



## **Restaurant Vendor Application**

Happy Girls Run Bend, May 24<sup>th</sup> & 25<sup>th</sup> 2019

Join more than one thousand women for the Happy Girls Runs on May 24<sup>th</sup> & 25<sup>th</sup>. The Friday Women's Expo – which takes place at 10 Barrel Brewing Co., East Side Pub - will feature fantastic vendors and sponsors, showcasing a wide variety of products and services that appeal to women of all ages. The Happy Girls Run is a popular event for girlfriends, mothers and daughters, and work colleagues. Race Day is Saturday, May 25<sup>th</sup>.

If you are interested in restaurant vendor space please complete all pages of the contract. Mail the contract, payment, and certificate of insurance to:

Lay It Out, Inc.  
Attn: Karin Roy  
704 NW Georgia Ave.  
Bend, OR 97701

If you have further questions after reading the contents of this application please contact Karin Roy at (541) 323-0964 or via e-mail [karin@layitoutevents.com](mailto:karin@layitoutevents.com).

### **Vendor Information in Alphabetical Order**

ADA: In an effort to make all our events accessible for everyone we ask that you pay attention to the following accessibility guidelines from the City of Bend:

- Sales or service counters should be no more than 36 inches from the finished floor or the ground, and the width must be at least 36 inches wide.
- All paths of travel must be free from cords and other obstructions. Cords may

- be covered with rugs, but rugs must be taped down on all sides.
- Price lists should be hung 36-39 inches from the ground
- For more info regarding ADA requirements, contact Mike Viegas at the City of Bend 541-693-2141.

Cancellation Policy: Cancellations received before April 25, 2019 will receive a 50% refund. **No refunds are given after April 25th, 2019.**

Deadline: Please turn in your application before May 10<sup>th</sup> to reserve your space! However, space is limited and we will be accepting on a first come first serve basis. Once we are full in areas they will be closed.

Directions and Setup: Directions and setup information will be emailed to vendors one week prior to the event.

Fees:

- \$300 for a maximum 10x20 Restaurant booth space
  - Includes 15 amps of power
- \$200 deposit check to be refunded after the event.

Hours of Operation: Saturday 7am-2pm. Vendors must stay open during all hours of the event on Saturday. Vendors leaving early will not be allowed to return for future events and their deposit will be cashed.

Insurance: All participating Vendors **MUST HAVE INSURANCE**. Please have your insurance company create a certificate of insurance for each entity listed below:

- Bend Parks and Recreation Department *799 SW Columbia Street, Bend, OR 97702*
- Lay It Out, Inc. *704 NW Georgia Ave, Bend, OR 97703*
- Old Mill District *850 SW Industrial Way, Bend, OR, 97701*

Please send all certificates to Lay It Out Events, 704 NW Georgia Street, Bend, OR 97703 or email to [karin@layitoutevents.com](mailto:karin@layitoutevents.com).

**Certificates must be received two weeks prior to event start date.**

Power: Your booth space comes with 15 amps of power. Please list all appliances and amps at the end of this application. Extra power is available for \$40 per outlet (each outlet not to exceed 15 amps). Be prepared with a 50-100 ft. extension cord.

## ***CONTRACT DETAILS***

### **LAY IT OUT EVENTS WILL PROVIDE THE FOLLOWING:**

1. VENDOR will be provided an outdoor site Race Day, Saturday, May 25th.
2. VENDOR will be provided a link to their website from the Happy Girls website.

### **MARKETPLACE VENDOR WILL PROVIDE THE FOLLOWING:**

1. Check/Credit Card/Cash payment of \$300 for a space.
2. \$40 for each additional 15amp outlet of power.
3. **Separate** deposit check for \$200 to be refunded after the event.
4. Please submit both fees with your application. Fees will be returned in case of non-acceptance to the event.
5. Payment to be made to:  
Lay It Out Events  
704 NW Georgia  
Bend, OR 97703

## INDEMNIFICATION

- 1.1. Vendor shall indemnify and hold harmless Lay It Out Inc, 2019 Bend Happy Girls Run, Bend Parks and Recreation from any claims or liabilities resulting from Vendor's performance, including any and all loss, damages or expenses caused by negligent acts, statements, errors or omissions of Vendor and its agents.**
- 1.2. Vendor will indemnify, defend, and hold Lay It Out Inc and its directors, officers, employees, and agents harmless from any and all claims or liability (including without limitation any taxes, penalties, interest, costs, or attorney fees) asserted by any third party that results from or arises out of Vendor or Vendor's Personnel performing the Services under this Agreement.**
- 1.3. Contractor will maintain adequate and reasonable liability insurance covering Contractor's performance under this Agreement. At any time, upon Lay It Out Inc.'s request, Contractor will submit to Lay It Out Inc proof acceptable to Lay It Out Inc of such insurance. Contractor will further notify Lay It Out Inc immediately of any substantial modification or cancellation of such insurance. Contractor acknowledges that Lay It Out Inc will not provide insurance coverage for Contractor.**
- 1.4. Contractor will maintain in force any workers' compensation and unemployment insurance required by law relating to Services performed under this Agreement and will at any time, upon request of Lay It Out Inc, provide to Lay It Out Inc proof acceptable to Lay It Out Inc of such insurance. Contractor will further notify Lay It Out Inc immediately of any substantial modification or cancellation of such insurance.**

Vendor agrees to abide by the rules and regulations of the 2019 Bend Happy Girls Run. Vendor understands that they may not be asked to participate in future Happy Girls Run events if they are in violation of Happy Girls Run policies and they will lose their deposit.

### **AGREED TO BY:**

\_\_\_\_\_  
Vendor Representative Signature

\_\_\_\_\_  
Date

**\*Please return this page with payment & insurance\***



## ***Restaurant Vendor Agreement***

### VENDOR INFORMATION

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Product or Service Description:

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Website address: \_\_\_\_\_

Please list all appliances and amps. One 15-amp outlet is included with the fee.  
Contact us if you need assistance determining your power needs **IN ADVANCE**:

\_\_\_\_\_

Saturday 7am-2pm \_\_\_\_\_

Total Vendor Fee Enclosed: \$ \_\_\_\_\_

Additional Amps/Electricity (\$25/additional outlet): \$ \_\_\_\_\_

Deposit Enclosed **on a separate check** (\$200): \$ \_\_\_\_\_

Placement in Athlete Goody Bag (\$100): \$ \_\_\_\_\_

TOTAL ENCLOSED: \$ \_\_\_\_\_

***TERMS OF THIS AGREEMENT:***

1. All amounts owed by vendor to Lay It Out Inc. unpaid after 30 days agree to be subject to a late payment charge of 1.5% monthly (18% APR). Should the account become past due, vendor agrees to pay all costs of collection, including collection agency charges, attorney fees, and court costs incurred by Lay It Out Inc. This includes, but is not limited to, all fees and costs actually incurred whether or not any suit or action is filed and is intended to include all fees and costs incurred in any mediation, arbitration, trial or appeal.
2. Postponement or cancellation of the 2019 Happy Girls Run for any reason beyond the control of HGR (earthquake, fire, flood, terrorism or other acts of God) shall not constitute cause for any reimbursement.
3. This agreement does not transfer to another vendors property, agent, or subsidiary. All other business sectors must negotiate separate sponsorship agreements.
4. HGR shall secure and maintain throughout the term of this agreement all insurance for events of this stature and size, including but not limited to comprehensive general liability insuring themselves against loss of liability out of or relating to an activity associated with any of the events.
5. This agreement sets forth the entire agreement between the parties and takes the place of all prior verbal or written communication concerning the subjects of the Agreement. This agreement may not be altered, modified or changed in any way by either of the parties without the prior written consent of the other party.
6. Each of the parties hereto is an independent contractor. Neither party shall have the authority to act on behalf of the other or to incur obligation on behalf of the other unless expressly authorized.
7. If suit or action is instituted to enforce this agreement or to determine any matter in controversy regarding this agreement, the prevailing party shall be entitled to recover such sums as the court may judge reasonable attorney fee, including attorney fee's on appeal and in collecting or enforcing any judgment order or decree.
8. Neither party shall without written authorization from the other party disclose to any third party the terms and conditions of this agreement except as may be necessary to establish or assert rights hereunder or required by law; provided however, either party may on a confidential basis disclose this Agreement to officials, officers, accountants, attorneys or other individuals within each other's organizations on a 'need to know" basis.

**AGREED TO BY:**

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Vendor Representative Signature

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Date

**\*Please return this page with payment & insurance\***



## SPECIAL EVENT GUIDELINES

Tents, canopies, membrane structures, and air supported structures at fairs, festivals, and other special events must comply with the following:

- Shall not be located within 20 feet of buildings, parked vehicles, or internal combustion engines (including generators).
- Shall be adequately roped, braced, and anchored to withstand weather elements and prevent collapsing.
- Shall secure all compressed gas cylinders (propane, helium, etc) to prevent tip-over.
- Shall prohibit smoking at all times.
- Open flame devices, such as candles or oil lamps, may not be used unless the total area of all individual canopies that are grouped together does not exceed 700 square feet (example: 7 canopies in a row, each of which does not exceed 10 x 10).
- Cooking activities are prohibited unless the total area of all individual canopies that are grouped together does not exceed 700 square feet.
- Shall provide a portable fire extinguisher in any tent or canopy that is performing cooking activities.
  - Minimum rating for the fire extinguisher shall be 2A:10BC **EXCEPT**
  - When cooking with pooled oils, greases, or fats, such as a wok or deep fryer, a Class K fire extinguisher shall be provided.



ABC Type Extinguisher



Class K Extinguisher

