

Bend Fall Festival 2018

Food Vendor Agreement

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

As a food vendor participating in The Bend Fall Festival with Lay It Out Events, I agree to the following set of conditions outlined in this contract. Non-compliance and/or failure to execute any items, described below, will result in non-refundable termination from participation in all events (both on site and for future events pre-contracted and paid for).

EVENT DETAILS IN ALPHABETICAL ORDER

ADA: ADA requires that the height of at least one of your serving counters not exceed 36". You must comply with this.

Beverages: Food vendors may vend their own non-alcoholic beverages and may set their own prices for their beverage sales. Ice will be available, on site, for purchase. It costs \$6 per bag.

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

Booth Fee: Please indicate the length of your vending unit on the bottom. The entire dimensions of your workspace MUST fit into the requested booth space. Any unit over the requested booth space requires you to purchase additional space.

Clean Up: Food Vendors are responsible for cleaning around their booth space for all garbage, sweeping, etc., at conclusion of event. Unsatisfactory cleaning of booth space area will result in the depositing of \$200 clean-up deposit check.

Date/Hours:

All Food Vendors are required to stay the full length of the event, as stated above. Food Vendors will receive an arrival time prior to the event date.

Electricity: Lay It Out Events is able to provide 15 amps of power for each 10x10 space rented. If you require more power, it is available at an additional cost of **\$50 per 15amps. Please indicate electricity needs for the Bend Fall Festival. Generators are not allowed during the event.** You may use your generator overnight. There is no power provided overnight.

Event Fees: You are required to indicate the total linear of footage of your unit when applying. Please reflect that total number in your pricing. We reserve the right to charge more for linear footage not indicated but used, and also reserve the right to remove you from the event completely. This includes trailers tongues, tables, umbrellas, coolers, etc.

- A. Total Basic Fees
 - i. 10x10: \$575
 - ii. 10x20: \$825
 - iii. 10x30: \$1000

\$ _____

B. Electricity Fee(\$50 for each additional 15amps) \$ _____

TOTAL: _____

Fire Department Requirements: Please refer to the City of Bend Mobile Food Cart requirements for your onsite responsibilities.

Food Vouchers: To assist with the recruitment of event volunteers, services to musicians, staff meals, etc., each Food Vendor is required to honor (15) \$10 food vouchers total. Vendors are NOT responsible for providing the cash remaining value to a voucher using customer for any difference between amount spent and the value of the voucher.

Garbage: Food Vendors must provide two trash cans with liners to be set out for public use. Upon check-in you will receive a map with locations of vendor dumpsters and grey water container. The dumpsters in the alley way are NOT to be used for any reason. Food vendors must MONITOR the garbage going into their cans. All ice and gray water should be disposed of per county health requirements. Please refer to your map for proper disposal areas.

Garbage Deposit: Each Food Vendor must submit a *separate check for \$200* to Lay It Out Events for *EACH EVENT you will be attending*, which will not be deposited unless said Food Vendor's space is left in an unacceptable manner after the event. If the booth space is left in a satisfactory condition, this will be destroyed post event. Unacceptable conditions include, but are not limited to: trash not deposited in designated dumpster, recycling not deposited in designated canister, failure to provide garbage cans at booth- as outlined in this agreement, improper gray water disposal, grease left on site, condiment spills left on site, ice not dumped in a drained area, and anything left in the area that was not there to begin with.

The Fire Marshall/and Federal ADA regulations require that all extension cords are taped and/or covered to prevent tripping. Absolutely no cord may cross a public sidewalk, street, walkway, etc. If one of your cords does cross a public walkway, Lay It Out Events staff will ask that you immediately remove the hazard.

All propane must be properly secured and no gasoline is allowed on site.

Each Food Vendor must use a 10-gauge extension cord of at least 50 feet to hook into the powerbox, otherwise, power will not be provided.

Key Miscellaneous:

- A. Each Food Vendor is required to keep a fire extinguisher (an “abc” fire extinguisher is relatively inexpensive and all that the fire department requires) and a hand washing station in their tents at all times.
- B. Each Food Vendor agrees to use weights to stake down their tents. All legs of the tents, any umbrellas, or other ancillary related equipment, etc.—must be weighed down sufficiently to prevent the tent or umbrella from falling over. Lay It Out Events staff will check your tent to ensure that weights are used.
- C. If Food Vendor requires Co2, the tank must be chained up or secured to the tent.
- D. **BOOTH SIZE REGULATIONS:** All contents of booth must be contained within the exact square foot footprint of the booth you have signed up and paid for (including but not limited to signs, garbage cans, cooking equipment, beverages cases, misc equipment, etc. **IT IS CRITICAL THAT YOU SIGN UP FOR A BOOTH THAT IS EQUAL TO OR LARGER THAN THE ACTUAL SPACE YOU NEED.**

Examples: Booth Size: 10 x 10 (fully contained) = 10 x 10.
10 x 12 (full contained) = 10 x 15

10 x 16 (fully contained) = 10 x 20

- E. If you are located up against the chain link fence, in the Wells Fargo parking lot (next to the alleyway) **your booth corners must be butted all the way up against the fence** (you may not leave a “gap” behind your tent/cart for misc storage). We are trying to ensure there is the widest walk way in between booths so that you may maximize the size of your lines.

Please refer to City of Bend Mobile Food Cart requirements for further information.

Liability Insurance/Health Permits: Participation in the Bend Fall Festival requires proof of adequate liability insurance and a temporary health permit. Copies of both **MUST BE** emailed to kirsten@layitoutevents.com or mailed to Lay It Out Events no later than two weeks prior to the event date. Failure to do so will result in denied participation at the event, and your event fees will not be refunded.

Health Permits: To obtain a temporary food service license, contact the Deschutes County Health Department (www.deschutes.org/cdd).

Insurance: All Food Vendors must attach the following parties to the rider as additionally insured against any damages resulting in claim for up to one million dollars:

- Lay It Out Events 704 NW Georgia, Bend, OR 97703
- The City of Bend 710 Wall Street, Bend, OR 97703
- Wells Fargo Bank 960 NW Wall St, Bend, OR 97701

*A copy of your COI is required along with your application

Payments Enclosed/Attached:

Please attach two separate checks, payable to Lay It Out Events, to this agreement if you have not already made a payment through PayPal:

- A. \$ _____ (Total calculation from the “Event Fees” above)
- B. **\$200 Refundable Garbage Deposit** (separate checks for each event – must be in check form)

Parking/ Loading and Unloading: Each Food 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 other vendors in. If you need assistance, please let a Lay It Out Events staff personnel know.

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

INDEMNIFICATION

- 1.1. Vendor shall indemnify and hold harmless Lay It Out Events, 2018 Bend Fall Festival, City of Bend and Wells Fargo Bank 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

By signing below, Food Vendor agrees to all above conditions, statements, requirements, and consequences. Noncompliance with any of the above items will result in termination from the event with no refund.

Bend Fall Festival 2018
Food Vendor Agreement

Mail Application, Fee and Garbage Deposit to:

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

Food Vendor Name: _____

Contact Person: _____

Description of Food: _____

Address: _____

Phone: (____) - ____ - _____

Email Address: _____

Website Address: _____

Description of Booth:

Please indicate if you are a: Trailer: _____ Tent: _____ Truck: _____

Total Linear Footage: _____

Serving Side: _____

Total amps required: _____

Total Vendor Fee Enclosed: _____

Food Vendor Representative Signature

Date

For any questions, contact your vendor coordinator, Kirsten, at kirsten@layitouevents.com or (541)-323-0964

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