



At



6248 E. Cave Creek Road, Cave Creek
1112 E. Carefree Highway, Desert Hills

Fine Arts, Farmer's Market and Gourmet Foods
Saturdays (9-3) on Carefree Highway
Sundays (9-3) at Cave Creek Location
Fall and Spring

P.O. Box 1507, Cave Creek, AZ 85327
 Tel: (480) 488-1752; Fax: (480) 488-2485
 www.elencantorestaurants.com

APPLICATIONS DUE BY Wednesday prior to Market Date

PLEASE READ THIS APPLICATION CAREFULLY. YOUR COMPLETED, SIGNED APPLICATION CONFIRMS YOU ACCEPT RESPONSIBILITY FOR COMPLYING WITH ALL ENCANTO MARKETPLACE (hereafter "MARKETPLACE") POLICIES AND TIMELINES.

INFORMATION All applicants must complete this section. Please print or type.

Name of Concession:			
Name of Contact Person:			
Address:	City:	State:	Zip:
Phone: () -	Fax: () -	Email:	

1. BOOTH FEE (PER 10 FT. X 10 FT BOOTH SPACE) \$30.00 (Carefree Saturday)
 \$40.00 (Cave Creek Sunday)

Please note: Booth fees due by at least 2 days prior to Marketplace date with this Application.
 MARKETPLACE does not provide equipment for booth set-up (tables, tents, etc.) or water.

If paying by credit card (Visa, MasterCard, American Express or Discover):

Credit Card #: - - -	Expiration Date: /
Signature: _____	

EI Encanto Restaurants, LLC USE ONLY:

Date Rec'd _____ Total fee _____ Amt paid _____ Check# _____ Bal Due _____ Booth # _____

HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE

***** SIGN AND RETURN THIS DOCUMENT WITH YOUR APPLICATION*****

***** PLEASE RETAIN A COPY FOR YOUR RECORDS *****

ACTIVITY: VENDOR FOR THE FIESTA MARKETPLACE TO BE HELD AT El Encanto Restaurants, Cave Creek and Desert Hills, AZ, INCLUDING ALL PRE- AND POST-FESTIVAL ACTIVITIES AT SAID LOCATION.

In consideration for being permitted by the Fiesta Marketplace at El Encanto Restaurants (El Encanto Restaurants) to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge, in advance, El Encanto Restaurants, LLC. (El Encanto Restaurants) (its officers, employees, and agents) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the El Encanto Restaurants (its officers, employees, and agents).

I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity, that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release and hold harmless El Encanto Restaurants (its officers, employees, and agents) who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns.

I further agree to indemnify and to hold El Encanto Restaurants (its officers, employees, and agents) free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

I HAVE CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND El Encanto Restaurants, AND I SIGN IT OF MY OWN FREE WILL. (Each participant must personally sign).

Signature: _____ Date: _____

Printed Name: _____



Fiesta Marketplace

Fine Arts, Farmer's Market and Gourmet Food

FINE ART & FOOD VENDOR STATEMENT OF POLICY

PLEASE READ THIS STATEMENT OF POLICY CAREFULLY. YOUR SIGNATURE CONFIRMS YOU AGREE TO COMPLY WITH ALL MARKETPLACE POLICIES AND TIMELINES.

*** PLEASE RETAIN A COPY FOR YOUR RECORDS ***

1. **APPLICATION/CONTRACT DEADLINE:** Total fee and completed application must be received two days prior to marketplace date. Applications received after that date may be considered on a space available basis only. Notification of your acceptance or rejection will be communicated by telephone to all applicants.
2. **APPLICATION REJECTION POLICY:** MARKETPLACE reserves the right to reject any application. A full refund of all fees will be sent with the rejection letter.
3. **APPLICATION CANCELLATION:** A fee of 25% of the total fees may be charged. Cancellations must be made in writing and no less than two days prior to Marketplace date. Cancellation may result in loss of all fees paid.
4. **FINAL SELECTION:** MARKETPLACE reserves the right to make final selection of all concessions. Vendors who apply for regular participation in the Fiesta Marketplace will be given first consideration BUT ARE NOT GUARANTEED ACCEPTANCE OR LOCATION.
5. **FEES:** Vendor fees are as stated on the application and due at the time of application. There are no commissions or percentage of sales arrangements.
6. **SPACE LOCATION/SIZE/USE:** 10' X 10' Vendor booth spaces are assigned by MARKETPLACE for approved use. Any variations from approved specifications and use are at the discretion of MARKETPLACE. MARKETPLACE does not allow tents outside the booth area. **Vendor Items are to be kept within the vendor's designated booth space. Vendors will be asked to move items MARKETPLACE believes cause safety concerns or impede traffic.**

7. **HOURS OF OPERATION:** Fiesta Marketplace is open to the public on **Saturdays on Carefree Highway & Sundays in Cave Creek**. Vendors are required to be open for business at **9:00 AM and must remain open through 3 PM**.
8. **FIRE DEPARTMENT INSPECTIONS:** Vendor is responsible for compliance with all state and local health and safety regulations and fire codes, and for passing inspection by the regulatory agencies and departments, including the local Fire & Health Department. **Vendor agrees that it will have completed all set-up by 8:00 a.m., for inspection by the Fire Marshall.**
9. **SANITATION:** MARKETPLACE will provide trash dumpsters. Vendor will keep its area clean and sanitary, and will collect and deposit its trash and recycling into receptacles provided. At the conclusion of the festival, vendor will leave its booth space free of trash or any other items. .
10. **ASSIGNABILITY:** Vendor shall not assign or transfer any interest in this agreement, the vendor space contracted for, nor the performance of any obligations hereunder without the prior written consent of MARKETPLACE. Any attempt by Vendor to assign or transfer any rights, duties or obligations arising under this agreement shall be void and of no effect.
11. **SOLICITATIONS & DEMONSTRATIONS:** Solicitations and/or demonstrations by vendors must be confined within their respective booths and/or spaces.
12. **EXCLUSIVITY:** MARKETPLACE does not guarantee to any vendor the exclusive right to sell any product. MARKETPLACE does retain the exclusive right to sell certain products.
13. **LIST OF PRIMARY ART & CRAFTS TO BE SOLD:** Art & food products to be sold must be approved in writing by MARKETPLACE. The Art & crafts Inventory Form (page 2) listing process of the art & crafts items you intend to sell must be completed and submitted with the Application.
14. **CHANGES:** No changes of items sold or approved prices will be allowed. EL ENCANTO RESTAURANTS, LLC reserves the right to close down any vendor who does not adhere to these rules.
15. **ADVERTISING:**
 - A. All advertising in any form during the festival must be approved in writing by MARKETPLACE in advance of the event.
 - B. Advertising shall include but is not limited to: newspaper ads; flyers; buttons; handbills; posters; banners; signs; and any other printed matter in any form.
16. **PERMITS AND CERTIFICATES REQUIRED:** The permits and documents listed below are required to do business at Fiesta Marketplace by local and state government agencies. Copies proving you have obtained them must be submitted to MARKETPLACE by the Friday prior to Marketplace date.
 - A. **SELLERS PERMIT:** All vendors are required to collect and pay sales tax. If you are selected as a vendor, you will be required to obtain a State of Arizona sellers permit (www.irs.businesses/small/article). And if participating in Cave Creek Market, a Cave Creek Business License, info at www.cavecreek.org. If you do not have a seller's permit you will not be allowed to sell products at the Marketplace. **Vendor must show proof of obtaining said permit by providing a copy of the permit to MARKETPLACE by Friday prior to Marketplace date.**
 - B. **A signed Hold Harmless Agreement** releasing the El Encanto Restaurants, LLC from any and all liability.
17. **LOST, STOLEN OR DAMAGED PROPERTY:** Vendor agrees that El Encanto Restaurants, LLC, its Board of Directors and Staff will not be responsible for any lost, stolen or damaged materials and/or property.

18. **RAIN, COLD, ETC:** The Vendor agrees that MARKETPLACE, its Board of Directors and staff will not be responsible for any loss caused by fire, flood, theft, rain, cold, fog or any other elements of nature or man.
19. **HOLD HARMLESS AND INDEMNIFICATION:** Vendor shall defend, indemnify, and hold harmless El Encanto Restaurants, LLC, its officers, employees, agents and related parties from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees arising out of or in connection with the performance of this Agreement hereunder or its failure to comply with any of its obligations contained in the contract documents, except such loss or damage which was caused by the sole negligence or willful misconduct of El Encanto Restaurants, LLC.

I HAVE READ AND AGREE TO COMPLY WITH ALL TERMS IN THIS STATEMENT OF POLICY IF I AM ACCEPTED AS A VENDOR.

Vendor Company Name: _____

Signature: _____

Date: _____

Printed Name: _____