

THE COVERED BRIDGE FESTIVAL OF OREGON

2008 Application Contract

September 20 - 21, 2008

PLEASE READ THOROUGHLY BEFORE COMPLETING (4 PAGES)

This agreement is made and entered into by and between the Oregon Covered Bridge Festival Committee and the Vendor. The Oregon Covered Bridge Festival is excited to present it's seventh annual "**Oregon Covered Bridge Festival**" September 20 & 21, and **new location** is **Timber Linn Park, Albany, OR**.

Saturday 9 AM. to 9 PM Sunday 9 AM to 5 PM.

ALL TENTS MUST BE FIRE RETARDANT! ALL TENTS MUST BE WHITE & IN EXCELLENT CONDITION!

JURIED ARTS AND CRAFTS WILL ASSURE QUALITY OF WORKMANSHIP AND AVOID DUPLICATION

BOOTH SPACE REQUEST (Check one)

1. () Crafts Booth ---10 X 10 Vendor owned tent \$100.

2. () Crafts Booth -- 20 X 20 Vendor Owned \$200.

All food vendors must provide proof of insurance and Linn County food Permit with application.

3. () Food Vendor - 10' X 10' space electric included voltage \$425.

4. () Food Vendor -10 x 20 Requiring larger space elect included volts \$550.

Tables: If you need to rent tables please indicate how many _____ \$10.00 per table

A deposit of one half fees is requested.

TOTAL AMOUNT ENCLOSED \$ _____

"Make checks payable to "The Oregon Covered Bridge Festival", 32483 SW Oakville Rd, Sp 52, Albany, OR 97321

Electricity: Please indicate the type of electricity you are requesting. _____

Please include photos of your work and a description for jury purposes. If you cancel \$75.00 is non-refundable.

FOOD VENDORS are required to provide a written menu, to avoid duplication of food items, no change to menu unless pre-authorized by committee. Menus will be honored on first come bases.

****ENCLOSE A SELF -ADDRESSED, STAMPED ENVELOPE IF YOU WANT YOUR PHOTOS RETURNED.**

If your work has not been accepted, and you asked to have your photos returned, they will be returned to you as soon as possible along with your check or money order. Please include a self addressed stamped envelope.

Thank you.

Return to: Judy Prindel, 32483 SW Oakville Rd. , Albany, OR 97321. If you have any questions I can be reached at (541) 752-8269, email: jprindel@peak.org.

Business Name: _____

Contact Name: _____

Type of Product: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone (Day) _____ (Evening) _____

Other Ph # _____

Fax _____ E-mail _____

Vendor agrees to comply with all Rules and Regulations of the Oregon Covered Bridge Festival which are incorporated into this agreement and by reference made a part hereof, and with all other Festival rules and regulations which may from time to time, as necessary, be formulated by the Oregon Covered Bridge Festival, or agent. A copy will be signed and returned to you. This constitutes agreement of you participation in the Oregon Covered Bridge Festival.

Vendor Signature: _____ **Date:** _____

***A copy of this application will be returned to you upon acceptance.**

Vendors Agreement

2008 OREGON COVERED BRIDGE FESTIVAL

Timber Linn Park, Albany, Oregon

Phone: 541-752-8269, E-mail jprindel@peak.org

This Agreement is made between the Oregon Covered Bridge Festival (festival or it's agent) and named Vendor. The Festival and Vendor agrees as follows:

NO EARLY TEAR DOWNS!

1. Limitation of Liability: Agent and Festival assumes no responsibility for any property placed on the facilities by vendor and the Agent is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of the park under this agreement and all security or other protective service desired by vendor must be provided by separate agreement with the agent.

2. INDEMNITY: Vendor agrees to defend, indemnify and save the Oregon Covered Bridge Festival, it's agents, their officers, agents and employees, harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting in death, or damage, including loss or destruction to property, of whatsoever nature arising out of, attendant to this agreement and contract. Vendor Shall not be held responsible for any losses, expenses, claims, subrogation's, actions, costs, judgments or other damages, directly, solely and proximately cause by the negligence of the Festival or any of its agents.

3. COSTS AND ATTORNEY FEES: Should the Festival or its agents or vendors file suit or action against the vendor on any cause arising in any way from this agreement and contract, the vendor agrees to pay to the Festival such reasonable costs, such as attorney's fees and court costs, that the court having jurisdiction of the case may determine, in addition to costs and disbursement allowed to a prevailing party as a matter of law.

4. RESTRICTION ON EXHIBITS: The Festival and its agent reserves the right to restrict as allowed by law the operation of any exhibit which may become objectionable to exhibitors or to the public.

5. NOISE: No sound amplification devices may be used by exhibitors without the prior written consent of the Agent. If the agent approves the use of any such device, the exhibitor shall use the device in a manner that will cause the least disturbance. If the agent determines that any device so approved is causing unnecessary noise the agent may revoke the approval of the device and require the vendor to remove the device.

6. SHOW SERVICES: Tables, chairs and other materials not expressly covered by this agreement are the responsibility of the Vendor. Arrangements for such items should be made with the agent or a supplier of the Festival prior to the dates of the Festival

7. Fire and Life Regulations: All exhibits must comply with Appropriate Fire and Life Safety regulations. For information and or details contact the Albany Fire Marshall office. The running of combustible engines may be with prior approval and must comply to all regulations.

8. ELECTRICITY: Any additional power needs must be arranged through the Agent at least 30 days prior to the Festival move in day. The Agent reserves the right to cut back power service to any exhibitor exceeding their allotted power use.

9. CANCELLATIONS / REFUNDS: If Vendor fails to pay the balance of space rental on or before 10 am on Thursday, September 18th, the Vendors rights to exhibit may be canceled without further notice or refund of any deposit. If Vendor cancels its participation in the Festival, such cancellation shall be considered a default on its part, any monies paid hereunder shall be retained by the Agent as damages. Vendor and Agent shall be bound by the terms and conditions and rules for exhibiting in the Covered Bridge Festival.

10. RIGHTS OF THE AGENT IN THE EVENT EXHIBITION IS NOT HELD: Agent shall not be liable for any damages or expenses incurred by Exhibitors in the event the show is delayed, interrupted or not held as scheduled, and if for any reason beyond the control of the Agent the Festival is not held. Agent may retain so much of the amount paid by Vendors as necessary to defray expenses already incurred by agent.

Thank you for joining us for our 7nd Annual Oregon Covered Bridge Festival. We look forward to working with you.

A signed copy of this agreement will be returned to you for your records.

Official use only:

Accepted

by: _____ Title: _____ Date: ___/___/___