festival menu with prices
- 1 labeled photo showing booth
- self-addressed, stamped envelope for jury notification

#### Mail Application Materials To:

Tubac Chamber of Commerce  
Attention: 2011 Festival of the Arts  
P.O. Box 1866, Tubac, AZ 85646

**Email:** artfestival@tubacaz.com  
**Website:** www.tubacaz.com  
**Phone:** 520.398.2704

#### PLEASE MAKE CHECK PAYABLE TO: Tubac Chamber of Commerce

*(Please do not postdate check. Check will be deposited upon receipt.)*

I hereby apply for booth space in the 52nd Annual Tubac Festival of the Arts on **February 9-13, 2011**. I have read the rules (on back) governing the Tubac Festival of the Arts and agree to abide by these and all Festival rules. I understand that there are no refunds, rain checks, or extended show dates due to inclement weather. I understand that there are no refunds for cancellations after December 10, 2010.

**Applicant Signature:** \_\_\_\_\_

Vendor Requests: The Tubac Chamber of Commerce will try to accommodate special requests, but is under no obligation to do so.

**APPLICATION DEADLINE: POSTMARKED OCTOBER 30, 2010**

## Official Rules for Food Vendors – 52nd Annual Tubac Festival of the Arts

1. The 52nd Annual Tubac Festival of the Arts, the “Festival”, will be presented by the Tubac Chamber of Commerce, the “Chamber”, in Tubac, Arizona on **February 9, 10, 11, 12, and 13, 2011 from 10:00 am to 5:00 pm daily.**
2. **Vendor agrees** that, if accepted by the Chamber for the 52nd Annual Tubac Festival of the Arts, the Chamber is under no obligation to rent booth space to the Vendor in future Festivals. Booth locations will be rented and assigned in accordance with the best interest of the Festival, which the Chamber at its sole discretion shall have the right to decide.
3. **Only menu items authorized by the Chamber will be allowed for sale at the Festival.** Any Vendor found selling unauthorized items will be asked to vacate his/her booth space immediately and shall do so with no refund of booth fees.
4. **Vendor agrees to occupy booth space as assigned, and to be opened and staffed during all regular festival hours.** In the event that the Vendor shall not occupy or staff said space, then the Chamber is expressly authorized to occupy or cause said space to be occupied in such a manner as it may deem best for the interest of the Festival without any refunds or allowances whatsoever to the Vendor and without in any way releasing the Vendor from any liability there under. The Vendor also agrees not to sublet or apportion to anyone else said space. Vendor is allowed to have helpers assist in preparing and selling food.
5. **It is the sole obligation of the Chamber to furnish an outdoor booth space.** There are no refunds, rain checks, or extended show dates due to inclement weather. The Chamber is not obligated to provide other services of any nature.
6. **Vendor shall be liable** for delivery, handling, erection and removal of his/her own displays and equipment. All displays, equipment, food and supplies must be contained within the assigned booth space.
7. **Liability Insurance** must be obtained by the Vendor at the Vendor’s own expense. Vendor must provide a “Certificate of Liability Insurance” naming the Tubac Chamber of Commerce as additional insured for the Festival dates of February 9 through 13, 2011. Such insurance coverage shall be in the minimum amounts of \$1,000,000 for the injury or death of any one person in any one accident or occurrence, \$1,000,000 for the injury or death of any number of persons in any one accident or occurrence, and \$250,000 for property damage in any one accident or occurrence; and both the Vendor and the Chamber shall be insureds thereunder. **Failure by the Vendor to provide a certificate of liability insurance by February 8, 2011 will result in cancellation of acceptance to the Festival and forfeiture of booth fees.**
8. The Vendor agrees to save and hold harmless the Chamber and all of its representatives from all cost and damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or non-performance of any provision of this agreement.
9. **The Chamber will not be liable** for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to acts of God, public enemy, strikes, statutes, ordinances or any legal authority, or any other cause beyond the Chamber’s control.
10. **Electric usage** will be monitored during the Festival. The Chamber cannot guarantee additional electricity beyond what is requested and authorized in this application. If Vendor is found to be using unauthorized electricity, the Vendor’s unit will be disconnected immediately. Generators are not allowed.
11. **All pertinent Fire Codes, laws, ordinances and regulations** pertaining to health, fire prevention and public safety shall be strictly obeyed. Nothing shall be nailed, stapled, taped or otherwise fixed to any community or private property.
12. **Vendor will be required** to have any and all business licenses, permits and requisite insurance that are needed for his/her operation.
13. **Health Permits:** Food vendors are required to have a temporary food permit from the Santa Cruz County health department, (520) 375-7900. The permit fee is currently \$75.
14. **Payment Terms:** Applicants must submit a check or money order including the non-refundable \$30 application fee and the appropriate booth fees with their application/contract for booth space. Applications received without a check for application and booth fees will not be considered. Checks will be deposited upon receipt. Jury notification will be November 22, 2010. Rejected applicants will receive a 100% refund of booth fees with notice of rejection.
15. **Cancellation Policy:** Booth fees are refundable if the Tubac Chamber of Commerce office is notified of cancellation **in writing by December 10, 2010.** Cancellations after December 10, 2010 will result in forfeiture of booth fees.
16. Vendors agree to obtain written permission from the Chamber prior to using the Tubac Chamber of Commerce logo, Tubac Village logo or any photos/art from the Tubac Chamber’s website in connection with their business.
17. Vendors agree to allow the Chamber to use their photos and application materials for promotional purposes.
18. **This Contract** constitutes the entire contract between parties and no waivers, modifications or amendments shall be valid unless written upon or attached hereto and shall be approved in writing by the Tubac Chamber of Commerce.