

**Fort McDowell Yavapai Nation
Orme Dam Victory Days
Vendor Agreement**

The Vendor, _____, hereby agrees to the terms and conditions of this Vendor Agreement ("Agreement") for participation at the Fort McDowell Yavapai Nation ("Nation") Orme Dam Victory Days. This Agreement shall begin on November 16, 2018, and expire on midnight of November 18, 2018, unless otherwise stated herein.

I. Responsibilities of Vendor

- A. For Food Vendors Only: Food vendors and all individuals assisting such vendors must have a valid food handler's permit and all such permits must be displayed at the vendor space/booth at all times for the public to view.
- B. Registration area will be open from 8:00am-3:00pm on Friday, November 16, 2018, for set up. Vendor must be in its booth(s)/space by 5:00pm on Friday, 11:00am on Saturday and Sunday, and be ready for business and remain open until the conclusion of the event.
- C. Vendor shall maintain a sanitary and clean booth at all times. Failure to do so shall result in the booth/space being temporary closed until remedied.
- D. Vendor agrees not to use, advertise, display, or distribute the Nation's seal and/or official Orme Dam Victory Days insignia without prior written authorization from the Nation.
- E. Vendor shall be responsible for his/her own supplies, merchandise, tables, chairs, canopy(ies), generators, signage and any other material. Signage must include the vendor name, food/items for sale or promotion, and prices.
 - 1) All generators must be properly grounded.
- F. Vendor shall be responsible for payment of all taxes, including federal, state, and local taxes, arising out of Vendor's activities in accordance with this Agreement (including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes).
- G. All Vendors who sell Indian arts and crafts must comply with the Indian Arts and Crafts Act of 1990 (P.L. 101-164) and the Indian Arts and Crafts Enforcement Act of 2000 (P.L. 106-497) and its 2010 amendments (P.L. 111-211). *See* 25 U.S.C. § 305 *et seq.* and 25 C.F.R. § 301 *et seq.*

II. Responsibilities of the Fort McDowell Yavapai Nation

- A. The Nation will provide Vendor with the following:
 - 1) One (1) 10x20ft space for food vendors or one (1) 10x10 space for arts, crafts, and other approved vendors. Should any additional space be needed, Vendor must request additional space in writing and there will be an additional charge of \$150.
 - 2) Waste dumpsters, which will be located within the vicinity.
- B. The Nation will provide Vendor with one (1) three-day parking pass. Any additional passes must be paid for with the parking attendants.

III. Fees

- A. Arts and crafts vendors will pay a total of \$150 for vending booths located anywhere within the Orme Dam Victory Days event area. FULL payment is due by November 8, 2018, and will cover use for the entire weekend.
- B. Food vendors will pay a total of \$300 for vending booths located in the main vending area, located near the Pow Wow arena. FULL payment is due by November 8, 2018, and will cover use for the entire weekend.
- C. Food Vendor will pay \$225 for vending booths located behind the grand stands located at the Rodeo arena. FULL payment is due by November 8, 2018, and will cover use for the entire weekend.
- D. All fees shall be paid by a cashier's check or money order payable to: "Fort McDowell Yavapai Nation". No cash or personal checks will be accepted. **No REFUNDS shall be granted after November 8, 2018.**

IV. Adherence to Policy

Vendor agrees to abide by the Nation's laws and other applicable laws, such as, but not limited to, the Fort McDowell Sex Offender Registration Code, Chapter 25. Vendor further agrees that Vendor's employees, agents and representatives shall also abide by such laws. Failure to abide by such laws will result in termination of this Agreement.

V. Indemnification Agreement

Vendor hereby agrees to indemnify and hold harmless the Nation, its affiliates, officers, agents and employees from any and all claims, demands, losses, or damages, including attorney’s fees, which may arise in any manner from the Vendor’s activities or presence on Nation’s property and jurisdiction as authorized by this Agreement. This release and indemnification obligation includes, but is not limited to, claims made by the Vendor, its agents, and employees. This indemnity shall survive termination or expiration of this Agreement.

VI. Choice of Law and Forum

The laws of the Fort McDowell Yavapai Nation shall govern this Agreement, without regard to conflicts of law principles. The Tribal Court of the Fort McDowell Yavapai Nation shall have exclusive jurisdiction over any claim arising from or related to this Agreement.

VII. Severability and Interpretation

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. This Agreement constitutes the entire Agreement pertaining to the subject matter hereof. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement shall in no way create the relationship of employer and employee, partnership, or joint venture. The Vendor agrees to have fully read and understood this Agreement and that the Agreement shall be construed neither against nor in favor of either the Vendor or the Nation but shall be construed in a neutral manner.

VIII. Sovereign Immunity

Nothing contained herein, or in any related or referenced document, shall be construed to constitute a waiver of any aspect or portion of sovereign immunity of the Nation, and/or its affiliates, agents, committees, departments, programs, enterprises or subdivisions.

Your signature below indicates you have the full authority to enter into this Agreement and your acceptance of the terms and conditions of this Agreement.

Vendor’s Authorized Representative Signature: _____ Date: _____

Name of Representative: _____

FORT MCDOWELL YAVAPAI NATION
37th Anniversary Orme Dam Victory Days
November 16th thru 18th 2018
Vendor Application

Please fill out this application in its entirety and follow the below directions. Be sure to also review and sign the attached Vendor Agreement for submission with this application.

Vendor Information

Vendor Name: _____

Contact Phone: _____ Contact Email: _____

Address: _____

Name of Responsible Party (If not the Vendor): _____

Responsible Party Name: _____ Contact Phone: _____

Type of Vendor Space requested (Please check mark the appropriate box)

Arts & Craft Food Other: _____

If a food vendor, do you currently have a valid food handler's permit: Yes No
Food vendors and all individuals assisting such vendors must have a valid food handler's permit during the Orme Dam Victory Days.

Description of services/items to be displayed:

Please list the price of each item to be sold (attach additional sheet, if necessary):

Vendor's Signature

Date

Responsible Party's Signature

Date

Please enclose 1) a self-addressed envelope, 2) this application page, 3) the cashier's check/money order in the amount of the full vendor fees, and 4) the signed Vendor Agreement to the following address:

Fort McDowell Yavapai Nation
Special Events Department
P.O. Box 18641
Fountain Hills, AZ 85269

Failure to provide any of the four above-referenced items will result in the denial of the application.