

VENDOR APPLICATION

38TH ANNUAL ARTS & CRAFTS FAIR

OFFICIAL STAFF USE ONLY

Date Received: _____ Table Number: _____ Staff Initials: _____ Vendor Type: Individual/Commercial

NAME: _____

BUSINESS NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

COMPANY WEBSITE: _____

BUSINESS NAME: _____

LIST ITEMS FOR SALE: _____

SIGNATURE: _____ DATE: _____

CONDITIONS OF PARTICIPATION

1. Table space includes one eight-foot table, optional table cloth and two chairs. Participants are not permitted to add tables to their space, infringe on neighboring vendors or the traffic flow of the event.
2. While we make every attempt to accommodate space requests, no guarantees of room or space assignments are given. The setup and functionality of the event is a priority.
3. Please complete the attached Waiver of Liability, Medical Assistance and Photograph / Image Use form for each person participating in the fair.
4. Payment must be submitted with registration form. Cash, checks and credit cards are accepted. Please make checks payable to the city of Scottsdale. Cash payments must be made in person.
5. Individuals are responsible for reporting their earnings both to State and Federal Agencies on their own for tax purposes.
6. The city of Scottsdale and the Granite Reef Senior Center assume no liability for loss or damage of property or merchandise.
7. Any indoor vendors can setup Set-up the day before the event starting at 2:00pm Outdoor and indoor vendors can start setup on event day at 7 a.m. All vendors must occupy their assigned area by 8:30 a.m. or forfeit their space. No refunds will be given for forfeited space. Vendors will not be permitted to drive, drop-off or unload in the Granite Reef courtyard.
8. Immediately after unloading, vendors must park in the overflow parking area at Hohokam Traditional School, located on the corner of Oak and Granite Reef Road. A shuttle will run continuously throughout the day from the parking lot to the craft fair.
9. Clean up begins at 2 p.m. For the benefit of attendees, everyone must remain open until 2 p.m. This will be strictly enforced.
10. You must provide your own wrapping materials and change. All items for sale must be priced.
11. You are responsible for the preparation and clean up of your area.
12. No baked goods are permitted.
13. This is a rain or shine event. Refunds will not be given for inclement weather.
14. No refunds will be given for cancellations after Sept. 13, 2023.
15. Final determination of appropriate merchandise and goods will be made by event coordinators.

TABLE FEES

\$55 - INDIVIDUAL | \$80 BUSINESS

Visit ScottsdaleAZ.gov & search "Arts and Crafts Fair"

VENDOR QUESTIONNAIRE

**IF YOU CIRCLE YES ON ANY OF THE FOLLOWING QUESTIONS,
YOU WILL BE CONSIDERED A COMMERCIAL VENDOR**

Event coordinators conduct internet searches on vendors to ensure appropriate business permits are in place. Inaccurately answering any of the following questions could compromise your participation in city of Scottsdale special events and activities.

- Do you have a limited liability corporation? **YES** **NO**
- Do you have employees? **YES** **NO**
- Are your products mass produced? **YES** **NO**
- Are your products resold? **YES** **NO**
- Have you sold in three events this year? **YES** **NO**

If you circled “yes” on any of the questions above, you will be considered a commercial vendor and will need to provide the following:

SPECIAL EVENT LICENSING REQUIREMENTS – TRANSACTION PRIVILEGE & USE TAX LICENSE

- ◆ All commercial participants selling merchandise are required to have a combined Arizona & Scottsdale sales tax license through the Arizona Department of Revenue. To apply for a license, visit www.AZTaxes.gov or download the online application at https://www.azdor.gov/Portals/0/ADOR-forms/10100/10196_f.pdf. Be sure to add Scottsdale as a Region Code (SC).
- ◆ **Note:** the city of Scottsdale no longer processes Transaction Privilege (Sales) Tax licenses. You must contact the Arizona Department of Revenue for licensing, filing and payment of Transaction Privilege (sales) Tax, including amounts owed to Scottsdale.
- ◆ The Scottsdale city license fee costs \$50 and the Arizona state license fee costs \$12 (per business location).
- ◆ If you have any questions, please contact the Arizona Department of Revenue at 602-255-3381. The Arizona Department of Revenue Customer Service Centers are open Monday through Friday (except legal AZ state holidays) from 8 a.m. – 5 p.m. Locations include Phoenix (1600 W. Monroe, Phoenix, AZ 85007) and Mesa (1840 S. Mesa Drive, Building #1352, Mesa, AZ 85201).

**COMMERCIAL VENDOR
SCOTTSDALE SALES TAX LICENSE NUMBER**

ARTS & CRAFTS FAIR

WAIVER OF LIABILITY, MEDICAL ASSISTANCE AND PHOTOGRAPH / IMAGE USE

PARTICIPANT NAME	SIGNATURE	DATE	PHONE NUMBER

PARTICIPANT NAME	SIGNATURE	DATE	PHONE NUMBER

PARTICIPANT NAME	SIGNATURE	DATE	PHONE NUMBER

Waiver of Liability: I understand that physical injury may occur during participation in this program(s) or activity, including transportation if applicable, or use of the fitness facilities, as applicable. I hereby release and agree to hold harmless and discharge the City of Scottsdale, and its representatives, successors and assigns, to the fullest extent allowed by law from any and all claims for personal or bodily injury and property damage occurring or resulting from my (and/or my child's/team member's, as applicable) participation or use of facilities.

Medical Assistance: I hereby authorize the City of Scottsdale staff to obtain any needed medical assistance for me (and/or my child/team member, as applicable) in case of an emergency, illness or accident and to take me (and/or my child/team member, as applicable) to the nearest available medical facility. I understand that any resulting expenses or charges are my responsibility and I will pay them immediately, either directly or through personal insurance.

Photograph/Image Use: I hereby grant permission to the City of Scottsdale the right to use my (and/or my child's/team's) photograph, image or likeness while participating in a City of Scottsdale program or activity, on informational and promotional materials and reports, in printed, video and electronic (web) form, without any obligation or liability to the City, the minor child or the child's parent or legal guardian.

As a participant, and/or as a parent or legal guardian of a participant or as a team leader, permission is hereby granted to participate in the City of Scottsdale programs and activities described herein, and I (we) agree to follow the rules and regulations set by the City of Scottsdale, its representatives, successors and assigns.

I agree to all the conditions listed in this application and certify that all information provided is true and complete to the best of my knowledge. Failure to provide accurate information on your application will jeopardize any future involvement as a vendor.

Printed Name: _____ **Signature:** _____ **Date:** _____



Revocable Event Vendor License Agreement

Event Name (“Event”)	38 th Annual Arts and Crafts Fair
Facility Name (“Facility”)	Granite Reef Senior Center
Facility Address	1700 N. Granite Reef Rd. Scottsdale, AZ 85257

City Information:

City Contract Administrator	Jessica Rapp	Telephone/ email	480-312-1735 JaRapp@ScottsdaleAZ.gov
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Licensee Information:

Individual / Organization Name		Principal Contact	
Street Address		Business Telephone	
City, State, Zip		Email	

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The City of Scottsdale (“City”) hereby grants the licensee named above (“Licensee”) permission to use a designated area of the Facility named above, as designated by the City Contract Administrator (“Service Area”), subject to the terms and conditions of this revocable event vendor license agreement (“Agreement”). City and Licensee shall collectively be referred to as the “Parties.”

- I. **Use of Facility; Services:** Licensee’s use of the Service Area is limited to providing the following services (“Services”) during the Event without the use of a vehicle on the Event grounds:

Licensee will be: a vendor at the 38th annual Arts & Crafts Fair. Vendors will be provided one eight-foot table, optional tablecloth and two chairs. Vendors are permitted to sell handmade arts and crafts and food merchandise, (No homemade baked goods) including knitted clothing and linens, handmade picture frames, wooden letters, photography, paintings, fabric-based crafts, calendars, socks, shirts, dresses, wooden signs, handmade pillows, clothing made from leather, wood and iron work, ceramics,) and other related products. Final determination of appropriate merchandise and goods will be made by event coordinators.

II. Conditions of Use:

- a) Licensee [*City use only: check one*] may / may not sell goods or services during the Event. Licensee agrees that its participation in the Event is voluntary and it is not receiving a fee from the City to participate.
- b) Licensee agrees to perform the Services in a reasonable manner.
- c) If electricity is required to perform the Services, Licensee shall provide its own electricity.
- d) Licensee shall perform its obligations under this Agreement in accordance with all federal, state, county, and local laws, ordinances, regulations, or other rules or policies, including any City-approved event or mitigation plan, as are now in effect or as may hereafter be adopted or amended, and shall ensure that all federal, state, county, and local licenses, permits, and permissions to provide Services are current and in good standing. If Licensee sells anything at the Event, Licensee must be able to produce, upon demand, an Arizona Department of Revenue Transaction Privilege (Sales) and Use Tax License and any other applicable permission to do business.

- e) Licensee, its employees, and its agents shall clearly identify that it is Licensee, and not City, who is providing the Services. Licensee agrees that neither party shall be deemed an agent or employee to the other. Licensee shall not use the name of the City of Scottsdale, its seal, signs, or logos in any advertising, promotional materials or for any other purpose without the prior express, written approval of the City Contract Administrator.
 - f) The rights, privileges, and responsibilities of Licensee under this Agreement are non-assignable.
 - g) Licensee will not serve or provide any item containing alcohol or make reference to any alcoholic beverage or item.
 - h) Licensee shall pick up trash from the Service Area and areas immediately adjacent, whether or not the trash is related to Licensee's use, and leave the Service Area in as good or better condition than before the start of the Event. The City will provide trash disposal receptacles. Licensee also shall remove all of its property, equipment, and materials from the Service Area no later than the Move-Out Date (see Section III below).
 - i) Licensee acknowledges that City shall not be responsible for, and shall be held harmless from and against, any injury, damages, or loss due to the Licensee's performance of Services.
 - j) The City has the right to enter the Service Area of any Licensee at any reasonable time to perform inspection and repairs.
 - k) Licensee understands that City reserves the right to adopt, amend, and enforce reasonable rules and regulations governing the Facility and the Service Area, and Licensee agrees to comply with them. Licensee also agrees to abide by any rules and regulations pertaining to the use of City of Scottsdale Human Services facilities, including the Facility, made available pursuant to Scottsdale Revised Code or at the Facility.
 - l) Licensee acknowledges that the City reserves the right to exclude Licensee from consideration for participation in future City events if Licensee fails to fully comply with the terms of this Agreement and any solicitation.
- III. **Date(s) and Times of Use:** This Agreement permits Licensee to use the Service Area during the Event held on November 5, 2022 ("Event Date"). Licensee shall be fully ready to provide the Services no later than 9:00 a.m. on November 5, 2022 and shall remain at the Service Area until cleanup has been completed in accordance with Section II(h) above. Licensee shall complete cleanup and remove all of its property, equipment and materials from the Service Area no later than 3:30 p.m. on November 5, 2022 ("Move-Out Date"). If Licensee's property is not removed within one (1) day after the Move-Out Date, the City may remove and store any such property in a public warehouse or at a place selected by the City at the expense of the Licensee, and may dispose of it as it sees fit, subject only to the limitations of state law.
- IV. **Term and Termination:** The "Term" of this Agreement commences on the Effective Date and expires on the Move-Out Date. City may terminate this Agreement, for cause or convenience, by giving seven (7) days' written notice to Licensee. City also may terminate this Agreement immediately for inclement weather or if City deems there is any threat to public health or safety in the performance of this Agreement or as a result of holding the Event. If the Event is canceled, this Agreement will automatically terminate. Termination or expiration of this Agreement does not terminate Licensee's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.
- V. **Fees and Payment:**
- a) **Event Fee:** Licensee shall pay City a nonrefundable fee of \$55 / \$80 to be a vendor at the Event through City's online Active Net program within fifteen (15) days of City providing Licensee notice that it has been accepted to the Event.
 - b) **Sales Fee:** Licensee shall pay City 10% of its gross income from all goods/services sold on the Event Date no later than the date of invoice by City. Within seven (7) days of the Move-Out Date, Licensee shall provide the City Contract Administrator with an itemized list of its gross receipts for all goods/services sold on the Event Date.
- VI. **Sales Tax:** An Arizona Department of Revenue Transaction Privilege (Sales) and Use Tax License is required for all sales that are subject to City sales tax. If Licensee is a non-profit organization, Licensee also shall complete a City registration form and submit a copy of the Licensee's 501(c)(3) determination letter and the Licensee's most recent financial statement. Contact 480-312-2400 for more information.
- VII. **Indemnification:** To the fullest extent permitted by law, Licensee, its successors, assigns, and guarantors, shall defend, indemnify, and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials, and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to attorney fees, court costs, and the cost of appellate proceedings, related to, arising from or out of, or resulting from any acts, errors, mistakes, or omissions or negligent, intentional, or reckless actions, caused in whole or in part by Licensee relating to work or services in the performance of this Agreement, including but not limited to, any subcontractor, volunteer, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Licensee's or its subcontractor's agents or employees. The above defense, indemnity, and hold harmless obligations do not apply to claims resulting from the sole negligence of the City.

VIII. Insurance Requirements:

- a) Licensee agrees to provide evidence of required insurance in accordance with the insurance requirements attached to this Agreement as Attachment “A” and incorporated herein by reference, prior to providing Services pursuant to this Agreement.
- b) Insurance provisions set forth in Attachment “A” are separate and independent from the Indemnification provision above, and shall not be construed in any way to limit the scope and magnitude of the Indemnification provision. The Indemnification provision of this Agreement shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

IX. Miscellaneous:

- a) **No Real Property Interest:** Notwithstanding any provision of this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance, or dealing, or other statements or acts by or between the Parties, Licensee’s rights are limited to the Service Area and Licensee’s rights in the Service Area are limited to the license rights created by this Agreement, which creates only a revocable license in the Service Area. City and Licensee do not by this instrument intend to create a lease, easement, or other real property interest. Licensee shall have no real property interest in the Service Area. Licensee’s sole remedy for any breach or threatened breach of this Agreement by the City shall be an action for damages. Licensee’s rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations, and encumbrances upon, and all other conditions of title to, the Service Area.
- b) **Governing Law; Venue:** This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.
- c) **Authority:** The person executing this Agreement on behalf of Licensee warrants and represents to have the full power and authority to enter into and perform the Agreement on behalf of Licensee.
- d) **Conflict of Interest:** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of either party is, at any time while this Agreement is in effect, an employee of the other party in any capacity, or a consultant to the other party with respect to the subject matter of this Agreement. The cancellation shall be effective when written notice is received by Licensee, unless the notice specifies a later time.
- e) **Remedies:** If Licensee violates any of the conditions of use or fails to perform any of its obligations under this Agreement, City, in its sole discretion, may take any actions it deems fit, including without limitation, immediately revoking or restricting permission for Licensee to perform Services at the Event, terminating this Agreement, and/or exercising all remedies available to it by law or equity.
- f) **Attorneys’ Fees:** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys’ fees and reasonable costs and expenses, determined by the court, sitting without jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
- g) **Survival of Liability:** All obligations of Licensee hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement for any reason.
- h) **Arizona Legal Workers Act:** To the extent applicable under A.R.S. § 41-4401, Licensee warrants to City that Licensee and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that Licensee and all its subcontractors now comply with the E-Verify Program under A.R.S. § 23-214(A).

A breach of this warranty by Licensee or any of its subcontractors will be considered a material breach of this Agreement and may subject Licensee or subcontractor to penalties up to and including termination of this Agreement or any subcontract. Licensee will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. Licensee’s failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of this Agreement by City.

City retains the legal right to inspect the papers of any Licensee employee or any subcontractor who works on this Agreement to ensure that Licensee or any subcontractor is complying with the warranty given above.

City may conduct random verification of the employment records of Licensee and any of its subcontractors to ensure compliance with this warranty. Licensee agrees to indemnify, defend, and hold City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

- i) **Boycott of Israel:** To the extent applicable under A.R.S. § 35-393.01, Licensee certifies that it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, boycott activities as proscribed by A.R.S. §§ 35-393 *et seq.*
- j) **Notice.** Any notice required or permitted to be given pursuant to this Agreement, unless otherwise expressly provided herein, shall be given in writing and shall be given by personal delivery; email transmission, read receipt requested; or United States Postal Service certified mail, return receipt requested, as shown below or to such other street or email address(es) as may be designated by the respective parties in writing from time to time. The notice shall be deemed complete upon receipt if delivered personally; upon receipt of a read receipt by the sender (signifying noticed party

received the communication); or, when certified mail is used, five (5) calendar days from the date of mailing. Notice will be given as follows:

If to City: City of Scottsdale
Community Services Department
7447 E. Indian School Rd, Suite 300
Scottsdale, AZ 85251
Attn: Community Services Director
Email: JaRapp@ScottsdaleAZ.gov

If to Licensee: Licensee, at the mailing address
shown on page 1.
Attn: Principal Contact shown
on page 1.

X. **Additional Provisions:**

- a) This signed Agreement, along with certificates of insurance (if required), is due to the City no later than **fifteen (15) days before the Event Date.**
- b) The signed Vendor Information Sheet (“Sheet”) (if any) submitted by Licensee shall be attached to this Agreement as Attachment “B” and incorporated herein by this reference. Unless otherwise indicated on the Sheet, those terms shall become part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this document by signing their signatures, as of the Effective Date.

CITY OF SCOTTSDALE,
an Arizona municipal corporation

Greg Bestgen
Human Services Department Director

Date of City signature (“Effective Date”)

Print Vendor / Organization Name

Name: _____
[Print name of authorized representative]

Signature: _____

Attachment “A”
Liability Insurance and Workers’ Compensation

1.0 Insurance representations and requirements.

1.1 General. Licensee agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Licensee, Licensee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City. Failure to maintain insurance as specified may result in termination of this Agreement at City’s option.

1.2 No representation of coverage adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Licensee. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve Licensee from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.3 Coverage term. All insurance required by this Agreement shall be maintained in full force and effect until all work or Services required to be performed under the terms of this Agreement is satisfactorily performed, completed, and formally accepted by the City, unless specified otherwise in this Agreement.

1.4 Claims made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or Services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

1.5 Policy deductibles and or self-insured retentions. The policy requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Licensee shall be solely responsible for any such deductible or self-insured retention amount. The City, at its option, may require Licensee to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

1.6 Use of subcontractors. If any work under this Agreement is subcontracted in any way, Licensee shall execute a written agreement with its subcontractors containing the same Indemnification Clause and Insurance Requirements as stated in this Agreement protecting the City and Licensee. Licensee is responsible for executing the agreements with its subcontractors and obtaining Certificates of Insurance verifying the insurance requirements.

2.0 Evidence of insurance.

2.1 Prior to using the Service Area, Licensee shall furnish the City with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Licensee’s insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Agreement and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City shall reasonably rely upon the Certificate of Insurance as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificates shall identify the title of this Agreement, the date of this Agreement, and the Parties’ names, and shall be sent to the designated City Contract Administrator. Certificates of Insurance submitted without referencing the title of this Agreement will be subject to rejection and may be returned or discarded. If any of the above-cited policies expire during the life of this Agreement, it is Licensee’s responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

2.2 Certificates shall contain the specific provisions which follow:

2.2.1 City of Scottsdale, its agents, representatives, officers, directors, officials, and employees is an Additional Insured under the following policies:

- (a) Commercial General Liability.
- (b) Excess Liability - Follow Form to underlying insurance as required.

2.2.2 Licensee’s insurance shall be primary insurance as respects performance of subject Agreement.

2.2.3 All policies shall waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials, and employees for any claims arising out of work or Services performed by Licensee under this Agreement.

2.2.4 If Licensee receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Licensee's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

3.0 **Required coverage.**

3.1 **Commercial general liability.** Licensee shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, bodily injury, property damage, and contractual liability. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. City of Scottsdale, its agents, representatives, officers, director, officials and employees must be listed as an additional insured.

3.2 **Workers' compensation insurance.** If Licensee has employees, Licensee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Licensee's employees engaged in the performance of work or Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. If Licensee is not subject to Arizona Workers' Compensation statutes, then Licensee shall sign the City of Scottsdale Workers' Compensation Waiver for Sole Proprietors.