Reedsport/Winchester Bay Chamber of Commerce

P.O. Box 11
Reedsport, OR 97467
Phone: (800) 247-2155

11th Annual Oregon Divisional Chainsaw Sculpting Championship
June 17-20, 2010

2010
Event Vendor Application

Business Name: _____

Contact Name: First: _____ Last: _____

Street:_____ City: _____ State: _____ Zip:_____

Phone Number: (_____)_____-_____ Fax Number: (_____)_____-_____
E-Mail Address: _____

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

Describe items for sale or exhibit: **(NOTE: ONLY ITEMS LISTED BELOW WILL BE ALLOWED TO BE SOLD):** No beverages can be sold without the approval of the event coordinator**.**

_____
_____
_____
_____
_____

Electrical service required: YES (___) NO(___)
List requirement needed for electrical service:

_____

Number of 10'X12' spaces needed: _____ (X) $_____amount per space; (12ft store front)
Add electrical service if needed for $_____amount per space.
Total fee = $_____

Please make checks payable to: Reedsport/Winchester Bay Chamber of Commerce. If paying by credit card please list appropriate information on page 2. There will be **NO REFUNDS**. Spaces will only be reserved after application and full payment has been received and approved by the Chamber.

NO vehicles are allowed in event grounds during the event without authorized permission by the Event Coordinator.

For more information regarding events please contact the Event Coordinator (541) 361-9080 or by e-mail at jmirvis@charter.net

FEE SCHEDULE and INFORMATION

11TH ANNUAL OREGON DIVISIONAL CHAINSAW SCULPTING CHAMPIONSHIP

DATE: Thursday June 17th- Sunday June 20th (Father's Day)

LOCATION: Rainbow Plaza, Reedsport, Oregon

BOOTH SIZE: 10ftX12ft (12' Selling Front)

EVENT COST: $150.00/Space (Electricity Extra)
Each additional space: $75.00

ELECTRICITY: $25.00/Space (Bring Your Own Extension Cord)

SET-UP TIME: Wednesday, June 16th 9:00am

TAKE DOWN: End of EVENT Sunday, June 20th as authorized by the Event Coordinator

NO vehicles allowed in Event grounds during Event (without authorized permission by the Event Coordinator)

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PAYMENT INFORMATION:

Enclosed is a check or money order # _____ for $_____ payable to the Reedsport/Winchester Bay Chamber of Commerce. **PLEASE DO NOT SEND CASH**.

----OR----

Enclosed is $_____ to be paid by credit card.

Card # _____ V CODE _____ Expiration Date: _____
(Note: V CODE is the last 3 #'s on back of card following the credit card number)

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

Card Holder's Billing Address: _____
Street / PO Box City State Zip Code

Authorized Signature: _____

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FOR OFFICE USE ONLY:

DATE REC'D:_____ AMOUNT PD:_____ BY:_____

OF SPOTS:_____ ELECTRICITY:_____

2010 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 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 Reedsport/Winchester Bay Chamber of Commerce 2010 events.

_____ _____
(Vendor Signature) (Date)

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Part 3

Subject workers will be employed to perform labor at Reedsport/Winchester Bay Chamber of Commerce 2010 events. I have instructed my insurance agent to furnish proof of the required insurance coverage to the Reedsport/Winchester Bay Chamber of Commerce, P.O. Box 11, 855 Hwy Ave, Reedsport, OR 97467. I understand that proof of insurance must be received prior to the Event.

_____ _____
(Vendor Signature) (Date)

REEDSPORT/WINCHESTER BAY CHAMBER OF COMMERCE
2010 EVENT VENDORS
TERMS AND CONDITIONS

AUTHORITY OF REEDSPORT/WINCHESTER BAY CHAMBER OF COMMERCE: The Reedsport/Winchester Bay Chamber of Commerce (The Chamber) and it's event committees will administer all 2010 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").** No vehicles allowed in booth space. 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 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 devises 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, and other personal property used at the Event and surrender the booth space to the Chamber in the same condition as received no later than 12:00 p.m. on the Monday 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 event coordinator.

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, or Chamber officers, employees, or agents, or latent hazardous conditions.

b. This section merely allocates risk between the Chamber 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 Reedsport/Winchester Bay Chamber of Commerce, P.O. Box 11, Reedsport, 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 2010 11th Annual Oregon Divisional Chainsaw Sculpting Championship 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 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. **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 Chamber. Contact the Chamber 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 Chamber of Commerce.

20. **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 2010 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)

Reedsport/Winchester Bay Chamber of Commerce
P.O. Box 11
Reedsport, Oregon 97467
541-271-3495

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 event vendors. This Code of Conduct shall apply to all participants of Chamber 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 Chamber 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 Chamber and your Company. The Chamber 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 Chamber will decide an immediate course of action including but not limited to; dismissal from event without reimbursement of previously paid funds, exclude 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)