FOOD VENDOR APPLICATION PACKET

March 24th (Friday is Youth Day Only), March 25th & 26th, 2017

Arizona Game and Fish Department Outdoor Expo Objective: To inform, educate, train and introduce the public through activities, demonstrations and exhibits of hunting, fishing, recreational shooting, archery, wildlife watching, off-highway vehicle and watercraft recreation, wildlife conservation, wildlife education, camping, trapping and other related outdoor activities that are consistent with the Department’s mission, policies and positions.
Arizona Game and Fish Department
Outdoor Expo Policy and Guidelines for Vendors

The Department’s objective for the annual Outdoor Exposition (Expo) is to inform, educate, train and introduce the public through activities, demonstrations and exhibits of hunting, fishing, recreational shooting, archery, wildlife watching, off-highway vehicle and watercraft recreation, wildlife conservation, wildlife education, camping, trapping and other related outdoor activities that are consistent with the Department’s mission, policies and positions.

Department Mission: The mission of the Arizona Game and Fish Department (Department) is to conserve Arizona’s diverse wildlife resources and manage for safe, compatible outdoor recreation opportunities for current and future generations.

Department Policy: The Department sponsors, organizes and conducts the Expo at its Ben Avery Shooting Facility. The Department relies on numerous Exhibitors to meet its objective for the Expo and will restrict Exhibitor participation to those that provide information, materials, products or services directly related to and in support of the Department’s objective.

Vendor: An individual or organization (industry, manufacturer, retailer, government, non-government, commercial and non-commercial) who is contracted or requested to provide support services such as food, beverage, transportation, ATM, and other event-related preparation and logistical services.

Application Process: Potential Vendors must complete and submit an Expo Vendor Application to the Department. Applications shall be reviewed by the Department to ensure the applicant meets the criteria set forth in Department policy. All applicants will be notified of their approval or disapproval to participate in the event. When applicable, applicants that are rejected will be reimbursed any fees paid.

Early Registration – Save $200.00 by registering by Midnight November 30th, 2016. (Documents and payment must be received before 5 pm on Nov. 30th)
Applications will not be accepted after the registration deadline Midnight, Monday February 27th.

Post Deadline Application Process: Cancellations may be identified after the application deadline. These spaces will be issued on a first-come, first-served basis. To inquire about availability, call (623) 236-7224.

Vendor Restrictions and Guidelines:
- The Department reserves the right to reject and/or expel any vendor, or parts thereof, that do not meet with the Department rules and policies.
- The Department will not guarantee any vendor sole proprietorship or representation of a product, service or location.
- Vendor booths must be staffed and available to serve at all times during Expo hours.
- Vendors must supply their own signage or banners to identify themselves, however, all signage must be fire retardant and approved by the Department.
- Vendor and Exhibitor Banners may be no larger than 10\'w x 3\'h and must be placed within their purchased space.
- Vendors will comply with all range safety rules and any other instructions given by authorized Department personnel during the Expo.
- All vendors subject to Expo Fees must submit payment at the time of registration.
- NEW - All signage, banners, linens, flags, backdrops, etc. within a tent must be Fire Retardant.
Food Vendors:
- All food vendors must submit an itemized list of menu items and prices to be sold during the Outdoor Expo.
- All food Vendors are expected to have food menu items available to serve the public for the entirety of the event.
- Food vendors are expected to provide quality customer service as a reflection on the Department.
- Food vendors must provide the Department with a Maricopa County Health Department health certificate with their application.
- Food vendors must provide their own power and fuel.
- The Department reserves the right to reject and/or expel any vendor, or parts thereof, that do not meet with the Department rules and policies or Maricopa Health Department regulations.
- Three food courts will be open throughout the 1,600 acre facility. Food court locations are the Main Event, OHV, and Family Adventure areas. Vendor locations will be determined after registration closes and all menus have been reviewed.
- The Family Adventure Area is the only area open on Friday (approximately 7,000 participants, mainly schools, home schools, exhibitors, vendors, and employees), the Main Event, OHV, and Clay Target Center will be open Friday only for exhibitor and vendor event set up.
- Approximately 450 Department employees and volunteers will be working the event on Saturday and Sunday, if you are willing to offer an employee/volunteer/Red Cross and Maricopa County Sheriff’s Office a discount for lunch, please indicate on your application and contact Madeline Gaffney with an employee menu, at mgaffney@azgfd.gov or 623-236-7224 by November 30th, 2016.
- NEW - Vendor agrees to be responsible and pay for any damages to any property at the Expo caused by Exhibitor or Vendor. The Department may pursue a claim against Exhibitor or Vendor for any damages and associated costs, and Exhibitor is prohibited from applying for any future Expo until the damages and costs are paid in full.

Electricity, Internet Connectivity and Wi-Fi:
- Telephone lines are not available. Internet Connectivity and Wi-Fi for electronic transactions are not guaranteed.

Ice:
- Ice will be available on site at $9.00 per 40 lb. bag, delivered to their location from the AGFD Employee Association, an independent non-profit organization. Partial bags are not available. Please pre-order online or call Brian Klinger prior the event.
- For questions about ice availability or to pre-order ice, please contact Brian Klinger at BKlinger@azgfd.gov or (623) 236-7473.
- During the event, vendors in need of delivery obtain by calling (623) 236-7473.

Set-up/Takedown/Parking:
- Set-up hours are 4pm – 7pm on Thursday, March 23rd; 7am – 7pm Friday, March 24th; 6am – 8am Saturday and Sunday, March 25th & 26th.
- Set-up procedures for Youth Day (March 24th) and the Family Adventure Area will be sent to vendors and exhibitors prior to the event.
- Expo hours are 9am – 5pm, March 25th and 9am – 4 pm, March 26th.
  (Youth Day March 24th - Family Adventure Only 8:30 - 2:30 - Expo is not open to the public)
- Vehicles will not be allowed to enter the Expo area on Sunday afternoon to take down exhibits until visitors have vacated the area and the Department has determined it is safe to do so.
- Vendors are not permitted to dismantle or takedown their booth until the Expo has concluded.
- Vendors must take all property with them when the event concludes. This includes trash, empty boxes, all used/unused items, supplies, equipment, etc.
- Dumping of clean water or ice in appropriate areas is acceptable.
• Vendors must park in designated parking areas. All Vendor vehicles must be removed from the event area by 8am each day.

**Overnight Camping for Exhibitors and Vendors:**
• Camping spots at the Main Range Shooter campground are offered at $30.00 a night for water and electric and $12.00 a night for dry camping to EXPO exhibitors and vendors. The campground has three restroom facilities with showers, and a dump station is available for all campers.
• Please go to the link provided and fill out the form noting “EXPO” and (organization name) in the comment section of the form to reserve your spot. Confirmations will be sent back through US Mail so please include a valid mailing address on your registration form.
• Register online at: [http://www.azgfd.gov/outdoor_recreation/basf_camp_res.shtml](http://www.azgfd.gov/outdoor_recreation/basf_camp_res.shtml)

**Security:**
• The Maricopa County Sheriff’s Office is on site 24/7 during the Expo to provide security.
• The Department does not guarantee the security and safety of any supplies or equipment and is not liable for any stolen or damaged items.
• Exhibitors must secure firearms and other items of value after hours.

**Insurance:**
• The Department requires a certificate of liability insurance from all commercial exhibitors and all 501(c)3 Not-for-Profit exhibitors that are selling goods, services, or conducting raffles (not including free raffles) during the Expo.
• See Attachment A for complete insurance requirement information and a Certificate of Liability Insurance and sample.
• For all insurance requirement questions please contact, AGFD Purchasing Manager at (623) 236-7456.
• Summary of minimum insurance requirements includes:

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
   • General Aggregate $1,000,000
   • Products – Completed Operations Aggregate $500,000
   • Personal and Advertising Injury $500,000
   • Blanket Contractual Liability – Written and Oral $500,000
   • Fire Legal Liability $25,000
   • Each Occurrence $500,000
   a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured(s) with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

2. **Business Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $500,000

3. **Workers’ Compensation and Employers’ Liability**
   Workers’ Compensation Statutory
   Employers’ Liability
   Each Accident $100,000
   Disease – Each Employee $100,000
   Disease – Policy Limit $100,000
   • Sole proprietors with no employees may submit a Waiver for Worker’s Compensation. Please visit [https://staterisk.az.gov/sole-proprietor-form](https://staterisk.az.gov/sole-proprietor-form) to obtain the Sole Proprietor Worker’s Compensation Waiver.
EXPO Vendor Safety

Checklist All vendors are to assure compliance with the following items:

• Tents or membrane structures used by food vendors who will be cooking on site will be required to be of flame resistant or treated material.
• All vendors cooking on site, or using their own generators, shall have available, an ABC type fire extinguisher.
• Generators are required to be at least 20 feet from all tents, membrane canopies or structures, and isolated from public access, or located in other approved safe locations. Gas cans are to be stored separately from generators. All extension cords shall be placed so not to cause a trip hazard.
• Open flame cooking shall NOT be located inside tents, membrane canopies or structures.
• All Food vendors shall comply with all Department of Health requirements.
• All propane bottles shall be tested for leaks, using soapy water or other like solution, prior to each use.
• All structures shall be properly anchored to withstand elements of weather and prevent against collapsing. Ropes and guide-wires should be clearly marked or flagged.
• All vendors are to maintain a safe and clean environment at all times.
• Vendor Banners may be a max size of 10ft wide by 3ft tall and must be placed within the registered booth area.

NOTES:
Important: Within Five days of application, if not submitted online:
Please send: Application Form, proof of insurance, Maricopa County Health permit (food vendors) and if paying offline, check payable to Arizona Game & Fish Department to:

Arizona Game and Fish Department, IEHQ
Fax: (623) 236-7903
Mail: Arizona Game and Fish Department, IEPB
5000 W. Carefree Highway
Phoenix, AZ 85086

• No refunds after November 30th, 2016. Space is limited and will be first-come, first-served.
• Applications will not be accepted after Midnight, February 27th, 2017.
• Cancellations may be identified after the application deadline. These spaces will be issued on a first-come, first-served basis. To inquire about availability, call Madeline Gaffney at (623) 236-7224.
  • Payments, postmark dated on or after Dec. 1st are subject to $200.00 per booth or location late registration fee.
  • By submitting this application online or in writing, I certify that the information I have provided is accurate and that I understand and will comply with the Department’s Expo Policy and Guidelines for Exhibitors and/or Vendors.
• For more information, visit www.azgfd.gov/expo or contact Madeline Gaffney at mgaffney@azgfd.gov or (623) 236-7224.
Attachment A: Insurance Requirements

INDEMNIFICATION CLAUSE:
A separate indemnification will be required of exhibitors in the OHV, Rock crawling area, or any other exhibit that puts additional risk on the Department or poses a risk to public safety at the discretion of the Arizona Game and Fish Department. See Attachment B

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:
Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate $1,000,000
- Products – Completed Operations Aggregate $500,000
- Personal and Advertising Injury $500,000
- Blanket Contractual Liability – Written and Oral $500,000
- Fire Legal Liability $25,000
- Each Occurrence $500,000

a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured(s) with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
Combined Single Limit (CSL) $500,000

a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured(s) with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

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b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker’s Compensation and Employer’s Liability**

   **Worker’s Compensation**
   
   **Employer’s Liability**
   
   | Each Accident | $100,000 |
   | Disease – Each Employee | $100,000 |
   | Disease – Policy Limit | $100,000 |

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2. The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Arizona Game and Fish Department, Attn: Madeline Gaffney, Outdoor Expo, 5000 W. Carefree Highway, Phoenix, AZ 85086-5000) and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (Arizona Game and Fish Department,
Attn: Madeline Gaffney, Outdoor Expo, 5000 W. Carefree Highway, Phoenix, AZ 85086-5000, Fax: 623-236-7903, e-mail mgaffney@azgfd.gov). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time, **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as insured(s) under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

INSURED

INSURERS AFFORDING COVERAGE

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURER NAMED ABOVE FOR THE POLICY PERIODS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS/Locations/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The State of Arizona, The Arizona Game and Fish Department, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. Waiver of subrogation against The State of Arizona, The Arizona Game and Fish Department, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. Solicitation:

CERTIFICATE HOLDER

The State of Arizona and The Arizona Game and Fish Department
Purchasing Office
5000 W. Camelback Highway
Phoenix, AZ 85086

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDORSE THEREON. 30 DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Indemnity Agreement

Exhibitor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “State of Arizona”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Exhibitor or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Exhibitor’s occupancy and use of the Ben Avery Shooting Facility. It is the specific intention of the parties that the State of Arizona shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State of Arizona, be indemnified by Exhibitor from and against any and all claims. It is agreed that Exhibitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

Name and Title of Authorized Representative

Date
Attachment C: Outdoor Expo Policy

G2.5 Outdoor Expo
Effective: 12/28/2009

Policy Process Owner: IEHQ Assistant Director Department Policy: The Department sponsors, organizes and conducts an annual Outdoor Exposition (Expo) at the Ben Avery Shooting Facility. The Department relies on numerous Exhibitors to meet its objective for the Expo. To ensure the Department meets its objective, the Department shall restrict Exhibitors to those that provide information, materials, products or services directly related to and in support of the Department’s objective.

Objective: The Department's objective for the Outdoor Expo is to inform, educate, train and introduce the public through activities, demonstrations and exhibits of hunting, fishing, recreational shooting, archery, wildlife watching, off-highway vehicle and watercraft recreation, wildlife conservation, wildlife education, camping, trapping and other related outdoor activities that are consistent with the Department’s mission, policies and positions.

Definitions:
Exhibitor: An individual or organization (industry, manufacturer, retailer, government, non-government, commercial and non-commercial) whose primary purpose is directly related to the Department’s objective for the Expo and will provide information, materials, products and services directly related to and in support of the Department’s objective for the Expo.

A. Application Process: Potential Exhibitors must complete an Expo Application and other related forms and submit them to the Department. Applications shall be reviewed by the Department to ensure the applicant meets the criteria set forth in this policy. All applicants will be notified of their approval or disapproval to participate in the event. When applicable, applicants that are not approved will be reimbursed any fees paid.

B. Exhibits: All Exhibitor programs, displays, messages, products and other materials used at the Expo must support the objective of the event or support/promote activities that are directly related to the objective of the event. The Department reserves the right to reject or expel any exhibit, or parts thereof, that do not support the objective of the Expo. Restrictions/guidelines for exhibits are as follows:
1. The use of live birds is prohibited in hunting dog field trial demonstrations conducted at the Expo.
2. The sale of firearms is prohibited at the Expo.
3. The Department will not guarantee any Exhibitor sole proprietorship or representation of any product, service or location.
4. Exhibitors must supply their own signage which must be pre-approved by the Department.
5. Children under the age of five (5) will not be permitted to shoot firearms.
6. Children between the age of five (5) and nine (9) will not be permitted to shoot any handgun or cartridge larger than a .22 long rifle.
7. Exhibitors must adhere to all additional rules and guidelines included in the Expo Application packet.

C. Insurance: All Commercial Exhibitors and all 501(c) 3 Not-for-Profit exhibitors that sell products or services or conduct raffles (excluding free raffles) during the Expo must provide the Department with a certificate of liability insurance indemnifying the State of Arizona, the Department and its employees during the course of the event.

D. Promotional Items and Giveaways: Exhibitors are prohibited from providing promotional items or giveaways that may jeopardize public safety such as firearms, live ammunition, and whistles.

E. Stolen Property: The Department is not responsible for any stolen or damaged property belonging to exhibitors or participants.

F. Raffles: Exhibitors wishing to conduct a raffle during the Expo must comply with all State Laws regulating such activities and must receive prior written approval from the Department before conducting a raffle. For raffles that require participants to give something of value, only those raffles where the proceeds will be used to support the objective of the Expo or Mission of the Department will be permitted. Free raffles are permitted as long as the raffle items support the objective of the Expo or Mission of the Department.

G. Sponsors: See G2.2 for sponsorship guidelines.

H. Vendors: This policy does not apply to vendors contracted or requested to provide support services such as food, beverage, transportation and other event-related preparation and logistical services.