



## **2020/21 Participation Agreement & Liability Waiver**

Thank you for joining Determined Events! We understand that the Phoenix Metro area provides several options for small businesses like yours to participate in & we want to thank you for your support & your participation in our event & our communities.

### **Events Requirements**

#### **Food Trucks, Trailers & Carts:**

- Must have your own power source. (i.e: a generator). No electricity will be provided.
- Insurance is required along with additionally insuring Determined Events as well as providing a COI with this application.
  - Required to complete registration form via GetDetermined.net
- Required to register for each & every event you're interested in through the Determined Events website - GetDetermined.net
- Must pay a (\$30) Security Deposit for every event you book with Determined Events & is due w/in one week of the event date. (This fee secures your spot for the event & will be returned once the event is completed.). This fee is non-refundable within 48 hours of the event.
- Agrees to pay all fees for any & all cancellations (\$100 fee) & 'no shows' (\$200 fee) to Determined Events within 24 hours of said cancellation or "no show".
- Required to maintain a sales report for all Determined Events & submit this report at the end of each event for the required 10% sales commission paid out to Determined Events after each event.
- Must arrive on time. Arrival times for each event are delivered via email within 24 hours of the event's start time containing all necessary directions, maps, as well as all other pertinent information required for your participation.
- Arriving late may result in a 'cancellation' or 'no show' where the responsible party would then be accountable for the associated fees - due immediately.
- Must only submit photos & information of their own food items & may not at any time submit plagiarized pictures or information to Determined Events (& claim it as their own) for the sake of marketing & promotions.

#### **Pop Up Vendors:**

- Must have a 10x10 canopy tent for every event. Tent must not have any tears, or be broken in a way that may create any sort of liability &/or pose a risk to others. Tent must also have weights &/or stakes in case of inclement weather.
  - Required to have lighting for evening events (battery/solar - no electricity provided)
    - Must pay the mandatory space fee w/in one week of the events start date.
    - Required to register for each & every event through GetDetermined.net
    - Required to have a business license &/or consultant info (for MLM vendors).

## **Payments & Commissions**

### **Food Trucks, Trailers & Carts**

- Required to maintain & submit a sales report for all A Determined Mind events.
- Must pay a \$30 Space Fee/(non-refundable) Security Deposit for each event due within one week of the event start date. This fee is non-refundable within 48 hours of the event date.
- Determined Events charges a 10% commission of **gross** (reason for the sales report) sales for each event. Determined Events reserves the right to change this percentage at any time for any reason.

### **Pop-Up Vendors**

- Must pay a \$20 Space Fee for each event. This is due one week prior to the event date, no later. This fee secures your spot for the event.
  - This fee is non-refundable within 48 hours of the event's start time.
- No sales commission is collected by Determined Events for pop-up vendors at any of our events at this time.
- A Determined Mind reserves the right to change these fees & payments structures at any time for any reason.

## **Liability Release**

\*I, (the person(s) or company undersigned) \_\_\_\_\_, agree to the requirements within this agreement in order to participate in any Determined Mind Events.

\*I agree to request permission from Determined Events to reuse, repost, or re-circulate any & all marketing &/or promotional materials created on my behalf by Determined Events for the purpose & use of marketing &/or advertising my participation in any & all participations with Determined Events. Determined Events reserves the right per this agreement to market you & your company using the material created through our marketing department; however we require notice & written permission to Determined Events in order for you, the merchant to reuse this material for any purpose.

\*I agree to pay the designated space fee/gross percentage for every event. (Payment discrepancies will always be handled on an individual basis.)

\*I agree I am liable for attending all events I book with Determined Events & also agree to pay all \$100 cancellation fees for Food Trucks, Trailers & Carts & \$50 cancellation fees for Pop-Up Vendors. As well as agree to pay all No Show fees of \$200 per no show for Food Trucks, Trailers & Carts & \$100 per no show for Pop-Up Vendors

\*I understand & agree all sales commission reports will be provided to Determined Events immediately after each event. Determined Events requires you to maintain your own records of all payments on the events that you participate in & submit them after all sales are completed.

\*I understand & agree that access to electricity & water are not provided (*unless otherwise approved with Determined Events & the venue*) this means all vendors are restricted from utilizing products, equipment, displays, etc. with the intent to plug into any electrical outlets without previously gaining permission from Determined Events. This includes (but is not limited to)...laptops/computers, fans, generators, cell phone chargers, portable televisions, electronic equipment, food heating/cooling appliances, etc. Anyone caught using electricity &/or water they have not previously received permission to use will immediately be charged \$100 fee for deliberate misuse of resources.

\*I have completed all necessary steps in compliance with the regulations required of me through the Maricopa County Health Department (where food is involved) & proper licensing to conduct business, I already have submitted or will be submit all required documents through the Determined Events (GetDetermined.net) website & will continue to update my documents as required by the county Health Department.

\*I understand & agree that I am not to sell any illegal items, drugs, alcohol or any such related products, obscene literature or merchandise.

\*I agree to be punctual to all events I agree to participate in with Determined Events & that I am responsible for all associated fees for canceling &/or no showing any events I agree to attend. (No show/no calls, last minute cancellations &/or tardiness will not be accepted) Determined Events appreciates your time in preparing for these events & knows you appreciate the time we take to plan for your attendance. We understand unavoidable emergencies will occur, however they are not an excuse for a last minute cancellation/no show & we ask for this respect of our time just as you can expect this from us.

\*I agree to comply with all regulations set forth by Determined Events, the venues & the Health Department (when applicable) for any & all events in which I participate.

\*I release Determined Events and the owners/company of the event locations from any & all liability as a result of injury &/or damages caused or incurred to &/or by the undersigned, employees thereof, company, or products present &/or sold at any & all Determined Events events. Determined Events & the event locations are not responsible for lost, damaged or stolen items of any kind at any time..

\*All trucks/vendors & their products &/or materials must be pre-approved by Determined Events prior to any & all events. All menu items/products must be pre-approved through the Sign Up process via the Determined Events website (GetDetermined.net) or through the responsibility of the business owner to ensure any & all changes made to previously submitted documents are updated to Determined Events Immediately.

\*Determined Events reserves the right to make any & all necessary exceptions &/or provisions in set up, lineups, times, dates, locations, etc for any venue location at any time for any reason. Determined Events also reserves the right to refuse service to anyone for any reason at any time for any & all tables, vendor &/or truck spaces, loitering &/or distribution of materials for any reason at any time.

Thank you for your support!

**#StayDetermined my friends ...**

Owners Signature \_\_\_\_\_

Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Determined Events \_\_\_\_\_

Date: \_\_\_\_\_