



A.B.A.T.E. of Arizona, Inc.
Event: Too Broke For Sturgis
Date: July 27 – 30, 2023

RETAIL VENDOR APPLICATION AND CONTRACT

VENDOR CONTACT INFORMATION:

Business Name: _____
 Contact Name: _____
 Mailing Address: _____
 Phone Number: _____
 Email: _____

TYPE OF RETAIL SERVICES / MERCHANDISE:

Vendor agrees to sell the type of items listed below:

FEES: (Check all that apply) Food trucks are charged as 10 x 20 booth, \$300.00 each.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>FEE</u>
<input type="checkbox"/> _____	BASE FEE: 10 x 10 Booth includes 2 passes	\$200.00 / each
<input type="checkbox"/> _____	10 x 20 Booth includes 4 passes	\$300.00 / each
<input type="checkbox"/> _____	10 x 30 Booth includes 6 passes	\$400.00 / each
<input type="checkbox"/> _____	Additional Passes (\$5.00 discount; participant must be 18 yrs. old)	\$35.00 / each

NOTE: Booth space is sold in 10 x 10 increments at \$100.00 above the Base Fee. Vendors are not permitted to have items more than 2 feet in front of the booth, and nothing to the sides or behind.

BADGE DETAIL: _____ Working Staff _____ Additional Passes _____ Total Passes

PAYMENT OPTIONS:

- MAIL** (check or money order) **PAYPAL**

A.B.A.T.E. OF ARIZONA
 Attn: TBFS 2022 Chair
 7812 E Prickly Pear Path
 Prescott, AZ 86315

Pay using Payment to Friends
 email: abateofaz@gmail.com

-- SIGN THE CONTRACT INCLUDED ON THE FOLLOWING PAGES --

Both parties agree as follows:

ABATE OF ARIZONA and the VENDOR shall remain independent contractors; nothing contained herein or done pursuant hereto shall be construed to create any relationship or principal and agent or employer and employee between TOO BROKE FOR STURGIS and the VENDOR to make them joint ventures.

RIGHTS AND RESPONSIBILITIES OF TOO BROKE FOR STURGIS:

VENDOR spacing will be pre-assigned and under no circumstances will they be transferable.

TOO BROKE FOR STURGIS shall have the right to review and qualify the product line.

TOO BROKE FOR STURGIS shall have the right to terminate the VENDOR agreement at any time should the VENDOR fail to meet established standards and conditions set forth in this agreement and conduct sales activities in good faith.

TOO BROKE FOR STURGIS to provide space for VENDOR to provide services on the event grounds and reserves the right to limit VENDOR's vehicular access to the event area, as well as to disallow any VENDOR tent/structure that does not meet TOO BROKE FOR STURGIS quality standards.

TOO BROKE FOR STURGIS to provide the number of passes for working staff that corresponds to the booth payment by VENDOR.

VENDOR passes are available upon request with quantity to be approved by TOO BROKE FOR STURGIS. Unless otherwise agreed upon, any VENDOR passes that are used for any purpose other than for working staff of VENDOR are subject to a \$1000.00 fine per occurrence.

RESPONSIBILITIES OF THE VENDOR:

VENDOR agrees to pay all fines/penalties to TOO BROKE FOR STURGIS for any fines/penalties levied for non-compliance of contract terms. VENDOR agrees to pay a fee for booth as described herein and attached.

VENDOR booths must be manned at all times during event hours. Unmanned booths will be fined \$1000.00 and may be removed from the venue at the VENDOR's expense.

VENDOR booths are to be open and ready for business at the opening of doors each day; failure to do so may result in ejection from future events with TOO BROKE FOR STURGIS.

The VENDOR agrees to load in and load out their operations under the timeframe described within your acceptance email. VENDOR sales locations are at the discretion of TOO BROKE FOR STURGIS.

The VENDOR will not sell or donate space in its booth or site for advertising and/or promotion to any third party without TOO BROKE FOR STURGIS approval.

SALES & SALES TAX: VENDORS are responsible for keeping track of all of their sales and paying current state sales tax.

VENDOR retains one hundred percent (100%) of all sales. All participating VENDORS are required to collect and pay appropriate city and state sales tax on all items/services sold.

VENDOR agrees to pay all fines/penalties levied to TOO BROKE FOR STURGIS and to reimburse TOO BROKE FOR STURGIS for any fines/penalties levied to TOO BROKE FOR STURGIS as a result of VENDOR's non-compliance with any Federal, City, State, or local law including, but not limited to DEC, OSHA, FCC, DOL, DOH, and EPA.

FIRE & SAFETY: VENDOR must obey all fire codes, laws, ordinances, and regulations pertaining to health, fire prevention and public safety. VENDOR must not nail, staple, or otherwise affix anything to walls, the ground or any part of the exhibit area.

SECURITY: Overnight roving security is provided. However, no responsibility is assumed for the VENDOR property and/or exhibitors' artwork while on the grounds during the event; therefore, booths should be secured by the VENDOR.

PERMITS: VENDOR is responsible to obtain any other business licenses or permits, which may be required.

WASTE & CLEAN UP: VENDOR must have all equipment packed and moved by the designated time to allow for cleaning crews. VENDORS are responsible for all trash and waste of any kind. VENDOR agrees to remove all trash and other items from VENDOR's site, leaving it in an "as-was" condition.

ELECTRICAL USAGE: Vendors are required to bring generators as no Electrical is provided.

PARKING: Parking location will be directed upon arrival for load in by TOO BROKE FOR STURGIS event staff. Any support vehicles required by the VENDOR must be parked in the appropriate area as designated by TOO BROKE FOR STURGIS.

The succeeding entities that need to be included as an additional insured will be provided within your acceptance email.

CANCELLATIONS & REFUNDS: If VENDOR cancels less than 30 days before the event, all monies will be forfeited including deposits.

INCLEMENT WEATHER: No refunds will be given due to inclement weather or any other uncontrollable Act of God.

This contract is non-cancellable by VENDOR. VENDOR or the signatory below is fully responsible for all charges as outlined herein whether VENDOR uses the contracted space or not. **There will be no refunds or transfer of payment from one show to another without approval.** All space assignments are the final decision of TOO BROKE FOR STURGIS. TOO BROKE FOR STURGIS reserves all rights to change space assignments as they may determine necessary. All Exhibit materials must meet all fire codes. TOO BROKE FOR STURGIS reserves the right to require the modification of any Exhibit. TOO BROKE FOR STURGIS will not be responsible for inclement weather, sales results or any injury sustained by VENDORS or guests; damage to products or materials belonging to participants in the process of participation. VENDOR agrees to abide by all rules and guidelines set forth by TOO BROKE FOR STURGIS, the governing body and venue property owners written and oral. VENDOR understands failure to do so could result in ejection. VENDOR agrees to collect & remit required total sales tax on all relevant sales and obtain location city's remits and fees. VENDOR understands that TOO BROKE FOR STURGIS will consider all categories of product including some select imports & promotions.

By signing this agreement, the VENDOR has read and agreed to abide by the rules and regulations of the event. The VENDOR further acknowledges that by submitting this application and paying the respective fees, it is not guaranteed acceptance into the event.

Authorizing Signature of VENDOR: _____

Print Name: _____

Date Signed: _____

Don't hesitate to contact me with questions or concerns,

Thank you,

Sandra Tavares

Sandra Tavares

TBFS2023 Event Chairperson

Mobile: (858) 414-2392

Email: sttravel28@gmail.com

Website: www.toobrokeforsturgtis.com

Facebook: www.facebook.com/toobrokeforsturgtis