



2011 OnPoint Community Credit Union Bend WinterFest Outdoor Commercial Vendor Information and Application

The 13th Annual OnPoint Community Credit Union Bend WinterFest presented by American Family kicks off on February 17th, 2012 in Bend, Oregon. Bend's own Winter Carnival will take place February 17th-19th in the Old Mill District.

The 2012 Bend WinterFest celebration begins in the Old Mill with the annual Winter Wine Walk. The fun continues all weekend with the U.S. Cellular Rail Jam, the Music Eruption, the Market shopping area, Ice Carving and Snow Sculpting Exhibitions and the Children's Snowflake Village. The Annual Metal Mulisha big air show, featuring Motocross legend Justin Homan, will take place on Sunday February 19th with showings at 1, 3, and 5pm (tentative schedule - subject to change).

Please contact Lay It Out Events at 541-323-0964 for questions.

EVENT DETAILS

Directions and Setup info

WinterFest is located in the Old Mill District. Directions and setup information will be emailed to vendors one week prior to the event.

Power

We will do everything we can to make sure your power is up and running during event hours, however, power is provided by generators at the event, which always come with complications, so please be patient and ready for outages during the first hour as everyone turns on their appliances and lights. One outlet of power (not to exceed 15 amps) is provided for commercial vendors. Additional power is available at \$25 per each outlet (no outlet to exceed 15 amps). Power is only available during open hours. Heat will **not** be left on overnight. Any products susceptible to freezing should not be left overnight. **Please list all appliances and amps at the end of this application.**

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. Please see the attached document "Special Event Guidelines".

Insurance

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

- ✓ Bend WinterFest 704 NW Georgia, Bend, OR 97701
- ✓ Lay It Out Events 704 NW Georgia Ave, Bend, OR 97701
- ✓ Old Mill District 850 SW Industrial Way, Bend, OR, 97701
- ✓ OnPoint Community Credit Union PO Box 3750, Portland, OR 97208

Please send all certificates to Lay It Out Events, 704 NW Georgia Street, Bend, OR 97701 or email to vendors@layitoutevents.com. Certificates must be received two weeks prior to event start date.

Incllement weather

Winterfest takes place in February and the Outdoor Commercial booths are outside. Please plan for extreme weather conditions. Winterfest takes place rain, snow or shine as well as in high-wind and/or extremely cold weather. No refunds will be granted due to weather. No exceptions.

Cancellation Policy

Cancellations received before January 14th, 2012 will receive a 50% refund. **No refunds are given after January 14, 2012.**

Hours of operation

Friday 5pm-10pm, Saturday 11am-10pm, and Sunday 11am-6pm. Vendors must stay open during all hours of the event. Vendors leaving early will not be allowed to return for future events.

Security

Security will be provided overnight from 10pm to 9am Friday and 10pm to 9am Saturday. It is highly recommended that you cover your goods with a tarp and take anything of high value with you at night. WinterFest is not responsible for lost or stolen goods.

ADA

In an effort to make the Bend WinterFest and all 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 info regarding ADA requirements, contact James Goff at the City of Bend 541-693-2141.

CONTRACT DETAILS

LAY IT OUT EVENTS WILL PROVIDE THE FOLLOWING:

1. VENDOR will be provided a 10 x 10 space at Festival Center in the Old Mill District for the duration of the event.

COMMERCIAL VENDOR WILL PROVIDE THE FOLLOWING:

1. Cash contribution of \$150 for outside vendors for a 10x10 space at the Bend WinterFest event (if paid before February 1, 2012)
2. \$25 for each 15 amp outlet of power
3. Separate deposit check for \$100 to be refunded after the event
4. Payment to be made to:
Lay It Out Events
704 NW Georgia
Bend, OR 97701



Outdoor Commercial Vendor Agreement

VENDOR INFO

Business Name: _____ Contact Name: _____

Product or Service Description: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Ph: (_____) _____ - _____

Website address (if applicable): _____

Please list all appliances and amps. One 15-amp outlet is included with fee. Contact us if you need assistance determining your power needs.

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

Total Vendor Fee Enclosed (including power): \$ _____

Additional Amps/Electricity (\$25/additional outlet): \$ _____

Deposit Enclosed (\$100): \$ _____

TOTAL ENCLOSED: \$ _____

TERMS OF THIS AGREEMENT:

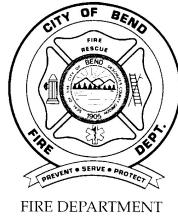
1. All amounts owed by vendor to Lay It Out Inc. unpaid after 30 days agree to be subject to a late payment charge of 1.5% monthly (18% APR). Should the account become past due, vendor agrees to pay all costs of collection, including collection agency charges, attorney fees, and court costs incurred 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.
2. Postponement or cancellation of the 2011 BEND WINTERFEST for any reason beyond the control of BWF (earthquake, fire, flood, terrorism or other acts of God) shall not constitute cause for any reimbursement.
3. This agreement does not transfer to another VENDOR property, agent, or subsidiary. All other business sectors must negotiate separate sponsorship agreements.
4. BWF 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.
5. 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.
6. 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.
7. 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.
8. 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:

COMMERCIAL VENDOR Representative Signature

Date

Please return only this page 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

References: 2007 Oregon Fire Code Chapters 9 and 24

Fire Related Questions? Please call (541) 322-6381 and we would be glad to assist you.