

FOR OFFICE USE ONLY: SPACE# DATE: SLR Y / N STATUS: APP NO.:  
 SPACE SIZE: AMT: ELEC Y / N STATUS DATE: CHECK RETURN:

**ARTFEST™ OF SCOTTSDALE 2009**  
**APPLICATION FOR PRE-PACKAGED PRODUCT SPACE**  
**November 21 & November 22 · 10am – 5pm · Scottsdale Civic Center Plaza · Scottsdale, AZ**  
**INCOMPLETE/INCORRECT APPLICATIONS WILL NOT BE CONSIDERED. DEADLINE 8/28/09**  
 www.888ARTFEST.COM email: info@888artfest.com

Business Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone/Day: \_\_\_\_\_ Evening: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Web-site Address: \_\_\_\_\_

Please describe your product and the process required to serve samples of your product (attach additional sheet if necessary): \_\_\_\_\_

The following requirements must be met:  
 Products being sold will be limited to non-potentially hazardous food products. (i.e. prepackaged, nondairy)  
 Products being sold must be stable at room temperature and must not promote bacteria growth.  
 Preparation of samples must be minimal. (i.e. just add water)  
 Samples of products must be stable at room temperature and/or maintained at the health department required hot or cold temperatures.

**NOTE: A PHOTO OF YOUR BOOTH SHOWING THE SET UP AND SAMPLES OF YOUR PRODUCTS MUST BE INCLUDED WITH YOUR APPLICATION!**

**EQUIPMENT:** An equipment rental request form is attached if other items are needed. Each pre-packaged edible vendor must provide and maintain two 30-gallon trash containers with liners for public waste outside the booth. It is the pre-packaged vendor's responsibility to maintain the appearance around their booth.

**ELECTRICITY:** If electricity is needed, please fill out the electrical request located on the layout map. All electrical appliances, including cords and plugs, must be electrically sound. Frank Maguire & Associates, Inc. reserves the right to disconnect power from any booth with questionable equipment. A \$20.00 charge will be required for restoration of power due to faulty equipment or blown circuit breaker.

**CLEAN-UP:** A \$200.00 deposit is required to ensure the maintenance and disposal of garbage, grease, oil and debris in and around each Food Vendor's assigned space. Wastewater must be disposed of in gray water containers on site. All garbage must be sealed in transportable containers before disposing in garbage containers on site. Do not leave trash or any debris on or near your booth location. Do not use the portable toilets for disposal of trash or for any reason other than the purpose they are intended for. Any violations of these rules will result in the forfeiture of your clean-up deposit.

ENCLOSE FEES:	OUTDOOR	<b>Mark One:</b>
	1. \$385.00 per <b>10'X10'</b> space	_____
	2. \$575.00 per <b>10'X15'</b> space	_____
	3. \$250.00 per <b>5'X8'</b> cart space or table (vendor supplies cart/table)	_____
	4. \$150.00 Special Location Request, mark three choices on map	_____
	<b>\$200.00 clean up deposit (SEPARATE CHECK, PLEASE)</b>	

If application is postmarked after the DEADLINE: Friday, August 28, 2009 add a \$45 nonrefundable late fee.  
 Make all checks payable to: FRANK MAGUIRE & ASSOCIATES, INC., and mail to: P. O. Box 3258, Tempe, AZ 85280-3258 or you may pay by credit card.

VISA [ ] MASTERCARD [ ] # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_ EXP. DATE: \_\_\_\_\_  
 Credit card address (if different than above) \_\_\_\_\_  
 3 digit # (security code) on back of credit card \_\_\_\_\_ City State Zip

I have read and agree to abide by the **ArtFest™** pre packaged edible vendor rules and regulations attached hereto and incorporated by reference herein. I understand this application does not guarantee a space and agree to abide by the decision made by the ArtFest™ staff.

Signature \_\_\_\_\_ application must be signed and dated – valid for credit card, if applicable Date \_\_\_\_\_

**ARTFEST™ 2009 of Scottsdale**  
**PRE-PACKAGED VENDOR RULES AND REGULATIONS**

1. Pre Package Provider must personally attend their exhibit and be present during the entire two days of the Festival. No subletting.
2. All Menu/Product items for sale must be listed on or attached to the application. All changes must be made in writing to Frank Maguire & Associates, Inc. office and are subject to approval by the Festival Director. Acceptance is based, in part, on your menu items listed.
3. Exclusive sponsorship rights are made with beverage companies. This will restrict how and which beverages, including **bottled water**, may be served at the Festival (**Clean-up deposits will be held if beverage restrictions are not met.**)
4. All food providers (including pre-packaged) are required to have at least **two million dollars (\$2,000,000)** in public liability, bodily injury and product liability coverage. Food provider must provide Frank Maguire & Associates, Inc. a **Certificate of Insurance** naming Frank Maguire & Associates, Inc., the City of Scottsdale, and the Scottsdale Cultural Council as additional insured.
5. All pre-packaged providers must pass the **Maricopa County Health Department** inspection. County Health Representatives will be on site. pre-packaged providers are fully responsible to comply with any restrictions or suggestions given by these representatives. Frank Maguire & Associates, Inc. will not be liable for any manner in which the county health department closes any or all of the pre-packaged provider's activities for failure to abide by their rules.
6. All pre-package product and food providers are required to obtain all area and local government permits (i.e. health, tax, etc.). Food providers must also furnish all required business licenses and permits necessary at Frank Maguire & Associates, Inc. request. All taxes and Licenses are the prepackaged product and food provider's responsibility.
7. All applicable 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 affixed to walls, or the ground in such a way to damage the area. Pre-packaged Providers who are cooking or heating food shall have a minimum of one fully charged fire extinguisher in each booth. The fire extinguisher must have a 40BC rating.
8. All pre-packaged providers shall be liable for delivery, handling, erection and removal of food provider's displays and materials (excluding rental equipment). **The pre-packaged provider must remove all cooking grease and oil from the art festival site. Each pre-packaged provider must furnish and maintain two (2) 30-gallon trash containers with liners for public waste outside their booth. If food provider does not have 30 gallon trash containers visible by beginning of the festival they will be asked to immediately go purchase them or they will be charged \$50.00 per day that containers are not on site, money to be taken out of clean-up deposit.**
9. It is Frank Maguire & Associates, Inc. sole obligation to furnish assigned booth space plus general lighting, cleaning and guard service. Services of any other nature shall be requested by the exhibitor in writing at least 30 days prior to the Festival.
10. Pre-packaged vendor is solely responsible for the collection and remittance of sales tax to the State of Arizona and the City of Scottsdale. (A state representative may contact you during the Festival.) You must have submitted your paperwork for your city sales permit prior to the festival. The City of Scottsdale does check them all! (Paperwork enclosed with acceptance letter.)
11. **Set-up** for the Festival may begin on Friday after all spaces in your area are marked correctly and approved by the Director or Assistant Director. Due to parking restrictions during Festival hours, set-up must be completed and all vehicles removed by 9:00 am Saturday and Sunday. Thereafter, it will be necessary for you to park outside the Festival area and carry your equipment and supplies in.
12. **Takedown!** To facilitate clean up and the needs of City Hall and Convention Center Plaza, all booths must be removed from the premises by 9 p.m. on Sunday. **No exceptions!** Please let the Festival staff know, 15 days before the Festival, if you need assistance.
13. Frank Maguire & Associates, Inc. will not be liable for refunds or any other liabilities whatsoever for failure to fulfill these terms and conditions due to the unusable condition of the area in which the Festival is to be produced caused by, but not limited to, fire or other calamity, any act of God, public enemy, strikes, statutes, ordinances of any legal authority, or any cause beyond Frank Maguire & Associates, Inc. control. Insurance must be obtained by and at the food vendor's expense. Frank Maguire & Associates, Inc. assumes no risk.
14. Pre-packaged product or Food vendor, by signing the prospectus will hereby release and forever discharge **ArtFest™**, Frank Maguire & Associates, Inc., (FMA), the City of Scottsdale, the Scottsdale Cultural Council and all sponsoring organizations and their directors, officers, employees, agents and volunteers from any responsibility, personal liability, claims, loss or damage arising out of or in conjunction with his/her participation in **ArtFest™**. Frank Maguire & Associates, Inc. will not be responsible for any injury sustained by the food vendor and guests while within space designated for exhibits. Pre-packaged vendor understands that storage of food and equipment at the site is at the pre-packaged vendor's own risk.
15. Frank Maguire & Associates, Inc. prohibits the installation and operation of any exhibits not meeting its approval. Frank Maguire & Associates, Inc., in its sole discretion, may prohibit the conduct of any activity whatsoever which it deems deleterious and not in the best interest of the Festival.
16. No waivers, modifications or amendments shall be valid unless approved in writing by the Director of **ArtFest™**. Venue for all legal proceedings arising from violations of these terms and conditions must be initiated in Maricopa County, Arizona.
17. Clean-Up deposits can be and may be held for up to 3 months and will be mailed back at the discretion of the ArtFest Director. After all City inspections are completed.
18. **NO FEES WILL BE REFUNDED AFTER ACCEPTANCE.** A written cancellation must be postmarked by August 28, 2009 in order to receive consideration for credit. \$45.00 late fee (if applicable) are not refundable. There is a \$45.00 fee for all returned checks.



Dear Pre-Pack Vendor:

Enclosed is the application for the “*sixteenth annual*” ArtFest™ of Scottsdale, the Arizona Fall Art Festival highest rated by artists, according to national and regional trade publications. You will notice fewer categories and a modified space fees structure. ArtFest™ of Scottsdale is located at the Scottsdale Civic Center Mall (Plaza), which features rolling green lawns, sparkling fountains, gorgeous flowers, stately trees and meandering walkways. The same location as the March Festival of the Arts is held. The festival will be held on Saturday, November 21 and Sunday, November 22, 2009, from 10 AM to 5 PM. This popular plaza also borders Scottsdale’s Old Town shopping area, which attracts a high percentage of Scottsdale’s annual 6.4 million visitors. The city of Scottsdale residents are the most affluent citizens in Arizona.

The ArtFest™ of Scottsdale features over 200 fine artists, with jazz and contemporary entertainment, plus great food and a hands-on children’s area in magnificent surroundings. Parking is close and FREE.

Festival advertising includes local radio both KOOL and KNPR, television and print media along with calendar listings in many publications and websites to promote the event. Handpicked artists will have a photo of their artwork and their Bio listed in this year’s press releases and website promotions. The festival program and poster also features these artists. Festival signs and banners will be placed around the festival site so that they are visible from the main streets.

If you have any questions or concerns please call us at (480) 968-5353 or write us at P.O. Box 3258, Tempe, AZ 85280-3258. You can also e-mail us at [info@888ArtFest.com](mailto:info@888ArtFest.com). We look forward to receiving your application and hope to see you in Scottsdale!

Sincerely,

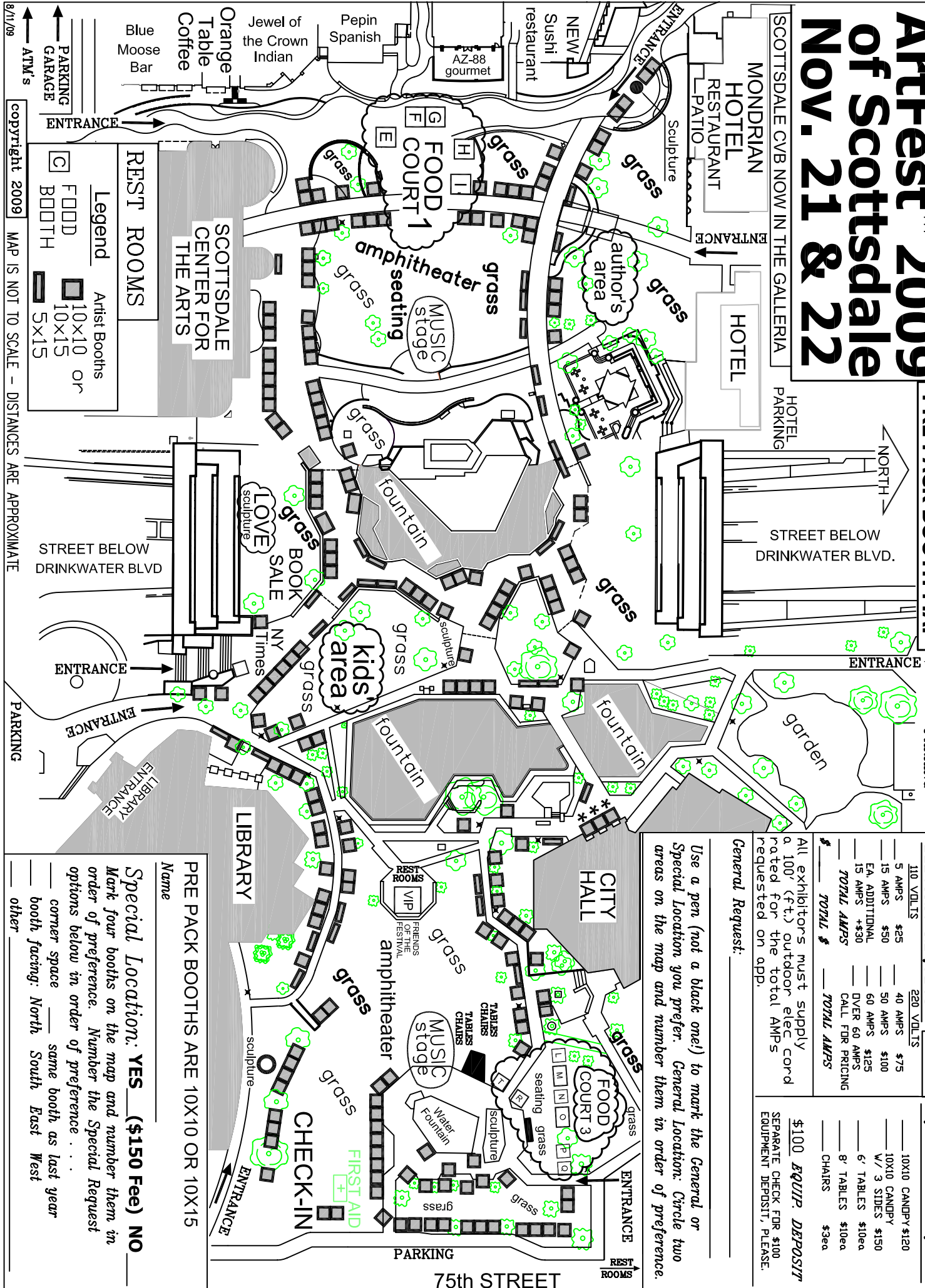
A handwritten signature in cursive script that reads "Frank Maguire".

Frank Maguire  
Festival Director

# ArtFest™ 2009 of Scottsdale

## Nov. 21 & 22

### PRE PACK BOOTH MAP



ELECTRIC REQUEST		ONE	EQUIPMENT REQUEST	
110 VOLTS	220 VOLTS		10X10 CANOPY	\$120
5 AMPS \$25	40 AMPS \$75		W/ 3 SIDES	\$150
15 AMPS \$50	50 AMPS \$100		6' TABLES	\$10ea
EA. ADDITIONAL 15 AMPS +\$30	OVER 60 AMPS CALL FOR PRICING		8' TABLES	\$10ea
<b>TOTAL AMPS</b>	<b>TOTAL AMPS</b>		CHAIRS	\$3ea
<b>TOTAL \$</b>	<b>TOTAL AMPS</b>			

All exhibitors must supply a 100' (ft.) outdoor elec cord rated for the total AMPS requested on app.

**\$100 EQUIP. DEPOSIT**  
SEPARATE CHECK FOR \$100 EQUIPMENT DEPOSIT, PLEASE.

**General Request:** \_\_\_\_\_

Use a pen (not a black one!) to mark the General or Special Location you prefer. General Location: Circle two areas on the map and number them in order of preference.

**PRE PACK BOOTHS ARE 10X10 OR 10X15**

Name \_\_\_\_\_

**Special Location: YES (\$150 Fee) NO**

Mark four booths on the map and number them in order of preference. Number the Special Request options below in order of preference . . .

corner space \_\_\_\_\_ same booth as last year

booth facing: North South East West

other \_\_\_\_\_