



Balloons Over Bend Children's Festival & Nightglow General Vendor Information and Application

July 26th, 2019

The Balloons Over Bend is the largest family festival in Central Oregon, and one of the most beautiful events Bend offers. The festival brings families, visitors and businesses together in a community celebration that has something for every generation and demographic to enjoy.

On Friday, The Children's festival begins in Riverbend Park at noon with fantastic activities for children, until 8pm when it overlaps with families gathering at Riverbend for a summer evening culminating in the Nightglow when each balloon is lit up, beginning at approximately 8pm.

To participate, please read the following information carefully. For questions, please contact Karin Roy at Lay It Out Events at 541-323-0964 or by email karin@layitoutevents.com

EVENT DETAILS IN ALPHABETICAL ORDER

ADA

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 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.
- Menus should be hung 36-39 inches from the ground.
- For more information please contact the City of Bend at 541-693-2141.

Booths Booth spaces are 10 x 10 feet

Beverages

Stay tuned for more information regarding exclusive beverages at the Balloons Over Bend. Home-made Beverages i.e. Lemonade, Ice Tea, etc will be allowed. You are not allowed to sell alcohol as this is a dry event, there will be no alcohol permitted on-site.

Cancellation Policy

Cancellations received before July 14th, 2019 will receive a 50% refund. No refunds are given after July 14th, 2019.

Clean up

You must take all trash and materials with you upon leaving the event to insure the shredding of your deposit check. Please check in with a LIOE representative before you leave so we can inspect your site.

Deadline

The deadline for applications is Friday, July 12th, 2019. Certain areas will sell out. Apply early!

Directions and Setup info

This event takes place in Riverbend Park in the Old Mill District. Directions and setup information will be emailed to vendors one week prior to the event.

Fees

- \$50 Non Profit with interactive activity 10x10 space CHILDREN'S FESTIVAL ONLY
- \$350 Commercial Vendor 10x10 space
- \$100 deposit check for All Vendors
- \$25 for additional power

Fire Code

All vendors must follow the Bend Fire Code for setup. For more information please contact Susie at Bend Fire, 541-322-6309. Please see the attached document "Special Event Guidelines".

Hours of operation

- Friday Children's Festival 12pm -8pm Vendors may opt to stay on through The Nightglow, **PLEASE NOTE You will only be able load out before 10:30pm without bringing a vehicle onsite. However, there is parking within 2 blocks of the event if you do not require your vehicle to load out.**
- Nightglow 5pm-10pm

Insurance

ALL VENDORS MUST HAVE INSURANCE. Please have your insurance company send a certificate of insurance and list as additionally insured:

- Lay It Out Events *704 NW Georgia, Bend, OR 97701*
- The City of Bend *555 NE 15th Street, Bend, OR 97701*
- Bend Parks and Recreation *799 SW Colombia Ave., Bend, OR 97702*

Power

Power will only be provided for Restaurant Vendors. Be prepared with a 50-100 ft. extension cord. Additional power is available for \$25 per 15 amp. outlet. If you use additional power not outlined on your application your deposit will be used to compensate for the additional usage. **Please list all appliances and amps at the end of this application.**

Vehicles

You are not allowed to drive your car on the grass. Please use the concrete path and upload quickly then set up. If you drive on the grass your deposit will be used for damages.

Water

There is not water available at the site, nor is there a grey water dump. All water must be packed in and packed out. Gray water **cannot** be dumped down drains (they go directly to the river).

There are RV dumps at the following locations near the event:

- Shell Station - 981 Galveston Ave (within 2 miles of event site)
- Chevron Station – 1745 NE 3rd (within 2 miles of event site)

Wind

Riverbend Park can be subject to high winds. YOU MUST BRING WEIGHTS FOR ALL FOUR CORNERS OF THE BOOTH IN ADDITION TO STAKING DOWN.

Staff will check to ensure your tent is secure at all times.

INDEMNIFICATION

- 1.1. Vendor shall indemnify and hold harmless Lay It Out Inc , 2019 Bend Children’s Festival and Bend Parks and Recreation if you are vending at Night Glow, 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 Balloons over Bend. Vendor understands that they may not be asked to participate in future Balloons over Bend events if they are in violation of Balloons over Bend policies and they will lose their deposit.

AGREED TO BY:

Vendor Representative Signature

Date



BALLOONS OVER BEND/CHILDREN'S FESTIVAL
Vendor Agreement

VENDOR INFORMATION

Business Name: _____

Contact Name: _____

Business Description: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Phone: (____) ____ - _____

Facebook: _____

Twitter Handle: _____

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

Please **list** all appliances and amps: _____

How many staff will you have working at the event? _____

Vendor Fee \$ _____

Total Vendor Fee Enclosed: \$ _____

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

I will Load out before 10:30pm _____ at 10:30pm _____

TOTAL ENCLOSED: \$ _____

TERMS OF THIS AGREEMENT:

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.

Postponement or cancellation of The 2019 Balloons Over Bend for any reason beyond the control of Balloons Over Bend (earthquake, fire, flood, terrorism or other acts of God) shall not constitute cause for any reimbursement.

This agreement does not transfer to another vendors property, agent, or subsidiary. All other business sectors must negotiate separate sponsorship agreements.

The Balloons Over Bend 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.

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.

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.

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.

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 pages 4- 6 with payment & insurance to:**

**Lay It Out Events
704 NW Georgia Ave
Bend, Or 97703
Att: Karin Roy**