

The Jazz Society of Oregon's Cathedral Park Jazz Festival 2018

Concession Vendor Contract

July 20-22, 2018
Cathedral Park – Portland, Oregon

This is an Event Concession Vendor Agreement between the Jazz Society of Oregon, a 501(c)(3) non-profit organization doing business as Cathedral Park Jazz Festival (CPJF) and the vendor listed below.

Company Name: _____ Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Office Phone: _____ Cell Phone: _____

Email: _____ Website: _____

Booth Size:

Standard booth size is 12' wide x 15' deep with features no taller than 10'. The Food Vendor Fee is \$450 per 12x15 space. Please note that booths over 12x15 will be charged for additional space needed, accordingly.

Please list the size of your booth: _____

Application Process:

Complete this application and submit by mail (Cathedral Park Jazz Festival, PO Box 19882, Portland, OR 97280) or by scanning & emailing to vendor@jazzoregon.com no later than April 10, 2018. **Vendors will not officially be part of CPJF until they have been officially approved and notified by CPJF, have provided proof of insurance and a City of Portland food license and paid their vendor fees. Once a Vendor is selected, booth fees must be paid by May 1, 2018.**

Dates & Times:

Vendors will be given access to the event venue location during the following times:

	Set-up Hours	Business Hours	Tear-down Hours
Friday, July 15, 2016	9:00 am – 3:00 pm	5:00 pm – 10:00 pm	
Saturday, July 16, 2016	9:00 am – 12:00 pm	1:00 pm – 10:00 pm	
Sunday, July 17, 2016	9:00 am – 12:00 pm	1:00 pm – 8:00 pm	8:00pm - dusk

Food service may only be closed down prior to festival closing hours if prior arrangements were made with the Vendor Coordinator. Times may be adjusted by the festival to comply with City and Park permits for the event.

Payment Information:

Payment must be received by May 1, 2018. If your fee is not received by this date, your vendor space at the CPJF will be canceled. There will be a \$35 processing fee added to the total amount due for any checks returned for "Non-Sufficient Funds."

Please send check for your Vendor fee to: Cathedral Park Jazz Festival, PO Box 19882, Portland, OR 97280, or use the link to PayPal at www.jazzoregon.com

Cancellation Policy:

All cancelations must be received in writing by Friday, May 31st, 2018. If you cancel by this date, you will receive a full refund. Cancellations received after Friday, May 31st, 2018 will not receive a refund.

Electricity:

Please list all of your electricity needs below and how you will provide the electricity. A limited amount of electricity may be available from our generator, but that use must be pre-arranged and pre-approved. Any approved vendor using power from the CPJF generator who uses more electrical appliances/lights than arranged for and causes a power outage more than once will be removed as a vendor and the vendor fees will not be refunded. Vendors are responsible for providing their own extension cords that will pass Portland Fire Dept. regulations. If a vendor uses their own generator it MUST be quiet (whisper level decibels), or the vendor will be asked to remove their generator from the festival. YOUR APPLICATION WILL NOT BE CONSIDERED IF YOU DO NOT PROVIDE SPECIFICS REGARDING YOUR ELECTRICAL NEEDS

Menu:

Please attach a copy of the menu you will be serving at CPJF. Include all items you intend to sell and the price – vendors are only allowed to sell food and beverages. We make every reasonable effort to provide a variety of food choices and avoid duplicate food items. If your menu offers an item the same as another vendor item, we will ask that you adjust. If your menu changes after submitting your application, please email a revised menu to vendor@cpjazz.com by Wednesday, July 6, 2018 for sale, we will review your changes and notify you if your menu changes have been approved. Items not listed on your submitted menu will not be allowed to be sold. Additionally, the festival will be setting the retail price for plain bottled water 16oz or less at no more than \$1.00. You may sell larger bottles of water at whatever price you wish.

Booth Set-up and Tear Down:

Vendors are required to check in at the vendor entrance located on N Crawford street and will be directed to your booth space. Vendor spaces are assigned by the vendor coordinator in advance. You may not begin tearing down your booth until 8:00pm on Sunday night and, as a public safety measure, no vendor vehicles will be allowed back onto the grounds prior to 8:30pm. Vendors shall leave the location free from trash and in similar condition that it was in before the vendor was there. Vendors will refrain from making any undue environmental impact and damage to natural areas.

Set-up Materials:

All vendors are required to provide their own materials to furnish their booth. This includes tables, chairs, a canopy with sides that can be closed after hours, trash & recycling bins, and/or ice. Ice will not be available for purchase at the CPJF, but there are several outlets near the CPJF grounds where ice will be available. The CPJF will provide grey water containers and there is city water available by hose, but have your tanks pre-filled prior to arrival on the grounds. Booths must be kept clean and orderly at all times. Vendor agrees to maintain their assigned area including their booth, tents, shade structures, food cart, or trailer, and shall be subject to inspection of their vending area Vendor agrees to correct deficiencies when instructed.

Booth Restrictions:

Each vendor must stay within their designated area. Roving sales are prohibited. Booth attendants must be 16 years and over unless accompanied by parent or guardian. There will be no loud, distracting music, noise or sound amplification used by the vendor at the event.

Vehicles: & Parking:

Vendor vehicles are only allowed inside the food area during set-up hours, and once all of the festival attendees have exited the park each night. Absolutely no vendor vehicles will be allowed inside of the food area during business hours. A copy of proof of your vehicle insurance must be provided upon check-in, you will not be allowed to drive into the grounds without proof of insurance. All Vehicles, regardless of their use, must have a CPJF vehicle pass in the front windshield when on park property. Vehicles without a CPJF pass may be cited and towed at the owner's expense with no additional warning. The pass may not be altered or obscured in any way or it will be considered invalid.

Vendor acknowledges that trailers which have been dropped (no engine or ability to move unless hooked up to an off-site cab) must be shown on the site plan and will not require a vehicle pass while on site. Vendor agrees to place trailers only at designated locations.

Environmental Impact:

Vendor agrees that this is an eco-friendly event and are encouraged to use compostable, biodegradable products to vend food and concession items. Food Vendors shall make a recycling station available at their vending area to collect recyclable plastics and compost with clearly marked signs. Dedicated dumpsters will be available. Gray water must be disposed of only in Festival provided, designated gray water tanks or personally removed from the grounds - dumping on the ground, or in storm drains, etc., will result in expulsion from the Festival with no refund of fees and charges filed. Vendor agrees not to produce excessive smoke from cooking devices, leave waste products on site, dump ice on the grounds, or fail to remove all trash. Dumpsters will be provided for garbage,

Accommodations:

Vendors must secure their own accommodations each night. Please visit our website for local hotel accommodations.

Security:

CPJF will provide security Friday, July 20th through Sunday, July 22nd, 2018. Though security is provided, the CPJF will not be responsible for articles lost by fire, theft, or mysterious disappearance. Vendors agree to keep their equipment, including (without limitation) all vehicles, fixtures, and products fully insured against fire, damage, destruction and theft and shall exclusively bear any other risk of loss or repair. Please report any thefts to CPJF Officials as soon as possible.

Insurance:

All vendors are required to provide proof of liability insurance. Proof of insurance must accompany the Vendor's application. The vendor agrees to hold the Cathedral Park Jazz Festival, Portland Parks & Recreation, the City of Portland, and any other parties operating at the festival harmless and free from liability because of bodily injury to, or property damage of, the vendors, their agents, employees, or third party while in or on the premises occupied by the vendor. Vendor exclusively bears the costs of all insurance for all risks of loss to their Equipment before, during and after the Event. Vendor otherwise agrees to retain all liability for any and all damage, loss, theft, repairs, or replacement costs to any Equipment.

In the event of any incidents involving Event attendees related to, or involving Vendor, their personnel, or any products in the possession or control of Vendor, Vendor agrees to indemnify Host, Portland Parks and Recreation Department, the City of Portland, and all other parties from any and all liability. This includes any allegations of food poisoning, physical harm, negligence or any and all acts of Vendor and / or their employees.

Licenses:

Food vendors **MUST comply with all City of Portland, Multnomah County and State of Oregon rules and regulations at all times and secure all necessary permits required to operate your food cart.** Vendors must secure the necessary food licenses PRIOR to set-up and provide proof upon festival check-in.

For permit info contact:

Multnomah County Environmental Health
847 NE 19th Ave Suite 350
Portland, OR 97232

<https://multco.us/services/temporary-food-events>

503-988-3400

The Health Department will inspect your booth for compliance prior to opening on Friday, July 20th. Vendors using propane must show a City of Portland Fire Department (CPFD) Permit. Booths must have their CPFD approved fire extinguishers in plain sight.

Weapons:

For public safety reasons Firearms, Weapons and Destructive Devices, as these items are defined by OAR576-065-000, are **PROHIBITED FROM THE FESTIVAL GROUNDS.** These items include Firearms, Weapons, and Destructive Devices as these items are defined by OAR576-065-000.

The Parties agree that this Agreement shall not create or imply a partnership, or employer employee relationship or joint venture between them. At no time shall either Party represent itself as being associated with, or as the agent of, the other, and shall take such steps as are reasonably necessary to prevent third parties from inferring or believing that either Party is the agent of the other.

This Agreement shall be interpreted according to the laws of the State of Oregon. The parties agree that exclusive jurisdiction and venue of any actions arising out of this Agreement, or relating to the breach or enforcement of the terms of this Agreement, shall be in the Courts of Multnomah County of the State of Oregon, or the United States District Court for the State of Oregon.

If either Party is required to seek legal assistance to enforce any provision of this Agreement, the non-prevailing Party, as determined by an applicable court of law or arbitrator, agrees to pay all of the prevailing Party's reasonable court costs and attorney's fees incurred, including those related to any appeals.

No alteration, modification, amendment, addition, deletion, or change to this Agreement shall be effective or binding unless such alterations, modifications, amendments, additions, deletions or changes are properly executed in writing by both Parties. No waiver of any breach shall be deemed a waiver of any subsequent breach. If any provision of this Agreement is declared invalid or otherwise unenforceable, then the other provisions shall not be affected and shall continue in full force and effect.

I have completely read and understand the 2018 Food Vendor Application and the accompanying 2018 Food Vendor Rules, Regulations & Information. I certify that all information I have provided in this application is accurate to the best of my knowledge.

By signing this agreement, I agree to participate at the Cathedral Park Jazz Festival 2018 RAIN or SHINE.

Business Name: _____ Date: _____

Signature: _____ Printed Name: _____

Vendor application accepted and approved for participation by:

CPJF vendor coordinator: _____

Signature _____ Date: _____

JSO Treasurer _____ Date: _____

For CPJF USE:

____ Concession Vendor Contract Completed

____ Accepted contract signed and returned to vendor

____ Booth Fees Paid

____ Menu Approved

____ Copy of Insurance

____ Copy of Business license received

____ Copy Multnomah Co Temp License