

# Reedsport/Winchester Bay Chamber of Commerce

P. O. Box 11

Reedsport, OR 97467

Phone: (800) 247-2155

Fax: (541) 271-3496

## Wine, Beer, Seafood and Music Festival

### CONFLUENCE 2010

*Noun:* a coming or flowing together, meeting, or gathering at one point

Awarded the Ovation Award from the Oregon Festivals & Events Association

**“THE BEST NEW EVENT IN OREGON”**



## CONFLUENCE 2010 Event Vendor Application

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

Contact Name: First: \_\_\_\_\_ Last: \_\_\_\_\_

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

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Booth Type: Wine (\_\_\_\_) Beer (\_\_\_\_) Food (\_\_\_\_) Other (\_\_\_\_) explain: \_\_\_\_\_

Describe items for sale or exhibit (**NOTE: ONLY ITEMS LISTED BELOW WILL BE ALLOWED TO BE SOLD**):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Electrical service required: YES (\_\_\_\_) NO (\_\_\_\_)

List requirement needed for electrical service:

Number of 8 foot spaces needed: \_\_\_\_\_ \$ \_\_\_\_\_ amount per space

[\$150 wine, beer, food - \$75 craft/novelty]

Electrical service if needed for \$ \_\_\_\_\_. [\$25/space]

Number of 8 foot tables \_\_\_\_\_ @\$12.00/8ft table

Number of tablecloths \_\_\_\_\_ @\$18.00/set

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.

**Be sure to return all signature pages with application.**

# FEE SCHEDULE

## CONFLUENCE 2010

DATE: February 13-14, 2010 (Saturday & Sunday)  
TIMES: Saturday, Noon - 10:00 pm - Sunday, Noon - 7:00 pm  
LOCATION: Confluence House (Jewett School)  
325 High Street  
Gardiner, Oregon

### **VENDORS:**

EVENT COST: \$150.00 Wine, Beer, Food  
\$75.00 Craft/Novelty  
Space does not include 8 foot table, table covering or electricity  
Any additional signage can be hung around the venue

### **WINE & BEER**

Bring table, covering, tasting and serving size cups, and signage  
Special Events/OLCC Permit and Certificate of Liability Insurance (OLCC & Reedsport Winchester Bay Chamber of Commerce Additionally Insured)

### **FOOD VENDORS:**

Bring table, covering, serving plates, napkins, etc., and signage  
FIRE EXTINGUISHERS: Food vendors are responsible to bring their own fire extinguishers  
Certificate of Liability Insurance and Douglas County Health Permit

### **CRAFT & OTHER VENDORS:**

Bring display or table and covering

### **ADDITIONAL INFORMATION:**

ELECTRICITY: \$25.00/Space (1 circuit 15amp 110v) **Bring Your Own Extension Cord**  
8 FOOT TABLE RENTAL: \$12.00 each  
TABLECLOTH RENTAL: \$18.00 each

**SET-UP TIME:** Saturday, February 13<sup>th</sup> beginning at 6am to be ready by noon. (Festival starts at noon)  
For Friday arrival please contact the Event Coordinator.

---

### **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 (no American Express)

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

Card Holder's Name (as it appears on the card): \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

## 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 Counsel.

---

---

### 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

---

---

### 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.

\_\_\_\_\_  
(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 its 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”).** . 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 devices shall not be driven into the floor. 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. Service of Wine & Beer requires a Special Events/OLCC permit and Certificate of Liability Insurance. **OLCC and the Reedsport/Winchester Bay Chamber of Commerce** need to be list as additionally insured on the Certificate of Liability Insurance
  - b. 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.
  - c. 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.
  - d. **WATER.** We do NOT have water hook-ups. Water is available.
  - e. Cooking area is outside, no cover or flooring is provided.
  
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/City of Gardiner 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. (Wine, Beer & Food Vendors 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 Confluence 2010 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. 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.

10. **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.

11. **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.

12. **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.

Saturday Festival Hours noon-10pm

Sunday Festival Hours noon-7pm

13. **MINORS.** Minor workers must remain in the vender area at all times due to this being a 21 and older event. Rest rooms may be used by a minor, but they must be escorted by an adult. Failure to follow our OLCC control plan in regards to minor food service workers will result in immediate removal of the vendor with no refund.

14. **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.
- 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.

15. **CONFIRMATION OF ACCEPTANCE.** Please include a postage paid, self-addressed **#10 BUSINESS ENVELOPE** with the application or an E-mail address.

16. **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. (Wine, Beer & Food Vendors Only)  
Additionally Insured  
(Food Vendor- Reedsport/Winchester Bay Chamber of Commerce  
(Wine & Beer) Reedsport/Winchester Bay Chamber of Commerce and OLCC
- 7) OLCC Special Event Permit. (Wine & Beer Vendors Only)

**17. A REMINDER ABOUT INSURANCE.** Certificate of Liability Insurance. **OLCC and the Reedsport/Winchester Bay Chamber of Commerce** need to be list as additionally insured on the Certificate of Liability Insurance

Instruct your insurance agent to send any required certificates of liability and/or workers' compensation to the address of the Chamber of Commerce

PO Box 11

Reedsport, Oregon 97467.

**18. 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.

\_\_\_\_\_

(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.

---

(Signature)

---

(Date)