

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

# 2017 Restaurant Vendor Information and Application

Lay It Out Events is excited to be returning to the Rogue Valley for the 3<sup>nd</sup> 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**

<u>ADA:</u> 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

<u>Beverages:</u> Stay tuned for more information regarding exclusive beverages at the Little Woody Rogue Valley. Homemade beverages i.e., Lemonade, Ice Tea, ect will be allowed. Restaurants are not allowed to sell alcohol. <u>Cancellation Policy</u>: Cancellations received before April 15, 2017 will receive a 50% refund. **No refunds are given after April 15, 2017.** 

<u>Clean up:</u> Restaurants must take every precaution to insure grease does not spill onto the pavement. It washes into the drains and is a city health code violation. We recommend placing a tarp to cover your area and we require placing rubber mats down to catch the grease. If a restaurant leaves behind any trash or grease, the deposit will be used to return the site to pre-event conditions. Grease cleaning can be expensive so we appreciate your help regarding this matter. Please check in with a LIOE representative before you leave so we can inspect your site.

<u>Complimentary Meals:</u> Each restaurant is required to provide 10 complimentary meals. LIOE will create and distribute food vouchers valued at \$10 each. These will be used for our volunteers, entertainers, and sponsors.

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

<u>Directions and Setup</u>: 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 for \$200 to be refunded after the event's grounds has been inspected.

<u>Fire Code</u>: All restaurants must follow the Medford Fire Code for setup. For more information please contact 541-774-2300. Please see the attached document "Special Event Guidelines".

<u>Health Permit</u>: Jackson County Health Permit (pay directly to them with their application) Contact 541-774 8209 for more information.

<u>Hours of Operation</u>: 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.

<u>Insurance</u>: All participating Vendors must have insurance. Certificates must be received two weeks prior to event start date and mailed to LIOE, 704 NW Georgia Street, Bend, OR 97703 or emailed to karin@layitoutevents.com.

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

#### Power

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.



# Restaurant Vendor Agreement

Contact Name:		
Business Description:		
Address:		
City: State:		Zip:
E-mail: Phone: (	) .	
Facebook:		
Twitter Handle:		
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### 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 The 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. The 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	

### **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 Little Woody Rogue Valley policies and they will lose their deposit.

AGREED TO BY:	
Vendor Representative Signature	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*
  - O 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

References: 2007 Oregon Fire Code Chapters 9 and 24