

November 1, 2023

Dear Arizona Matsuri Vendor and Friend:

The Arizona Matsuri Steering Committee would like to invite you to be a part of the 2024 AZ Matsuri, a Festival of Japan. The dates for the 2024 AZ Matsuri will be February 24th and February 25th. We hope you will join us! To better accommodate you, our vendor, and our guests, we are continuing at Steele Indian School Park! The festival is being held at The Circle of Life in Steele Indian School Park, 300 E. Indian School Rd., Phoenix, AZ 85012.

I have enclosed the 2024 AZ Matsuri guidelines for merchandise vendors. Please review our guidelines and fill out the online contract and return **by December 10, 2023 for a discount**. The online contract will be available November 1, 2023.

Please Note:

- The application must be submitted online by December 10, 2023 and received no later than this date. If your application is not received by this time we are unable to offer a discount to your fees. No exceptions will be allowed.
- Submitting your contract does not guarantee participation in the festival. All contracts are subject to approval by the AZ Matsuri Steering Committee.
- If we receive your contract by **December 10, 2023**, and you are approved to be a merchandise vendor, you will receive a discount (see fee schedule).
- The final deadline for all applications is January 7, 2024.
- Once approved and accepted, you will have one week to submit payment.

ALL TRADEMARKED 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. This can be easily obtained by calling your insurance agent or company. 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 40th year for Arizona Matsuri! Festival participation ranges between 40,000 to 50,000 people for the two-day event. The theme for the 2024 Arizona Matsuri is "Cherry Blossom", known as sakura, are well known around the world for their radiant and transient beauty and is a symbol for renewal and optimism. The festival's goal this year is to showcase all of our vendors, performers, and participants' artistry and talents. We are coming together to display the best of Japan and Japanese American culture. Festival hours are 10:00 a.m. to 5:00 p.m., both Saturday and Sunday. The festival includes four to five stages of entertainment, taiko and martial arts, exhibitors, merchandise vendors, clubs, fine arts, a children's area, and, of course, you the merchandise vendors.

Please include electronic logos of your business for inclusion on the www.azmatsuri.org website. We would like to have a logo for all our Arizona Matsuri vendors.

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 | AZ Matsuri

Merchandise Vendor Coordinator
P.O. Box 35035 Phoenix, AZ 85069
T: 855.KEIA.NOW | T: 855.534.2669
www.AZMatsuri.org | AZMMerchandise@AZMatsuri.org

2024 ARIZONA MATSURI MERCHANDISE VENDOR GUIDELINES

- I. Participants should plan on participating the full hours of the event from 10:00 a.m. to 5:00 p.m. each day, Saturday, February 24th and Sunday, February 25th, 2024.
- 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 online your company logo with the company name for our Matsuri website and/or advertising for the festival.

III. Fees:

A cart/booth rental fee will be charged.

Rental fees are:

Earlybird Special: Submit application by December 10, 2023. Mandatory: All fees are to be submitted online at AZMatsuri.org/payments one week after approval.

10' x 10' space \$500

10' x 20' space \$700

Plus 15% of gross sales

Standard Rate: Submit application between December 11, 2023 to January 7, 2024. Mandatory: All payments are to be submitted online at AZMatsuri.org/payments.

10' x 10' space \$600

10' x 20' space \$800

Plus 15% of the gross sales

EXTRAS: (please use propane and ice chests if possible)

Electricity – 1-20 amp / 1-110 volt circuit - \$125

1 – 6' table - \$20.00

2 chairs - \$5.00

40lb bags of ice will be available at \$10 if ordered by December 10, 2023 or \$15 per bag from December 11 to day of and during event

All remaining fees due will be collected on Sunday at the closing of the event. All participants will submit 15% of their **gross sales** at Arizona Matsuri to the Steering committee at this time. MAKE CHECKS PAYABLE TO: Arizona Matsuri. If you do not have the funds conveniently available as cash you may submit your final payment (15% of gross sales) online. We will verify with our bank at the festival. Online submission is our preferred method of payment. If you are not able to compute your

total sales by the end of the day Sunday, we can charge your PayPal or credit card for an estimated amount and it will be adjusted when your paperwork is submitted. Opting for this option will result in a nonrefundable service fee of at least 3%.

All participants must complete and return the **Vendor Booth Application** form to reserve space. Applications are not complete until approved and fees have been paid. Fees must be submitted online within one week of approval.

Booth Amenities:

Booth space includes: 3 sides, 1 table, 2 chairs and 1-20 amp circuit/1-110 volt per 10' x 10' space. A 10 x 20 space includes 3 sides, 2 tables, 4 chairs and 2-20 amp circuits/2-110 volts.

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 a 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.

<u>Limited Electricity Available:</u> A 1 - 110 volt, 20 amp circuit is available for a \$125 fee. Vendors requesting electricity will be in one location at the festival.

Extra tables are available for \$20 each and chairs at \$5 per set of 2.

Vendors are responsible for procuring the proper permits and licenses.

<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.* (setting up additional tents or canopies behind or to the side of your booth is not permitted.)

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. PLEASE DO NOT POUR GREASE OR DIRTY WATER INTO PLANTERS OR TREE WELLS!!! Grease barrels and gray water tanks will be provided at areas near the food vendors.

<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 your 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 set up and ready to open at 9:30 a.m. each day. Booths must remain open until 5:00 p.m. both days. Break down begins at 5:00 p.m. each day.

<u>Participation Application</u>: All participants <u>must sign</u> the Participation Application and <u>return</u> it by **December 10, 2023** for the discounted rate or by the final deadline of **January 7, 2024.**

<u>City Sales and Tax License</u>: A City sales tax license number may be required for selling items. Please contact the City Treasurer's 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 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 AZ Matsuri after you are approved. It is a team effort to get the word out about this event and its new location!

<u>Event Participation</u>: **Due to increased interest by vendors for the 2024 Arizona Matsuri, we cannot guarantee that every interested vendor will be allowed to have a booth for the 2024 Matsuri.** First preference will be given to past vendors and the Matsuri Steering Committee will determine which new vendors to add.

<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. \$10 parking ticket fees for Lots A, B, C and E will be automatically added to your registration fees. (<u>If you are leaving a vehicle ie: u-haul truck in the parking lot over night, that is considered one of your parking spaces. If the vehicle is oversized and takes up two spaces-that is your two allocated parking spaces)</u>

<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, 2024.

<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 **AT YOUR OWN RISK**.

<u>Health Requirements</u>: All food vendors must follow the Maricopa County Health Department Guidelines. <u>Please read carefully as there have been some changes from prior year's requirements! FEES HAVE INCREASED AND NO ON SITE PERMITS WILL BE ISSUED. You must apply and pay for your permit in advance.</u> ALL BOOTHS WILL BE INSPECTED BY THE COUNTY HEALTH DEPARTMENT AND THE FIRE DEPARTMENT. PROVIDED THEY MEET REQUIREMENTS, THEY WILL BE LICENSED TO SERVE THE PUBLIC.

INSURANCE REQUIREMENTS

Insurance is recommended for all vendors including merchandise vendors. However it is not mandatory for merchandise vendors only. Vendors shall procure and maintain 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 Coordinator by February 1, 2024 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.

<u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u>: 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)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "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."
- 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. <u>NOTICE OF CANCELLATION:</u> 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 1, 2023. 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: (602-262-6785, Option 4)

Please sign and upload the Vendor Contract attached ONLINE at AZMATSURI.ORG.

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

We look forward to reviewing your application.

Best wishes,



Chakeia Johnson | Co-Chair 2020-2023 | AZ Matsuri Merchandise Vendor Coordinator P.O. Box 35035 Phoenix, AZ 85069 T: 855.KEIA.NOW | T: 855.534.2669

www.AZMatsuri.org | AZMMerchandise@azmatsuri.org

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