

2024 City of Oregon City Juneteenth Celebration – Vendor Information

VENDOR RESPONSIBILITIES

The City of Oregon City reserves the right both to prohibit anyone from selling and to prohibit any product from being sold or otherwise distributed at the event. No unapproved products, services, or items may be offered for sale or distribution without the approval of event staff.

Setup Requirements

1. Vendor booth location is determined by the Event Manager.
2. Participants shall provide their own booth/tables/chairs and sun/rain covers or food truck/cart.
3. Wind can come up unexpectedly, so weights are required on all four corners of canopies.
4. Please unload your supplies as quickly as possible and remove your vehicle from the event staging area before commencing booth setup.
5. Vendors will be ready for operation at least 30 minutes prior to the event start time.
6. Participants are not allowed to disassemble booths before the event closes. In the case a vendor runs out of product, he/she must keep his/her booth intact until the close of the event.
7. Early departures are not permitted.

Maintenance and Clean-Up

1. Vendors are responsible for keeping their space attractive during event hours. Additionally, vendors must clean up their space after the event closes, including the removal of garbage and picking up of any debris.
2. Vendors will not permit any waste or strip of the property. No shrubs, trees or other vegetation may be damaged, moved or otherwise disturbed.
3. Vendor shall repair, replace or restore the licensed area so that it is free from evidence of Vendor's use.
4. By law, parks throughout the City are tobacco free. Please do not smoke in the park.

Compliance with Government Regulations

1. Vendors must observe and abide by all the laws, rules and regulations imposed by any lawful governmental authority and relating in any way to any activity conducted on the premises, and shall require all of Vendor's agents, employees, and agents upon the premises to do likewise.
2. Vendors are responsible for complying with state and local health and licensing regulations governing the production and sale of their products. Food vendors are responsible for

meeting health requirements and obtaining any permits and licenses applicable to their products.

3. Food consumed on premises must have the following applicable documentation.
 - a. ODA Certified Kitchen Oregon Department of Agriculture
 - b. Temporary Restaurant License/Food Truck License from Clackamas County Department of Health
 - c. Current Food Handler's License from at least one individual operating the booth.
4. Vendors must provide copies of all required permits and licenses to the event staff at least one month prior to the event date.
5. Because vendors are selected based on product/information distributed, the vendor shall offer for sale/distribute those products/materials that have been approved by the Event Staff on the vendor's application. NO OTHER PRODUCTS, SERVICES OR ITEMS MAY BE OFFERED FOR SALE/DISTRIBUTION WITHOUT THE WRITTEN APPROVAL OF THE EVENT MANAGER.
6. Vendors who fail to comply with these rules or applicable state and local regulations are subject to removal from the event. Furthermore, if the violation threatens the health or safety of the public or other vendors, or the violation is repeated following a warning, the Event Manager may remove the vendor and prohibit said vendor from returning for future special events.
7. The City reserves the right to adopt additional rules relating to vendor participation in the event or to modify these rules. The additional or modified rules shall be effective 1 week following delivery of a copy of the revised or additional rules to the vendor, or 1 week following the date of mailing by regular mail to the vendor at application address. Continued participation in the event shall be deemed assent to the revised rules.

Cancellation Policy

1. Except in emergencies, vendors must notify event staff of a cancellation one month prior to the event date.
2. Vendors are not permitted to sub-lease their stalls.

Sustainability

The City of Oregon City is committed to hosting sustainable events. To ensure this objective is met Vendors must comply with all state sustainability laws. Furthermore, the City requests that vendors refrain from using non-recyclable materials such as; polystyrene/Styrofoam, plastic wrap, wax paper and boxes, and nonbiodegradable plastic utensils and containers.

Inclement Weather

1. In general, it is our event policy to be open rain or shine. A scheduled event will not be closed unless it is determined that severe weather conditions compromise the safety of vendors, volunteers and customers. Any necessary changes or modifications are determined by the Event Manager. Notifications of change will be issued as far in advance as possible. If a modification or cancellation is required, vendors will be notified via email. Additionally, the City website will be updated with information reflecting any change or cancellation.

2. It is not uncommon for high winds to arise at venues. All vendors are responsible for making sure canopies are adequately secured with weights on all four corners. If improperly weighted canopies are a risk to other vendors or customers, the Event Manager may require canopies to be disassembled.
3. If lightning arises at an outside event, an announcement will be made stating the need for safety procedures. Vendors should remain calm, unplug all electrical equipment at the first sign of lightning and step away from these items. Please seek shelter indoors and remain a safe distance away from trees or light posts. Those with vehicles are encouraged to get inside their cars for safety. Please avoid any metal.
4. Air Quality: For air quality decisions, the Event Manager will use AIRNow (<https://www.airnow.gov/?city=Oregon%20City&state=OR&country=USA>) to monitor the Air Quality Index for basis of decision. If air quality reaches Purple or Dark Red Air Quality Index with numerical values ranging from 201-500 the event will be cancelled.

Indemnification

1. The vendor shall defend, indemnify, and hold the City of Oregon City, its officers, agents and employees harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the use of this license or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the Licensor but is in addition to such common law or statutory provisions.

Exclusion of Damages and Representations

1. The City, its officers, employees, and commissions and committees shall not be liable to the Event Vendor for any damages of whatsoever character or nature arising out of or related to the Vendor's application, booth reservation, inventory, or participation in the event, whether direct, indirect, consequential (including lost profits), or special damages.
2. The City is not liable for acts by third parties or acts of nature, including weather.
3. The City is not liable for lost or stolen property; all risk of loss of Vendor's property shall be that of Vendor.
4. Vendor certifies, acknowledges and agrees that this license is accepted and executed on the basis of Vendor's own examination and personal knowledge of the premises and personal property and Vendor's own opinion thereof; all prior negotiations, representations of fact or opinion or agreements relating to said property made by the City or any agent thereof upon which Licensee may have relied have been reduced to writing and are included in this agreement, and if not so reduced to writing, are expressly waived, which waiver is a material part of the consideration of the execution of this contract by the City.

Insurance

1. Vendors shall obtain prior to participation in scheduled events and shall maintain in full force and effect during participation, at the Vendor's expense, a completed products insurance policy for the protection of the Vendor and the City, its officers, agents, and employees. If the insurance policy is issued on a "claims made" basis, then the Contractor shall continue to obtain and maintain coverage for not less than three years following the completion of the contract. The policy shall be issued by a company authorized to do business in the State of

Oregon, protecting the Contractor or subcontractor or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned. **Vendors must have insurance in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/annual aggregate.**

2. The Contractor shall not undertake any acts that shall affect the coverage afforded by the above policy. The insurance company shall provide the City with a certificate of insurance and an endorsement thereto naming the City as an additional insured and will provide the City thirty day's written notice of cancellation or material modification of the insurance contract. The obligation to provide notice to the City shall be in substantially the following language: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named"; it is not sufficient for the insurance carrier to merely "endeavor" to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier's failure to mail such notice.
3. The Contractor will not sell any product until the City has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force (copies must be submitted at least one month prior to the event date).