

Winchester Bay Merchants Association

P.O. Box 1143 - Winchester Bay, OR 97467 - Phone: 541-271-4471 or 541-271-2325

Ocean Festival 2011

EVENT VENDOR APPLICATION

FOOD & COMMERCIAL OR CRAFT & COLLECTABLES

Business Name: _____
Contact Name: First: _____ Last: _____
Street: _____ City: _____ State: _____ Zip: _____
Phone Number: (____)____-____ Fax Number: (____)____-____
E-Mail Address: _____

Booth Type: Food () Commercial () Craft () Collectible ()

Describe items for sale or exhibit: (NOTE: ONLY ITEMS LISTED BELOW WILL BE ALLOWED TO BE SOLD):

Electrical service required: YES () NO ()

List requirement needed for electrical service: _____
Number of 12X20' spaces needed: _____ (X) \$_____ amount per space; (12ft store front)
Add electrical service if needed for \$_____ amount per space.

**USE REVERSE SIDE OF THIS APPLICATION
TO DRAW YOUR BOOTH LAYOUT**

TOTAL FEE = \$_____

FEE SCHEDULE & INFORMATION

DATE -July 15, 16 & 17, 2011

LOCATION - WINCHESTER BAY

BOOTH SIZE

20ft x 12ft (12" Selling Front) Approximately

EVENT COST

\$75.00 for Craft & Collectables Vendors.
\$100.00 for all Others including, Commercial, Food & Drink.
If you sell water or soda, you must register as a Food Vendor.
(If you have a question on cost call 541-271-4471).

ELECTRICITY - \$25.00 / SPACE

Bring Your Own Extension Cord. A 10 gauge cord is required,
as you could be up to 200 feet from the power source.

SET-UP TIME - After 10:00 AM July 14th

HOURS OF OPERATION

10AM - 6PM Friday & Saturday
10AM-4PM Sunday

TAKE DOWN - 4PM July 17th

Payment Information

Enclosed is my check or money order # _____
for \$_____

Payable to: WINCHESTER BAY MERCHANTS ASSOCIATION

There will be NO REFUNDS
Spaces will only be reserved after application & full payment
has been received and approved by the Merchants.

PLEASE DO NOT SEND CASH!

There will be a \$35.00 charge for any returned check from the bank.

FOR OFFICE USE ONLY:

DATE REC'D _____ AMOUNT PAID _____

BY CHECK # _____

OF SPOTS _____ ELECTRICITY _____

DRAW THE LAYOUT OF YOUR BOOTH BELOW:

Your diagram should be front to back as indicated in the outline. One booth space is approximately 12 X20 feet (actual booth widths are about 3-6" less than 12 feet). The space provided below is the representation of 5 spaces. Please keep in mind that all your vehicles and RV's must be kept within your assigned space. ***Please do make reference to a prior year.***

----- (Street) ----- (Street) -----
----- (Selling Front) ----- (Selling Front) -----
 <-----12-----> <-----12-----> <-----12-----> <-----12-----> <-----12----->

L
E
F
T

(20')
S
I
D
E

----- (The Back Side Of Booth) -----

VENDOR APPLICATION CHECK LIST -- WHAT TO SEND US:

- 1) The completed permit application. Please fill out backside booth layout drawing.
- 2) The workers' compensation certificate - EVERY vendor is required to return this form.
- 3) A self-addressed stamped #10 envelope.
- 4) Payment in full.
- 5) Signed Terms & Conditions.
- 6) Current Certificate of Liability Insurance. (Food vendors only)
- 7) Signed Code of Conduct

Please make checks payable to: Winchester Bay Merchants Association.

There will be NO REFUNDS. Spaces will only be reserved after application & full payment has been received and approved by the Merchants.

For more information regarding events, please contact Event Coordinator Julie Beck at 541-271-4471 or 541-271-2325, or by e-mail at wbmerchants@yahoo.com

Winchester Bay Merchants Association

P.O. Box 1143 Winchester Bay, Oregon 97467 541-271-4471

CODE OF CONDUCT

The Winchester Bay Merchants Association hereafter called The Merchants Association is committed to conducting its business affairs in a socially responsible manner. The Merchants Association expects a commitment to legal compliance and ethical business practices by all of its event vendors. This Code of Conduct shall apply to all participants of Merchants Association events.

STANDARDS

A. LEGAL COMPLIANCE: Event vendors must comply with all applicable legal requirements in conducting business related to sales. Event vendors must comply with any lawful and reasonable direction given by a Merchants Association Representative.

B. ENVIRONMENTAL COMPLIANCE: Event vendors will be committed to the protection and preservation of the local environment and conduct business accordingly.

C. COMPLIANCE WITH ETHICAL PRINCIPLES: Event 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. Event vendors are expected to act with integrity during the course of relationship between the Merchants Association and your Company. The Merchants Association also expects that event vendors will not provide false or misleading information to anyone.

D. FAILURE TO COMPLY: If any event vendor or others acting on behalf of the event vendor or it's business fails to comply with the Code of Conduct, The Merchants Association will decide an immediate course of action including but not limited to; dismissal from event without reimbursement of previously paid funds, exclusion from future participation in events, and legal proceedings that best protect The Merchants Association and others in attendance from personal injury, harassment, or damages.

E. AGREEMENT TO COMPLY: The Merchants Association acknowledges your agreement to this Code of Conduct upon your payment of fees associated with the participation of Merchants Association events.

(Vendor Signature)

(Date)

WINCHESTER BAY MERCHANTS ASSOCIATION

2011 EVENT VENDORS -- TERMS AND CONDITIONS

AUTHORITY OF WINCHESTER BAY MERCHANTS ASSOCIATION: The Winchester Bay Merchants Association (The Merchants Association) and its event committees will administer all 2011 event vending permits. This permit is subject to the following terms and conditions:

1. REFUNDS. THERE WILL BE NO REFUNDS.

2. USE OF ASSIGNED SPACE (the "Booth"). Participant may not display, sell and/or attempt to sell any items of drug paraphernalia; any item displaying obscenity or profanity; any item that is sexually explicit or displays excessive nudity; or any item tending to create 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 Merchants Association 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 Merchants Association. 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 Merchants Association 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, and other personal property used at the Event and surrenders the booth space to the Merchants Association in the same condition as received no later than 12:00 p.m. on the Monday immediately following the Event.

e. All your vehicles, trailers, equipment, ect. MUST fit in your rented space (booth). You MAY NOT use the parking space on the west side of Beach Blvd. to park your equipment, that space is reserved fishermen and customers.

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.

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.

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 656.006 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 II 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 Merchants Association as those terms are used in ORS 30.260 to 30.300. Participant shall defend, indemnify, and hold harmless the Merchants Association, 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 Merchants Association officers, volunteers, or agents, or latent hazardous conditions.

b. This section merely allocates risk between the Merchants Association and Participant. 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. (FOOD VENDOR ONLY)

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 \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 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 Winchester Bay Merchants Association P.O. Box 1143, Winchester Bay, Oregon 97467 shall be named as Certificate Holder 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 at the 2008 Ocean Festival event 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 Merchants Association 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 Merchants Association under Oregon law.

b. The above stated remedies are cumulative. The exercise of one remedy by the Merchants Association 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 no 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. **Participant is responsible for 24-hour security of the assigned booth and property therein.**

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 trash container at their booth, police the area around this container, and empty it as required.

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. EARLY ARRIVAL. Camping is not allowed at Vendor area. If you need to camp during the event arrangements must be made with the Local Parks. Contact the Merchants Association if you need special arrangements.

13. 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. Please see attached Fee Schedule for set-up times.

14. 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.

15. 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. DO NOT use reproduced copies.

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.

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

17. WHAT TO SEND:

- 1) The completed permit application.
- 2) The workers' compensation certificate - EVERY vendor is required to return this form.
- 3) A self-addressed stamped #10 envelope.
- 4) Payment in full.
- 5) Signed Terms & Conditions
- 6) Current Certificate of Liability Insurance. (Food vendors only)
- 7) Signed Code of Conduct.

18. REQUESTING SPACES. Space numbers will not be given prior to check-in.

19. A REMINDER ABOUT INSURANCE. Instruct your insurance agent to send any required certificates of liability and/or workers' compensation to the address of the Merchants Association.

20. SUPPLEMENTARY CONDITIONS. Any supplementary conditions shall be in writing and signed by Participant and the Merchants Association.

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 Winchester Bay Merchants Association 2008 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: _____

2011 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 Winchester Bay Merchants Association 2010 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 Council.

Part 1

Name: _____ Phone Number: _____

Mailing Address: _____

City, State, Zip: _____

Business or Organization Name: _____ (if applicable)

Part 2

I, as Participant, and for the Organization, if any, named above, certify that I will NOT employ workers to perform labor at any Winchester Bay Merchants Association 2010 events.

(Vendor Signature)

(Date)

Part 3

Subject workers will be employed to perform labor at Winchester Bay Merchants Association 2011 events. I have instructed my insurance agent to furnish proof of the required insurance coverage to the Winchester Bay Merchants Association, P.O. Box 1143, Winchester Bay, OR 97467. I understand that proof of insurance must be received prior to the Event.

(Vendor Signature)

(Date)