



Family Play Zone Vendor Agreement October 5th and 6th, 2019

Entrance to The Bend Fall Festival is free to the public. Once inside, the event offers a wide array of activities, such as the children's area, with the kids harvest run, local artisans with crafts and gourmet food, talented artists, the Harvest Market, and three stages of first class rock, americana and jazz from Central Oregon and across the nation.

As a Family Play Zone 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: 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.
- Price lists should be hung 36-39 inches from the ground.
- For more information please contact the City of Bend at 541-693-2141.

Booths: Booth spaces are 10x10 feet.

Cancellation Policy: Cancellations received before August 23rd, 2019 will receive a 50% refund. No refunds are given after August 23rd, 2019.

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

Directions and Setup info: Bend Fall Fest Family Play Zone is located on Oregon Ave. between Bond St. and Lava Rd. Directions and setup information will be emailed to vendors one week prior to the event.

Fees:

- \$300 for Vendor Fees
- \$150 for Non-Profit Vendors
- \$100 separate deposit check for ALL Vendors

Weights: YOU MUST BRING WEIGHTS FOR ALL FOUR CORNERS OF THE BOOTH if you are an outside vendor. 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.

Fire Code: All vendors must follow the Bend Fire Code for setup. For more information please contact Bend Fire 541-322-6386. Please see the attached document "Special Event Guidelines".

Hours of Operation: Saturday, 11am-5pm | Sunday, 11am-5pm

Vendors must stay open during all hours of the event. Vendors showing up late or leaving early will not be allowed to return for future events and their deposits will be cashed.

Inclement weather: The Bend Fall Festival takes place outdoors. Please be prepared for weather conditions. The Bend Fall Festival will take place in rain or shine as well as in high-wind and/or cold weather. No refunds will be granted due to weather. No exceptions. It is your responsibility to make sure your space is tied down day and night.

Insurance: ALL VENDORS MUST HAVE INSURANCE. Please have your insurance company create a certificate of insurance for each entity listed below:

- The Bend Fall Festival, 704 NW Georgia Ave., Bend, OR 97703
- Lay It Out, Inc., 704 NW Georgia Ave., Bend, OR 97703
- City of Bend, 555 NE 15th St., Bend, OR 97701

Please send all certificates to Lay It Out Events, 704 NW Georgia Ave, Bend, OR 97703 or email to karin@layitoutevents.com. Certificates must be received two weeks prior to event start date.

Power: ABSOLUTELY NO POWER WILL BE PROVIDED. Be prepared with silent generator or pre-charged equipment.

Security: Security will be provided overnight. The Bend Fall Festival and Lay It Out Events are not responsible for lost or stolen goods.

Trash: Dumpsters are located in the alley behind US Bank. You are responsible to take your trash to these dumpsters. Do not use roll carts for your trash. They are intended for festival attendee use. Grey water tanks are also available near the dumpsters. Anyone caught dumping grey water down storm drains will immediately lose their deposit.

INDEMNIFICATION

- 1.1.** Vendor shall indemnify and hold harmless Lay It Out Inc, 2019 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 2019 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 2019 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 2019 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



Family Play Zone Vendor Agreement

October 4th-6th, 2019

Please return filled applications to:

Lay it Out Events, Inc. Attn: Karin Roy

704 NW Georgia Ave. Bend, 97703 or karin@layitoutevents.com

VENDOR INFORMATION

Business Name: _____ Contact Name _____

Product or Service Description: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Phone: (____) _____ - _____

Website address: _____ Facebook: _____

Twitter: _____ Instagram: _____

How many staff (over the 3 days) will you have working at the event? _____

Total Vendor Fee Enclosed: 10x10 10x20 \$ _____

Access to secure WiFi at event (\$15) \$ _____

Mandatory Deposit Enclosed on a separate check (\$100): \$ _____

TOTAL ENCLOSED: \$ _____

***Please return this and all signed pages with payment & insurance**



SPECIAL EVENT GUIDELINES

Tents, canopies, membrane structures, and air supported structures at fairs, festivals, and other special events must comply with the following:

- Shall not be located within 20 feet of buildings, parked vehicles, or internal combustion engines (including generators).
- Shall be adequately roped, braced, and anchored to withstand weather elements and prevent collapsing.
- Shall secure all compressed gas cylinders (propane, helium, etc) to prevent tip-over.
- Shall prohibit smoking at all times.
- Open flame devices, such as candles or oil lamps, may not be used unless the total area of all individual canopies that are grouped together does not exceed 700 square feet (example: 7 canopies in a row, each of which does not exceed 10 x 10).
- Cooking activities are prohibited unless the total area of all individual canopies that are grouped together does not exceed 700 square feet.
- Shall provide a portable fire extinguisher in any tent or canopy that is performing cooking activities.
 - Minimum rating for the fire extinguisher shall be 2A:10BC ***EXCEPT***
 - When cooking with pooled oils, greases, or fats, such as a wok or deep fryer, a Class K fire extinguisher shall be provided.



ABC Type Extinguisher



Class K Extinguisher