



# Tonto Apache Tribe 3<sup>rd</sup> Annual Pow Wow

## Vendor Agreement and Application

**Vendor must be Native-American owned.** Please fill out this application in its entirety and follow the directions below. Review and sign the attached Vendor agreement for submission with this application and payment. This Pow Wow Merchandise Vendor Agreement (“Agreement”) is made as of the date of the signature of the Tonto Apache Tribe’s Chairman, by and between the Tonto Apache Tribe Pow Wow Committee and Vendor (as defined below).

Send Agreement and Application and payment to Vendor Coordinator, Patty Wisner:

Mazatzal Hotel & Casino

Attn: Patty Wisner

P.O. Box 1820

Payson, AZ 85547

For more information, contact Patty Wisner at [pwisner@mazatzalcasino.com](mailto:pwisner@mazatzalcasino.com) or (928)951-0502.

### Vendor Information

Name \_\_\_\_\_ Contact Phone \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Names of all individuals working booth: \_\_\_\_\_

WHEREAS, Tonto Apache Tribe Pow Wow will be hosting the 3<sup>rd</sup> Annual Contest Pow Wow in Payson, Arizona on Friday, October 18<sup>th</sup>, and October 19<sup>th</sup>, 2024 (collectively, the “Pow Wow”), located on the Tonto Apache Tribe (TAT) Reservation, at which Tonto Apache Tribe Pow Wow Committee desires to have Native American merchandise for sale, and food booths.

WHEREAS, Vendor desires to sell Native American merchandise, such as jewelry, arts, food and other crafts (hereinafter referred to as “Products”) at the Pow Wow, and TAT Pow Wow desires to provide booth space to Vendor for such purposes.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. This Agreement shall be effective during the Pow Wow.
2. Location. This Pow Wow is to be held at Premises: Mazatzal Hotel & Casino Parking Lot.
3. Date and Times. Vendor will be permitted to display and sell its Products/Food at the Pow Wow in the booth space provided on the Premises on the following dates and times:

Dates:

- Friday, October 18, 2024 from 3 p.m. to end of session
- Saturday, October 19, 2024 from 10 a.m. to end of second session

**4. Representative information:**

- A. Pow Wow Coordinator shall be the Pow Wow Representative in connection with the conduct of the Pow Wow and interfacing with Vendor.

**5. Vendor Booths:**

- A. Booths shall be reserved by submitting an application and payment. Space will be held with non-refundable \$50 deposit.
- B. Vendors who have paid in full may request specific space(s) numbers as shown on Pow Wow layout on a first paid/first serve basis. Vendor Coordinator will strive to honor requests but there is no guarantee as Vendor Coordinator/Pow Wow Committee may change space(s) when deemed necessary in the best interests of the Pow Wow.
- C. The specific location of Vendor's booth shall be determined by Pow Wow Committee and is subject to change at any time.
- D. Vendors shall be responsible for providing display equipment, booth lighting, electricity, setting up their own booths, and for all booth operations materials, including staffing their booth during hours of operation.
- E. Vendors shall leave their booth in the same condition in which it was received.
- F. **Vendor booth shall not be allowed to sell any of the following beverages (water, water bottles, sodas, and/or Gatorade). The Tonto Apache Tribal School themselves shall be selling those products.**

**6. Fees:**

- A. Vendor booth fee shall be as set forth in the application or as established by TAT Pow Wow Committee.
  - a. \$200.00 for 10 x 10 Arts & Crafts - \$300.00 for 10 x 20 Arts & Crafts
  - b. \$300.00 for 10 x 10 Food Booth - \$400.00 for 10 x 20 Food Booth
  - c. \$75.00 Business License Application for all Vendors

**7. All Booth fees are due by Wednesday, October 9, 2024.**

- A. Booth fees are non-refundable except in cases where Tonto Apache Tribe Pow Wow Committee is unable to deliver possession of the premises or hold the scheduled Pow Wow, or if cancellation is given in writing (7) days prior to start date of Pow Wow.
- B. We will not accept personal checks. We will accept Money Orders or Cashier's Checks. Make checks payable to Tonto Apache Tribe. Write Pow Wow Vendor in memo section.

**8. Business License:**

- A. A business license is required for all Vendors. The Tonto Apache Financial Services Regulatory Agent has provided a Business License application as well as rules and regulations. Please submit that application as well as payment of \$75.00. If you have any questions about the Business License, you may contact the Regulatory Agent directly at (928)472-3000 or [tcfsra@tontoapache.org](mailto:tcfsra@tontoapache.org).

**9. Licenses/Cards Display:**

- A. All booths must clearly display copy of Tribal Business License.
- B. Food booths also MUST display Food Handler's Card(s) of all individuals working the booth, including cashiers.
- C. We request that business licenses and food handler's information be placed at the front of the booth for all Vendors.

**10. No Beverage Sales:**

- A. The PowWow Committee and Tribal School will be handling water, Gatorade, and sodas. Therefore, Vendors may not sell any of these beverages or any other beverages.

**11. Cleanup:**

- A. Vendor is responsible for cleanliness of Vendor-assigned booth(s), during the Pow Wow and must keep the booth(s) clean and presentable at all times during the Pow Wow.
- B. Trash will be collected in designated areas.
- C. Vendors must leave booth in a clean state when departing the premises or Vendor will be assessed a clean-up fee of up to \$75.00.**
- D. Food Vendors will be responsible for disposing of used oil properly.

**12. Setup/Takedown:**

- A. Vendor must check in at Check-in Table prior to setup. Check-in begins at 7 a.m.
- B. Setup is between 8 a.m. and 3 p.m. on Friday, October 18, 2024.
- C. Takedown is between 10 p.m. and midnight, Saturday, October 19<sup>th</sup>, and Sunday, October 20<sup>th</sup> before noon.
- D. Vendor shall not move personnel, equipment, products or materials into the Premises prior to the beginning of the term of this Agreement unless written approval for earlier use is granted by TAT Pow Wow Committee.

**13. Equipment/Services Provided by TAT:**

- A. Trash bins will be available throughout site. Light poles will be placed around field. Vendor must supply booth lights and power.
- B. Items and services not listed herein must be requested in writing and will be provided to Vendor by Pow Wow at the sole discretion of the Pow Wow Committee. Vendor shall pay TAT for additional costs for labor and equipment at the Pow Wow prevailing rates made by the Pow Wow Committee. Failure to furnish any of the foregoing services due to circumstance beyond the control of Pow Wow Committee shall not be construed a breach of this Agreement.

**14. Premises Use:**

- A. Vendor acknowledges and accepts responsibility to ensure that Vendor shall not use the Premises or permit the Premises to be used by any employee,

contractor, agent, exhibitor, guest, or invitee of Vendor in any manner other than as established by this Agreement or for any illegal purposes.

**15. Independent Contractor:**

- A. Vendor acknowledges that it is an independent contractor, for all purposes related to the execution of this Agreement, and as such is not covered under the TAT general liability insurance or any other insurance policy of the TAT, when acting under this agreement. Vendor warrants and represents to TAT that the Vendor is fully and properly qualified to perform as provided for herein, and shall indemnify and hold the TAT harmless from all liabilities, damages, expenses, costs, and charges arising out of or related to any act, omission, or representation of the Vendor or Vendor employees. The parties to this Agreement understand and agree that the Vendor shall not be construed as an employee of TAT for purposes of carrying out its responsibilities under this Agreement.

**16. Conduct:**

- A. Vendor hereby assumes full responsibility for the character, acts, and the conduct of all Vendor's employees, agents, contractors, representatives, patrons, guests or invitees admitted to the Premises.
- B. Tonto Apache Pow Wow Committee reserves the right to eject any person or persons from the Premises at any time and for any reason. Vendor hereby waives any and all rights and claims for damages, including but not limited to claims for lost profits, as a result of TAT exercising this right.

**17. Liability:**

- A. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for damages to person or property resulting from Vendor's or Vendor's employees, agents, contractors, representatives, patrons, guests or invitees admitted to the Premises, or Vendor's obligation under this Agreement.

**18. Use of Image:**

- A. Vendor agrees that the Tonto Apache Tribe and the TAT Pow Wow Committee and their agents, contractors and representatives, have the exclusive right to use video and other video/audio portrayals of Vendors or Vendor's likeness taken during the Pow Wow in any medium or any nature whatsoever for any purpose, including the right to modify the image, in perpetuity, including advertising or promoting the services of Pow Wow Committee or Tonto Apache Tribe without any compensation being paid to Vendor and without any notice of approval. Any such portrayal or likeness shall be the exclusive property of the Tonto Apache Tribe.

**19. Termination:**

- A. This Agreement may be terminated by TAT Pow Wow Committee for any reason upon seven (7) days of the event with written notice to Vendor. In the event of

such termination TAT Pow Wow Committee shall refund to Vendor any and all fees paid through the date of termination. In the event of Vendor's failure to comply with the terms of this Agreement in any respect, TAT Pow Wow Committee may immediately terminate this Agreement, and may require Vendor to dismantle its assigned booth and/or vacate premises, and retain all monies paid by Vendor for booth and other fees.

**20. Authorized Signatures:**

- A. Each individual executing this Agreement on behalf of Vendor represents and warrants that s/he is duly authorized to execute this Agreement on behalf of Vendor and that this Agreement is binding upon Vendor without the approval of any other person. Furthermore, each individual executing this Agreement on behalf of the Vendor is also assuming personal liability for this Agreement.

This Agreement is not valid unless signed by TAT Pow Wow Chairperson, or designee, countersigned by an authorized representative of Contractor and a fully-executed copy is returned to the office of the TAT.

IN WITNESS HEREOF, the parties here to have caused this Agreement to be executed as of the date and year hereinafter respectively set forth by TAT Pow Wow.

Vendor Booth Specification:
Signature:
Print Name/Title:
Date:

<b>Tonto Apache Tribe Pow Wow Committee</b>
Committee Member:
Signature:
Print Name/Title:
Date: