



2019 Happy Girl Run Spokane
Half Marathon/10k/5k

Marketplace Application
September 20th and 21st, 2019

Join more than one thousand women and their families at the Expo/ Packet Pickup and the finish line of the 6th Happy Girls Run, Spokane! The Happy Girls Run is a popular race series for girlfriends, mothers and daughters, and work colleagues. At the finish line we celebrate the Happy Girls runners and their families and it's the perfect opportunity to reach this influential demographic of active women in beautiful Spokane, Washington.

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 97701

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.

EVENT DETAILS

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 Spokane:

- 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

Athlete Goody Bag: This is an excellent way to market and brand yourself in the community. A \$100 payment will provide you access to product/coupon/flyer placement in the Athlete Goody Bag. 1500 units are required and due to the Lay It Out Events office by September 15th.

Booth Configuration: Friday, September 21st is an 8'x8' booth at the Expo venue. Race Day, Saturday September 23rd is a 10'x10' outdoor set up with vendors providing all their infrastructure

Cancellation Policy: Cancellations before August 1st, 2019 will receive a 50% refund. **No refunds are given after August 1st, 2019.**

Deadline: Please turn in your application before August 15th, 2019 to reserve your space! Space is limited to 18 vendors and we will be accepting on a first come first serve basis.

Directions and Setup: Directions and setup information will be emailed to vendors one week prior to the event.

Fees- This application is for individuals vending products they make themselves.

- \$150 Marketplace Vendor fee— payable either by check or Credit Card.
- \$100 deposit fee which needs to be paid in check form.

Hours of Operation: Friday 3pm-7pm Expo/Package Pick Up, Saturday 7am-2pm Race Day/Finish line. Vendors must stay open during all hours of the event. Vendors leaving early will not be allowed to return for future events and their deposit will be cashed. Participation on Sunday is optional.

Insurance: Please have your insurance company create a certificate of insurance for each entity listed below:

- Lay It Out, Inc. *704 NW Georgia Ave, Bend, OR 97703*
- *Happy Girls Run Spokane, 704 NW Georgia Ave, Bend, OR 97703.*
- *Mukogawa Fort Wright Institut, 4000 W Rudolph Rd, Spokane 99224*

Please send all certificates to Lay It Out Events, 704 NW Georgia Street, Bend, OR 97701 or email to karin@layitoutevents.com.

Certificates must be received two weeks prior to event start date.

Power: Your booth space comes with 15 amps of power at the Expo on Friday. THERE IS NO POWER AVAILABLE FOR RACE DAY, YOU ARE WELCOME TO BRING A QUIET GENERATOR. Be prepared with a 50-100 ft. extension cord.

CONTRACT DETAILS

LAY IT OUT EVENTS WILL PROVIDE THE FOLLOWING:

1. VENDOR will be provided a space on Friday at The Women's Expo and on Saturday at the Finish Line for the Happy Girls Run in Spokane for the duration of the event. Saturday participation is optional.
2. VENDOR will be provided a link to their website from the Happy Girls website.

COMMERCIAL VENDOR WILL PROVIDE THE FOLLOWING:

1. Check/Credit Card/Cash payment of \$150 for 8x6 space Friday for Expo/Package Pick Up space, 10x10 for Race Day
2. \$40 for each 15amp outlet of power.
3. Separate deposit check for \$100 to be refunded after the event.
4. Please submit both fees with your application. Fees will be returned in case of non-acceptance to the event.
5. Payment to be made to:
Lay It Out Events
704 NW Georgia
Bend, OR 97701

INDEMNIFICATION

- 1.1. Vendor shall indemnify and hold harmless Lay It Out Inc , 2019 Happy Girls Run Spokane, Mukogawa Fort Wright Institute, Riverside Place 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 Bite of Bend. Vendor understands that they may not be asked to participate in future Bite of Bend events if they are in violation of Bite of Bend policies and they will lose their deposit.

AGREED TO BY:

Vendor Representative Signature

Date



HGR SPOKANE MARKETPLACE VENDOR

VENDOR INFORMATION

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 us if you need assistance determining your power needs **IN ADVANCE**.

Total Vendor Fee Enclosed: \$ _____

Additional Amps/Electricity (\$40/additional outlet): \$ _____

Deposit Enclosed **on a separate check** (\$100): \$ _____

Placement in Athlete Goody Bag (\$100): \$ _____

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 2019 Happy Girls Half for any reason beyond the control of HGH (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. HGH 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 activity 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 these pages with payment & insurance