



Vendor Rules and Requirements

VENDOR PROCESS:

1. Vendor completes online application form and accepts all terms and conditions.
2. Vendor is either confirmed or rejected by the Downtown Parade of Lights Committee within 10 days of successful completion of online form.
3. Vendor must pay fees within 10 days of acceptance and must be received by the event date.
4. Downtown Parade of Lights emails vendor information (booth location, setup times, directions, parking info, etc.) to the contact listed on the online form.
 - a. Final information will be emailed the week before the event.

INSURANCE: Vendor will provide public liability and property damage insurance. Vendor will provide public liability and property damage insurance naming the Downtown Parade of Lights as additional insured and hold harmless the Downtown Parade of Lights. Vendor is solely responsible for any personal property at all times.

A copy of the Certificate of Insurance must be received before confirmation into the festival is given.

INDEMNIFICATION: Contractor agrees, by accepting this agreement, regardless of coverage under any insurance policy, to pay all costs necessary to indemnify, defend, and hold Downtown Parade of Lights and its agents (as applicable) harmless from all claims, demands, actions, attorney's fees, cost and expenses based on or arising out of any acts, errors, omissions, fault, or negligence of contractor or its principals, employees, subcontractors or other agents while performing services under this contract.

CITY and COUNTY FEES and PERMITS: Vendors are responsible for obtaining any and all permits including a health permit from Pima County and permits from the City of Tucson. A copy of all permits must be provided to the event coordinator and must be on display in your booth during the event.

It is the responsibility of vendors to obtain a City of Tucson business license. Applications will not be processed until vendors provide their tax/license number or show they are in the process of receiving them.

TENTS/BOOTHS: All canopies and structures must be securely weighted. All pop-up tents shall be adequately braced and anchored to prevent weather-related collapse, movement from wind, and other applied structural stresses. Each tent or canopy shall have sandbags, cement weights or water-filled barrels at every post. The manufacturer's recommended construction and use guidelines for all structures shall be followed. Staking will not be allowed. The Downtown Parade of Lights recommends purchasing tent weights.

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FIRE INSPECTION: Vendors will be required to have an on-site a fire extinguisher with a minimum rating of 2A10B:C and that it has been serviced within the last year by a licensed fire protection company. These extinguishers will bear a tag with the servicing info. If you will be using any type of frying appliance, including commercial grade deep fryers, woks, pots, etc. they will need a fire extinguisher that is a K class, in addition to the C class. This extinguisher must also have been serviced within the last year by a licensed Fire Protection Company. Tents/canopies that utilize cooking of any type or have any type of heat-producing appliance used for food must have a minimum of 10 feet clearance on two sides and shall not be located within 10 feet of amusement rides or devices.

CANCELLATION POLICY: If a vendor cancels 30 days before the event date a full refund will be granted. Anything less than a 30-day period will not be refunded. Credits will not be issued for future events.

TERMS AND CONDITIONS FOR ALL VENDORS

1. All fees must be received prior to the event date. Upon successful confirmation, refunds will not be given for any reason.
2. In the event you are forced to close by any government agency for failure to obtain your necessary permits and/or licenses, Downtown Parade of Lights is not liable and will not refund fees. No exceptions will be made to this because of failure to abide by local or state regulations.
3. Vendors must provide their own tents, tables, chairs, shade cover/tent, lights, etc.
4. Location of booth will be assigned by event coordinator.
5. No exclusives will be granted regarding booth location, space is limited and subject to approval.
6. Vendor must sell only items listed on application. If you do not pay for a food/beverage spot you **MAY NOT** sell any food or beverages. (This includes but is not limited to bottled water and soft drinks). Food vendors must follow ALL Health Department guidelines.
7. All business or other activity, for which the vendors have rented space, must be conducted within the designated booth space only. No distribution, canvassing, flyers, or vending of any kind may be done by strolling through the event grounds.
8. No refunds will be made for any reason.
9. Running water is **NOT** available, please provide your own water supply. Please provide your own trash receptacles and any containers needed for food/beverage removal.
10. Vendor is required to be open to the general public for the duration of the entire event. Closing to the public before the end of the event or staying open to the general public after the end of the event is grounds for exclusion from participating in future events.

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11. Vendor must post prices in a legible manner and in a visible space on their booth. Vendors will only be allowed to sell items that have been approved in writing by the event committee.
12. Downtown Parade of Lights will not allow the sale of merchandise at the event that offends community standards or depicts drug use, weapons, political items, or related paraphernalia.
13. ALCOHOLIC BEVERAGES: The sale of alcoholic beverages of any kind is strictly prohibited.
14. TAXES: Each vendor is responsible for collecting and reporting state and city sales tax.
15. PHOTO RELEASE: The participants hereby give permission to Downtown Parade of Lights and its assignees to take photographs, make audio recordings and /or videos of the participants and their representatives or employees at the event and to use such photographs, audio recordings, and/or videos for such promotion or other lawful purpose as the Downtown Parade of Lights and its assignees deem appropriate. The named participants and their representatives or employees further waive all rights or claims as to content approval or damages that may arise from the use of such photographs, audio recordings, and/or video.

All vendors must agree to the rules and requirements.