



Vending at *Fiesta Dog Shows* (FDS) is by INVITATION ONLY. Past vending participation does not determine future acceptance. **Please note: Reservations for the entire 3 days of the show are MANDATORY (Friday-Sunday.) NO RESERVATION is considered firm until all paperwork is received and paid in full: NO EXCEPTIONS. There will be no holding of spaces or monies. Payment with application will be immediately processed.**

#### **Pricing**

The cost of booth space is **\$275.00 per 10 x 10 INDOORS and \$225 per 10 x 10 OUTDOORS.**

#### **Vendor Location**

Indoor spaces are limited and will be on a first come basis. All tenting outdoors must be secured at night and for weather elements.

***\*\*\* Final Vendor placement is at the discretion of the Vendor Chair \*\*\****

**CLEAN-UP: VENDORS ARE RESPONSIBLE FOR COMPLETE CLEAN UP OF BOOTH SPACE! ANY VENDOR NOT LEAVING SPACE FREE OF TRASH, DEBRIS AND IN THE SAME CONDITION THE SPACE WAS IN UPON CHECK IN WILL NOT BE INVITED TO RETURN: NO EXCEPTIONS!**

#### **Payment in Full**

Payment must be received at the time the application is made. **NO EXCEPTIONS. Absolutely no applications will be accepted after November 9, 2016. Applications without evidence of insurance requirements and Gila River Indian Community Business License will not be considered complete and will not be accepted.**

#### **Registration**

US mail forms & payments to: **Mimi Tysseling: FDS Vendors, 8924 East Pinnacle Peak – G5-412, Scottsdale, AZ 85255 or pay online at [www.fiestadogshows.com](http://www.fiestadogshows.com).**

#### **Cancellations/Refunds**

NO refunds will be applied after 5:00 p.m. November 1, 2016, 5:00PM MST. A processing fee of \$50.00 will be retained for cancellations prior to deadline

**Vendor Placement:** Vendors will be placed in the following order of priority

1. The date your reservation is paid in full with all paperwork attached
2. Last year's participation / placement
3. How your items influence the flow and set up of the grounds related to the needs of the patrons, exhibitors and vendors

#### **Unloading & Set up**

On Thursday, November 24, 2016, vendors will have access to the show grounds **after** 12:00PM, **NO EXCEPTIONS.** Vendors will be advised of their space numbers via email prior to set-up and spaces will be marked on the pavement. A Vendor Committee representative will be on the grounds from 12PM-5PM to provide directions, information and parking passes. All Vehicles must be removed from the vendor area by 9:00PM or they will be towed at the owner's expense. All spaces must be completely set up for show opening on 11-25 at 8:00am. **NO SET-UP DURING SHOW HOURS THEREAFTER.**

#### **Parking Passes**

**1 PASS** per 10 x 10 space at no charge, \$20.00 each additional pass. You will receive your pass upon set up.

#### **Exiting the Grounds after the Show**

On Sunday November 27, vehicles will be permitted on the show grounds for reloading and tear down **AFTER** the Best-In-Show Judging, upon announcement by the **vendor chair** or no later than 6:00 pm, **whichever is earlier. NO other Committee Chair can release the vendors to break down and leave. Any vendor who leaves prior to this time without permission of the Vendor Chair, will not be invited to return.**

#### **Vendor RV Spots**

Discounted RV spaces are available for Vendors. To make a vendor parking reservation online go to [www.fiestadogshows.com/parking](http://www.fiestadogshows.com/parking) .

#### **Web site Listing**

## Insurance

**INSURANCE IS REQUIRED:** \$1 million each occurrence, \$2 million general aggregate.

Attach Insurance information to your application. Gila River Indian Community and Fiesta Dog Shows need to be listed as the "additional insured"

## Business License

**A Gila River Indian Community license is required** prior to opening for business on Friday. Forms are available on our website at [www.fiestadogshows.com](http://www.fiestadogshows.com) under vendors.

## **Vendor Rules & Regulations: Fiesta Dog Shows - Please Read Completely Prior To Registration**

### 1. LIABILITY:

Exhibitor agrees to indemnify and hold harmless *Fiesta Dog Shows* (Scottsdale Dog Fanciers Association, Inc. and Arrowhead Kennel Club) ("Exposition Management"), Rawhide and Gila River Indian Community - GRIC ("Exposition Facility"), Sponsors, and Exposition Management's agents, officers, directors, employees and invitees for, from and against all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act or omission of the exhibitor or exhibitor's agents, employees, invitees, contractors, or guests in the preparation or operation of exhibitor's Assigned Space (the "Assigned Space"). Exhibitor agrees to use and occupy the Assigned Space at exhibitors own risk and hereby releases Exhibition Management, its agents, directors, officers, employees and invitees from all claims for any damage, loss or injury to persons or property which occur in the preparation or operation of the Assigned Space, including, but not limited to, damages resulting from the acts or omissions of other exhibitors, theft, vandalism, fire and other casualty damage, or damage arising out of any defects in the premises. Exhibitor shall be responsible for the supervision, control and maintenance of the Assigned Space during the entire term for which the Assigned Space is reserved or used by exhibitor. The Assigned Space shall be returned to Exposition Management in its original condition. Exhibitor is liable for and agrees to pay promptly to repair any and all damage to the Assigned Space, the exhibition facility or to its equipment which damage is caused by exhibitor, or by any of exhibitors representatives, agents or employees. Notwithstanding, any other term or condition of this agreement, in the event the Assigned Space is for any reason not available to the exhibitor during the term of this agreement or any portion thereof, the Exposition Management's liability shall be limited to a return of any fee paid hereunder or a pro-rata portion thereof.

### 2. SPACE ASSIGNMENT

Exposition Management cannot guarantee that it will assign exhibitor the exposition space requested. Exhibitor agrees to accept the exposition assigned by Exposition Management regardless of the date the application is received or special requests made to Exposition Management.

Exhibitor further agrees to accept reassignment of Exposition Space at any time before or during the exposition in the event that Exposition Management, in its sole discretion, deems such reassignment necessary to create a more effective exposition. Exposition Management shall not be liable for any damages, costs or expenses associated with any such reassignment.

### 3. REFUNDS

Assigned Space reservation fees will not be refunded in whole or in part in the event that exhibitor does not use all or some portion of the Assigned Space, or in the event that exhibitor only uses such space for a part of the time during which the exposition is open for whatever reason. Exhibitor agrees that he does not have access to frontage or aisles for his products and acknowledges that all product must be contained within the assigned space.

**4. INSURANCE: INSURANCE REQUIRED: \$1 million each occurrence, \$2 million general aggregate. A copy of the insurance policy with Fiesta Dog Shows, Gila River Indian Community named as additional insured must be supplied at the time of application.**

**Exposition Management is not responsible for damage to exhibitors' property from accident, fire, or other such causes. All property of an exhibitor shall remain in the exhibitor's care, custody, and control in transit to or from the Exposition Area. Exposition Management is not responsible for theft and all exhibitions must be fully wrapped and secured during non- exhibition hours.**

### 5. NO ASSIGNMENT OR SUBLETTING

Exhibitor shall not assign, sub-lease, sub-contract, apportion or share the whole or any part of the assigned space. Such arrangements are absolutely prohibited and shall be deemed null and void. Failure to adhere to this paragraph 5 may result in exhibitor's expulsion from the exposition.

### 6. SET UP

Exhibitor must have completed set-up and construction of its Assigned Space prior to the first day of the exposition and will maintain exhibition for the duration of the event. Failure to do so will result in exhibitor losing its reserved space and forfeiting the Assigned Space, and any reservation fees.

### 7. EXPOSITION HOURS

Exhibitor shall maintain a responsible individual or individuals in the Assigned Space at all times during the designated exposition hours. Exhibitor shall be responsible for the conduct of any employees, agents, visitors or guests of exhibitor in or about the Assigned Space. Exhibitor shall cause all such employees, agents, visitors or guests of exhibitor to be familiar with all rules and regulations of the exposition.

### 8. DISMANTLING EXHIBITS

Exhibitor shall not dismantle or remove any portion of its exposition prior to the close of the exposition. The exhibitor shall not remove any of the equipment or property associated with its exposition prior to that time. The entire exposition and all of the exhibitor's property relating thereto, must be removed from the premises within 12 hours after the close of the exposition unless otherwise agreed to by Exposition Management. In the event that exhibitor fails to vacate the Assigned Space within that time, Exposition Management may, and is hereby authorized and made the agent of the exhibitor, to remove the exposition and all property of exhibitor situated in or about the Assigned Space and to store the same at the cost of the exhibitor. The exhibitor shall indemnify and hold Exposition Management for, from and against any damages, costs, expenses or liability incurred in connection with such removal.

### 9. TAXES

All sales taxes, income taxes, FICA and other taxes arising out of or in connection with exhibitors use of the Assigned Space are the sole responsibility of the exhibitor. **A copy of a Gila River Business License will be required prior to set-up.**

#### 10. LEGAL COMPLIANCE

Exhibitor, its agents, employees, invitees and agents, shall comply with all rules, regulations, and requirements of the exposition facility, the local fire marshal, the health department, the American Kennel Club and any governmental entity having jurisdiction over the premises. Exhibitor may be required at the Exposition Management's option to immediately cease its operations and vacate the Assigned Space if exhibitors operation thereof or the conduct of its agents, employees, invitees or guests should be found to be in violation of any such rules, regulations, or requirements.

#### 11. USE OF ASSIGNED SPACE

- a.) No sound system, musical instruments, noise makers, loudspeakers, microphones or other sound amplifications or broadcasting devices of any kind may be used without the prior written consent of Exposition Management.
- b.) Exhibitor must have the written consent of Exposition Management to conduct a drawing of any kind.
- c.) No demonstrators, solicitors, decorations, signs, banners, advertising matter, or exhibits of any kind or character are permitted in the aisles or public passageways or attached to the exposition buildings, walls, posts or doors..
- d.) **No encroachment onto neighboring spaces, public passageways or aisle ways will be tolerated.**
- e.) Solicitation of funds, for any political, educational or charitable corporation or association or any other corporation, association, group, individual or cause of any kind of character is strictly prohibited.

#### 12. LOST SHIPMENTS

Neither Exposition Management nor the owner or operator of the Exposition Facility shall be liable or otherwise responsible for lost shipments to or from the exposition or for any type of moving costs, including damages incurred in the course of moving. IF FOR ANY REASON EXHIBITORS EXPOSITION FAILS TO ARRIVE OR EXHIBITOR IS OTHERWISE UNABLE TO SET UP ITS EXHIBITS, EXHIBITOR IS NEVERTHELESS RESPONSIBLE FOR THE PAYMENT OF ALL EXHIBIT SPACE, RESERVATION FEES.

#### 13. SAFETY RULES

- a.) Exhibitors shall take all necessary precautions for the safety of its personnel, other exhibitors and all other persons upon the premises and shall comply with all applicable provision of federal, state and municipal safety laws, building codes and ordinances to prevent accidents or injuries.
- b.) All decorations of papers, corrugated paper, crepe paper, drapes and all cloth must be flame proof to meet the standards of the local fire department.
- c.) No exhibits using open flame are permitted.
- d.) Decorations around fire extinguishers, standpipes, or exhibits, must be placed so as not to interfere with the accessibility to, or view of the same.

#### 14. REMOVAL OF EXHIBITS BY EXPOSITION MANAGEMENT

Exposition Management reserves the right to prohibit expositions:

- 1.) which, in Exposition Management's sole judgment, may detract from the general character of the exposition
- 2.) if the business or exposition carried on by the exhibitor or the manner of conducting the same, is not as represented at the time of entering into this agreement or is not in keeping with the tradition or character of the exposition.
- 3.) if the exposition was entered under false pretenses or
- 4.) if the exposition is in violation of any of these rules and regulations.

If an exposition is prohibited under the terms of this paragraph or because of a violation of any of the terms thereof, Exposition Management shall have the right, but not the obligation, to remove the exposition or any banner, advertising matter, or other property of the exhibitor situated in or about the Assigned Space, and such removal shall be at the cost and expense of exhibitor and exhibitor shall immediately reimburse exposition for any costs or expense incurred by Exposition Management in so removing exhibitors exposition or portions thereof.

Under such circumstances, exhibitor shall not be entitled to a refund of monies paid to Exposition Management under the terms of this agreement.

#### 15. PROVISIONS AND DISPUTES

Each provision of this agreement is declared to be severable from every other provision. If any provision is held invalid, such invalidity shall not affect any other provision and all other provisions shall remain in full force and effect as if the invalid provision had not been declared herein. All matters or disputes not covered by this agreement shall be resolved by Exposition Management.

In the event of any dispute regarding the implementation of this agreement, exhibitor agrees to abide by the resolution, decision or ruling adopted by Exposition Management.

#### 16. SHOW CANCELLATION

It is agreed that if Exposition Management, in its sole discretion, deems that circumstances have arisen which dictate cancellation of the exposition 24 hours prior to the opening of the event, exhibitors exposition space reservation fees shall be refunded in full, but Exposition Management shall not be liable or otherwise responsible for any costs, damages, or expenses resulting directly or indirectly from such cancellation. It is further agreed that if Exposition Management is unable to deliver the exposition space as a result of the destruction by weather, fire of the exposition facility, acts of God, strikes, or the authority of the law, or as a result of any other causes beyond the control of Exposition Management, exhibitors exposition space reservation fees shall not be refunded in whole or part, and Exposition Management shall not be liable or otherwise responsible for any costs, damages, or expenses resulting directly or indirectly from the failure to deliver the exposition space for the reasons set forth herein.

#### 17. LEGAL FEES AND COSTS

In the event that Exposition Management is involved in any legal action in which it seeks to enforce any of the terms or provisions of this agreement, Exposition Management shall costs and expenses including reasonable costs of collection and reasonable attorneys' fees.

#### 18. MISCELLANEOUS

The Vendor Area is located within the limits of the showgrounds and thus AKCs dog show rules and regulations apply to Vendors and their staff. FDS will not tolerate verbal abuse, accusations or altercations between vendors or towards FDS committee members (or their contractors.) Issues and concerns must be immediately brought to the attention of the vendor chair for resolution by the show committee. Vendors MUST park in assigned Vendor areas

This agreement: a.) contains the entire agreement between the parties regarding the subject matter discussed herein, b.) may not be modified in any manner nor may any rights herein be waived except by an instrument in writing signed by the party to be charged in such modification or waiver, c.) shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and, d.) shall be construed in accordance with and governed by the laws of the state of Arizona.

