



3rd Annual Little Woody Rogue Valley
A Barrel Aged Beer, Cider, and Whiskey Festival
Harry and David Field, Medford, Oregon
May 12th & 13th, 2017

2017 Commercial Vendor Information and Application

Lay It Out Events is excited to be returning to the Rogue Valley for the 3rd Annual Little Woody Rogue Valley in Medford! With deep roots in the Northwest brew culture, as the producer of The Little Woody in Bend, we are excited to learn more about the beer world in Southern Oregon, and bring our expertise in creating unique events. We will have 20 plus breweries and cideries from Washington, Oregon and California, great food and beer centric unusual vendors in The Marketplace. The Little Woody Rogue Valley will be a festival for beer lovers and connoisseurs alike.

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 97703

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.

Vendor Information in Alphabetical Order

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

- 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.
- Menus should be hung 36-39 inches from the ground
- For more information please contact the City of Medford at 541.774.2020

Cancellation Policy: Cancellations received before April 15, 2017 will receive a 50% refund. **No refunds are given after April 15, 2017.**

Deadline: Please turn in your applications by April 1st, 2017 to reserve your spot. It is possible for vending spaces to sell out before this deadline.

Directions and Setup: Directions and setup information emailed one week prior to event.

Fees: \$300 paid to Lay It Out Events for each 10x10 space and 15 amps of power. Separate deposit check of \$200 to be refunded after the event's grounds inspection.

Hours of Operation: Friday 4pm-10pm and Saturday noon-10pm. All vendors must stay open during all hours of the event. Any vendor leaving early will lose their deposit and will not be allowed to return for future events.

Insurance: All participating Vendors **must have insurance. Certificates must be received two weeks prior to event start date.** Please have your insurance company create a certificate of insurance for each entity listed below:

- The City of Medford 411 West 8th St. Medford, OR 97501
- Lay It Out, Inc. 704 NW Georgia Ave, Bend, OR 97703
- Harry & David Field 2929 S. Pacific Hwy. Medford, OR 97501

Certificates can be mailed to Lay It Out Events, 704 NW Georgia Street, Bend, OR 97703 or emailed to karin@layitoutevents.com.

Power

We have limited power in this outdoor venue. First priority will be to production and sponsor needs. Please speak directly to Karin Roy (541) 323 0964 about your potential vendor power needs

Each booth comes with 15 amps of power. **List all appliances and amps at the end of this application.** Additional power is available for \$25 per outlet (each outlet not to exceed 15 amps). Be prepared with a labeled 50-100 ft. extension cord. If you use additional power not outlined on your application your deposit will be used to compensate for the additional usage.



Commercial Vendor Agreement

Business Name: _____

Contact Name: _____

Business Description: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Phone: (____) _____ - _____

Facebook: _____

Twitter Handle: _____

How many staff (over the 2 days) will you have working at the event?

Friday 4pm-10pm _____ Saturday Noon-10pm _____

Vendor Fee Enclosed: \$ _____

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

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 2017 Little Woody Rogue Valley for any reason beyond the control of 2017 Little Woody Rogue Valley (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. 2017 Little Woody Rogue Valley 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:

Vendor Representative Signature

Date

Please return this page with payment & insurance

INDEMNIFICATION:

- 1.1.** Vendor shall indemnify and hold harmless Lay It Out Inc , 2017 Little Woody Rogue Valley, City of Medford and Harry & David Field 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 all rules and regulations of the Little Woody Rogue Valley. Vendor understands they may not be asked to participate in future Lay It Out Events if they are in violation of the Little Woody Rogue Valley policies and they will lose their deposit.

AGREED TO BY:

Vendor Representative Signature

Date

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