



## **Bend Fall Festival**

### **Harvest Market Vendor Agreement**

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

#### **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.

**Booths:** Booth spaces are 10x10 feet.

**Cancellation Policy:** Cancellations received before September 5, 2018 will receive a 50% refund. No refunds are given after September 5, 2018.

**Clean up:** Vendors are responsible for cleaning around their booth space for all garbage, sweeping, etc., at conclusion of event.

**Deadline:** The deadline for applications is Friday, September 14, 2018. Certain areas will sell out. Apply early!

**Directions and Setup info:** This event is located in Downtown Bend, Oregon. Directions and setup information will be emailed to vendors one week prior to the event.

**Fees:** Booth: 10x10: \$100      10x20: \$175      Security Deposit: \$200 as separate check

**Fire Code:** All vendors must follow the Bend Fire Code for setup.

**Hours of Operation:** Saturday October 6, 2018 11am – 6pm, Sunday October 7, 2018 11am – 5pm

**Inclement weather:** This is Bend and weather can change. Please plan for warm weather conditions with the possibility of rain or wind. Bend Fall Festival takes place rain, snow or shine as well as in high-wind. No refunds will be granted due to weather. No exceptions.

**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*

**Power:** There is NO power available in this area. Please be prepared to provide your own if needed.

**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.

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

**Weights: YOU MUST BRING WEIGHTS FOR ALL FOUR CORNERS OF THE BOOTH.** Staff will be checking to make sure your tent is securely tied down at all times. If you do not have weights, you will not be allowed to open your booth or sell until you've weighted down your tent.

INDEMNIFICATION

- 1.1.** Vendor shall indemnify and hold harmless Lay It Out Inc , 2018 Bend Fall Festival, City of Bend and 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 Inc 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**  
***Harvest Market Vendor Agreement***

Please return filled applications to:  
Lay it Out Events, Inc.  
Attn: Kirsten Morrell  
704 NW Georgia Ave  
Bend, OR 97703

To participate, please read the following information carefully. For questions, please contact Melissa King at Lay It Out Events at 541-350-4217 or by email [Melissaking.bend@gmail.com](mailto:Melissaking.bend@gmail.com)

VENDOR INFORMATION

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Description: \_\_\_\_\_

Social Media Handles: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Payments**

Vendor/Booth Fee \$ \_\_\_\_\_

Security Deposit \$ \_\_\_\_\_

Total Fees enclosed:

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

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