

2019 EL GRITO FIESTA – MERCHANT VENDOR APPLICATION

This is a contract between Amusement Production Services Inc. 3407 SE 108th Ave, Portland, OR 97266, phone 503-761-0015 and vendor (listed below):

Company Name _____

Owner Name: _____

Address: _____

City: _____ State: _____ Zip _____

Cell Phone: _____ #2 best number to reach you _____

E-Mail Address: _____

Space Rental

MERCHANDISE ARTISANS/ ARTS AND CRAFTS VENDOR/hand crafted by artist

**** it is at the sole discretion of APS to say who qualifies for this vendor fees**

_____ 10 x 10 Advertising booth - **\$150.00— Flat Fee**

_____ 10 x 20 Advertising booth **\$200.00 — Flat Fee**

ADVERTISEMENT/ PROMOTION VENDOR

_____ 10 x 10 Advertising booth (no direct sales – just handing out info or promoting business) - **\$200.00— Flat Fee**

_____ 10 x 20 Advertising booth (no direct sales – just handing out info or promoting business) - **\$250.00— Flat Fee**

MERCHANT VENDOR

_____ 10 x10 Merchant booth (selling merchandise) - **\$250.00— Flat Fee**

_____ 10 x 20 Merchant booth (selling merchandise) - **\$275.00— Flat Fee**

_____ 20 x 20 Merchant booth (selling merchandise) - **\$300.00— Flat Fee**

Booth specifications: Consist of a 10 x10, 10 x 20 or 20 x 20 space,. No Tent provided (you bring your own). It is mandatory you have a tent with 3 walls. We provide electrical up to 500 watt of 110 volt electricity (no light) plug in.

2019 Dates & Hours of Operation

Saturday September 14th 11am to 10:30 pm

Sunday September 15th 11am to 10:30 pm

Please provide a photo of your booth, items to be sold, brochures etc., anything that will help us see what your operation looks like and what it is that your selling/promoting/advertising.

About Our Rules & Regulations Manual

To make your experience at the El Grito Fiesta more rewarding and less confusing; we have put together this manual. It has been designed to be read easily and to help you find the information you need quickly.

The following rules of conduct have been established for the protection and guidance of all concessionaires. Please read your manual carefully and Review it from time to time. This will help make the best of your experience.

After reading the Manual and agreeing with the terms, there is an application form to fill out and mail to the address below. Do not forget to sign that application.

After this information is received Amusement production Services (APS) will either reject or accept the signed Contract. This is a fast turn around—should take about 7 days .

APS and Vendor agree this Contract is not valid or enforceable until APS accepts it by signing, dating, and returning a copy to the Vendor.

If APS rejects the Contract, then APS will refund the rent payment made by Vendor.

**3407 SE 108th Ave
Portland, OR 97266
503-519-8467**

If you have questions we encourage you to discuss them with Tracy Burback 503-761-0015

Amusement Production Services here in after referred to as APS receive the right to make changes, to update, to delete, or to add to these policies, rules, procedures and benefits at any time

2019 Dates & Hours of Operation

Saturday September 14th	11am to 10:30 pm
Sunday September 15th	11am to 10:30 pm

Space and Booth

Merchant/Advertising/Promotion vendor booth. Consist of a 10 x10, 10 x 20 or 20 x 20 space.. No Tent provided (you bring your own). It is mandatory you have a tent with 3 walls. We provide electrical up to 500 watt of 110 volt electricity (no light) plug in.

You cannot build onto your space and or display items or signage outside of your space unless prearranged and written in contract. You must stay within the boundaries of your space that was rented to you. Booth space cannot be shared or sublet to any other identity then what is on the contract.

Payment of Rent

Vendor will pay all rent booth rent to APS. Payment needs to be sent in at the time of application or your space **will not** be held for you. Booth rental fee is non-refundable after your application is approved.

All booth space fees must be paid in full by **July 1st 2019.** Any returned NSF checks will be charged a \$45 fee.

Booths may **not** be shared, assigned or sublet without written permission from the event manager. Failure to abide by this rule

may result in closure of the vendor's booth at the event.

Permits:

Vendors are responsible for obtaining all required governmental permits (i.e., health, fire, business, city licenses, insurance etc.). If your booth requires such .

Designation of Booth Location. Within a reasonable time before the beginning of the Fiesta, APS will designate the location (space) for the Vendor's booth on the Fiesta site plan. Careful thought and consideration will be taken to place all vendors at the convenient space; once your booth space has been assigned it is FINAL. If you move or exchange your booth space without authorization, then APS may terminate this Contract and close down the Vendor.

Set-up Day:

You will be allowed to set-up your booth **Thursday, September 12th and Friday, September 13th, from 9am to 8pm.** We will expect your arrival on the date you specified on your contract. It is your responsibility to check in at the APS Office before moving your equipment on the grounds.

The vendor agrees to complete the set up by **8pm on Friday, September 13th, 2019.** If the vendor has not finished set up by 8pm then the vendor must contact Tracy at 503-519-8467 ASAP to make special arrangements.

Vendors will have a 20 minute time period for unloading, then the vehicles must be moved to a nearby parking facility. APS does not provide parking for vendors vehicles; also, please note that vehicles may be towed at the owner's expense.

Security:

There will be limited overnight security patrolling the event grounds from close until 8am nightly.

APS will provide 24- hour security beginning at **8am on Thursday, September 13th.** The vendor acknowledges security is only a deterrent and not a guarantee against unlawful activities. Including theft or destruction of property. The vendor is solely responsible for safeguarding its property and will bear the sole risk of loss for all materials and equipment owned or used by the vendor in connection with the Fiesta-related activities.

Under no circumstances will any person be allowed to remain in the booth or space overnight.

Daily entrance passes:

Vendors are issued daily entrance passes. Please note that you will not need passes for the morning shift if you are entering the grounds before opening.

These passes are for employees working the booth only. If you wish to leave the site, you need to have your hand stamped for reentry.

If you forget your pass, **you must pay to get in.** Do not hassle the ticket sellers or gate personnel.

Each vendor will receive the required amounts of passes for their booth that vendor requests (as long as the request is reasonable). These can be picked up at the APS Office on Set Up day.

Discounted entrance tickets can be purchase at the APS Office for family and friends.

Exclusives:

There are no exclusives. However, we try to minimize duplications.

Booth Appearance.

Your booth and surrounding areas of your booth must be kept clean and picked up. Vendors with the lowest standards will be dropped from the celebration.

Cleaning, Garbage and Fairground Damages.

Vendor will maintain its space and booth in a clean and orderly manner, follow the rules of the recycling vendor, dispose of all garbage in garbage bags, dispose of waste water in designated drains and follow the rules and regulations of Clackamas County. The Vendor agrees to be responsible for any cleaning costs or fairground damages caused by the Vendor or assessed against the Vendor by the Association or Clackamas County.

Do not dump grease in the garbage cans, dumpsters or portable toilets—we have grease barrels on site.

Any garbage left behind on closing night that is linked to your booth will result in a \$50.00 fine.

Music:

No sound devices or music (record player, tape recorders, etc.) shall be allowed unless approved by APS

Nightly Closings: Each evening an office staff member will come by and close you (**do not close on your own**).

Giveaways/Drawings:

All give away items must be approved by APS. The names and addresses of drawing winners must be given to APS.

Parking:

There is free parking at this event for one vendor vehicle, which requires APS approval.

Closing Night - dismantling and removal

All equipment, supplies and debris must be removed closing night of the event. If you cannot clear your booth out that night, you must contact Tracy and make other arrangements

Rules & Regulations

At its sole expense, the vendor and its employee will follow all APS and government rules and regulations, including health, fire, and police. During the Fiesta, the vendor agrees to keep a copy of this contract and all related government rules and regulations at their booth.

APS organizes and produces an annual El Grito Fiesta, which is held the weekend days on or prior to September 15th and 16th each year. The Vendor wishes to rent space and a booth and equipment (upon request at an additional charge) from APS under the terms of this Contract for the purposes of selling merchandise, services or food to the public at the Fiesta. APS and the Vendor agree to the APS Rules & Regulations Manual and the following production of the Fiesta. APS will produce the El Grito Fiesta at the Clackamas County Fairgrounds in Canby, Oregon. APS may suspend or cancel the Fiesta in the event of inclement weather, flood, fire, earthquake, strike, war, terrorism, civil unrest, or any other reasonable cause. APS will not be liable to vendor for any damages (including without limitation a refund fee) rising out of the postponement or cancellation of any of the Fiesta for reasons beyond the control of APS.

Insurance:

Vendor shall, at its own expense, procure and maintain in effect during its Fiesta-related activities, including all set-up and tear-down activities, the following insurance:

a) **Commercial General Liability Insurance** written on an occurrence basis covering public liability, bodily injury, and property damage including accidents, damages, losses, injuries, including death, and other problems that may arise as a result of Vendor's activities; product liability insurance, injuries to persons (including death) liability coverage, damage to property (including damage to any portion of the Park). The policy limits of this Commercial General Liability Insurance will not be less than **\$1,000,000 per occurrence**.

Vendor shall provide APS with a Certificate of Insurance in proper form from its insurance carrier specifying that its insurance policies in the coverage types and amounts stipulated in Section A, B & C, above, is in full effect and expiration dates of said insurance. This Certificate of Insurance is due at APS office no later than July 1st of each year. Should any material changes occur at any time, a certified letter should be included identifying all significant changes made to Vendor's insurance policies including changes in types of coverage, coverage amounts, and/or any other material circumstances of coverage. Each Certificate of Insurance shall name as **ADDITIONAL INSURED Clackamas County, Clackamas County board of Commissioners, Clackamas County Fair Board Their employees and agents and Amusement Production Services, their elected officials, directors, officers, employees and agents** are included as additional insureds under this policy for any claim or claims for injury to or death of any person, or damage to property, resulting from or arising out of: (i) the permit issued by Clackamas County to the Association for the El Grito Fiesta event; (ii) any act or omission of Clackamas County or the Association; and (iii) any condition of property owned or controlled by Clackamas County or the Association.

Failure to Provide Insurance.

Failure by Vendor to provide all insurance policies described above at the limits stated with proof of insurance and the stated ADDITIONAL INSURED endorsements by July 1st will be considered to be a breach of contract that may result in termination of this Contract.

Release and Indemnity. Vendor releases and will indemnify, defend and hold harmless APS and the Clackamas County, their predecessors, successors, affiliates, and assigns, and all of their respective past, present and future officers, directors, elected officials, advisors, employees, contractors, subcontractors, members, volunteers and authorized agents and representatives (the "Indemnified Parties") from

and against any and all Indemnified Claims. "Indemnified Claims" means any and all claims, actions, causes of action, suits, proceedings, demands, judgments, bona fide settlements, penalties, losses, damages, liabilities (including lost profits of consequential damages), costs and expenses of every kind (including without limitation reasonable attorneys' fees and costs incurred by any of the Indemnified Parties), whether known or unknown, resulting from, arising out of or related to any (i) act or omission of the Indemnified Parties; (ii) condition of the property owned or controlled by the Indemnified Parties; (iii) breach of any material term or provision of this Contract by Vendor; and (iv) negligent, reckless or willful act, error or omission by Vendor or any of Vendor's employees, agents or representatives. This obligation shall continue beyond the termination or expiration of this Contract.

Ownership of Event Information. Vendor acknowledges that the Association is the sole and exclusive owner of all right, title and interest in and to all information and intellectual property employed in the organization, staging, administration, promotion, advertising and marketing of the Fiesta, including but not limited to all trademarks, service marks, art work, emblems, logos, insignia, and all goodwill associated therewith, all know-how, trade secrets, sponsorship information, systems, forms, data, and event information and all documentary evidence of any of the foregoing ("Event Information"). Vendor agrees that it will not directly or indirectly, (i) challenge the Association's ownership of the Event Information; or (ii) use any Event Information, except as may be necessary to perform its obligations under this Contract

Entire Agreement. This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. All section headings used in this Contract are for convenience only and will not affect the interpretation or meaning of this Contract.

Amendment. This Contract may be amended only by a written document signed by both parties.

No Agency Relationship. This Contract does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Neither party has the authority to bind the other party or represent to any person that the party is an agent of the other party.

Severability. If a provision of this Contract is determined to be unenforceable in any respect the enforceability of the provision in any other respect and of the remaining provisions of this Contract will not be impaired.

Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Contract will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

Attorney's Fees. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Contract, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees, costs, and expenses incurred at arbitration, at trial, on appeal, and on petition for review, as determined by the arbitrator or court.

Governing Law. This Contract is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle of any jurisdiction.

Venue. Any action or proceeding arising out of this Contract will be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

Binding Effect. This Contract will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will insure to their benefit.

No Assignment. Vendor may not assign or delegate any of its rights or obligations under this Contract to any person without the prior written consent of APS. Booth space cannot be shared or sublet to any other identity than what is on the contract.

Time of Essence. Time is of the essence with respect to all dates and time periods set forth in this Contract.

Termination of Contract APS. If the Vendor violates any of the terms in this Contract, then APS may terminate this Contract without advance notice, close down the Vendor, and place a landlord's lien on the Vendor's property to cover any possible damages.

Remedies. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

DAMAGES AND OTHER REMEDIES

If the concessionaire defaults in any of the license payments or any other term of condition of this agreement, the contractor may cancel and terminate this contract without notice to the concessionaire, remove the contractor's property from the midway or event ground and retain as liquidated damages any sum or sums contractor may have received from the concessionaire pursuant to this contract.

As further liquidated damages in the event of a breach by concessionaire, the parties hereby agree that actual damages to the contractor will be impossible to assess or determine and therefore agree on the following formula to determine the sum due to contractor by concessionaire:

The total full day's rent previously paid by concessionaire, divided by the number of days paid, times the unexpired term in days.

In the alternative a pro-rated sum equal to the amount paid in the next preceding year for the same or similar concession.

But in no event less than the sum set out in the Manual hereof, per day for the unexpired term. In the alternative, the contractor may with or without notice enter upon the premises of concessionaire or ride as herein described and may operate said concession for the remaining period of the event. If the contractor assumes the operation of the concession it shall operate it in accordance with the usual business practices of a concession of that type and style. The contractor may add, retain or release any or all of concessionaires' employees; may add inventory, change the method or play of operation, and change the array of merchandise or products offered; and may do any necessary thing to assure the reasonably successful operation of said concession in its' sole business judgment and discretion. When the contractor takes over the operation of the concession it shall have prepared a complete list of: The equipment, supplies and inventory located at the concession and owned by the concessionaire which is necessary for the proper operation of the concession ("The Property"). The property shall be returned to the concessionaire in the condition received by the contractor, wear and tear expected. Inventory and consumables shall be accounted to the concessionaire within twenty-four (24) hours after the end of the event. Fifty percent (50%) of the profit, if any, after all costs for rent, supplies, inventory, payroll and related costs, insurance, ticket sale expense, and other ordinary expenses have been paid, shall be delivered to the concessionaire. If the gross proceeds are insufficient to pay all necessary costs as set out above, concessionaire hereby gives and transfer to the contractor a possessory security interest in the property of the concessionaire until such deficiency is paid to the contractor. Within eight (8) hours of the end of the event the contractor shall provide to (1) concessionaire (2) an employee or agent of concessionaire or (3) by mailing a statement by regular mail to the concessionaires address shown on this Manual hereof, an accounting and payments to the concessionaire of fifty percent (50%) of the profit, if any, or a statement of the sum due to contractor from concessionaire. This statement shall be adequate notice for all purposes under this provision. If the deficiency is not paid within sixty (60) days of the end of the event, then the contractor may retain all property of concessionaires; then in its possession as liquidated damages for the deficiency.

Contract Acceptance and Enforcement. This Contract is an offer by the Vendor to APS. If the Vendor returns to APS on or before July 1, 2018 the items listed below. **Then APS will either reject or accept and sign this Contract. APS and Vendor agree this Contract is not valid or enforceable until APS accepts it by signing, dating, and returning a copy to the Vendor. If APS rejects the Contract, then APS will refund the rent payment made by Vendor.**

Completed and signed Contract; payment of the rent – check or money order made payable to APS - items to be sold or services, along with prices, Insurance Certificate to be mailed to:

**APS—Tracy Burback
3407 Se 108th Ave
Portland, OR 97266**