

# 2023 Sublimity Harvest Festival Vendor's Agreement



## Sublimity Harvest Festival Grounds

Physical Address: 11880 Sublimity Rd SE - Sublimity, OR 97385

Mailing Address: PO Box 86 – Sublimity, OR 97385

503.739.3579 – www.sublimityharvestfest.com

**Event Hours:** Fri. Sept. 8<sup>th</sup> 5 pm – 1 am; Sat. Sept. 9<sup>th</sup> Noon – 1 am; Sun. Sept. 10<sup>th</sup> 10 am – 6 pm

**Set up:** Thurs. Sept. 7<sup>th</sup> Noon – 8 pm and Fri. Sept. 8<sup>th</sup> 8 am – 4 pm

**Take down:** Sun. Sept. 10<sup>th</sup> 6 pm and later

## Booth Specifications/Conduct

- PARKING LOT:** Flyers, leaflets, & other advertising are not permitted in the customer parking lots. Please distribute from your space only. **Under no condition shall any stakes or attachments be driven into the parking lot surface.**
- AISLES:** Aisles, walkways & overhead spaces remain under the control of the Agent. All signs, decorations, banners, advertising material or exhibits must be professional and may not extend outside the defined limits of the assigned space(s)
- SIDE PANEL HEIGHTS:** The Exhibitor may not extend any side panel of the exhibit over three (3) feet high without expressed permission of the agent
- RESTRICTION:** Agent and their representatives reserve the right to restrict as allowed by law the operation of any exhibit which may become objectionable to exhibitors or the public
- ELECTRICITY:** All vendors have limited power and water access. Our power WILL NOT support large ovens or refrigerators. You are responsible for bringing your own power cords and water hoses up to 50 feet. It is recommended that exhibitors **use a surge protector for all equipment.**
- FIRE RULES:** ALL EXHIBITS MUST COMPLY WITH APPROPRIATE FIRE REGULATIONS. No flammable materials such as tissue paper, etc. shall be used for decorations. Materials used for decorating must be treated for flame proofing and approved by the Fire Department.
- DECORATIONS:** Floor coverings, tables, chairs, & other materials not expressly covered by this agreement are the responsibility of the Exhibitor. Arrangements for such items should be made with the Agent, or a supplier of the Exhibitor's choice, prior to the dates of the Event. To order additional materials see Exhibitor Materials Order form.
- NOISE:** The Exhibitor agrees to keep noise at a reasonable level so as, in the opinion of the Agent, not to infringe on the activities of adjoining exhibitors. The Agent reserves the right to reduce any excessively resonating noises.
- CLEAN UP: All exhibitors are responsible for the removal of tape residue and trash within their designated space.** (The Agent reserves the right to charge the Exhibitor for the expense of removal of any property or items left.)
- PETS:** Pets are not allowed anywhere within the confines any time before set up, during the Event, or after tear down. (Legal assistance animals who remain in compliance with the law, and act in a safe and controlled manner are not restricted.)
- NO Smoking or Helium/Lighter than air Balloons** are allowed in Festival buildings.
- LIABILITY AND SECURITY:** The Agent will provide limited public security service during public event hours only.
- LIMITATION OF LIABILITY:** Agent and Agent representatives assume no responsibility for any property placed on or at the facilities by vendors, sponsors, exhibitors or public and the Agent and representatives are 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 facilities.
- INDEMNITY:** Vendor/ Exhibitor/ Sponsor agrees to defend, indemnify and save the Agent and representatives harmless from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other damages resulting from injury to any person, including injury resulting in death or damage, including loss or destruction to property, of whatsoever nature arising out of or incident to Vendors / Exhibitors / Sponsors their employees, agents, representatives or other designated to perform work, display or services attendant to this agreement and contract. Sponsors and vendors shall not be held responsible for any losses, expenses, claims, subrogation, actions, costs, judgments or other damages, directly, solely and proximately caused by the negligence of agent or representatives.
- COSTS AND ATTORNEY FEES:** Should the Agent or its representatives file suit or action against the vendor /exhibitor / sponsor on any cause arising in any way from this agreement and contract it is agreed to pay the agent such reasonable costs, such as attorney 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.
- DISCRETIONARY MATTERS:** Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the Agent or its assigned representatives.
- RIGHTS:** If for any reason the event is delayed, interrupted, or not held as scheduled, the Agent shall not be liable for any damages or expenses incurred by Exhibitors. The parties herein agree to defend, indemnify and hold each other mutually harmless against any and all liability, loss, expense, including reasonable attorney fees, or claims for injury or damages arising out of the performance of the Agreement but only in proportion to and to the extent such liability, loss, expense, attorney fees or claims for injury or damages are caused by or result from a negligent or intentional act of omission of either party, officers, agents or employees
- PAYMENTS/CANCELLATIONS:** If the Exhibitor fails to pay the balance of space rental 30 days prior to the event or as arranged with Agent, the Exhibitor's rights to an exhibit space may be cancelled without further notice or refund of any deposit. If Exhibitor cancels participation in the Event, such cancellation shall be considered default on the Exhibitor's part, and the Agent, as liquidation damages, shall retain all monies paid hereunder. If Exhibitor fails to make all payments, Agent shall avail itself to all remedies allowed under law to recover all amounts due to agent. THE TERMS, RULES AND CONDITIONS OF THIS AGREEMENT SHALL BIND THE EXHIBITORS AND THE AGENT.
- The person signing this agreement warrants that he / she has authority to enter into agreements on behalf of the exhibitor.
- EXIBITOR HAS READ AND AGREES TO THE ABOVE TERMS BY SIGNATURE ON REVERSE**