

THE ORIGINAL SANDFEST 2010 VENDORS TERMS AND CONDITIONS

The NWOTA and the SandFest Committee will administer all 2010 event vending permits. This permit is subject to the following terms and conditions:
SPACE FEES: Booths are 10' wide x 20' deep.

1. **VENDORS- \$600.00 FOR 1ST SPACE/\$850.00 FOR 2ND SPACE/\$1,100.00 FOR 3RD SPACE/\$1,700.00 FOR 4TH SPACE/\$1,950.00 FOR 5TH SPACE (EX. 4 SPACES = \$1,400)--- Contact Organizer Bre Miller on contact page for adjustments based on product/services exchange**
2. There is a maximum of 5 vendor spaces allowed to be purchased.
3. **FOOD VENDORS - \$300 for 1 space (10x10)/\$350 FOR 2nd SPACE (10x20)/\$450 FOR 3RD SPACE (10x30 or 20x20)**
4. THERE WILL BE A \$100.00 ELECTRICAL FEE for provided service, your own generators are encouraged. MUST INCLUDE FEE WITH SUBMITTAL OF VENDOR APPLICATION.
5. REFUNDS: THERE WILL BE NO REFUNDS.
6. USE OF ASSIGNED SPACE (the "Booth"). All of your vehicles, trailers, equipment, etc. must fit within the space you rent. Participant may sell only items that are APPROVED by SandFest Committee. 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 excite racial disharmony.
 - a. Participant may use the booth space assigned to sell only the items described in the permit application. Participant accepts the booth space in the condition existing at check in. SandFest Committee 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. Participant shall take reasonable precautions to prevent damage to the booth space. Stakes, spikes or other devices shall only be used with prior written approval from Vendor Coordinator. Participant shall be responsible for and shall compensate SandFest Committee 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 surrender the booth space in the same condition as received no later than 5:00 p.m. on the Sunday immediately following the Event.
 - e. Participant will NOT sub-lease purchased space to any other business.
7. **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 Coos County Department of Health, 1975 McPherson, #1, North Bend, OR 97459. The telephone number is #541-756-2020 ext 643. You can download a Temporary Restaurant License at www.co.coos.or.us/ph/eh/. The fee is \$101 if purchased 10 days before event and \$132 if purchased less than 10 days before the event. The Coos County Health Dept Fax #541-756-5466.
 - c. No person or entity may possess, sell, dispense, or serve alcoholic liquor unless under approval of the SandFest Committee.
 - d. **WATER. We do NOT have water hook-ups. Water is available on a limited basis, but must be arranged prior to the event. Water may have to be packed in and waste packed out.**
8. **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 Coos County ordinance.
9. **WORKERS' COMPENSATION.** Every participant MUST return a 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 Coos County requires that we provide them with a signed statement from every participant in the Event.
10. **INDEMNIFICATION.**
 - a. Participant, and Participant's officers, employees, and agents are not officers, employees, or agents of the SandFest Committee as those terms are used in ORS 30.260 to 30.300. Participant shall defend, indemnify, and hold harmless the Sand Fest Committee, 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 SandFest Committee, employees, or agents, or latent hazardous conditions.
 - b. This section merely allocates risk between the SandFest Committee and Participant. It cannot be construed to diminish any liability insurer's obligations or to waive contribution or indemnity from other persons or entities.
11. **LIABILITY INSURANCE.**
 - a. Only Participant's who sell food; or beverage vendors; or are authorized to dispense alcoholic liquor; or a high-risk activity as determined by the SandFest Committee are required to provide a certificate of insurance.
 - b. 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.
 - c. Liability coverage must be provided on an "Occurrence" basis. "Claims made" coverage will not be acceptable. The Sand Fest Committee, P.O. Box 301576, Portland, Oregon 97467 shall be named as Certificate Holder and Additional Insured.
 - d. **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 event and you will NOT be given a refund for your space fee.
12. **REMEDIES.**
 - a. Time is of the essence of 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 SandFest Committee 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 SandFest Committee under Oregon law.
 - b. The above stated remedies are cumulative. The exercise of one remedy by the SandFest 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 Coos County.
13. **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 weather conditions can change quite rapidly. Participants are advised to be prepared for all types of weather. Please note that we will provide Security 24 hours Wednesday through Saturday during the event, however, Vendors will still be responsible for the security of their

assigned booth and property therein.

- 14. 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.
- 15. 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.
- 16. EARLY ARRIVAL. Camping is not allowed at Vendor area prior to event. If you need to camp during the event arrangements must be indicated on the vendor application.

17. CHECK IN. Vendor Coordinator will be available at Vendor's area during set-up time. Vendors must set up Tuesday, June 29 and be open for business at 9 am on Wednesday, June 30th. Vendors who arrive on Wednesday, June 30th, 2010 will be denied access and forfeit vendor fees.

18. 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. Vendor fair opens @ 9 am and closes no earlier than 6 pm Tuesday through Saturday and open until 12:00 NOON on Sunday.

19. TIPS ABOUT THE APPLICATION. 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.

20. CONFIRMATION OF ACCEPTANCE. Your canceled check is your confirmation.

21. SUBMISSION: Please note that there is a limited number of spaces available and will be sold on a first come, first serve basis. Space is considered reserved once the application and full payment has been received and approved by SandFest Committee.

22. WHAT TO SEND.

1) The completed permit application

2) The workers' compensation certificate - EVERY vendor with employees are required to return this form

3) Payment in full.

4) Do not staple anything to the application or certificate of workers' compensation.

5) Signed Code of Conduct

23. REQUESTING SPACES. Requests to be placed in a certain area of the Event will be considered, but not guaranteed. A vendor layout will be sent to each vendor sometime in June 2010.

24. SANDFEST LOGO: Sand Fest is registered with the state and Federally copyrighted. The Committee reserves the right to sell ALL merchandise with SandFest on it. Any vendor with items with any combination of "SandFest" or the logo on items will not be allowed to sell without prior arrangements.

25. SUPPLEMENTARY CONDITIONS. Any supplementary conditions shall be in writing and signed by Participant and the Committee.

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 SANDFEST 2010 Event Vendor application, which I have retained for reference. The undersigned certifies that (s)he has the authority to accept and sign this application.

(Signature)

(Date)

THE ORIGINAL SAND FEST 2010 CODE OF CONDUCT

The NWOTA is committed to conducting its business affairs in a socially responsible manner. The NWOTA expects a commitment to legal compliance and ethical business practices by all of its vendors. This Code of Conduct shall apply to all participants.

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 NWOTA 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 NWOTA and your Company. The NWOTA 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 it's business fails to comply with the Code of Conduct, The NWOTA will decide an immediate course of action including but not limited to; dismissal of the event without reimbursement of previously paid funds, exclude from future participation in events, and legal proceedings that best protect The NWOTA and others in attendance from personal injury, harassment, or damages.

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

Vendor Signature

Date