

Bend Fall Festival

Gourmet Food and Wine Vendor Agreement

Saturday, October 6 (11a-6p) | Sunday, October 7 (11a-5p)

Minnesota Avenue becomes the hub for gourmet artisans from the Pacific Northwest to sip, graze and absorb all the flavors that surround them. This year, we pair a stellar line up of world-class wines from Oregon, salts, oils, spices, exotic prepared food and more. Learn how to complement your foodie repertoire from the source, on the street, and with friends.

EVENT DETAILS IN ALPHABETICAL ORDER

ADA: In an effort to make all of our events accessible for everyone we ask that you pay attention to the following accessibility guidelines from the City of Bend:

- Sales or service counters should be no more than 36 inches from the finished floor or the ground, and the width must be at least 36 inches wide.
- All paths of travel must be free from cords and other obstructions. Cords may be covered with rugs, but rugs must be taped down on all sides.
- For more information please contact the City of Bend at 541-693-2141.

Booth fee: \$300 (10x10 booth)

Booth Designation: Food Vendors will learn of their booth location upon arrival at event. All vendors' placements are subject to change. Vendors may request spots, but will not be guaranteed any particular location.

Hours: Saturday, October 6th 11am-6pm, Sunday, October 7th 11am-5pm (please note that you are welcome to stay open later on Saturday evenings, but we do require that all vendors stay until at least 6pm)

Insurance: **ALL VENDORS MUST HAVE INSURANCE.** Please have your insurance company send a certificate of insurance and list as additionally insured:

- Lay It Out Events 704 NW Georgia, Bend, OR 97703
- The City of Bend 710 Wall Street, Bend, OR 97703

Location: Minnesota Ave between Bond St & Wall St

Parking/ Loading and Unloading: Each Vendor will be given a set up time prior to the event. These times will be strictly abided by so as to keep traffic flowing as much as possible. Parking during the event is the responsibility of the vendor. No vehicles will be allowed to remain in the event area. At no point should the alley way be blocked. Please load and unload as quickly as possible to allow other vendors in. Event vehicles may come on to the event site, following the conclusion of the event (Sunday after 5pm), only after officially "checking out" with the on-site food vendor manager. Please load and unload as quickly as possible to allow another vendor in. If you need assistance, please let a Lay It Out Events staff personnel know.

Sales of Alcohol: Alcohol vendors will be allowed to sell tastes of their products as well as bottles. Vintners will be allowed to sell glass pours. You must be approved through the OLCC in order to do so. You are responsible for obtaining your own OLCC Permit.

You must have your OLCC Application approved to participate in our events. This is an outline of the current process in Bend. I am also including the Plan to Manage documentation which you will need to submit as part of the permitting process.

1. ALLOW MINIMUM 3 WEEKS TO COMPLETE THE PROCESS

2. Apply to City of Bend, application is online at – www.bendoregon.gov – directly under the Bend logo is SERVICES box with a gear image, click
3. Scroll down to OICC Liquor Licensing. Follow instructions to submit to the City of Bend. There is a \$25 fee.
4. The City of Bend will send your application to OLCC once approved and they will email you to send them their licensing fee.

Contact phone for Alexandra at The City – 541 312 4914

Contact phone for OLCC Bend – 541 388 6321

Security: Vendors may leave booths set up overnight. Lay It Out Events will be providing overnight security, however, Lay It Out Events is not responsible for any loss, stolen, or damaged items.

Security Deposit Fee: All vendors must provide a refundable \$200 security deposit fee with application. As long as you show up, clean up and are a civil human being, we will not deposit the \$200 fee. We will shred checks post-event.

Tents: Lay It Out Events will provide a tent for each vendor.

Water: There is water available if needed. Please coordinate with your area coordinator in order to get access.

Weights: We will provide weights along with the tents offered. Staff will be checking to make sure your tent is securely tied down at all times. Do not remove tent weights.

INDEMNIFICATION

- 1.1.** Vendor shall indemnify and hold harmless Lay It Out Events, 2018 Bend Fall Festival, and City of Bend from any claims or liabilities resulting from Vendor’s performance, including any and all loss, damages or expenses caused by negligent acts, statements, errors or omissions of Vendor and its agents.
- 1.2.** Vendor will indemnify, defend, and hold Lay It Out Events and its directors, officers, employees, and agents harmless from any and all claims or liability (including without limitation any taxes, penalties, interest, costs, or attorney fees) asserted by any third party that results from or arises out of Vendor or Vendor's Personnel performing the Services under this Agreement.
- 1.3.** Contractor will maintain adequate and reasonable liability insurance covering Contractor's performance under this Agreement. At any time, upon Lay It Out Inc.’s request, Contractor will submit to Lay It Out Inc. proof acceptable to Lay It Out Inc. of such insurance. Contractor will further notify Lay It Out Inc. immediately of any substantial modification or cancellation of such insurance. Contractor acknowledges that Lay It Out Inc will not provide insurance coverage for Contractor.
- 1.4.** Contractor will maintain in force any workers' compensation and unemployment insurance required by law relating to Services performed under this Agreement and will at any time, upon request of Lay It Out Inc., provide to Lay It Out Inc. proof acceptable to Lay It Out Inc. of such insurance. Contractor will further notify Lay It Out Inc. immediately of any substantial modification or cancellation of such insurance.

Vendor agrees to abide by the rules and regulations of the 2018 Bend Fall Festival. Vendor understands that they may not be asked to participate in future Lay It Out Events Inc. events if they are in violation of 2018 Bend Fall Festival policies and they will lose their deposit.

AGREED TO BY:

Vendor Representative Signature

Date

TERMS OF THIS AGREEMENT:

All amounts owed by vendor to Lay It Out Inc. unpaid after 30 days, agree to be subject to a late payment charge of 1.5% monthly (18% APR). Should the account become past due, vendor agrees to pay all costs of collection, including collection agency charges, attorney fees, and court costs incurred by Lay It Out Inc. This includes, but is not limited to, all fees and costs actually incurred whether or not any suit or action is filed and is intended to include all fees and costs incurred in any mediation, arbitration, trial or appeal.

Postponement or cancellation of the 2018 Bend Fall Festival for any reason beyond the control of the Bend Fall Festival (earthquake, fire, flood, terrorism or other acts of God) shall not constitute cause for any reimbursement.

This agreement does not transfer to another vendor's property, agent, or subsidiary. All other business sectors must negotiate separate sponsorship agreements.

The Bend Fall Festival shall secure and maintain throughout the term of this agreement all insurance for events of this stature and size, including but not limited to comprehensive general liability insuring themselves against loss of liability out of or relating to activities associated with any of the events.

This agreement sets forth the entire agreement between the parties and takes the place of all prior verbal or written communication concerning the subjects of the Agreement. This agreement may not be altered, modified or changed in any way by either of the parties without the prior written consent of the other party.

Each of the parties hereto is an independent contractor. Neither party shall have the authority to act on behalf of the other or to incur obligation on behalf of the other unless expressly authorized.

If suit or action is instituted to enforce this agreement or to determine any matter in controversy regarding this agreement, the prevailing party shall be entitled to recover such sums as the court may judge reasonable attorney fee, including attorney fees on appeal and in collecting or enforcing any judgment order or decree.

Neither party shall, without written authorization from the other party, disclose to any third party the terms and conditions of this agreement except as may be necessary to establish or assert rights hereunder or required by law; provided however, either party may on a confidential basis disclose this Agreement to officials, officers, accountants, attorneys or other individuals within each other's organizations on a 'need to know' basis.

AGREED TO BY:

Vendor Representative Signature

Date

Bend Fall Festival 2018
Gourmet Food and Wine Agreement

Mail Application, Fee and Garbage Deposit to:

Lay It Out Events
Attn: Vendor Coordinator
704 NW Georgia Ave
Bend, Or. 97701

Business Name: _____

Contact Person: _____

Description of Business: _____

Address: _____

Phone: (____) - ____ - _____

Email Address: _____

Website Address: _____

Total Vendor Fee Enclosed: _____ Booth Fee: _____

\$200 Security Deposit Fee: _____

Vendor Representative Signature

Date

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