

Service / Craft / Retail Vendor Application 2010

Phoenix Faerie Festival 4

Estrella Mountain Regional Park
14805 West Vineyard Avenue Goodyear, AZ 85338

Application DEADLINE AUGUST 30th 2010

Event Dates November 20th & 21st 2010

Event Hours – Saturday 10am-9pm Sunday 10am-4pm

Expected Attendance 3000+

Estrella Park is a **NO DRIVE ON / NO STAKE PARK**

All booth and display structures must be free-standing and securely weighted.

****Be prepared to haul your goods in**

*****NO PARKING ON THE GRASS AREAS**

*****NO PARKING OF UNAUTHORIZED VEHICLES INSIDE THE EVENT PERIMTER DURING FESTIVAL HOURS (VIOLATORS WILL BE TOWED AT OWNERS EXPENSE)**

We have been known to have high winds in Goodyear. Be prepared to use weights, covered water buckets, concrete or sand/gravel bags to hold your canopy or other structure in place. See our Official event web site for suggestions.

**** There are no lights and no electricity available for vendors. If you want to stay open past sunset in order to take full advantage of the extended event hours, then you must provide your own power source and lighting for your booth on Saturday Night.**

Please return only pages 2 thru 8

You are invited to apply
For a Merchant Space at the
Fireland Faerie Nation Inc

Phoenix Faerie Festival 4

November 20th & 21st 2010

We are proud to announce this 4th Annual event, to be held
November 2010 Goodyear Arizona 10am-9pm Saturday - 10am-4pm Sunday
On the beautiful grounds of
Estrella Mountain Regional Park
14805 West Vineyard Avenue Goodyear, AZ 85338

Criteria for participation

Each vendor will create a booth or cart that will blend with the organic nature or fantasy theme of this event. All vendors and staff are to be costumed complimenting the event theme (nature spirits, faeries, elves, gnomes etc)

Applicants should send a detailed drawing or photo of your intended booth design. The rendering of your booth must include frontal and sidelong views of your booth along with any roofing treatments. Booth treatments may be built and secured around canvas pavilion type EZ Up canopies or tents. But all modern / metal legs and support beams should be disguised.

Criteria for Crafts

All items to be displayed and sold as crafts are to be handmade and must receive approval by our committee.

ALL Retail Items must be pre approved

You must submit photos (Physical or Digital CD/Web Site) of your product to

firelandfaerienation@gmail.com

or snail mail Fireland Faerie Nation Inc PO Box 45156 Phoenix AZ 85064

Fees and Payment Schedule

Upon review and acceptance of your application, your payment in full will be due.

Merchant Fees at a Glance / Includes \$25 Required Park Fees

Hand Craft

10x10 Hand Craft space \$225.00

10x20 Hand Craft space \$325.00

10x30 Hand Craft space \$425.00

Additional Space over 300 sq ft = \$10 per sq ft

Retail

10x10 Retail Space \$325.00

10x20 Retail Space \$425.00

10x30 Retail Space \$525.00

Additional Space over 300sq ft = \$10 per sq ft

NON RETAIL - Hair Braiders / Face Painters / Make Up & Special Effects **Application Only** / Palm Readers
Etc...

10x10 Service Booth Space \$175.00
10x20 Service Booth Space \$225.00
Additional Space \$10 per sq ft

Traveling Push Carts and Wandering Vendors. Push Carts must be "moving" to qualify as a pushcart
\$200.00 ea + 10% of daily sales totals excluding tax
_____ Total Push Carts _____ Total Wandering Vendors

10x10 Non-Profit Org \$150.00 upon approval of your fund raising product or participation activity

Game or Activity Booths (Note: we do not permit games or activities involving balloons)

10x10 Space \$150 upon approval
10x20 Space \$225 upon approval
Additional Space \$10 per sq ft

Please submit a complete description of your game or activity / booth / play cost / prizes

Your approved application comes with 4 staff passes

Additional staff passes \$5.00 each. I need _____ Additional passes

Please Type or Print Clearly

Referred By _____

Owner Name: _____

Business Name: (Please Complete) _____

Business Phone Number _____

Cel Phone Number _____

Booth Name (as you want it to appear in the program) _____

AZ Resale for Retail Merchants #: _____

AZ Privilege Tax ID# _____

Address: _____ City: _____ State: _____ Zip: _____

Booth Size _____ Booth Fees \$ _____

Email _____

OK to release to potential customers Phone Only Address Only Web Address Only All OK None

Program Ad Sizes and Rates

- Full Page (Full Color) - \$150
- Half Page (Full Color) - \$100
- Quarter Page (Full Color) - \$75
- 2x3 Business Card Size- \$55 b/w \$65 color

Sidebar Web Banner

- Standard Web Add 120 x 60 pixels \$50.00
- Standard Plus Web Add 120 x 90 pixels \$100.00
- Large 120 x 240 pixels \$150.00
- Skyscraper Vertical 120 x 600 pixels \$200

I have read the Phoenix Faerie Festival Vending Agreement contained within this packet and agree to the terms within.

VENDING COSTS AND ADVERTISING TOTAL

Please add up all the costs checked above and write in on line below:

\$ _____

Category of Participation: *Crafts* _____ *Retail* _____ *Activities/Games* _____ *Services* _____

Points of Sales Requested: #Cart _____ # Wandering _____ #Booth _____

Your display plans: Because this is such a specialized event, we ask that you spend some time creating a display that will reflect the enchantment and organic nature of the Faerie Realms.

Set up begins on Friday November 19th at 8AM

1.) Exhibitor agrees to abide by all applicable laws, ordinances and regulations pertaining to health, fire prevention and public safety. Craft Vendors are recommended to have a general commercial liability policy of insurance showing onsite coverage and food vendors are required to sign the Waiver of Liability and Hold Harmless Agreement and if you are a food vendor, to have all proper health permits and insurance naming Fireland Faerie Nation Inc, the Maricopa County Estrella Mountain Regional Park and the City of Goodyear as additional insured.

2.) Fireland Faerie Nation Inc. and or Western Gates Faerie Realms LLC reserves the right to deny sale of any items not listed on your application.

3) The Vendor must remain open until 6 pm on Saturday (and may remain open till 9pm on Saturday) unless weather dictates an earlier booth breakdown. Vendors will be permitted to start setting up at 8am Friday November 19th, and must be broken down and off event site by noon on Monday November 22nd. **Note: Tear down begins at 4:30pm on Sunday after event closes at 4pm and attendees are off the grounds.**

4.) Exhibitor shall keep the booth area in a clean and sanitary condition at all times. Vendor shall be responsible for removing any and all trash. **Vendors will conceal all camping or personal items during operational event hours.**

5.) Exhibitor agrees to stock sufficient inventory, supplies or commodities to adequately service the anticipated 3,000+ attendees at the festival.

6.) Exhibitor is responsible for providing the entire contents, decorations, costumes and fixtures needed to complete their booth; including but not limited to: Tent (Class 'A' fire retardant FD approved), tables, chairs, display racks, etc.

7.) Exhibitor agrees to indemnify and hold harmless The Phoenix Faerie Festival / the Fireland Faerie Nation Inc. / Western Gates Faerie Realms LLC, its presenters, agents and employees and Estrella Mountain Regional Park from any and all claims, causes of action suits, damages, theft, injuries and losses to any person or goods arising , compromise and release of any claims, demands, causes, actions and causes of actions known or unknown.

9.) Festival enclosure in which the festival is to be produced, being before or during the festival, destroyed by fire or other calamity, or by any Act of God (including but not limited to weather), public enemy, strikes, statutes, or any other cause. Western Gates Faerie Realms/Fireland Faerie Nation Inc has the option to cancel the festival by October 31st 2010

10.) Exhibitor understands that upon confirmation and payment, vending booth fees are non-refundable.

11) (forbidden) Sale of Animals / Pets • Guns, or other mechanical weaponry • (Swords, Knives, Crossbows, Pirate Pistol Replicas etc, permitted only **with prior approval**)

12.) All merchant and concession vendors must have a fire extinguisher on hand at all times

13.) This agreement constitutes the entire contract between the Phoenix Faerie Festival and the exhibitor. No changes shall be valid unless all fees and costs that the festival incurs, whether or not legal action is instituted. Venue for such action is hereby agreed to be in Maricopa County.

I understand and agree with all conditions of this contract.

Signature of Exhibitor Date

Past Show Experience:

Please tell us of other shows at which you have been a vendor

Event Name

Date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Make all checks and money orders payable to;
Fireland Faerie Nation Inc. :

Mislabeled checks will be returned and cause delays in processing your application

Under Notations: Phx Faerie Festival 2010 Booth

Did you remember to Complete the application in full?

***Include photo of your product (physical, digital CD) or drawing?**

***Include Booth drawing and/or photograph?**

If your business carries liability insurance:
Additional Insured Information;

Fireland Faerie Nation Inc
PO Box 45156
Phoenix AZ 85064

Estrella Mountain Regional Park
14805 West Vineyard Avenue
Goodyear, AZ 85338

City of Goodyear
190 N. Litchfield Road
Goodyear AZ 85338

***Keep a copy of this application and method of payment for your records?**

Failure to include the requested information may result in a delay in processing your application

Mail To:

**Rowan Wakefield
Fireland Faerie Nation Inc
PO Box 45156
Phoenix AZ 85064
602-253-6615**

Applicant Signature;

Print or Type Name Clearly _____

Mailing Address _____

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR

the 2010 Phoenix Faerie Festival

Estrella Mountain Regional Park
14805 West Vineyard Avenue Goodyear, AZ 85338-9727

PARTIES:

1. I, [REDACTED], on behalf of myself and my agents, partners, servants, assigns, successors, heirs and each of them ("Releaseors"), and in consideration for receiving permission to participate in the Phoenix Faerie Festival Releaseors hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Fireland Faerie Nation Inc., Estrella Mountain Regional Park, The City of Goodyear, their officers, agents, servants, employees, successors or assigns (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE ACTIVE NEGLIGENCE OF THE RELEASEES, or otherwise, arising out of, connected with or while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. This Release is meant to be read broadly, and is meant to include any damage or injury that occurs on property owned, leased operated or otherwise controlled Releasees (Estrella Mountain Regional Park)

3. Releaseors are fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to travel risks and/or injuries sustained during set up and/or tear down procedures at the Fairgrounds.

4. Releaseors have been advised of the legal risks and hereby elect to voluntarily participate in said activity without securing independent insurance coverage. Including event insurance, with full knowledge that said activity(ies) could be hazardous to Releaseors and/or their property. RELEASEORS VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY AND/OR INJURIES, INCLUDING BUT NOT LIMITED TO, INJURIES TO CLIENTEL INCLUDING DEATH, that may be sustained by RELEASEORS or by anyone within the area/structure of the Fairgrounds, including but not limited to any booth operated by Releaseors or any surrounding area such as alleys utilized by Releaseors and/or other fair attendees, and/or any loss or damage of property owned by RELEASEORS, as a result of being engaged in such activity(ies), WHETHER CAUSED BY THE ACTIVE NEGLIGENCE OF RELEASEES OR OTHERWISE.

Initial here [REDACTED]

5. Releaseors further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY THE ACTIVE NEGLIGENCE OF RELEASEES or otherwise. Releaseors further agree that no payment must be made by Releasees in order to trigger the duty under this clause, and that the duty of Releasees includes the duty to defend Releasees in the event of any third-party suit.

Initial here [REDACTED]

6. Releaseors understand that Western Gates Faerie Realms Productions LLC and or Fireland Faerie Nation INC. does not maintain any insurance policy covering any circumstance arising from Releasor's participation in this event or any activity associated with or facilitating that participation. As such, Releaseors are aware that they should review their personal insurance portfolio(s), and that they further understand that such insurance may be triggered in the event of any harm arising out of their participation in this activity. This agreement to indemnify and hold Releasees harmless is made notwithstanding the existence or adequacy of any of Releasor's applicable insurance coverage,

7. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, successors, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE AND HOLD HARMLESS of the above-named RELEASEES. Releaseors hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Arizona. Releasees specifically consent to jurisdiction of the Arizona Supreme Court and agree that venue is proper in the City of Phoenix, County of Maricopa.

8. Releasee may opt to arbitrate any dispute arising out of participation in the activity and/or any term of this contract, at Releasee's option.

9. If any part of this agreement is deemed to be unenforceable, that clause will be severed from the contract, but the remaining agreements shall be in full force and effect.

10. This is a contract that both parties have had a full opportunity to review and amend. Therefore, it is expressly agreed between the parties that the terms of this contract are to read in a neutral manner, with no clause shall be interpreted against Releasees as drafter.

11. IN SIGNING THIS RELEASE, ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent, and have full authority to enter into this agreement. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this ____ day of _____, 2010.

PARTICIPANT/RELEASEE

Printed Name

Signature

If Participant/Releasee is under the age of 18, Parent/Guardian consents to the minor's participation in the event, consents for Western Gates Faerie Realms LLC representative to seek reasonable and necessary medical treatment for Participants during such event or associated activities, and agrees to be responsible for any cost of such treatment.

Parent/Guardian Signature

Date



Event Location

Estrella Mountain Regional Park
14805 West Vineyard Avenue Goodyear, AZ 85338
Ph: 623-932-3811

I-10 to Estrella Parkway Exit (Goodyear AZ)
South on Estrella Parkway, Past Van Buren, Past Yuma Rd,
Cross the Gila River Bridge
Immediate East on Vineyard Ave, Continue East to Park Entrance, South Side of Street @
W. Casey Abbot Drive S.
Follow Park Signs to Event Site East of "Ramada 5" Navy Area

Site Considered Primitive -On Site Camping Available @ \$10 per site paid to
Estrella Park upon your arrival
No RV Hook Ups / No Showers / No Electricity

Set up begins on Friday November 19th at 8AM