



2019 Eastern Oregon TributeFest

Merchandise Vendor Contract

This contract is not effective unless accompanied by insurance binder, signed, returned, and accepted by the Baker County Chamber of Commerce no later than June 1, 2019. This Agreement, made this date, _____, by and between Baker County Unlimited, hereinafter referred to as the Baker County Chamber of Commerce and _____ referred to as Vendor. Whereas, Baker County Chamber of Commerce desires to conduct the Eastern Oregon Tributefest the dates of August 16 and 17, 2019 and whereas, vendor desires to participate in said Tributefest by providing an attractive display,

THE PARTIES AGREE AS FOLLOWS:

1. USE OF PREMISES: Baker County Chamber of Commerce hereby rents to Exhibitor Space in Baker County Fairgrounds on August 16 and 17, 2019 inclusive. Exhibitor agrees to pay Baker County Chamber of Commerce rent in the full amount specified on page 2 of this contract.

2. PURPOSE: Vendor agrees to use the above premises solely for selling the following items _____

and for no other purpose. Vendor will sell within the confines of the allotted space only and times specified in this contract. If paying as

3. SECURITY: Vendor agrees that the Baker County Chamber of Commerce, their officers, directors, agents, and employees shall not be responsible for any loss, damage, or injury of any character to any property of the Vendor or his agents or employees while on premises of the TributeFest.

4. INDEMNIFICATION: Exhibitor shall indemnify, defend, and hold Baker County Chamber of Commerce harmless from any and all claims, costs, liabilities, damages, and fees (including attorney fees and expert witness fees) arising out of or related to Exhibitor's exercise of all rights and privileges under this Contract, including without limit, claims or liabilities for any personal injury or property damage of any kind or nature. This obligation of indemnity extends to the Baker County Chamber of Commerce and its officers, directors, agents, and employees.

5. ATTORNEY FEES: If litigation is instituted arising directly or indirectly out of this Agreement, the losing party shall pay to the prevailing party the prevailing party's reasonable attorney fees and court costs as determined by the court, and trial, or upon any appeal thereof.

6. HOUSEKEEPING: Vendor agrees to be entirely responsible for the space allotted to him/her under this agreement and shall reimburse the Baker County Chamber of Commerce for damage to grounds, facilities and/or trees used in connection with the space allotted to him/her. Vendor agrees to remove all materials brought in. (used oil, wrappings, etc.) Vendor agrees to fill holes and/or pay cost to maintain ground back to acceptable condition.

7. INSURANCE: Vendor agrees to provide a certificate of insurance for not less than \$500,000.00 combined single limit bodily injury and property damage. * Vendor selling or distributing a consumable food product must have no less than \$500,000.00 combined single limit products liability coverage. The Vendor shall be named insured on the policy and "Baker county Unlimited, Side B Promotions, Baker County Fairgrounds/Fair Board, their affiliates, subdivisions, officers, directors, agents and employees" shall be additional insured thereon. Vendor agrees to provide Baker County Chamber of Commerce with written proof of such insurance as a precondition to using the premises referred to herein. * This contract shall not be in force until compliance with insurance requirements has been met. No exceptions.

8. SPACE SPECIFICATIONS: Booth shall be designed so as not to interfere with the display of neighboring booths or obstruct the vision of Tributefest goes to multiple booths at one time. Music, sound systems, or noise that interferes with neighboring booths will not be permitted. All Booths must have a Class ABC Fire Extinguisher in the booth. And all Booths using hot oil must also have a Purple K Extinguisher for grease and oil. Any vendor found without the required Extinguishers will be shut down by the Fire Department and/or the Baker County Chamber of Commerce. All booths must have one 30-gallon garbage can in front of your booth for garbage collection by customers. Vendor is an independent contractor and is granted a personal privilege to use space at the Tributefest, which privilege may not be assigned to anyone else.

9. TERMINATION: This agreement may be terminated immediately by the Baker County Chamber of Commerce for breach of contract. Vendor will relinquish his space and all rights under this agreement and all monies paid will be forfeited by Vendor. Vendor must terminate agreement in writing in order to receive refund. If written termination by Vendor is not received by June 1, 2019, all monies will be forfeited.

10. ELECTRICAL: Event Electrician shall have the authority to disconnect any booth that overloads electrical capabilities. Vendor must provide extension cords. Extension cords must be heavy duty and subject to approval of event Electrician. Anyone using electrical cord or outlet must be approved and paid for in advance. Vendors needing 220V power, please specify this on your contract, as we have very limited availability, and it will be distributed on first come first serve basis.

FEE SCHEDULE: Merchandise Vendors

	Before June 1	After June1
15 ft space	\$150.00	\$200.00
Electricity (if required) 110V How many Amps Drawn?	_____	

* Due to electrical area capability restrictions we must monitor and may limit the total amps drawn per contract*

All Vendors must be set up on Thursday, August 15, 2019 by 6:00 pm.

MANDATORY SETUP TIMES

All booths must be set up on Thursday,

Set Up-Thursday, August 15 1:00PM-6:00PM

Vendor agrees to provide the products and services detailed in item #2 of this contract during the following hours of operation:

Friday August 16 4:00 PM - 12:00 AM

Saturday August 17 11:00 a.m. - 12:00 AM

Vendor is permitted to open earlier and remain open later at their own risk.

Vendor agrees to follow all rules and regulations set forth in this document and the "Standards of Operation", attached.

Signature_____

Date_____

Accepted and approved by Baker County Chamber of Commerce on_____