

November 25, 2019

Dear Arizona Matsuri Vendor and Friend:

The Arizona Matsuri Steering Committee would like to invite you to be a part of the 2020 Arizona Matsuri, a Festival of Japan. The dates for the 2020 Arizona Matsuri will be February 22<sup>nd</sup> and February 23<sup>rd</sup>. We hope you will join us! To better accommodate you, our vendor, and our guests; we have moved! The festival is being held at an exciting new location at The Circle of Life in Steele Indian School Park, 300 E. Indian School Rd., Phoenix, Arizona 85012.

The 2020 Arizona Matsuri guidelines and contract for merchandise vendors is only available online. Please read the guidelines and fill out the application contract online by **December 13th**, **2019** for a discount.

#### Please Note:

- The application must be submitted online by December 13<sup>th</sup>, 2019 and received no later than this date. *If your application and fees not received by the due date on your invoice the discount will not be applicable and standard fees will apply. No exceptions will be allowed.*
- Sending in your contract does not guarantee participation in the festival. All contracts are subject to approval by the Arizona Matsuri Steering Committee.
- If we receive your contract by **December 13<sup>th</sup>, 2019**, and you are approved to be a merchandise vendor, you will receive a discount (see fee table) on your invoice which will apply only until the payment due date on your invoice.
- The final deadline for all applications is January 10<sup>th</sup>, 2020.
- Once approved and accepted, you will have one week to submit payment per the invoice instructions.

ALL MERCHANDISE SOLD MUST BE JAPANESE OR OF JAPANESE INFLUENCE AND LICENSED!!! YOUR BUSINESS MUST ALSO HAVE INSURANCE. We do not limit the number of items you can sell. It is mandatory all items be marked with price tags or grouped together with like price items to ensure equal and fair pricing. We do make it mandatory that each item is licensed and that your business is insured. This will be strictly enforced. We do this to ensure the authenticity and longevity of the festival. We want to continue to serve you and the community. We can only do this if we work together to do what is right morally and ethically for the community we all serve. We must follow State guidelines.

This will be the 36th year for Arizona Matsuri! Festival participation ranges between 40,000 to 50,000 people for the two-day event. The theme for the 2020 Arizona Matsuri is "Samurai", which recognizes the deep historical roots of the Samurai and their evolution in Japan. Festival hours are 10:00 a.m. to 5:00 p.m., both Saturday and Sunday. The festival includes four stages for entertainment, taiko and martial arts, exhibitors, food vendors, a beer and sake garden, Japanese culture clubs, fine arts, a children's area, and, of course, you the merchandise vendors.

Please email us an electronic logos of your business for inclusion on the <a href="www.azmatsuri.org">www.azmatsuri.org</a> website. We would like to have a logo for all our Arizona Matsuri vendors. Logo images should be sent to azmatsuri.info@gmail.com

Please feel free to contact me at (855) 534-2669 if you have any questions. We look forward to hearing from you.

Best wishes,

Chakeia Johnson | Merchandise Vendor Coordinator | Arizona Matsuri P.O. Box 35035 Phoenix, AZ 85069 T: 855.KEIA.NOW | T: 855.534.2669 www.AZMatsuri.org | AZMatsuriVendors@gmail.com

# **2020 ARIZONA MATSURI MERCHANDISE VENDOR GUIDELINES**

- I. Vendors must plan on participating the full hours of the event from 10:00 a.m. to 5:00 p.m. each day, Saturday, February 22<sup>nd</sup> and Sunday, February 23<sup>rd</sup>, 2020.
- II. **DUPLICATION / SELECTION PROCESS** Vendor acceptance is subject to the approval of the Arizona Matsuri Committee. We attempt to limit duplication of items sold; past participation in Arizona Matsuri does not imply continued participation. The Steering Committee reserves the right to regulate all articles and goods for sale or display. Please note that custom calligraphy on fans are the sole right of the Committee. **Your application is complete when fees have been received.**

Please submit your business logo with the company name for our Arizona Matsuri website and/or advertising for the festival after you have been accepted. Logos should be sent to azmatsuri.info@gmail.com

#### III. Fees:

A cart/booth rental fee will be charged.

## Rental fees are:

**Earlybird Special: Submit application December 13<sup>th</sup>, 2019** Mandatory: All fees are to be submitted online at azmatsuri.org/payments within one week of the invoice due date. Late payments will subject the application to be cancelled and standard fees will apply.

10' x 10' space \$295

10' x 20' space \$550

Plus 10% of gross sales

**Standard Rate: Submit application December 14**<sup>th</sup>, **2019 to January 10**<sup>th</sup>. Mandatory: All payments are to be submitted online at azmatsuri.org/payments within one week of the invoice due date. Late payments will subject the application to be cancelled.

10' x 10' space \$325

10' x 20' space \$580

**Plus 10%** of the gross sales

#### **EXTRAS:**

Electricity – 1-20 amp / 1-110 volt circuit - \$75 (electricity is not provided and all vendors requesting electricity will be in one location at the festival).

1 – 6' table - \$20.00

2 chairs - \$5.00

All remaining fees due will be collected on Sunday at the closing of the event. All participants will submit 10% of their **gross sales** at Arizona Matsuri to the Steering Committee at this time. A Sales Report form will be distributed to all vendors on Saturday and the vendor agrees to accurately and promptly record all cash and electronic (PayPal, Square, Credit Card etc) gross sales for both days on the form provided and settle all fees due to Arizona Matsuri on Sunday, immediately after the festival closes at 5:00 PM. The Arizona Matsuri Treasurer and its appointed Committee Members will verify the amount due (10% of gross sales) and payment will be made onsite using either cash, PayPal, credit card or check.

#### **Product Guidelines:**

Vendors agree to only sell items approved in advance.

Vendors will not market any counterfeit items (toys, dolls, etc.) that infringe on copyright or trademark privileges. **Vendors are responsible for procuring the proper licenses for their merchandise.** 

Vendors may not market weapons or replicas of weapons of any kind at the festival.

Only authentic Japanese items may be on display during the Arizona Matsuri Festival. The Arizona Matsuri Committee reserves the right to require items not approved to be put away and not sold at the Festival.

### **Booth Amenities:**

Booth space includes booth, 3 sides, 1 table and 2 chairs per 10' x 10' space. A 10 x 20 space includes 3 sides, 2 tables and 4 chairs.

Booths will come with three sides. We will attempt to accommodate any special requests but please recognize that this will not always be possible.

<u>Limited Electricity Available:</u> A 1 – 110 volt, 20 amp circuit is available for a \$75 fee. Vendors requesting electricity will be in one location at the festival.

Extra tables are available for \$15 each and two chairs at \$5 each

<u>Space Guidelines</u>: Space assignments will be made by the Arizona Matsuri Committee. Requests for specific spaces will be taken into consideration but cannot be guaranteed. Vendors agree to keep their items within the bounds of the space they have reserved for the Arizona Matsuri. **Items may not extend more than 2 feet beyond the front opening of the booth.** 

IV. Detailed Information: The <u>Arizona Matsuri Committee reserves the right to regulate all articles for sale, displays, and booths.</u>

<u>Clean Up</u>: Each organization will be required to clean up and maintain their space/booth. Garbage cans will be provided. **PLEASE USE THE TRASH CANS PROVIDED. DO NOT LEAVE TRASH ON THE GROUND.** 

<u>Set Up Time</u>: Participants may begin setting up at 7:00 a.m. each day of the festival. Set-up must be completed by 9:30 a.m. on both days.

Booths may be available for set-up on Friday afternoon. Please contact the Arizona Matsuri Committee if you need to set up on Friday. There will be limited security onsite on Friday night. We are not responsible for any merchandise left unattended. Please ask your insurance company if this is covered for you own best interest.

<u>Hours of Operation</u>: Arizona Matsuri hours are officially 10:00 a.m. – 5:00 p.m. Participants are required to be setup and ready to open at 9:30 a.m. each day. Booths must remain open until 5:00 p.m. both days.

Break Down: Break down begins at 5:00 p.m. each day.

<u>Participation</u> Application: All participants <u>must complete</u> the Participation Application and <u>submit</u> it online by <u>December 13<sup>th</sup></u>, <u>2019</u> for the discounted rate to apply and payment received by the due date. The final deadline for all applications is <u>January 10th</u>, <u>2020</u> and payment must be received by the due date on the invoice in order to be a participant.

<u>City Sales and Tax License</u>: A City sales tax license number may be required for selling items. Please contact the City Treasurers Office at **(602) 262-6785**, **Option 4** to see if a tax number is required.

<u>Publicity</u>: The Parks and Recreation Department and the Arizona Matsuri Committee will be providing a great deal of publicity prior to and during the weekend. Newspaper articles, feature magazine articles, 20,000 flyers, public service announcements, social media and posters will be used. Please feel free to advertise your participation in the Arizona Matsuri after you are approved. It is a team effort to get the word out about this event and its new location!

Event Participation: Due to increased interest by vendors for the 2020 Arizona Matsuri, we cannot guarantee that every interested vendor will be allowed to have a booth for the 2020 Matsuri. First preference will be given to past vendors and the Matsuri Steering Committee will determine which new vendors to add. Fortunately, with our new location we hope to accommodate even more vendors this year than last, but with this transition we cannot make any guarantees and will monitor the possibilities to keep you notified.

<u>Booth/Space Assignment</u>: The Matsuri Committee will assign all booths/spaces. Preferences will be considered, but not guaranteed.

<u>Parking and Unloading</u>: Participants will be able to unload their vehicles near their booth. Details regarding load in and load out and parking location will be made available in mid January.

<u>Security</u>: The City of Phoenix Parks and Recreation Department and other event sponsors are not responsible for the loss, damage or theft of any equipment and/or articles.

<u>Liability</u>: The City of Phoenix does not carry accident insurance to cover participants. Involvement in any activity is at your own risk.

Participation Fee/Refunds and Cancellations: No refunds after February 1<sup>st</sup>, 2020.

<u>Storage</u>: There is no storage space available at Steele Indian School Park. All displays, merchandise and equipment will need to be taken down at the end of each day. Booths will remain set-up for the two days; your decor may be left up, if desired. Equipment may be left in the booth <u>AT YOUR OWN RISK</u>.

#### **INSURANCE REQUIREMENTS**

ALL vendors shall procure and maintain insurance until all of their obligations have been discharged, including any warranty periods under this application are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, or employees. Certificates of Insurance are due to the Merchandise Vendor Coordinator by February 1, 2020 and must list the City of Phoenix and the Arizona Matsuri as additional insured.

The insurance requirements herein are minimum requirements for this application and in no way limit the indemnity covenants contained in this application. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this contract by the Vendor, his agents, representatives, or employees and Vendor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Vendor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

• Each Occurrence \$1,000,000

Fire Damage (Damage to Rented Premises)
 \$ 50,000

a. The policy shall be endorsed to include the following additional insured language:

"The City of Phoenix and the Arizona Matsuri shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor."

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non- owned vehicles used in the performance of this application.

Combined Single Limit (CSL)

a. The policy shall be endorsed to include the following additional insured language: <u>"The City of Phoenix and Arizona Matsuri shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor, including automobiles owned, leased, hired or borrowed by the Vendor."</u>

\$1,000,000

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- a. The policy shall contain a waiver of subrogation against the City of Phoenix.
- A. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Vendor even if those limits of liability are in excess of those required by this application.
  - 2. The Vendor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Vendor shall not be limited to the liability assumed under the indemnification provisions of this application.
- B. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this application shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to Arizona Matsuri, P.O. Box 35035, Phoenix, AZ 85069 and shall be sent by certified mail, return receipt requested.
- C. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- D. <u>VERIFICATION OF COVERAGE:</u> Vendor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this application. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before vending commences. Each insurance policy required by this application must be in effect at or prior to commencement of vending under this application and remain in effect for the duration of the Event. Failure to maintain the insurance policies as required by this application or to provide evidence of renewal is a material breach of contract.

All certificates required by this application shall be sent directly to Arizona Matsuri P.O. Box 35035, Phoenix, AZ 85069 by February 1st, 2020. The City event description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this application at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

- F. <u>SUBCONTRACTORS</u>: Subcontracting of vendor spaces is not allowed.
- G. <u>APPROVAL:</u> Any modification or variation from the insurance requirements in this application shall be made by the Law Department, whose decision shall be final. Such action will not require a formal application amendment, but may be made by administrative action.

**Friendly Reminders:** 

Booths Must Be Ready for Inspection by 9:30 A.M.

City sales and tax license: (6020 262-6785, Option 4

Please complete the Vendor Application & Contract online at AZMATSURI.ORG.

Please feel free to contact Mrs. Keia Johnson at (855) 534-2669 if you have any questions.

We look forward to reviewing your application.

Best wishes,



Chakeia Johnson | Merchandise Vendor Coordinator | Arizona Matsuri P.O. Box 35035 Phoenix, AZ 85069 T: 855.KEIA.NOW | T: 855.534.2669 www.AZMatsuri.org | AZMatsuriVendors@gmail.com

This program does not discriminate on the basis of race, color, religion, sex, or national origin

ARIZONA MATSURI IS A 501(C)(3) NON-PORIFT ORGANIZATION; ESTABLISHED 1984 VISIT US AT WWW.AZMATSURI.ORG