



# 2018 BAKER COUNTY MINERS' JUBILEE MERCHANDISE VENDOR CONTRACT

[www.minersjubilee.com](http://www.minersjubilee.com)

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Date Received	_____
Space Assigned	_____
Paid by	_____
Deposited date	_____
Approval Initials	_____

## MERCHANDISE VENDOR CONTRACT

This contract is not effective unless accompanied by insurance binder, signed, returned, and accepted by the Baker County Chamber of Commerce no later than May 1, 2018. This Agreement, made this date, \_\_\_\_\_, by and between Baker County Unlimited, hereinafter referred to as the Baker County Chamber of Commerce and \_\_\_\_\_ referred to as Vendor. Whereas, Baker County Chamber of Commerce desires to conduct the Miners' Jubilee Celebration the dates of July 20, 21, 22, 2018 and whereas, vendor desires to participate in said Jubilee by providing an attractive display,

THE PARTIES AGREE AS FOLLOWS:

1. USE OF PREMISES: Baker County Chamber of Commerce hereby rents to Exhibitor Space in Baker City Park on July 20, 21, 22, 2018 inclusive. Exhibitor agrees to pay Baker County Chamber of Commerce rent in the full amount specified on page 2 of this contract. Please indicate three space preferences (specify section letter and space number), \*see map (enclosed). #1 \_\_\_\_\_, #2 \_\_\_\_\_, #3 \_\_\_\_\_.

2. PURPOSE: Vendor agrees to use the above premises solely for the purpose of selling the following items \_\_\_\_\_

and for no other purpose. Vendor will sell within the confines of the allotted space only and times specified in this contract. If paying as Exclusive Merchandise vendor, please specify the specific item for which you will be exclusive.

3. SECURITY: Vendor agrees that the Baker County Chamber of Commerce, their officers, directors, agents and employees shall not be responsible for any loss, damage or injury of any character to any property of the Vendor or his agents or employees while on premises of the Jubilee.

4. INDEMNIFICATION: Exhibitor shall indemnify, defend and hold Baker County Chamber of Commerce harmless from any and all claims, costs, liabilities, damages and fees (including attorney fees and expert witness fees) arising out of or related to Exhibitor's exercise of all rights and privileges under this Contract, including without limit, claims or liabilities for any personal injury or property damage of any kind or nature. This obligation of indemnity extends to the Baker County Chamber of Commerce and its officers, directors, agents and employees.

5. ATTORNEY FEES: If litigation is instituted arising directly or indirectly out of this Agreement, the losing party shall pay to the prevailing party the prevailing party's reasonable attorney fees and court costs as determined by the court, and trial, or upon any appeal thereof.

6. HOUSEKEEPING: Vendor agrees to be entirely responsible for the space allotted to him/her under this agreement and shall reimburse the Baker County Chamber of Commerce for damage to grounds, facilities and/or trees used in connection with the space allotted to him/her. Vendor agrees to fill holes and/or pay cost to maintain ground back to acceptable condition.

7. INSURANCE: Vendor agrees to provide a certificate of insurance for not less than \$500,000.00 combined single limit bodily injury and property damage.\* Vendor selling or distributing a consumable food product must have no less than \$500,000.00 combined single limit products liability coverage. The Vendor shall be named insured on the policy and "Baker county Unlimited, their affiliates, subdivisions, officers, directors, agents and employees" shall be

additional insured thereon. Vendor agrees to provide Baker County Chamber of Commerce with written proof of such insurance as a **precondition** to using the premises referred to herein.\* **This contract shall not be in force until compliance with insurance requirements has been met. No exceptions.**

8. SPACE SPECIFICATIONS: Booth shall be designed so as not to interfere with the display of neighboring booths, or obstruct the vision of Jubilee goers to multiple booths at one time. Music, sound systems, or noise that interferes with neighboring booths will not be permitted. **\*Booths are required to set back from sidewalk a minimum of 7 feet. All Booths must have a Class ABC Fire Extinguisher in the booth. And all Booths using hot oil must also have a Purple K Extinguisher for grease and oil. Any vendor found without the required Extinguishers will be shut down by the Fire Department and/or the Baker County Chamber of Commerce.** All booths must have one 30-gallon garbage can in front of your booth for garbage collection by customers. Vendor is an independent contractor and is granted a personal privilege to use space at the Miners Jubilee, which privilege may not be assigned to anyone else.

9. TERMINATION: This agreement may be terminated immediately by the Baker County Chamber of Commerce for breach of contract. Vendor will relinquish his space and all rights under this agreement and all monies paid will be forfeited by Vendor. Vendor must terminate agreement in writing in order to receive refund. If written termination by Vendor is not received by May 1, 2018, all monies will be forfeited.

10. ELECTRICAL: Jubilee Electrician shall have the authority to disconnect any booth that overloads electrical capabilities. Vendor must provide extension cords. Extension cords must be heavy duty and subject to approval of Jubilee Electrician. **Anyone using electrical cord or outlet must be approved and paid for in advance.** Vendors needing 220V power, please specify this on your contract, as we have very limited availability, and it will be distributed on first come first serve basis.

FEE SCHEDULE: Merchandise

**Exclusive Merchandise Vendor Fee (for item specified under #2)**

	Before May 1	After May 1
10x15 ft space	\$210.00	\$275.00
10x20 ft space	\$255.00	\$325.00
10x25 ft space	\$300.00	\$375.00
10x30 ft space	\$345.00	\$425.00
20x20 ft space	\$390.00	\$450.00

Electricity (if required) 110V How many Amps Drawn? \_\_\_\_\_ \$45.00 (per cord)

220V How many Amps Drawn? \_\_\_\_\_ \$60.00 (per cord)

TOTAL CHARGES \$ \_\_\_\_\_

\* Due to electrical area capability restrictions we must monitor and may limit the total amps drawn per contract.

**\*All Vendors must be set up on Thursday, July 19.**

You will be escorted to your space, asked to unload and remove your vehicle from the park prior to set up of your booth. **\*NO CARS** allowed in the park each day after 8:00 AM;

**MANDATORY SETUP TIMES**

All booths must be set up on Thursday,

All Commercial, Food and Non-profits, Thursday, July 19 8:00 a.m. - 1 p.m.

All Artisans & Crafter booths Thursday, July 19 1 p.m. - 6 p.m.

Vendor agrees to provide the products and services detailed in item #2 of this contract during the following hours of operation:

Friday July 20 9:00 a.m. - 7:00 p.m.

Saturday July 21 9:00 a.m. - 7:00 p.m.

Sunday July 22 10:00 a.m. - 3:00 p.m.

Vendor is permitted to open earlier and remain open later at their own risk.

Vendor agrees to follow all rules and regulations set forth in this document and the "Standards of Operation", attached.

VENDOR NAME (include business name if any) \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

VENDOR ACCEPTANCE SIGNATURE \_\_\_\_\_

**Application will not be accepted without proof of insurance.**

Picture of Display enclosed?  Check enclosed?  Deposit Check enclosed?

Or pay by VISA or MasterCard  Insurance?

If paying by credit card, please call into the office so your card number is more secure 541-523-5855

Acceptance Signature \_\_\_\_\_