

HAPPY GIRLS RUN

BEND



Commercial Vendor Application

2017 Happy Girls Run Bend

May 26th & 27th

Join more than one thousand women and their families at the Happy Girls Run Women's Expo on May 26th and race day, May 27th! Happy Girls Run celebrates the women runners and their families, and is the perfect opportunity to reach this influential demographic of active women in beautiful Bend, Oregon. Both, the Women's Expo & race day will feature fantastic vendors showcasing a wide variety of products that appeal to women of all ages. The Happy Girls Run is a popular event for girlfriends, mothers and daughters, and work colleagues.

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 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
- For more info regarding ADA requirements, contact Karin Morris at the City of Bend 541-693-2141.

Cancellation Policy: Cancellations received before April 25th, 2017 will receive a 50% refund. **No refunds are given after April 25th, 2017.**

Deadline: Please turn in your application before May 10th 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. Turn in your application early!

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

Hours of Operation: Friday 3pm-7pm and Saturday 7am-2pm. *Saturday is optional. Vendors must stay open during all hours of the events selected. Leaving early or changing set up days within 7 days of the event will disqualify vendors from receiving their deposit and will not be allowed to return to future LIOE 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:

- Bend Parks and Recreation Department *799 SW Columbia Street, Bend, OR 97702*
- Lay It Out, Inc. *704 NW Georgia Ave, Bend, OR 97703*
- William Smith Properties *15 SW Colorado Ave. Suite #1 Bend OR 97702*

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

Power: Each booth at the Expo 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. ****Power is not available on race day****

Athlete Goody Bag: 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 an 8 x 6 space at the Expo Friday the 26th and an outdoor 10x10 space on Race Day, Saturday May 27th.
2. Vendor will be provided a link to their website from the Happy Girls website.

Commercial Vendor Will Provide the Following:

1. Cash payment of \$300 for a Vending Space
2. Cash payment of \$500 for a double Vending Space
3. \$25 for each additional 15 amp outlet of power. ****Power not available on race day****
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 97703



Commercial Vendor Agreement

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 LIOE IN ADVANCE for assistance determining your power needs. Power only available at the Expo. No power available on race day.

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

Friday 3pm-7pm _____ Saturday 7am-2pm _____

Total Vendor Fee Enclosed: \$_____ Additional

Amps/Electricity (\$25/additional outlet): \$_____ Deposit Enclosed **on**
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 2017 Happy Girls Run for any reason beyond the control of HGR (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. HGR 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

Vendor shall indemnify and hold harmless Lay It Out Inc , 2017 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.

- 1.1. Vendor shall indemnify and hold harmless Lay It Out Inc , 2017 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 Happy Girls Run Bend. Vendor understands they may not be asked to participate in future Lay It Out Events if they are in violation of Happy Girls Run Bend policies and they will lose their deposit.

AGREED TO BY:

Vendor Representative Signature

Date

Please return this page with payment & insurance