

2017 SPONSOR/VENDOR APPLICATION



Reedsport/Winchester Bay Chamber of Commerce

July 26th thru July 30th , 2017

541-297-6073 Phyllis Dever winchesterbayrentals@yahoo.com

Chamber office 541-271-3495

www.dunefest.com

The Vendor understands that DuneFest® is a registered trade mark of the Reedsport/Winchester Bay Chamber of Commerce which entity retains all rights.

Business Name _____

Contact Name _____

Street Address _____

City _____ **State** _____ **Zip** _____

Email _____

Web Address _____

Phone # _____

Booth Type (Food) (Craft) (Commercial) Circle One

Describe ALL items for sale or exhibit

WHAT YOU LIST IS WHAT YOU WILL BE CONSIDERED FOR APPROVAL

This section must be filled in

APPLICATION DEADLINE APRIL 15, 2017

PLEASE NOTE THE FOLLOWING IMPORTANT GUIDELINES

- **NO DUNEFEST® LOGO CLOTHING/PARAPHERNALIA IS ALLOWED TO BE SOLD OR GIVEN AWAY OTHER THAN OUR LICENSED DUNEFEST® VENDOR (i.e. t-shirts, sweatshirts, hats, cups, stickers, flags, etc.) If you don't comply, you will be asked to leave the event and will forfeit all monies paid.**
- Vendors/Sponsors are NOT allowed to sub-lease their purchased vendor space. **The Committee must approve ALL sponsors.**
- Please make checks payable to: Reedsport/Winchester Bay Chamber of Commerce. If paying by charge card please list appropriate information on Page 2. Space will only be reserved after application with payment, has been received and approved. There will be NO REFUNDS for sponsor/vendor spaces.
- **All Vendors/Sponsors must arrive on Tuesday, July 25, 2017 to set-up. Vendors arriving on Wednesday, July 26th, 2017 will not be allowed to setup and will forfeit their vendor fee. Setup is Tuesday, July 25, 2017 from 8:00am to 7:00 pm. If you need a later check-in, please indicate this on your application. Booths open 9am-7pm Wed-Sat; 9a-12pm Sun.**

Load In load out Information

Load In

All vendors/sponsors who are 10' x 20' or 20' x 20' and do not have a vendor trailer and are only moving in product, table chairs and displays will move in on Tuesday, July 25, 2017 between the hours of 8:00am and 7:00pm. All others who have RV or event trailers will move in on Monday, July 24, 2017 between the hours of 8:00am and 7:00pm. Please check-in at vendor row with Phyllis Dever upon your arrival.

Load Out

All vendors/sponsors cannot breakdown until after 12:00pm on Sunday, July 30, 2017. Event starts Wednesday, July 26, 2017 at 9:00am. Anyone arriving on the July 26, 2017 will not be allowed to set-up and will forfeit their vendor fee.

General Information – Emergency Contact

Please provide staff with onsite contact person and their phone number prior to set-up on a 4"x8" sheet or Index card.

Booths Open 9:00am-7:00pm Wednesday through Saturday; 9:00am-12:00pm on Sunday.

DuneFest® Onsite Contact Staff
Phyllis Dever - Cell: 541-297-6073

Additional Information:

PAYMENT INFORMATION (DO NOT SEND CASH):

Enclosed is a check or money order# _____ for \$_____ payable to the **Reedsport/Winchester Bay Chamber of Commerce.**

or

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

Card #: _____ Exp Date: _____

V Code (last 3 #'s on the back of the card): _____

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

Card Holder's Billing Address: _____

Street/ PO Box, City, State, & Zip Code: _____

Authorized Signature: _____

ATV CHARITY AUCTION: Will you donate an item to be auctioned? Circle YES NO

Describe Item & Retail Value on Separate Sheet

THE MONEY COLLECTED DURING THE CHARITY AUCTION IS GIVEN TO CHARITIES IN OUR LOCAL AREA!

PLEASE PROVIDE ROUGH DRAWING OF YOUR SETUP - BE SURE TO INCLUDE SIZE OF TRAILERS, BOOTHS, TABLES, ETC. (PROVIDE DRAWING BELOW.)

INCLUDING Power requirements.

EVERYTHING MUST FIT WITHIN SPACE PURCHASED - NO EXCEPTIONS!

VENDOR RENTAL TENTS: MUST BE rented through Big Tent Rents 541-888-2806, <http://www.bigtentrentals.com/>. This is the only tent rental vendor approved by Douglas County.

REEDSPORT/WINCHESTER BAY CHAMBER OF COMMERCE
2017 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 2017 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 or alcohol; any item displaying obscenity or profanity; any item that is sexually explicit or displays 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, trash 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 8:00 p.m. on the Sunday 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 DuneFest® Committee.
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 Douglas County Parks Dept. and officers, employees, or agents, or latent hazardous conditions.
 - b. This section merely allocates risk between the Chamber, Douglas County Parks Participant and Salmon Harbor Management. 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. (ALL VENDORS)
 - 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 \$1,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 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 2741 Frontage Road, Reedsport, Oregon 97467, Douglas County Parks Dept. 1036 SE Douglas St. Rm. #116 Roseburg, OR 97470, shall be named as Certificate Holders 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. DuneFest® 2017 will provide security, however it is the sponsors responsibility to secure booth space and the contents within.

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 35-gallon trash container at their booth, police the area around this container, and empty it as required. All food vendors are required to have industrial rubber mats covering their entire vendor space. Each food vendor is required to sweep, clean, and maintain the area in front of booth.

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.

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. 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.

15. CONFIRMATION OF ACCEPTANCE. Please include a postage paid, self-addressed #10 BUSINESS ENVELOPE with the application or an E-mail address.

16. WHAT TO SEND:

- a. The completed Event Vendor Application
- b. Payment in full
- c. A self-addressed stamped #10 envelope or e-mail address for correspondence
- d. Signed Terms & Conditions
- e. Signed Code of Conduct
- f. The Workers' Compensation Certificate - EVERY vendor is required to return this form
- g. Current Certificate of Liability Insurance

17. REQUESTING SPACES. Space numbers WILL NOT be given prior to check-in.

18. 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, 2741 Frontage Rd. Reedsport, OR 97467 and Douglas County Parks Dept. 1036 Douglas Ave. Room # 116, Roseburg, OR 97470.

19. 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 2017 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 _____

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 its 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 _____

2017 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 2017 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 _____

Part2

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 2017 events.

SIGNATURE _____ DATE _____

Part3

Subject workers will be employed to perform labor at Reedsport/Winchester Bay Chamber of Commerce 2017 events. I have instructed my insurance agent to furnish proof of the required insurance coverage to the Reedsport/Winchester Bay Chamber of Commerce, 2741 Frontage Road, Reedsport, OR 97467. I understand that proof of insurance must be received prior to the Event.

SIGNATURE _____ DATE _____