**WAIVER AND HOLD HARMLESS AGREEMENT**

In consideration of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of organization) and its Members, employees, volunteers or guests, being allowed to participate in Chicago Fest West, the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of organization) participation in Chicago Fest West.

To the fullest extent permitted by law, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of organization) hereby agrees to defend, indemnify and hold harmless College Bound AZ, the City of Mesa, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorney’s fees), which may in anywise accrue against College Bound AZ, the City of Mesa, its officials, agents and employees, arising in consequence of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of organization) participation in the Chicago Fest West, or which may in anywise result therefore, except that arising out of the sole legal cause of College Bound AZ, the City of Mesa, its agents or employees. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of organization) shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against College Bound AZ, the City of Mesa, its officials, agents and employees, in any such action, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of organization) will at its own expense, satisfy and discharge the same.

The undersigned shall provide College Bound AZ and the City of Mesa if applicable to the nature of the services provided a certificate of insurance reflecting coverage for general liability coverage in satisfactory amounts. College Bound AZ, the City of Mesa, its officials, agents, employees and volunteers are to be covered as additional insured as respects the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of organization) participation in Chicago Fest West.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

 The undersigned represents it has full authority to execute this Waiver and Hold Harmless Agreement on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of organization). Agreed this \_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |
| --- | --- | --- |
| **Signature of Authorize Person** | **Title** | **Date** |

Nothing set forth in this Agreement shall be deemed a waiver by the City of Mesa of any defenses or immunities relating to any person or entity or their property, that are or would be otherwise available to the City of Mesa or its Representatives, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Arizona or the United States of America.

**VENDOR ASSIGNMENT INFORMATION**

Submission of a completed vendor application does not guarantee acceptance into the event. The applicant will be notified of their acceptance or denial within 10 business days of receipt of application. Vendors will be provided with their space assignments, set-up times, and other logistics information by email approximately two weeks prior to the event.

**ELECTRICAL NEEDS**

*If electrical hook-up is requested, please describe each electrical need below:*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Type of Application  | Quantity | Volts | Watts | Amps | Outlet (110 V or 220V) |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**MARICOPA COUNTY**

Vendors are required to obtain necessary food service permits through Maricopa County. For more information, visit www.maricopa.gov/5339/Food-Permits or call602-506-3301. Food service permit application(s) and payment must be submitted directly to the MCDPH no later than 10 days prior to the event. Maricopa County and the City of Mesa will schedule applicable inspections as needed. Vendors must arrive at their designated time slots and be set up in time for scheduled inspections. Vendors must pass inspections in to participate in the event.

**SUBMISSION INSTRUCTIONS**

Please complete all sections of the application and submit payment to be registered. You may also print and mail your completed application and payment to:

College Bound AZ

4222 E Brown Rd, UNIT 33

Mesa, AZ 85205

For questions or more information, please contact:

Samantha Hui, Program Manager

shui@collegeboundaz.org

602-550-3161

If applicable, checks can be made payable to “College Bound AZ.” Cash payments can be made in person at College Bound AZ located at 4222 E Brown Rd, UNIT 33, Mesa, AZ 85205. Credit card payments can be made to <paypal.me/CollegeBoundAZ>.

**APPLICATION CHECKLIST**

€ Completed application form (Page 1 & 2)

€ Signed Vendor Acknowledgement Form (Page 4)

€ Signed Waiver and Hold Harmless Agreement (Page 5)

€ Certificate of insurance and endorsement (upon request)

€ Photo or image of the vendor unit

€ Refundable electrical hook-up fee (if applicable)

€ Applicable permit(s) from the Maricopa