



**2019 BENSON PONY EXPRESS WESTERN DAYS**  
**Saturday, September 21, 2019**  
**10 a.m. – 4 p.m.**

**VENDOR APPLICATION**

435 N Adams St, Benson, Arizona  
**Fun Roster of Events!**

**"All Years" Car & Motorcycle Show, Tractor Pulls, Antique Engine Display,  
Pony Express Mail Run to Dragoon**

**Kids' Activities, Raffle, 50/50 Drawing, Plus Other Events**

**KIIM-FM Live Broadcast - 11 a.m. – 1 p.m.**

**Live Music & D.J. provided by Dave Owens Band**

**Pre-Registered Food Booths, Vendors & Crafters**

Info booth	<b>\$10</b>	\$ _____
10x10 no electric	<b>\$25</b>	\$ _____
Food Booth - 10x20 w/electrical (see pg 2)	<b>\$50</b>	\$ _____

**NOTE: There will be an additional \$5.00 charge for Day of Event Registration**

***PLEASE SEND SEPARATE APPLICATION FOR EACH BOOTH (ONE ONLY ALLOWED FOR FOOD BOOTH)***

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
Tax I.D. Number (If you have one) \_\_\_\_\_

Give a description of your booth, including size of trailer or recreational vehicle; length and width should be computed to include tongue, mounted generators, or awnings that are part of the display. ***A complete description of what you are selling, the type of display and/or activity to be done is necessary to select an appropriate booth location. Attach additional pages if necessary.***

APPLICATIONS MUST BE RECEIVED BY SEPTEMBER 01, 2019 FOR BOOTH ASSIGNMENT. RECEIPT OF THIS APPLICATION DOES NOT GUARANTEE APPROVAL OF BOOTH SPACE WITHOUT VERBAL CONFIRMATION. **VENDORS WILL BE NOTIFIED OF BOOTH SPACES BY SEPTEMBER 10, 2019**

➤ **Payment may be made by cash, check, money order, or PayPal**

➤ **Make checks payable to Benson Beautification**

**298 E. 4<sup>th</sup> St, Benson, AZ 85602**

**Contact Info: Cindy Allen 520-631-5507 or BensonAZmurals@gmail.com**

Benson Beautification Use Only:

DATE RECEIVED \_\_\_\_\_ AMOUNT ENCLOSED \_\_\_\_\_ INITIALS ON ALL ITEMS \_\_\_\_\_

SPACE ASSIGNED \_\_\_\_\_ HEALTH PERMIT RECEIVED \_\_\_\_\_ INSURANCE AND ENDORSEMENT RECEIVED \_\_\_\_\_

- **All Electrical Booth Spaces are on a 1<sup>st</sup> come - 1<sup>st</sup> served basis.**
- Vendor is responsible for ensuring the booth does not overhang the allotted space allowed. Vendor will be charged an additional space fee for booths that do not fit within the allotted booth space. Payment will be due no later than the day of the show; **no exceptions.**  
\_\_\_\_\_ (Initial Here)
- **Food Vendors can only purchase one booth for the purpose of selling food.**

**\*Electrical outlets are 15 AMP --- ANYTHING OVER, YOU MUST SUPPLY YOUR OWN ADDITIONAL POWER - whisper quiet generators only.**\_\_\_\_\_ (Initial Here). **THE CITY OF BENSON WILL NOT ACCOMMODATE VENDORS WHO REQUIRE MORE THAN 15 AMP BREAKERS TO OPERATE EQUIPMENT.** \_\_\_\_\_ (Initial Here).

**• Vendor Setup Times are 6:00 am – 8:00 am \_\_\_\_\_ (Initial Here).**

- No Selling of Water Balloons, smoke or stink bombs. No giving away bottles of water.
- Vendors are NOT permitted to sell knives, air soft BB guns and/or firearms of any kind.
- Benson Beautification reserves the right to refuse sales of items deemed inappropriate with respect to the Event Venue.
- We Reserve the right to refuse any vendor application. \_\_\_\_\_ (Initial Here)
- It is the vendors' responsibility to obtain all necessary licenses and to properly display them at their booths at all times. Vendors closed by an inspection will not receive a refund.
- In an effort to reduce waste and concern for the environment, vendors are requested to make every effort to minimize the amount of waste generated from their booths.
- Vendor signs must be professional and understandable.
- Vendors must keep the area inside and outside of their event space clean. Any unapproved dumping will result in a clean-up charge equal to time and material used.
- Benson Beautification assumes no liability for refunds or any other liabilities for the failure to fulfill the terms and conditions of this application due to any reason the event is interrupted or destroyed by rain, wind, fire, natural disaster, act of God or any other calamity. \_\_\_\_\_ (Initial Here)
- Benson Beautification neither estimates nor guarantees revenues nor the number of event patrons.
- **Absolutely no refunds, for any reason, will be given.** \_\_\_\_\_ (Initial Here)

**Food Vendors must provide an insurance rider compliant with the City of Benson’s requirements.**

Food Vendors are required to provide the City of Benson and Benson Beautification with a Certificate of Insurance naming the City of Benson and Benson Beautification as additional insureds for one million dollars per occurrence for events held on city property.

Certificates of Insurance **WILL NOT BE ACCEPTED** unless accompanied by a declaration.

**Certificate Holder section should read:**

- **City of Benson  
120 W. 6th St, Benson, Arizona 85602  
and  
Benson Beautification  
298 E 4<sup>th</sup> St, Benson AZ 85602**

All food booths must be approved by the Cochise County Health Department. Call 520-586-8206 or visit the Cochise County Health Department at 126 w. 5<sup>th</sup> St, Benson AZ.

Any fees charged are separate from the booth fees. A copy of the temporary food permit must accompany this application.

All food booths must attach a certificate of insurance as stated on page 2 of this application.

All food vendors must show that they have approval from the Cochise County Health Department prior to a space being assigned.

**RELEASE, DEFEND INDEMNIFY AND HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, Applicant agrees to release, defend, indemnify and hold harmless Benson Beautification and the City of Benson and their agents, agencies, representatives, partners, assigns, officials, employees and officers from and against any and all losses, liability, claims, actions, suits or damages including, but not limited to personal injury damages (including death) or property damages which arise, result, or otherwise might be attributable to: (a) Applicant's dealings with third parties; (b) Benson Beautification's issuance of approval of this application; (c) injuries, sickness, disease, or death to any person arising directly or indirectly, in whole or in part, out of or in any way relating to Applicant's activities on the event date(s) at issue. This indemnification includes the costs of litigation and legal fees incurred from the above, regardless of whether there is a claim that the indemnities were negligent. Applicant agrees to pay its own expenses, to defend all of the persons to whom this covenant extends against any such claims. The duty to defend is separate from the duty to indemnify and is enforceable regardless of fault or negligence of indemnities.

Applicant shall have full control of the defense of any litigation and may settle, compromise or adjust the same, provided that Benson Beautification and the City of Benson, upon relieving Applicant in writing of indemnification, shall have the right to conduct any such litigation at its own expense by its own counsel.

If Applicant is acting on behalf of an organization, Applicant certifies that he/she is the agent of the organization, is acting on the organization's behalf, and is duly authorized to execute this Release and Indemnification Agreement on the organization's behalf.

Applicant acknowledges; if required as determined by the City of Benson, a Certificate of Insurance naming the City of Benson and Benson Beautification as additional insureds and an Endorsement must accompany this application.

By signing below, Applicant acknowledges that he/she has read and agrees to abide by all the terms, conditions, rules and regulations outlined in the Benson City Code, state laws and federal laws and further certifies that he/she has read and understands all the terms of this Release and Indemnification Agreement, and the Application to which is it attached, and agrees that he/she shall be bound by its terms and conditions.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019 \_\_\_\_\_

Signature of Releasor