

VENDOR APPLICATION



October 6th & 7th, 2012

This agreement is made and entered into by and between the Oregon Covered Bridge Festival Board and the Vendor. Please read thoroughly before completing.

The festival is to be held at Bohemia Park, located on Main Street, Cottage Grove, OR. The event dates and hours are as follows: October 6th & 7th, 2012 Saturday, October 6th from 10:00pm–8:00pm, Sunday, October 7th from 11:00am-4:00pm. No early tear downs, please!

Check-in will be Saturday, October 6th from 6:00am-9:30am. If a different check-in time is needed please contact the vendor coordinator to make special arrangements. All booths must be ready to open by the start of the festival each day. Photos of your product and a description must be included with your application for jury purposes. All booths must have handmade items. **NO COMMERCIAL PRODUCTS PLEASE!** All tents must be fire retardant and in excellent condition.

Please Print:

Name: _____ Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

E-mail address: _____

BOOTHS: Please indicate what size booth you will need. Use space below for special requests.

Food Booth:

10x10 _____ \$85 10x20 _____ \$125

Non Profit Booth:

10x10 _____ \$25 10x20 _____ \$50

Arts & Crafts:

10x10 _____ \$50 10x20 _____ \$85

Electricity needed: Yes _____ No _____ If yes, how many watts needed? _____

Vendor Signature _____ Date: _____

Official use only:

Date Received: _____ Date of Board Approval: _____ Vendor Pkt: _____

For further information contact:

Kristin Sanger, 541-232-9953 or kristin@ocbfestival.com

Mail to: OREGON COVERED BRIDGE FESTIVAL
PO Box 1378
Cottage Grove, OR 97424

Vendors Agreement

The 2012 OREGON COVERED BRIDGE FESTIVAL will be held at Bohemia Park in Cottage Grove, Oregon on Main Street.

This Agreement is made between the Oregon Covered Bridge Festival (festival or its agent) and named Vendor. The Festival and Vendor agrees as follows:

NO EARLY TEAR DOWNS!

1. **Limitation of Liability:** Agent and Festival assumes no responsibility for any property placed on the facilities by vendor and the Agent is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of the park under this agreement and all security or other protective service desired by vendor must be provided by separate agreement with the agent.
2. **INDEMNITY:** Vendor agrees to defend, indemnify and save the Oregon Covered Bridge Festival, it's agents, their officers, agents and employees, harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation's, or other damages resulting in death, or damage, including loss or destruction to property, of whatsoever nature arising out of, attendant to this agreement and contract. Vendor Shall not be held responsible for any losses, expenses, claims, subrogation's, actions, costs, judgments or other damages, directly, solely and proximately cause by the negligence of the Festival or any of its agents.
3. **COSTS AND ATTORNEY FEES:** Should the Festival or its agents or vendors file suit or action against the vendor on any cause arising in any way from this agreement and contract, the vendor agrees to pay to the Festival such reasonable costs, such as attorney's fees and court costs, that the court having jurisdiction of the case may determine, in addition to costs and disbursement allowed to a prevailing party as a matter of law.
4. **RESTRICTION ON EXHIBITS:** The Festival and its agent reserves the right to restrict as allowed by law the operation of any exhibit which may become objectionable to exhibitors or to the public.
5. **NOISE:** No sound amplification devices may be used by exhibitors without the prior written consent of the Agent. If the agent approves the use of any such device, the exhibitor shall use the device in a manner that will cause the least disturbance. If the agent determines that any device so approved is causing unnecessary noise the agent may revoke the approval of the device and require the vendor to remove the device.
6. **SHOW SERVICES:** Tables, chairs and other materials not expressly covered by this agreement are the responsibility of the Vendor. Arrangements for such items should be made with the agent or a supplier of the Festival prior to the dates of the Festival
7. **Fire and Life Regulations:** All exhibits must comply with Appropriate Fire and Life Safety regulations. For information and or details contact the Albany Fire Marshall office. The running of combustible engines may be with prior approval and must comply with all regulations.
8. **ELECTRICITY:** Any additional power needs must be arranged through the Agent at least 30 days prior to the Festival move in day. The Agent reserves the right to cut back power service to any exhibitor exceeding their allotted power use.
9. **CANCELLATIONS/REFUNDS:** If Vendor fails to pay the balance of space rental on or before 10am on Thursday, Sep. 29th, the Vendors rights to exhibit may be canceled without further notice or refund

of any deposit. If Vendor cancels its participation in the Festival, such cancellation shall be considered a default on its part, any monies paid hereunder shall be retained by the Agent as damages. Vendor and Agent shall be bound by the terms and conditions and rules for exhibiting in the Covered Bridge Festival.

10. RIGHTS OF THE AGENT IN THE EVENT EXHIBITION IS NOT HELD: Agent shall not be liable for any damages or expenses incurred by Exhibitors in the event the show is delayed, interrupted or not held as scheduled, and if for any reason beyond the control of the Agent the Festival is not held. Agent may retain so much of the amount paid by Vendors as necessary to defray expenses already incurred by agent.

Thank you for joining us for our 11th Annual Oregon Covered Bridge Festival. We look forward to working with you.

A signed copy of this agreement will be returned to you for your records.

Mail to: OREGON COVERED BRIDGE FESTIVAL

PO Box 1378

Cottage Grove, OR 97424