



## Marketplace Vendor Application Happy Girls Run Bend, May 25<sup>th</sup> & 26<sup>th</sup> 2018

Join more than one thousand women at the Women's Expo for the Happy Girls Runs on May 25<sup>th</sup> and 26<sup>th</sup>. The Women's Expo and Packet Pick Up on Friday May 25<sup>th</sup> will feature fantastic vendors showcasing a wide variety of products that appeal to women of all ages, as well as tasty cocktails, other festive beverages, and snacks. The Happy Girls Run is a popular event for girlfriends, mothers and daughters, and work colleagues. The Women's Expo celebrates the Happy Girls runners, and is the perfect opportunity to reach this influential demographic of active women in beautiful Bend, Oregon

If you are interested in 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 .

Cancellation Policy Cancellations received before April 25th, 2018 will receive a 50% refund. **No refunds are given after April 25th, 2018.**

Deadline Please turn in your application before May 2<sup>nd</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.

Hours of Operation Friday 3pm- 7pm, and Saturday 7am-2pm. Vendors must stay open during all hours of the event on Saturday. Saturday is optional for set up. If you decided to participate on Saturday you must stay open during all hours of the event. Vendors leaving early or changing set up days within 7 days of the event 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 97701*
- 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 97701 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 \$25 per outlet (each outlet not to exceed 15 amps). Be prepared with a 50-100 ft. extension cord.

Athlete Goody Bag This is an excellent way to market and brand yourself in the community. A \$150 payment will provide you access to product/coupon/flyer placement in the Athlete Goody Bag. 1200 units are required and due to the Lay It Out Events office by May 15th

## ***CONTRACT DETAILS***

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

1. VENDOR will be provided a space at Expo Site Friday ( 8'x6' ), and a 10'x10' outdoor site Race Day , Saturday.
2. VENDOR will be provided a link to their website from the Happy Girls website.

### MARKETPLACE VENDOR WILL PROVIDE THE FOLLOWING:

1. Cash payment of \$150 for a space.
2. Cash payment of \$275 for a double space.
3. \$25 for each additional 15 amp outlet of power.
4. **Separate** deposit check for \$100 to be refunded after the event.
5. Please submit both fees with your application. Fees will be returned in case of non-acceptance to the event.
6. Payment to be made to:  
Lay It Out Events  
704 NW Georgia  
Bend, OR 97701

## INDEMNIFICATION

- 1.1. Vendor shall indemnify and hold harmless Lay It Out Inc , 2018 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 Bite of Bend. Vendor understands that they may not be asked to participate in future Bite of Bend events if they are in violation of Bite of Bend policies and they will lose their deposit.

### **AGREED TO BY:**

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Vendor Representative Signature

Date

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



## ***Marketplace 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:** \_\_\_\_\_

Friday 10am-4pm \_\_\_\_\_ Saturday 7am-2pm \_\_\_\_\_

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

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

Deposit Enclosed **on a separate check** (\$100): \$ \_\_\_\_\_

Placement in Athlete Goody Bag (\$150): \$ \_\_\_\_\_

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 2018 Happy Girls Half for any reason beyond the control of HGH (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. HGH 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 activities 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\***

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