

SAN CARLOS APACHE TRIBE
Veterans Fair & Rodeo Commissioners Committee
Veterans Pow Wow
P.O. Box 0
San Carlos, Arizona 85550



POW WOW MERCHANDISE & ARTISAN, FOOD VENDOR AGREEMENT

This Pow Wow Merchandise Vendor Agreement (“Agreement”) is made as of the date of the signature of the San Carlos Apache Tribe’s Chairman, by and between the San Carlos Apache Tribe Veterans POW WOW Committee and Vendor (as defined below).

SCAT: San Carlos Apache Tribe Veterans Pow Wow Committee
P.O. Box 0
San Carlos, AZ 85550

VENDOR: _____
Vendor Name

Vendor Address

Vendor City, State, Zip Code

Vendor Email

Vendor Telephone

WHEREAS, San Carlos Apache Tribe Veterans Pow Wow will be hosting the 2025 Veterans Pow Wow in San Carlos, Arizona on November 8 & 9, 2025 (collectively, the “Pow Wow”), located on the San Carlos Apache Reservation, at which SCAT Pow Wow desires to have Native American merchandise for sale, and food booth.

WHEREAS, Vendor desires to sell Native American merchandise, such as jewelry, arts, food and other crafts (hereinafter referred to as “Products”) at the Pow Wow, and SCAT Pow Wow desires to provide booth space to Vendor for such purpose.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. This Agreement shall be effective during the **Pow Wow**.
2. Location. The Pow Wow is to be held at:
San Carlos Highschool, Highway 70 Milepost 270 Peridot, AZ 85542

3. Dates and Times. Vendor will be permitted to display and sell its Products/Food at the Pow Wow in the booth space provided on the Premises on the following dates and times:

Dates:

- Saturday, November 8, 2025 8:00am-11:00pm
- Sunday, November 9, 2025 8:00am-11:00pm

4. Representative information:

A. Pow Wow Chairperson shall be the Pow Wow Representative in connection with the conduct of the Pow Wow and interfacing with Vendor.

5. Vendor Booths:

A. Booths shall be reserved by submitting an application, electrical service as well as additional equipment shall be available as set forth in the applications. The specific location of vendor's booth shall be determined by the Pow Wow Committee and is subject to change at any time.

B. Vendors shall be responsible for providing display equipment, setting up their own booths, and for all booth operations materials, including staffing their booth during hours of operation.

C. Vendors shall leave their booth in the same condition in which it was received.

D. Vendor booth shall not be allowed to sell any of the following beverages (water, water bottles, sodas and/or Gatorade). The committee themselves shall be selling those products.

6. Fees.

A. Vendor booth fee shall be as set forth in the application or as established by SCAT Veteran Pow Wow Committee:

- a. \$200.00 for 10 X 10 Arts & Craft - \$400.00 for 10 X 20 Arts & Craft
- b. \$200.00 for 10 X 10 Food Booth - \$500.00 for 10 X 20 Food Booth
- c. \$100.00 for 10 X 10 Arts & Craft – SCAT Tribal Member
- d. \$150.00 for 10 X 10 Food Booth – SCAT Tribal Member
- e. \$25.00 fee for San Carlos Apache Tribe Business License is a MUST: Vendors W-9 form shall be sent with the registration form; W-9 shall be returned with payment for tribal business license for two days.

We will not accept personal checks, we will only accept Money Orders or Travelers Checks: Payable to San Carlos Apache Veteran's Pow Wow, Attention: Kodee Goseyun (In the memo, write Pow Wow vendor). Credit Card payments will be accepted as well, please contact Kodee Goseyun at (928) 475-1794.

B. Food Booth – MUST send a copy of FOOD HANDLER'S CARDS.

C. We request that business licenses and food handler's information be placed at the front of the booth for all vendors. Food vendors will be responsible for disposing of used oil properly. Set up will occur at 6:00am Saturday morning (11/08/25) and must be taken down by 9:00pm, Sunday evening (11/9/25). The Pow Wow Committee will not be responsible for any damages, lost or stolen items. Any questions or concerns, you can contact Kodee Goseyun, (928) 475-1794.

7. Equipment/Services Provided by SCAT
 - A. Equipment and services included in the booth fee at no additional cost to vendor are as follows:
 - Trash
 - Electrical Wires
 - Lights
 - B. Items and services not listed herein must be requested in writing and will be provided to vendor by Pow Wow at the sole discretion of the Pow Wow Committee. Vendor shall pay SCAT for additional costs for labor and equipment at the Pow Wow prevailing rates made by the Pow Wow Committee. Failure to furnish any of the foregoing services due to circumstance beyond the control of Pow Wow Committee shall not be construed a breach of this Agreement.
8. Clean Up: Vendor is responsible for the cleanliness of Vendor assigned booths, during the Pow Wow and must keep the booth clean and presentable at all times during the Pow Wow. Trash will be collected in designated areas. Vendors must leave booth in a clean state when departing the premises or Vendor will be assessed a clean-up fee of up to \$75.00.
9. Move In/Out:
 - A. Vendor shall not move personnel, equipment, products or materials into the Premises prior to the beginning of the term of this Agreement unless written approval for earlier use is granted by SCAT Pow Wow Committee. Set up can be a day before on Friday, but there will be no security on that particular day until the following Saturday.
10. Premises Use
 - A. Vendor acknowledges and accepts responsibility to ensure that Vendor shall not use the Premises or permit the Premises to be used by any employee, contractor, agent, exhibitor, guest, or invitee of Vendor in any manner: For any illegal purposes.
11. Independent Contractor
 - A. Vendor acknowledges that it is an independent contractor, for all purposes related to the execution of this Agreement, and as such is not covered under the SCAT general liability insurance or any other insurance policy of the SCAT, when acting under this Agreement. Vendor warrants and represents to SCAT that the Vendor is fully and properly qualified to perform as provided for herein, and shall indemnify and hold the SCAT harmless from all liabilities, damages, expenses, costs, and charges arising out of or related to any act, omission, or representation of the Vendor or Vendor's employees. The Parties to this Agreement understand and agree that the Vendor shall not be construed as an employee of SCAT for purposes of carrying out its responsibilities under this Agreement.
12. Conduct
 - A. Vendor hereby assumes full responsibility for the character, acts, and the conduct of all Vendor's employees, agents, contractors, representatives, patrons, guests or invitees admitted to the Premises.
 - B. SCAT reserves the right to eject any person or persons from the Premises at any time and for any reason. Vendor hereby waives any and all rights and claims for damages, including but not limited to claims for lost profits, as a result of SCAT exercising this right.

13. Insurance

- A. During the term of this Agreement, Vendor at its own cost and expense shall obtain and maintain in full force and effect the following insurance with sound and reputable insurers licensed to do business on the San Carlos Apache Reservation where the Vendor conducts business.
- B. Indemnification. The Consultant agrees to defend, hold harmless, and indemnify Tribe against any and all losses, costs, damages, claims, expenses, or other liability whatsoever, including but not limited to accident or injury to persons or property, to the extent caused by the Consultant's negligence or intentional misconduct in the performance of this Agreement, provided that nothing herein shall be construed as an indemnification of Tribe for its own negligence or intentional misconduct.

14. Liability

- A. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for damages to persons or property resulting from Vendor's or Vendor's employees, agents, contractors, representatives, patrons, guests, or invitees use and occupancy of the Premises, or Vendor's obligation under this Agreement.

15. Use of Image

- A. Vendor agrees that the Tribe and the SCAT Veterans Pow Wow Committee and their agents, contractors and representatives, have the exclusive rights to use video and other visual/audio portrayals of vendors or vendor's likeness taken during the Pow Wow in any medium of any nature whatsoever for any purpose, including the right to modify the image, in perpetuity including advertising or promoting the services of Pow Wow Committee or Tribe without any compensation being paid to Vendor and without any notice of approval. Any such portrayal or likeness shall be the exclusive property of the Tribe.

16. Termination

- A. This Agreement may be terminated by SCAT Veterans Pow Wow Committee for any reason upon seven (7) days of the event with written notice to Vendor. In the event of such termination SCAT Veterans Pow Wow Committee shall refund to Vendor any and all fees paid through the date of termination. In the event of Vendor's failure to comply with the terms of this Agreement in any respect, SCAT Veterans Pow Wow Committee may immediately terminate this Agreement, and may require Vendor to dismantle its assigned booth and/or vacate the Premises, and retain all monies paid by Vendor for booth and other fees.

17. Authorized Signatures

- A. Each individual executing this Agreement on behalf of Vendor represents and warrants that s/he is duly authorized to execute this Agreement on behalf of Vendor and that this Agreement is binding upon Vendor without the approval of any other person. Furthermore, each individual executing this Agreement on behalf of the Vendor is also assuming personal liability for this Agreement.

18. Attorney's Fees. In the event any claim is filed, the prevailing party shall be awarded reasonable attorney's fees, together with all costs of expert witnesses, costs of litigation, costs of investigation and other related expenses incurred in connection with the proceedings.

19. Applicable Law and Remedies. This Agreement shall be governed by and construed in accordance with the laws of the San Carlos Apache Tribe. By virtue of this Agreement, and the nature of the Services to be performed, the Contractor hereby expressly consents to the civil jurisdiction of the San Carlos Apache Tribe, and agrees that any dispute arising under this Agreement shall be resolved in the San Carlos Apache Tribal Court, provided that nothing herein shall be interpreted as an express or implied waiver of the Tribe's immunity from suit.

This Agreement is not valid unless signed by SCAT Pow Wow Chairperson, or designee, counter signed by an authorized representative of Contractor and a fully executed copy is returned to the office of SCAT Office of the General Manager, Attention: Kodee Goseyun.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the date and year hereinafter respectively set forth by SCAT – Veteran Pow Wow.

Vendor Booth Specification: _____

Signature: _____

Print Name/Title: _____

Date: _____

San Carlos Apache Tribe Veterans Pow Wow Committee:

Committee Member: Kodee Goseyun

Signature: *Kodee Goseyun*

Print Name/Title: Pow Wow Committee President

Date: 09/09/25