



Application and Contract for Vending Sales FC Tucson Striker's Cup Tournament

Business Name: _____

Name of Contact Person: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ E-Mail: _____

PRODUCT DESCRIPTION: List ALL food products to be sold at the tournament, including beverages and their approximate prices. A menu is acceptable. **NOTE: Gatorade/Powerade will only be sold by tournament personnel.** If you have a photo of your booth, please include it with your application.

Booth space is assigned on a first come, first serve basis. Tournament Site Coordinators will assign your space on the day of setup. You must have your own structure and electricity. **Food vendor agrees to conform to health and safety codes and terms on second page of contract in addition to the State of Arizona Health Department. All vendors are responsible for providing their own Vendor License. This will not be provided by the tournament.**

Venue Options:

- _____ Kino Sports Complex North **
- _____ Kino Sports Complex South **
- _____ Inner Rillito (racetrack)
- _____ Outer Rillito

**** Vendors will sign a policy agreement with Kino and expect to pay them % of sales or flat rate. If a flat rate applies, a second flat rate will be paid to tournament.**

Rillito:

Food Vendor \$60 Beverage Vendor \$50 Sports Equipment, Memorabilia Vendor \$75

Listed prices are per venue. Please contact Melissa Galus at (520) 668-7782 or email ftucsontournament@gmail.com for further details.

PAYMENT IN FULL IS REQUIRED AT TIME OF APPLICATION. A 50% FEE WILL BE CHARGED FOR CANCELLATIONS. NO REFUNDS WILL BE MADE FOR CANCELLATIONS WITHIN 2 WEEKS OF TOURNAMENT WEEKEND.

AGREEMENT:

Sign and return this form with your payment, *Food vendors must include proof of current liability insurance coverage.* Please make check payable to FC Tucson Youth Soccer Club. No application will be accepted without payment. Payment is refundable if application is not accepted. I hereby make application for food or retail vending sales space of the FC Tucson Strikers Cup as described within. I have read and agree to abide by the terms and conditions of this application in accordance to the laws of the State of Arizona.

Signed _____
Name: _____
Title: _____
Date: _____

Check/ Money Order/ Visa/ MasterCard (Circle One)

Exp. Date: _____

Retain a copy for your records

Return original signed copy to:
FC Tucson Strikers Cup Tournament
P.O. Box 57676
Tucson, AZ 85732

Tournament Committee Only:

Date Received: _____ Venue Assigned: _____ Amount Paid: _____

Terms and Conditions of Retail & Food Vendors

1. Liability

Vendor agrees to indemnify, defend and hold harmless FC Tucson and its Tournament (hereafter referred to as Strikers Cup), its principals, agents, officers and employees from 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 any act or omission, negligent or otherwise, of Vendor's agents, employees, invitees, contractors or guests.. Vendor agrees to use and occupy the Vending Space and all other sites associated with Vendor's participation in the tournament at Vendor's own risk. Vendor hereby releases Strikes Cup, its agents, officers, employees and invitees from all claims for any damage, loss or injury to persons or property occurring in connection with Vendor's activities at the tournament, including, but not limited to damages, resulting from the acts of other Vendors, theft, vandalism, fire and other casualty damage or damage arising from any defects in the premises.

2. Space Assignments

Strikers Cup will assign vendor booths. However, in every case the vendor's choice will be honored based on the special needs and compatibility of other vendors. Strikers Cup reserves the right to rearrange or renumber the site plan and relocate any vendor if it appears for the general good of the tournament.

3. Set-ups

Vendors may set up by 4 PM Friday if games are scheduled at their assigned venue.

Other vendors must arrive at the site by 7am on Saturday.
PROVISIONS FOR THOSE WHO CANNOT ARRIVE BY 7AM MUST BE MADE PRIOR TO ACCEPTANCE OF VENDING CONTRACT.

4. Vending Space

Vendor shall maintain a responsible individual(s) in the vending space at all times during vending hours. Booths may be open for business any time after setup on Friday. Vendor has option to sell during extended hours at their discretion. Vendor shall be responsible for the conduct of any employees, agents, visitors or guests in or about the Vending Space. Vendor shall cause all

such employees, agents, visitors or guests to be familiar with all rules governing Vendors. Vendor is responsible for the control and maintenance of the Vending Space during the entire term for which the Vending Space is used by the Vendor. Area shall be returned to Strikers Cup in its original condition, and Vendor agrees to reimburse Strikers Cup for any cost or expense incurred by Strikers Cup in cleaning up or repairing damage to site.

5. Compliance with Law

Vendor, agents, employees, or assigns shall comply with all rules, regulations and requirements of the Fire Marshal, the Health Department of City of Tucson/Pima County, Arizona or any governmental entity having jurisdiction over the premises. Vendor may be required at Strikers Cup's sole option to immediately cease its operations and vacate the premises if Vendor's operation thereof or the conduct of its agents, employees, or assigns should be found to be in violation of any such lawful requirements.

6. Use of the Vending Space

No sound system, musical instruments, noise makers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may be used.

Vendor may not conduct a registration for a drawing of any kind without the prior consent of Strikes Cup.

General distribution of brochures, pamphlets, leaflets, flyers, newspapers, magazines or other literature or promotional materials of any kind or character is prohibited unless authorized by Strikers Cup. Non-compliance is subject to immediate dismissal and forfeiture of application fee.

Vendor agrees not to use the vending space for any political or religious purpose.

Solicitation of funds for any political, educational or charitable corporation or association or any other corporation, association, group, individual or cause of any kind or character is strictly prohibited.

a. Vendor agrees not to place any item or merchandise outside of the designated Vending Space.

b. No display space shall be sublet. No exceptions.

All food Vendors must be insured for liability and provide proof of coverage before set-up will be allowed. In all cases, food vendors wishing to insure their goods must do so at their own expense. Strikers Cup is not liable for any claims for theft, damage, or injury in conjunction with the Vending Space

7.. **Removal of Vendors by Strikers Cup**

FC Tucson reserves the right to prohibit any Vendor / exhibit which, in Strikers Cup reasonable judgment may detract from the general character of the tournament such as:

- a) if the business or exhibition carried on by the Vendor or the manner of conducting the same is not as represented at the time of making Contract
- b) is not in keeping with the traditions/character of the tournament
- c) if the Vendor was entered under false pretenses or if the exhibit is in violation of any of the rules governing Vendors.
- d) Vendor displays or offers for sale any illegal drug-related items or paraphernalia.

If an exhibit is prohibited under the terms of this paragraph or because of a violation of any of the terms hereof, Strikers Cup shall have the right, but not obligation, to remove the exhibit or any banner, advertising matter or other property of the Vendor situated within or about the Vending Space, but such removal shall in any event be at the cost and expense of Vendor, and Vendor shall immediately reimburse Strikers Cup for any cost or expense incurred in removing Vendor's exhibit or portion thereof. Under such circumstances, Vendor shall not be entitled to a refund of monies paid to Strikers Cup under the terms of the Contract.

8.. **Safety Rules**

- a. Vendors shall take all necessary precautions for the safety of their personnel, other vendors and all other persons upon the premises and shall comply with all applicable provisions of federal, state and municipal safety laws, building codes and ordinances to prevent accidents or injury.
- 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. Strikers Cup management shall rule upon any questions, disputes or problems which may arise pertaining to matters specifically covered and agreed upon in the foregoing paragraphs of the contract and such rulings shall be binding upon all interested parties.

9. **Electrical Appliances**

Any electrical appliances used shall comply with UL safety standards.