

## COVID-19 PROTOCOL AND VENDOR AGREEMENT

**\*The Prescott Downtown Partnership has updated the Covid-19 Protocol and Mountain Artists Guild is awaiting the latest instructions.**

### **Protocol to Mitigate Community Spread and Protect Vendors-**

- Vendors, staff and volunteers are required to wear masks to cover the nose and mouth.
- Vendors, staff and volunteers will be required to answer a short health screening questionnaire prior to check in and each morning before the start of the show.
- Vendors, staff and volunteers will be required to submit to a fever screening with touchless thermometer **prior to check in and each morning before the start of the show.**
- We encourage you to implement additional mitigation at your individual booths to the level you are comfortable–You may request shoppers wear masks to cover the nose and mouth, sanitize before coming in your booth, ask that they do not touch merchandise, etc... ***BUT you must create and bring your own signage to post in a visible location at the beginning of the show.***

### **The Prescott Downtown Partnership, Inc. will –**

- Place signage throughout the venue encouraging anyone not feeling well or exhibiting symptoms to stay home, in accordance with the CDC and Yavapai County Health Department recommendations.
- Place hand-sanitizing stations around the perimeter of the event.
- Mark bathroom lines to indicate 6-foot distancing.
- Plaza trash cans will be closely monitored throughout the event and pulled prior to reaching capacity.
- County restrooms and Porta-A-Johns will be sanitized frequently throughout the day.
- Place signage throughout the event encouraging attendees to exercise safe hygiene practices.
- Provide employees masks, gloves and hand-sanitizer.
- Employees exhibiting symptoms or those who feel unwell will not be working during the show, in accordance with the CDC and Yavapai County Health Department recommendations.
- Messaging will stress personal responsibility and respect for other attendees.

### **Release and Waiver of Liability Relating to Coronavirus/COVID-19 and variants thereof**

The novel coronavirus, "COVID-19", has been declared a worldwide pandemic by the World Health Organization and Yavapai County has adopted certain COVID 19 Protocols which you have been provided. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

**Prescott Chamber of Commerce, the event organizer and Prescott Downtown Partnership (collectively, "Released Parties") cannot prevent you, your agents, your employees or your customers from becoming exposed to, contracting, or spreading COVID-19 in connection with use of the Courthouse Plaza, surrounding areas, or the scheduled event. If you choose to participate as a Vendor or Organizer, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.**

**ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19.** I hereby choose to accept the risk of contracting COVID-19 for myself and/or my agents, employees or customers in order to participate in the scheduled event. I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to attend the scheduled event.

**RELEASE AND WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Released Parties,** and all of their employees, agents, volunteers, associates and affiliates **in connection with any exposure, infection, and/or spread of COVID-19 related to attending the scheduled event.** I understand that this waiver means I

give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

**CHOICE OF LAW:** I understand and agree that the law of the State of Arizona will apply to this contract and jurisdiction and venue of any claims shall only be filed in the Yavapai County Superior Court.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.**

### **YAVAPAI COUNTY COURTHOUSE RULES:**

**Please review the following Yavapai County Courthouse Plaza Rules. Rules will be strictly enforced by PDP to ensure the sustainability of the historic grounds and landscaping. If you have any questions prior to the show about the rules or the easiest way to adhere to them, please contact the Mountain Artists Guild.**

### **Yavapai County Courthouse Plaza Use Rules**

**No vehicles inside plaza** – Cars and trailers are not allowed to drive inside the Plaza footprint or walkways. All load in and load out must take place from the perimeter. Any vehicle permitted on the plaza for vendor load in or load out will result in a \$100 fine per vehicle. You also may be ticketed by the Prescott Police.

**Load In** – Load in for vendors **CANNOT** begin before **6 p.m.**, regardless of judge departure time.

**Tent Weights** - Tent weights **MUST** be elevated. Concrete blocks are not acceptable tent weights and cannot be placed on the grass.

**Tent Stakes** - Stakes and anything impaling the grass are prohibited —Use of tent stakes may breach and seriously damage the underground irrigation system and their use will result in an IMMEDIATE \$50 fine per stake, closure of booth and disqualification from future shows.

**Mats and Ground Cover** - No mats of any kind are allowed (excluding approved food preparation areas on the sidewalk at Gurley Street).

**Product Storage Containers** - Crates, boxes, coolers and all storage items must be raised a minimum of 2" off the ground with small blocks of wood or PVC (not to exceed 2" X 4" X 12") to allow maximum air flow to minimize damage to the grass. PVC smaller than 2" does not allow for adequate air flow. Bring small blocks of wood to elevate all storage/boxes. Bins, boxes and other storage containers cannot sit directly on the grass. They must be elevated to allow for air flow.

**Tent Placement** - Tents must be set up against the curb.

**Sidewalks and Brick Walkways** - Do not drive or park on the brick walkways or sidewalks. Driving on the brick walkways and sidewalks will result in a \$100 fine per vehicle.

**Displays** - Vendors are responsible for handling, erecting, and removing their display materials. No equipment, electricity or materials are provided by Yavapai County or PDP.

**Food Vendors** - All food Vendors using open flame must have a 2A10BC portable fire extinguisher located in the booth to comply with fire department regulations.

**Food Vendors** - Food preparation spaces must have a tarp under their booth.

**Plaza Infrastructure** - Vendors may not use Plaza picnic tables, benches, fencing, flag poles, statues or trees for their displays or exhibits. Do not lean on or tie anything to these structures.

**Damage** - If damage is noted by the County, the Vendors will be responsible for the cost of the repair, any fines incurred and agree to indemnify PDP.

**Security** - General security is provided by the Arizona Rangers Friday, & Saturday nights, but not for the protection of Vendor merchandise, items or booths. Any items that are unattended or left on the

Plaza overnight remain there at the sole risk of the Vendor.

**Booth Attendant** - Registered Vendors must be available in the booth during show hours. No dealers, agents or representatives will be allowed.

**Hours of Operation** - Booth must be staffed and remain open during show hours.

**Booth Structure** – Awnings and overhangs that could present a danger to the public must be flagged and/or padded for safety. No areas beyond the allotted space or on adjacent walkways should be utilized by Vendors and no obstacles, merchandise or items should be placed on the brick walkways or sidewalks.

**Failure to follow the foregoing Rules of Yavapai County will result in immediate fines and disqualification of future shows on the Courthouse Plaza. At the discretion of the Prescott Downtown Partnership and the Mountain Artists Guild, vendors may be given an opportunity to correct any infractions before being asked to permanently close their booths. If you have any questions, contact a Mountain Artists Guild representative before set up.**

## **RELEASE**

I hereby release and forever discharge The Mountain Artists Guild, Inc. (hereby referred to as the Guild), their staff, volunteers, all sponsoring organizations, the City of Prescott, and Yavapai County from and against any and all liability on account of personal injury or property damage cause by theft, fire, public catastrophe, act of God, or any other cause, to the person or property of the festival applicant and persons who are assisting, while in possession or under the supervision of the Guild. I have read and agree to the specific terms and conditions for participating in the Mountain Artists Guild Fine Arts and Chocolate Festival. I understand there are no refunds or rain checks owing to inclement weather, or other natural disaster, personal illness or injury, acts of war or terrorism. I understand that I store my artwork, personal belongings, or equipment on the courthouse site at my own risk. The Guild strongly encourages all vendors to carry appropriate levels of theft, damage, and liability insurance to ensure their own and patrons' protection. I hereby consent to the enforcement of all rules and guidelines. This contract cannot be cancelled or transferred after the refund date. The Guild reserves the right to remove any artists from present and/or future events for breach of written eligibility rules, disruptive behavior and/or violation of the laws of the City of Prescott, Yavapai County, or the State of Arizona. I understand that the Guild reserves the right to make final interpretation of all rules. Returned checks, if applicable: A \$50 fee will be charged for all bank returned checks, cancellations and foreign funds.

## **PUBLICITY:**

**I give the Mountain Artists Guild permission to use, in all its social media, digital and print publications, the following festival information: photographs of myself, my art and art creations, and my biography and/or Artist's Statement.**