

VENDOR AGREEMENT

MUTT MASTERS DOG SHOW AND OLYMPICS

THE OLD Taft Elementary School
1545 SE 50th St.
Lincoln City, Oregon
May 15, 2010 beginning at Noon

THIS AGREEMENT is entered into between The Lincoln City Visitor and Convention Bureau/Mutt Masters Dog Show and Olympics, hereinafter referred to as "Mutt Masters", and the undersigned vendor. Mutt Masters and the Vendor are mutually entering into a short term Agreement to promote, advertise, and/or sell products or services of the Vendor at Mutt Masters on May 15, 2010. In consideration of the mutual covenants contained herein, the undersigned representatives of the parties hereby agree to the following terms:

1. **Mutt Masters agrees as follows:**

To provide booth space of at least 10 ft. by 8 ft. for Vendor to promote, advertise and/or sell products or services;

To allow Vendor to distribute coupons or other promotional material or products;

To make reasonable good faith efforts to promote the Festival in a manner that will be beneficial to marketing the vendor's product at the Festival;

Electrical access up to 500 watts will be available to a limited number of Vendors who request it. *

***Contact Mutt Masters Chairperson with electrical needs.**

2. **Vendor agrees as follows:**

To promote, advertise and/or sell only products/services listed in application;

No illegal activity may be conducted at Mutt Masters by the Vendor, nor may any illegal services or products be sold or given away by the Vendor. Vendor assumes all liability for any such activity;

To clean up trash at the Vendor booth and dump trash into a provided receptacle;

To provide their own signage or banners for the booth;

To take all precautions necessary and shall be responsible for the safety of its employees, agents, subcontractors, inventory, products, and tools. All work shall be done at Vendor's risk. The Vendor shall defend, save, and hold harmless The City of Lincoln City and the Mutt Masters and their officers, agents, employees, volunteers and assigns and the Lincoln County School District

and its officers, agents, employees, volunteers, and assigns from any claims, damages, losses, liability or expenses (including attorney's fees) of any person, including Vendor, which arise from the negligent performance of this Agreement, except those claims, damages, losses, liability or expenses which arise from the sole negligent acts or omissions of the City of Lincoln City, the Mutt Masters or their officers, agents, employees, and assigns or Lincoln County School District or its agents, officers, employees and assigns;

To remain open with products displayed during all hours of operation of the Mutt Masters, booth must be set up by 11AM;

To accept the Mutt Masters premises and booth space in an as-is condition. The Mutt Masters, in its discretion, may make adjustments to the premises or booth if a vendor makes a request;

To pay the required booth fee. (Payment in full must accompany this signed application if not already tendered and must be in our hands in any event not later than April 9, 2010. There will be a 50% charge for booth cancellation after May 7, 2010, and no part will be refundable after May 13, 2010.);

Not to allow smoking by the Vendor's volunteers or employees on the Mutt Masters grounds;

To provide their own change for sales and any miscellaneous equipment needed, e.g. scissors, staples, hand trucks, etc.;

To, if selling food, obtain all necessary health department permits and have permits available for review at the festival.

Failure to comply with Mutt Masters rules shall be grounds for immediate termination of participation at this year's event and may result in permanent exclusion at future events.

Mail completed form and check, made payable to the City of Lincoln City, to Lincoln City Visitor and Convention Bureau, 801 SW Hwy 101, Suite 401 Lincoln City, OR 97367, attention Katera Woodbridge.

I have received and read this application and agree to abide by the rules and regulations contained therein, and sell/serve only the products listed on my application except with prior written approval of the Mutt Masters Chairperson.

Please return this form with the vendor application. Signed copies will be returned to vendors by April 23, 2010.

SIGNATURE _____ DATE _____

PRINT VENDOR CONTACT NAME: _____

PRINT VENDOR BUSINESS NAME: _____

APPROVED _____

Mutt Masters Chairperson's Signature

VENDOR APPLICATION

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Vendor Business Name: _____

Address: _____

Email: _____ Telephone: _____

FAX: _____ Number of 8x10 spaces desired: _____

Contact Person: _____

Product or Service: _____

Description (including value) of donated item(s):

Web address for linking: _____

Please check here if you need electricity: _____

Donated items are to be sent or brought in to VCB offices by April 9, 2010 unless otherwise discussed. If you wish to make other arrangements please contact Katera Woodbridge at 541-996-2119 or email kateraw@lincolncity.org.

Cost Schedule

\$30 per booth space without donation

\$15 per booth space with donation

Application Deadline: April 9, 2010

This application is subject to the subsequent signing of a Vendor Agreement to be submitted to Vendor. Vendors should expect this and other forms regarding booth space by April 23, 2010.

Mail completed form and **check** of \$30 or \$15 **payable** to the **City of Lincoln City** to the Lincoln City Visitor and Convention Bureau, 801 SW Hwy 101 Suite 401, Lincoln City, OR 97367, attention Katera Woodbridge.