

## 2012 Sterling Savings Bank Bite of Bend Commercial Vendor Agreement

The 10th annual Sterling Savings Bank Bite of Bend in Downtown Bend, Oregon is slated for June 23rd & 24th, 2012. Please join us for Central Oregon's largest food festival. The Bite of Bend celebrates our local food and spirits culture and highlights some of the best music in the region.

Back this year will be the Oregon Marketplace, showcasing local fine food, Oregon Wines and Liquors and the local Top Chef competition.

The Bite of Bend is free to the public and includes a wide array of activities such as the children's area, live music, "a beer run", beer, wine and spirits tasting, fine food as well as local food booths offering "bites" of their locally created provisions.

We look forward to working with you on making this year's Bite of Bend one of Central Oregon's largest attractions.

If you have additional questions, contact Lay It Out Events at 541-323-0964.

### EVENT DETAILS

#### Directions and Setup Info

The Bite of Bend is located on Bond and Minnesota. 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. One outlet of power (not to exceed 15 amps) is provided for commercial vendors. Additional power is available for \$25 per outlet (no outlet to exceed 15 amps). Power is only available during open hours. **Please list all appliances and amps at the end of this application.**

### Fire Codes

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

### Insurance

Please have your insurance company send a certificate of insurance and list as certificate holders:

- ✓ The Bite of Bend 704 NW Georgia, Bend, OR 97701
- ✓ Lay It Out Events 704 NW Georgia, Bend, OR 97701
- ✓ Sterling Savings Bank 61515 S. Hwy. 97, Bend, OR 97702
- ✓ The City of Bend 555 NE 15th Street, Bend, OR 97701

### Cancellation Policy

Cancellations received before May 25, 2012 will receive a 50% refund. No refunds are given after May 25, 2012.

### Hours of operation

Saturday 11am-10pm, and Sunday 11am-7pm. 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.

### Security

Security will be provided overnight from 10pm Saturday night to 8am Sunday morning. It is highly recommended that you cover your goods with a tarp and take anything of high value with you at night. Lay It Out Events and The Bite of Bend are not responsible for lost or stolen goods.

### 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 on Accessibility, please 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 downtown Bend for the duration of the event.
2. VENDOR will be provided a link to their website on the Bite of Bend site.

#### CORPORATE VENDOR WILL PROVIDE THE FOLLOWING:

1. Cash contribution of \$750 for the 2012 Bite of Bend event.
2. Payment is due no later than May 25, 2012
3. Payment to be made to:  
Lay It Out Events

**VENDOR INFO**

Business Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Type of Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
Please list all appliances and amps: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How many staff (over the 2 days) will you have working at the event? \_\_\_\_\_

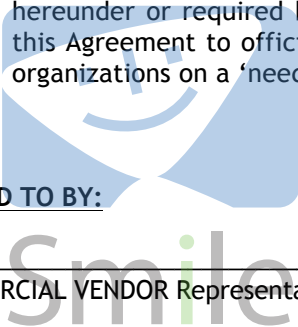
**TERMS OF THIS AGREEMENT:**

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 2012 BITE OF BEND 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 your payment and 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

Questions about the Bend Fire Code? Please call (541) 322-6386 and we would be glad to assist you.

