

Reedsport/Winchester Bay Chamber of Commerce

P.O. Box 11

Reedsport, OR 97467

(800) 247-2155

(541) 271-3495

(541) 271- 3496 Fax

DuneFest 2011

(August 3-7, 2011)

www.dunefest.com

Vendor Application

Business Name: _____

Contact Name First: _____ Last: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Web Address: _____

Phone Number: (____)_____-____ Fax Number: (____)_____-_____

Booth Type: Food (____) Craft (____) Collectible (____) Commercial (____)

Describe ALL type of items for sale or exhibit: **WHAT YOU LIST IS WHAT WILL BE CONSIDERED FOR APPROVAL BY THE DUNEFEST COMMITTEE.**

NO DUNEFEST LOGOED CLOTHING/PARAPHERNALIA IS ALLOWED TO BE SOLD WITHOUT THE APPROVAL OF THE DUNEFEST COMMITTEE (i.e. t-shirts, sweatshirts, hats, cups, etc) NO EXCEPTIONS.

Vendors are **NOT** allowed to sub-lease their purchased vendor space. The DuneFest Committee must approve ALL vendors.

Please make checks payable to: Reedsport/Winchester Bay Chamber of Commerce. If paying by charge card please list appropriate information on Page 2. [A separate \\$250.00 refundable cleaning deposit check is required.](#) Space will only be reserved after application, with payment, [and separate cleaning deposit check](#), has been received and approved. There will be **NO REFUNDS for vendor spaces.**

All Vendors must arrive on Tuesday, August 2, 2011 to set-up. Vendors arriving on Wednesday, August 3, 2011 will NOT BE allowed to setup and will forfeit their vendor fee without approval of the DuneFest Committee. Times for set-up and location of spot will be assigned prior to arrival date.

PLEASE CIRCLE ONE BELOW AND PAY THAT AMOUNT.

Five spaces maximum unless otherwise approved by the DuneFest Committee

VENDOR

10' wide x 20' deep	<u>\$950.00</u>
20' wide x 20' deep	<u>\$1,250.00</u>
30' wide x 20' deep	<u>\$1,550.00</u>
40' wide x 20' deep	<u>\$2,500.00</u>
50' wide x 20' deep	<u>\$2,800.00</u>

ELECTRICAL SERVICE FEE: If required, please add \$50.00 _____

FOOD VENDOR

10' wide x 20' deep	<u>\$600.00</u>
20' wide x 20' deep	<u>\$700.00</u>
30' wide x 20' deep	<u>\$800.00</u>

INCLUDES TWO 20 AMP ELECTRICAL CIRCUITS Additional electrical please add \$50.00

TOTAL SUBMITTED: \$ _____ + SEPARATE REFUNDABLE CLEANING DEPOSIT CHECK of \$250.00.

Four vendor admission passes are included with space One vehicle vendor parking pass is included for each 10x20 vendor space.

Vendor spaces will be filled on a first come first serve basis.

VENDOR RENTAL TENTS WILL ONLY BE ALLOWED THROUGH THE APPROVED DuneFest TENT RENTAL COMPANY Big Tent Rent & Events (541) 888-2806

PLEASE PROVIDE ROUGH DRAWING OF YOUR SETUP – BE SURE TO INCLUDE SIZE OF TRAILERS, BOOTHS, CAMPER, TABLES, ETC. (PROVIDE DRAWING A SEPARATE SHEET AND RETURN WITH APPLICATION.)

EVERYTHING MUST FIT WITHIN SPACE PURCHASED – NO EXCEPTIONS!

ATV CHARITY AUCTION: Will you donate an item to be auctioned? Circle YES NO Your donation is greatly appreciated

PAYMENT INFORMATION:

Enclosed is a check or money order # _____ for \$ _____, payable to the Reedsport/Winchester Bay Chamber of Commerce. **PLEASE DO NOT SEND CASH.**

or

Enclosed is \$ _____ to be paid by credit card (Master Card or Visa only).

Card # _____ V CODE _____ Expiration Date: _____
(Note: V CODE is the last 3 #'s on back of card following credit card number)

Card Holder's Name (as it appears on the card): _____

Card Holder's Billing Address: _____
Street / PO Box City State Zip Code

Authorized Signature: _____

**REEDSPORT/WINCHESTER BAY CHAMBER OF COMMERCE
2011 EVENT VENDORS
TERMS AND CONDITIONS**

AUTHORITY OF REEDSPORT/WINCHESTER BAY CHAMBER OF COMMERCE: The Reedsport/Winchester Bay Chamber of Commerce (The Chamber) and its event committees will administer all 2011 event vending permits. This permit is subject to the following terms and conditions:

1. **REFUNDS. THERE WILL BE NO REFUNDS FOR VENDOR SPACES.**
2. **USE OF ASSIGNED SPACE (the “Booth”).** No vehicles allowed in booth space. Participant may not display, sell and/or attempt to sell any items of drug paraphernalia; any item displaying obscenity or profanity; any item that is sexually explicit or displays excessive nudity; or any item tending to excite racial disharmony.
 - a. Participant may use the booth space assigned by the Committee to sell only the items described in the permit application. Participant accepts the booth space in the condition existing at check in. The Chamber is not obligated to make any improvements to the booth space for the Event.
 - b. Participant shall not make any alterations to the booth space without the written approval of the Chamber. Participant shall take reasonable precautions to prevent damage to the booth space. Stakes, spikes or other devices shall not be driven into the pavement. Participant shall be responsible for and shall compensate Chamber for damage that is caused by the negligence or other wrongful acts or omissions of Participant, or their employees or agents.
 - c. Participant shall keep the booth space reasonably clean during the Event and afterward place all trash generated by the Event in receptacles provided in the Event area. All corrugated boxes will be flattened and placed next to a dumpster.
 - d. Participant shall remove from Vendors area their furniture, appliances, supplies, signs, and other personal property used at the Event and surrenders the booth space to the Chamber in the same condition as received no later than 12:00 p.m. on the Monday immediately following the Event.
3. **FOOD AND BEVERAGES.**
 - a. No person or entity may serve food or beverages at the Event for consumption by the public without a temporary restaurant license as required by ORS 642.025 or a temporary benevolent restaurant license as required by ORS 624.028.
 - b. Information about the required license may be obtained from the Douglas County Department of Health, 621 Madrone, Roseburg, Oregon 97470. The telephone number from within Oregon is 1-800-234-0985, extension 3571; from outside Oregon it is 541-440-3571.
 - c. **No beverages can be sold without the approval of the event coordinator.**
4. **COMPLIANCE WITH LAWS.** Participant shall comply with all federal, state, and local statutes, regulations, administrative rules, codes, and ordinances that apply to the Event, including the City of Reedsport ordinance.
5. **WORKERS’ COMPENSATION. Every participant MUST return the Workers Comp form.** Participants who employ subject workers to perform labor at the Event are subject employers as defined in ORS 656.005 and shall comply with ORS 656.017. Douglas County requires that we provide them with a signed statement from every participant in the Event. **If you will have hired workers, you must fill out Part I and Part III of the enclosed form. If you will NOT have hired help, you must fill out Part I and Part II of the enclosed form and return it to us with your application.**

6. INDEMNIFICATION.

- a. Participant, and Participant's officers, employees, and agents are not officers, employees, or agents of the Chamber as those terms are used in ORS 30.260 to 30.300. Participant shall defend, indemnify, and hold harmless the Chamber, and their officers, employees, and agents from claims, actions, damages, judgment, and other expenses and liabilities ("claims") arising out of injury to any person or damage to property caused in part or entirely by the activities of Participant, or Participant's officers, agents, or employees or any hazardous condition at the Booth. Participant will not be responsible for claims resulting solely from the negligence of the Chamber, or Chamber officers, employees, or agents, or latent hazardous conditions.
- b. This section merely allocates risk between the Chamber and Participant. It cannot be construed to diminish any liability insurer's obligations or to waive contribution or indemnity from other persons or entities.

7. LIABILITY INSURANCE. (FOOD VENDOR ONLY)

- a. Participant shall, at its own expense, at all times while Participant is using the Booth, maintain in force a commercial general liability insurance policy that covers claims arising out of the Event. The amount of coverage must be equal or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- b. Liability coverage must be provided on an "Occurrence" basis. "Claims made" coverage will not be acceptable. **The Reedsport/Winchester Bay Chamber of Commerce, P.O. Box 11, Reedsport, Oregon 97467** shall be named as Certificate Holder and Additional Insured.
- c. Your Insurance Certificate must be mailed along with your Application – or be received soon thereafter. You may NOT wait to bring the certificate with you to the event. This is for your own benefit because it allows time to correct any mistakes on the Certificate. Vendors who are required to provide a Certificate of Insurance will NOT be allowed to set up until a correct Certificate has been received. If you do not provide a correct Certificate prior to the show you will NOT be allowed to set up and you will NOT be given a refund for your space fee.

8. REMEDIES.

- a. Time is of the essence for this Permit. If Participant fails to comply with any material conditions of this Permit, or if Participant does not take prompt action to rectify a failure to comply with this Permit or a supplemental agreement, the Chamber may immediately terminate this Permit; eject the Participant from the Event; exclude the Participant from future Events; retain Participant's fee as liquidated damages; or enforce any remedies available to Chamber under Oregon law.
- b. The above stated remedies are cumulative. The exercise of one remedy by the Chamber will not impair any other remedy. Any litigation concerning this permit will be conducted in circuit court or district court of the State of Oregon for Douglas County.

9. WEATHER AND SECURITY. All booth space is located outside with little protection from wind and rain. Participant must keep in mind that Event area is on the coast and that weather conditions can change quite rapidly. Participant is advised to be prepared for all types of weather. **Participant is responsible for 24-hour security of the assigned booth and property therein.**

10. RUBBISH CONTROL DURING THE EVENT. Dumpsters are provided in the Event area for use by Participant to dispose of Event created rubbish. Each food vendor shall provide a suitable trash container at their booth, police the area around this container, and empty it as required.

11. EXTENSION CORDS. Participant must provide all required extension cords. When more than one cord is used all connections shall be taped or otherwise sealed to provide waterproof protection. Use only heavy-

duty cords. As a word of caution, worn, frayed, or improperly insulated extension cords will trip the GFI circuit breakers.

12. **CHECK IN.** Assigned space numbers will not be given prior to check in. Committee members will be available at Vendor's area during set-up time. Please see attached Fee Schedule for set-up times.
13. **HOURS OF OPERATION.** Closing your booth before the specified time or leaving the Event early will be grounds for exclusion from the Event the following year. Participants may open earlier or remain open later if they so choose – but, you must be open during our advertised hours of operation. Please call prior to event for more information.
14. **Refundable Cleaning Deposit Check.** Sunday on departure when your vendor space is cleaned of all trash and debris your deposit check will be refunded, uncashed.
15. **TIPS ABOUT THE APPLICATION.**
- a. Your application is a contract. Please type or print the required information. When an item is not applicable indicate that fact by entering n/a.
 - b. If you share the cost of booth space with a participant who is not a member of your immediate family, we require an application from both parties. This procedure serves two purposes, (1) We know who the participants are, and (2) The other person's name is added to the Event mailing list. Additional application(s) will be sent upon request.
 - c. Participants desiring to be near each other should try to have both parties indicate this fact on their application. Please use the other vendor's full name.
16. **CONFIRMATION OF ACCEPTANCE.** Please include a postage paid, self-addressed #10 BUSINESS ENVELOPE with the application or an E-mail address.

17. **WHAT TO SEND:**

- 1) The completed permit application
- 2) Payment in full
- 3) [Separate \\$250.00 refundable cleaning deposit check](#)
- 4) A self-addressed stamped #10 envelope or [e-mail address for correspondence](#)
- 5) Signed Terms & Conditions
- 6) Signed Code of Conduct
- 7) The Workers' Compensation Certificate - EVERY vendor is required to return this form
- 8) Current Certificate of Liability Insurance (Food vendors only)

18. **REQUESTING SPACES.** Space numbers will not be given prior to check-in.

19. **A REMINDER ABOUT INSURANCE.** Instruct your insurance agent to send any required certificates of liability and/or workers' compensation to the address of the Chamber of Commerce.

20. **SUPPLEMENTARY CONDITIONS.** Any supplementary conditions shall be in writing and signed by Participant and the Chamber of Commerce.

I, as the Participant, and for the Organization, if any, named above, have read and agree to the conditions set forth in the Terms and Conditions of Reedsport/Winchester Bay Chamber of Commerce 2011 Event Vendor application which I have retained for reference. The undersigned certifies that he/she has the authority to accept and sign this application.

(Vendor Signature)

(Date)

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CODE OF CONDUCT

The Reedsport/Winchester Bay Chamber of Commerce hereafter called The Chamber is committed to conducting its business affairs in a socially responsible manner. The Chamber expects a commitment to legal compliance and ethical business practices by all of its vendors. This Code of Conduct shall apply to all participants of Chamber events.

STANDARDS

A. LEGAL COMPLIANCE: Vendors must comply with all applicable legal requirements in conducting business related to sales. Vendors must comply with any lawful and reasonable direction given by a Chamber Representative.

B. ENVIRONMENTAL COMPLIANCE: Vendors will be committed to the protection and preservation of the local environment and conduct business accordingly.

C. COMPLIANCE WITH ETHICAL PRINCIPLES: Vendors will be committed in the conduct of their business to a set of ethical standards, which include, but are by no means limited to honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being. Vendors are expected to act with integrity during the course of relationship between the Chamber and your Company. The Chamber also expects that vendors will not provide false or misleading information to anyone.

D. FAILURE TO COMPLY: If any vendor, or others acting on behalf of the vendor or it's business, fails to comply with the Code of Conduct, The Chamber DuneFest Committee will decide an immediate course of action including but not limited to; dismissal of the Event without reimbursement of previously paid funds, exclusion from future participation in events, and legal proceedings that best protect The Chamber and others in attendance from personal injury, harassment, or damages.

E. AGREEMENT TO COMPLY: The Chamber acknowledges your agreement to this Code of Conduct upon your payment of fees associated with the participation of Chamber events.

VENDOR SIGNATURE

DATE

2011 Douglas County Worker's Compensation Form (ORS 656)

Any person who provides labor for compensation and does not qualify for an exemption is a subject worker. Non-subject workers are defined in ORS656.027. Participant is required to provide proof of workers' compensation insurance or to certify that subject workers are not employed for any Reedsport/Winchester Bay Chamber of Commerce 2011 events. Completion of this certificate is REQUIRED as a condition of obtaining a special use permit for any Event that takes place in Douglas County. This requirement is imposed by the Douglas County Counsel.

Part 1

Name: _____ Phone Number: _____

Mailing Address: _____

City, State, Zip: _____

Business or Organization Name: _____ (if applicable)

Part 2

I, as Participant, and for the Organization, if any, named above, certify that I will NOT employ workers to perform labor at any Reedsport/Winchester Bay Chamber of Commerce 2011 events.

(Signature)

(Date)

Part 3

Subject workers will be employed to perform labor at Reedsport/Winchester Bay Chamber of Commerce 2011 events. I have instructed my insurance agent to furnish proof of the required insurance coverage to the Reedsport/Winchester Bay Chamber of Commerce, P.O. Box 11, 855 Hwy Ave, Reedsport, OR 97467. I understand that proof of insurance must be received prior to the Event.

(Signature)

(Date)