



2018 Salmon Run
Bend, Oregon April 8th 2018
Vendor Application

If you are interested being a vendor for the 30th Annual Salmon Run please completely read all pages of this contract and mail the contract, your payment and certificate of insurance to Lay It Out Events,

ATTN: Vendor Coordinator
704 NW Georgia Ave.
Bend, OR 97701.

If you have questions about the events, please call or email, Karin Roy, the Vendor Coordinator at (541) 323-0964 or karin@layitoutevents.com.

Additional Information 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.
- Readers should be hung 36-39 inches from the ground.
- For more information please contact the City of Bend at 541-693-2141.

Cancellation Policy Cancellations received 30 days before the event will receive a 50% refund. **No refunds are given inside 30 days of the event.**

Expo Hours Saturday: 8am to 2pm All vendors must stay open during all hours of the event. Any vendor leaving early will lose their deposit and will not be allowed to return for future events.

Fees

- \$150.00 includes a 10x10 vendor space .
- **Separate** deposit check for \$100 to be refunded after the vendor space has been inspected.

Fire Code All vendors must follow the Bend Fire Code for setup. For more information please contact Susie Lovisco at Bend Fire 541-322-6386.

Insurance Please have your insurance company create a certificate of insurance for each entity listed below:

- Bend Parks and Recreation Department *799 SW Columbia Street, Bend, OR 97702*
- Lay It Out, Inc. *704 NW Georgia Ave, Bend, OR 97701*
- Old Mill District *850 SW Industrial Way, Bend, OR, 97701*

Please send all certificates to Lay It Out Events, 704 NW Georgia Street, Bend, OR 97701 or email to karin@layitoutevents.com.

Certificates must be received two weeks prior to event start date.

Set-Up Directions Set-up directions and information will be emailed to vendors one week prior to the event.

INDEMNIFICATION

- 1.1. Vendor shall indemnify and hold harmless Lay It Out Inc , 2018 Salmon Run, Bend Parks and Recreation 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 Bite of Bend. Vendor understands that they may not be asked to participate in future Bite of Bend events if they are in violation of Bite of Bend policies and they will lose their deposit.

AGREED TO BY:

Vendor Representative Signature

Date



Vendor Agreement

VENDOR INFORMATION

Business Name: _____

Contact Name: _____

Product or Service Description:

Address:

City: _____ State: _____ Zip: _____

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

Website address:

\$150 Vendor Fee Enclosed: \$ _____

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

TOTAL ENCLOSED: \$ _____

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.

1. Postponement or cancellation of the 2018 Salmon Run for any reason beyond the control of the Salmon Run (earthquake, fire, flood, terrorism or other acts of God) shall not constitute cause for any reimbursement.
2. This agreement does not transfer to another vendors property, agent, or subsidiary. All other business sectors must negotiate separate sponsorship agreements.

The Salmon Run 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 an activities associated with any of the events.

3. 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.
4. 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.
5. 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 fee's on appeal and in collecting or enforcing any judgment order or decree.
6. 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

Please return this page with payment & insurance