

FEARLESS KITTY RESCUE 5K RACE



Sunday, March 26, 2017

Setup Start Time: 6:00 a.m.
Day of Race Registration Starts: 7:00 a.m.
Race Start Time 8:00 a.m.

VENDOR APPLICATION INSTRUCTIONS

We would love to have your business join us for the 2nd Annual Fearless Kitty Rescue 5K Race Sunday, March 26, 2017, at the Scottsdale Sports Complex at 8081 E Princess Dr, Scottsdale, AZ 85255. Vendor Booth fees are \$50 for a 10' x 10' area. Vendor will be responsible for tents, chairs etc. *Fees are waived for confirmed 501(c)(3) organizations.* Confirmation is based on submitting your Letter of Determination for 501(c)(3) status, which must accompany your vendor Application.

Mail-In Applications - complete the attached Application, include your \$50 check (payable to Fearless Kitty Rescue), notate on the check your business's name and mail to:

Fearless Kitty Rescue 5K Race
Fearless Kitty Rescue
P.O. Box 19601
Fountain Hills, AZ 85269

On-Line Applications - Print the Application from [HERE](#). Complete, scan and email your application to christine@fearlesskittyrescue.org. You may pay via PayPal using [Fearless Kitty Rescue 5K Vendor Fee](#). PLEASE indicate that the payment is for [Fearless Kitty Rescue 5K Race](#) **AND** add the name of your business in the notes section.

Your submission will be considered complete when Fearless Kitty Rescue receives both your Application and payment(unless your 501(c)(3) letter is provided). You will be contacted as soon as your Application is received and reviewed.

Fearless Kitty Rescue • A Non-Profit 501(c)(3) • A Charitable Arizona Organization
P.O. Box 19601, Fountain Hills, Arizona 85269
www.fearlesskittyrescue.org • info@fearlesskittyrescue.org

Fearlessly saving kitties in need

FEARLESS KITTY RESCUE
5K RACE
APPLICATION DEADLINE: MARCH 15, 2017

Vendor Application

I. Vendor Information

Business Name	Contact Person
Mailing Address	City State Zip Code
Physical Address	City State Zip Code
Federal Tax ID #	Phone Number
Email Address	Fax Number
Web Site Address	Day of Race Contact Tel. Number

_____ Check here if Vendor is a 501(c)(3) organization.

_____ Check here if Vendor is a In-Kind Sponsor.

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II. Event Rules

ACCEPTANCE

Applications with payment (or 501(c)(3) letter) that are received by **March 15, 2017** will receive a decision regarding acceptance no later than March 20, 2017. Applications received after March 15th will receive a response as soon as possible. Any fees paid will be refunded to those applicants that are not approved.

FIRE RULES

All canopies must be made of fire resistant material or treated with flame retardant. No smoking is permitted anywhere on the race grounds. Open-flamed candles are not permitted.

RACE DAY SET-UP

Vendors may arrive no earlier than 6:00 a.m. the day of the race, must be open for business by 7:00 a.m., and are asked to remain open from 7:00 am until end of race, rain or shine. No electricity or water is available.

Unloading area will be at your pre-assigned booth site. Vehicles are NOT permitted on Scottsdale Sports Complex Playing Fields but are permitted on roads leading to pre-assigned booth site. After unloading ALL VEHICLES must be moved to the general parking area. You will be informed of your pre-assigned booth site prior to the race via email. Site map will be provided.

Vendors shall keep their booth within the boundaries of their assigned space at all times and may not encroach upon space assigned to another Vendor. Vendors shall promptly remove any offending structure upon the request of Fearless Kitty Rescue staff. Fearless Kitty Rescue may, at any time, require a Vendor to change location at the race. Vendors shall promptly move upon request of Fearless Kitty Rescue staff. Vendors are responsible for cleaning their booth sites and surrounding area during and at the end of the race.

FAILURE TO FOLLOW RACE RULES

Should a Vendor, at any time, occupy the premises in a manner contrary to these rules, upon request of Fearless Kitty Rescue staff, the Vendor shall immediately cease such offending conduct. Failure to immediately comply as requested shall be cause for immediate expulsion from the race. Upon revocations, Vendor promptly vacate the premises with all of Vendor's property.

INDEMNITY

The Vendor agrees and covenants to hold Fearless Kitty Rescue and its designees, officers, agents, representatives, employees, and volunteers harmless and to promptly indemnify Fearless Kitty Rescue from and against any and all claims, actions, damages, liability of every type and nature, including costs and legal expenses incurred by reason of any activity arising under or in connection with Vendor's participation in the Fearless Kitty Rescue 5K Race, including loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity relating to such participation. In the event Fearless Kitty Rescue and/or its designees are, without fault on their part, made a party to any litigation commenced by or against the Vendor, the Vendor shall hold Fearless Kitty Rescue and its designees harmless in connection with such litigation.

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III. Vendor Release Form

Release and Waiver of Liability for Vendors

This release (the "Release") is executed as of the date indicated below by the undersigned Vendor(the "Releasor") in favor of Fearless Kitty Rescue and its directors, officers, employees, volunteers and agents (collectively, "FKR") as a condition of obtaining consent from FKR to participate in any capacity at the Fearless Kitty Rescue 5K Race (the "Race")

Releasor has requested that FKR permit the Releasor, its employees, its volunteers, or its agents to attend and participate in the Race. FKR has advised the Releasor that participation in the Race is inherently dangerous especially for persons neither trained nor experienced in setting up, implementing and taking down vendor booths and equipment in connection with a race. Releasor still wishes to participate in the Race and is willing to assume full legal responsibility for all risks associated with such participation in the Race.

In consideration of FKR granting Releasor permission to participate in the Race, Releasor hereby releases, waives and discharges FKR from any and all liability, claims, demands, and causes of action, of whatever kind of nature, either in law or equity, which may hereafter arise from Releasor's participation with FKR and participation in connection with the Race.

Releasor understands and acknowledges that FKR may elect to provide group accidents or other liability insurance. Any coverage so provided will be governed by the policy language. Except to the extent that it may provide such insurance, FKR does not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of its vendors, and expressly disclaims any responsibility or obligation to do so. As a vendor, Releasor is expected and encouraged by FKR to maintain medical, health, and all other applicable insurance coverage for Releasor's own benefit.

Except as otherwise agreed to by FKR in writing, Releasor hereby releases and forever discharges FKR from any and all liability claims, demands, and cause of action whatsoever that may arise on account of any first aid and/or other medical treatment rendered during Releasor's participation with FKR and/or in connection with the Race.

Releasor hereby grants and conveys to FKR, all rights, titles and interest in and to any and all photographic images and video or audio recordings made by or on behalf of FKR, or made with FKR's consent, during Releasor's participation in connection with the Race, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

In the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release

By signing and completing below, Vendor understands and agrees to the Release and to the Event Rules.

Signature

Date

Print Name

Title