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2024 JULY 4th VENDOR APPLICATION

After reading the terms of the contract offer, I, _____, agree to these terms if the City of Benson, in its sole discretion, accepts this Application to participate as a vendor at the City's 4th of July event, being celebrated on July 4, 2024. **(Please initial in all requested places).**

BUSINESS/ORGANIZATION NAME _____

ADDRESS _____

CITY _____ STATE ____ ZIP _____ PHONE _____

E-MAIL _____

CONTACT NAME: _____

Please give a description of your booth, including size of trailer or recreational vehicle (length and width should be computed to include tongue, mounted generators, or awnings that are part of the display). A complete description of what you are selling and the type of display planned is necessary for Staff to assign an appropriate booth location. Attach additional pages if necessary.

Booth Pricing:

Booths are standard size. Additional charges will apply for oversized booths requiring more than one space.

Food Booth 10' x 20' (with or without electric) # of spaces _____ @ \$50.00 each \$ _____

Non-Food booth 10' x 10' (without electric) # of spaces _____ @ \$25.00 each \$ _____

Non-Food booth 10' x 10' (with electric) # of spaces _____ @ \$30.00 each \$ _____

Total Amount Due \$ _____

Electrical booth spaces are on a first come, first-served basis.

- Vendors are responsible for ensuring their display does not overhang the allotted booth space. Vendors will be charged an additional booth space fee for all booths that do not fit within the allotted space. _____ **(Initial Here)**
- Electrical outlets provided are 15 AMP. Anything over 15 AMP must be supplied by the vendor. Only whisper-quiet generators will be allowed.
- Vendors are prohibited from selling weapons (including knives, air soft and/or BB guns, firearms of any kind), water balloons, smoke bombs and stink bombs.
- Bottled water may **not** be given away free of charge.

The City of Benson reserves the right to refuse any vendor application or sales of items deemed inappropriate with respect to the nature of the event.

- Vendor Setup Times are 6:00 am – 9:00 am July 4, 2024.
- Vendors must be checked in prior to 9:00 am on date of festival.
- Any vehicle parked in vendor area after 9:00 am is subject to tow. _____ **(Initial Here)**
- Vendors are required to obtain all necessary licenses and properly display them at their booth(s). Vendors closed by an inspection will not receive a refund.
- Vendor signs must be professional and understandable. It is requested that vendors try to minimize the amount of waste generated at their booth(s).
- Vendors must keep the area inside and outside of their event space clean. Any unapproved dumping will result in a cleanup fee being billed to the vendor.
- The City of Benson will not issue refunds and assumes no liability for failure to fulfill the terms and conditions of this application if the event is interrupted by rain, wind, fire, natural disaster, act of God or any other calamity.
- The City of Benson neither estimates nor guarantees revenues or the number of event patrons.
- R.S. §42-1105 G requires the City of Benson, upon written notice, to disclose the following information to the Arizona Department of Revenue: vendor name, business name and business address.

Vendor applications must be received by June 21, 2024. Payment is due by 06/28/2024.

Please drop off or mail your completed application and check made payable to:

**City of Benson
Recreation Department
705 W. Union St.
Benson, AZ 85602**

Questions? Please contact **Melanie Hernandez**: mhernandez@bensonaz.gov – 520-720-6044

RELEASE, DEFEND INDEMNIFY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Applicant agrees to release, defend, indemnify and hold harmless the City of Benson and its agents, agencies, representatives, partners, assigns, officials, employees and officers from and against any and all losses, liability, claims, actions, suits or damages including, but not limited to personal injury damages (including death) or property damages which arise, result, or otherwise might be attributable to: (a) Applicant’s dealings with third parties; (b) the City of Benson’s issuance of approval of this application; (c) injuries, sickness, disease, or death to any person arising directly or indirectly, in whole or in part, out of or in any way relating to Applicant’s activities at the event at issue. This indemnification includes the costs of litigation and legal fees incurred from the above, regardless of whether there is a claim that the indemnitees were negligent. Applicant agrees to pay its own expenses, to defend all of the persons to whom this covenant extends against any such claims. The duty to defend is separate from the duty to indemnify and is enforceable regardless of fault or negligence of indemnitees.

Applicant shall have full control of the defense of any litigation and may settle, compromise or adjust the same, provided that the City of Benson, upon relieving Applicant in writing of indemnification, shall have the right to conduct any such litigation at its own expense by its own counsel.

If applicant is acting on behalf of an organization, Applicant certifies that he/she is in the agent of the organization, is acting on the organization’s behalf, and is duly authorized to execute this Release and Indemnification Agreement on the organization’s behalf.

Applicant acknowledges; if required as determined by the Recreation Coordinator, a Certificate of Insurance naming the City of Benson as an additional insured and Endorsement must accompany this application.

By signing below, Applicant acknowledges that he/she has read and agrees to abide by all the terms, conditions, rules and regulations outlined in the City Code, state laws and federal laws and further certifies that he/she has read and understands all the terms of this Release and Indemnification Agreement, and the Application to which it is attached, and agrees that he/she shall be bound by its terms and conditions.

Dated this ____ day of _____, 2024.

Signature of Releasor

Important - Food Vendors!!!

You must provide a certificate of insurance accompanied by an endorsement from the insurance company naming the City of Benson as an additional insured. The certificate must read:

**City of Benson
Attention: Vicki Vivian
101 E. 6th Street
Benson, AZ 85602**

Food vendors must also provide proof they are approved by:

**Cochise County Health Department
126 W. 5th Street
Benson, AZ 85602
(520) 586-8206**

The Cochise County Health Department does NOT accept food vendors less than 14 days prior to an event.