



TOWN OF CLARKDALE
COMMUNITY SERVICES DEPARTMENT
PARKS & RECREATION/CLARK MEMORIAL LIBRARY

P.O. Box 308 / 39 N. Ninth Street Clarkdale, AZ 86324 • Phone: (928) 639-2460 • Fax: (928) 639-2489

VENDOR BOOTH PERMIT

Date of Event: _____ Name of Event: _____

Applicant/Vendor Name: _____
 (Individual or Representative)

Business/Organization Name: _____

Mailing Address: _____

Physical Address: _____

Phone: _____ Alt./Cell Phone: _____

The following items must be completed if intending to sell or transact business where money changes hands:

If non-profit organization, please provide Fed. Tax ID #: _____

Resale/TPT ID #: _____ Clarkdale Business License #: _____

Vendor Type: Arts/Crafts Information/Community Organization Other: _____
 Food Vendor Yavapai County Health Dept. Permit #: _____

Food Vendors, please note: *If you are not in compliance with Yavapai County Environmental Services Guidelines, it should be noted that a health inspector could shut down your food operation the day of the event. If this should occur, the Town of Clarkdale shall not be responsible or in any way accountable for this action nor any resulting consequences.*

List in detail all products that you intend to sell and/or proposed activities in your booth. If you are a food vendor please list a complete menu of items to be sold and please note if food items are prepackaged (such as ice cream, pop, and candy). You must adhere to the approved products/activities/menu. Any variations will not be permitted and will be in violation of these terms: _____

Will any of the following items be used:

Self-Contained Truck/Trailer/Cart No Yes –I have the following: Truck Tow Trailer Cart

Open Flame/Cooking No Yes – Explain Type: _____

Tents/Canopies No Yes - Size: _____ Type of weights: _____

Generator No Yes – My generator is quiet rated at 68dB or less, is equipped with spark arrestors, is self-contained and will be screened from view and will be placed at least ten (10) feet from any dry grass or other flammable materials. **Initial:** _____

Location: Check all that apply. There will be a separate charge for each booth at each location.

Clarkdale Park Mongini Park Centerville Park Caballero Park Selna Ball Field Other _____

Where space is limited, permits will be issued on a first come, first serve basis.

TERMS/CONDITIONS:

- Vendor may not violate any state law or Town ordinance, including but not limited to disorderly conduct, criminal damage, destruction of property, vandalism and applicable animal control regulations.
- Vendor must hold a current valid Clarkdale business license if Vendor intends to sell or transact business where money changes hands.
- **There is no water or electricity available.**
- No exposed open flames allowed per Clarkdale Fire District. (Charcoal or gas grills with lids, Coleman stoves and sterno gel fuel are allowed.)
- Vendor shall provide generators that are quiet rated at 68dB or less, that are equipped with spark arrestors and are self-contained and are screened from view and ensure that generators are placed at least ten (10) feet from any dry grass or other flammable materials.
- Dumping of refuse, food waste or ice on any area of the park, including bodies of water, is not allowed. All vendors are responsible

for leaving their area clean. Trash and litter must be picked up and properly disposed of. Failure to do so will prevent future participation as a vendor in the Town of Clarkdale park facilities. Vendors are responsible for the trash in and around their area of operation whether they caused or not.

- Vendors are expected to run their operations in a safe and prudent manner, obeying all fire laws and food safety guidelines as set out by the Yavapai County Health Code. Fire and Health Inspection Officers may inspect at the event. They will shut down operations for non-compliance.
- The consumption or sale of alcoholic beverages is prohibited.
- Vehicles are prohibited on any portion of the park.
- Staking is prohibited. Tents and similar structures must be weighted down.
- No camping within the park.
- Use is prohibited from 9:00 pm to 6:00 am.
- All other park rules must be obeyed.
- **Vendor shall have a copy of the approved Vendor Booth Permit on site and available during the event.**
- **Vendor Booth Permit Applications must be submitted at least two (2) business days prior to the event date. Any applications received within two (2) business days of the event will not be considered.**

OTHER PROVISIONS:

APPLICANT understands and agrees that if the facility is rendered unusable or unsafe by any unforeseen event, *including human error*, the Town of Clarkdale (hereinafter referred to as "TOWN") reserves the right to deny access to the facility and cancel the event. APPLICANT agrees that they will not hold the TOWN for consequential damages or losses arising out of said denial of access or cancellation. A full refund of any and all fees and deposits paid to the TOWN due for the period of time the facility is rendered unusable or unsafe will be refunded to the APPLICANT and said refund of fees and deposits shall be the APPLICANT's sole and exclusive remedy.

APPLICANT recognizes and agrees that the TOWN does not waive the limitation of liability provided to the TOWN for allowing recreational or educational uses of TOWN property, pursuant to A.R.S. Section 33-1551. APPLICANT further recognizes and agrees that the fees charged by the TOWN are nominal and intended to offset the TOWN's cost in making the subject property available for use by the public.

INDEMNITY

The APPLICANT agrees that TOWN shall not at any time during the term of this agreement be responsible or in any way accountable, for any loss, injury, death or damage to persons or property from any cause or causes whatsoever which at any time may be by APPLICANT, or any other person while occupying and/or using APPLICANT property, and the APPLICANT agrees to hold the APPLICANT harmless for any and all claims, liabilities, losses, damages, costs and expenses whatsoever arising out of any such loss, injury, death or damage.

The APPLICANT indemnifies, defends and holds harmless the TOWN and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorney's fees) incurred by the TOWN and/or any of its officials, employees or agents as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss of property, damage caused by, arising out of, related to, or associated with this agreement.

DISPUTE RESOLUTION

The laws of the State of Arizona shall govern the construction, performance and enforcement of this Agreement. Venue for any action arising out of the provisions of this Agreement shall be Yavapai County, Arizona.

If a dispute arises out of or relates to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within ten (10) days, either party may request the Presiding Judge of the Superior Court of Yavapai County to assign a mediator from a list of experienced mediators maintained by Arizona Municipal Risk Retention Pool.

I hereby state that the information and answers I have provided are true and complete. By signing below I acknowledge that I have read and agree to all terms set forth for having a vendor booth in the Town of Clarkdale. Violation of these terms shall nullify this permit.

Date: _____

Print Name and Title

Signature

TOWN USE ONLY

Date Issued: _____

Event Date: _____

Fees: # of Days: _____

Paid: \$ _____

Vendor Booth Permit Approved: _____