



Application and Contract for Vending / Stall Space

Application Deadline: May 13, 2020

Late fee of \$100.00 applies for applications received after May 13, 2020

June 18-21, 2020 • Oregon, Wisconsin

Mark "X" next to the dates and location that you plan to RESERVE to vend or offer products or services:

Food Vendor Row	
Thurs, June 18	Set Up: 10:00 am – 4:00 pm • Required Hours of Operation: 5:00 pm – 10:00 pm
Fri, June 19	Set Up: 10:00 am – 4:00 pm • Required Hours of Operation: 5:00 pm – 10:00 pm
Sat, June 20	Set Up: 7:00 am – 10:00 am • Required Hours of Operation: 10:00 am – 10:00 pm
Sun, June 21	Set Up: 9:00 am – 12:00 pm • Required Hours of Operation: 12:00 pm – 6:00 pm
Commercial Vendor Row	
Thurs, June 18	Must be set up 1 hr before start of operation hours • Please Specify Hrs of Operation:
Fri, June 19	Must be set up 1 hr before start of operation hours • Please Specify Hrs of Operation:
Sat, June 20	Must be set up 1 hour before start of operation hours • Please Specify Hrs of Operation:
Sun, June 21	Must be set up 1 hour before start of operation hours • Please Specify Hrs of Operation:

Business/Organization Name: _____

Name of Contact Person: _____ Email: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Best Phone Number to Reach: _____ Fax No: _____ Cell Phone: _____

Website: _____

Oregon Area Chamber of Commerce
 117 Spring Street, 2nd Floor; Oregon, WI 53575 • (608) 835-3697
www.oregonwi.com • Click "Oregon Summer Fest" • www.oregonwiSummerFest.com

PRODUCT DESCRIPTION: List ALL general and/or food products to be sold or offered at Summer Fest with approximate prices, if applicable. (Use a separate sheet of paper if necessary.) For food vendors: a menu is acceptable. Acceptance of your application is based on your product list or offering. You may NOT sell products that are not listed on this application at the event -- so please be thorough!

Booth Space Position Request: _____

NOTE: Booth space reservation is assigned on a first come, first served basis. You MUST have your own structure as nothing is provided by the Summer Fest organizers. Food vendor agrees to conform to health and safety codes and terms on second page of contract and of Public Health Madison and Dane County. Food vendor will have a booth in an aesthetic manner consistent with the quality of the event.

Except for the Parade Route vendors, a minimum of 10x20' vending space with electricity (one 110V plug on a 20 amp GFI) and water access will be provided. Vendors shall provide own hose or buckets. Specifications other than listed, may be charged an additional fee.

Other type of electricity/requirements needed: _____

Food & Commercial Vendor Row / Kiser Park Concession Stand / Jaycee Park/Parade Route	Chamber Member Non-Profit	Chamber Member Profit	Non Chamber Member Non-Profit	Non Chamber Member Profit
All days	\$100.00	\$250.00	\$200.00	\$500.00

* An additional late fee of \$100.00 for applications received after May 13, 2020 will be charged.

* If you are serving soft drink beverages or bottled water, you MUST use PEPSI products. As an additional service to vendors, Pepsi will provide a truck for product storage. Pepsi products pricing must conform to the organizer's pricing schedule.

PAYMENT IN FULL IS REQUIRED AT TIME OF APPLICATION. A 50% FEE WILL BE CHARGED FOR CANCELLATIONS. NO REFUNDS WILL BE MADE FOR CANCELLATIONS AFTER May 28th, 2020.

Please note that space is limited and registration is subject to committee approval. Payment in full is refundable if application is not accepted.

AGREEMENT: Sign and return this form with your payment. Food vendors must include proof of current liability insurance coverage. Please make check payable to Oregon Area Chamber of Commerce. No application will be accepted without payment in FULL. Verbal reservations cannot be guaranteed.

I hereby make application for vending / stall space at the 2020 Oregon WI Summer Fest as described within.

I have read & agree to abide by the terms on the back of this application, the addendum on Vending Policy and with the laws of Dane County.

Signed: _____ Check/ Money Order (Circle One)

Name: _____ Title: _____

Date: _____ **Remember to include complete product list.*

Make and retain a copy for your records. Return original signed copy to: Oregon WI Summer Fest • 117 Spring St. Oregon, WI 53575. If you have any questions call Judy Knutson at (608) 835-3697 or (608) 444-3436.

OACC Use Only: Date Received: _____ Size of Booth: _____ Amount Paid: _____
 Check Number: _____ Space Reserved: _____ Application Rejected Y N Initials: _____

Terms and Conditions of Contract for Oregon WI Summer Fest Vendors

1. Liability

Vendor agrees to indemnify and hold harmless The Oregon Area Chamber of Commerce (OACC) its principals, agents, officers and employees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Vendor's agents, employees, invitees, contractors, or guest which occur in or about the Vending Space. Vendor agrees to use and preoccupy the Vending Space at Vendor's own risk, and hereby releases OACC, its agents, officers, employees and invitees from all claims for any damage, loss or injury to persons or property to the full extent permitted by law occurring in or about the Vending Space, including, but not limited to damages, resulting from the acts of other Vendors, theft, vandalism, fire and other casualty damage or damage arising from any defects in the premises.

2. Space Assignments

OACC will assign booths in all cases; however, in every case the vendor's choice will be honored based on the special needs and compatibility of other vendors. OACC reserves the right to rearrange or renumber the site plan and relocate any Vending if it appears for the general good of all exhibits.

3. Installation of Exhibits

Vendors must arrive at the site on 2-3 hours before your scheduled operation hours. Your booth must be functional and open at contracted time.

4. Dismantling of Vendor Space

Vendor shall not dismantle or remove any portion of its booth prior to 7:00 pm on Sunday, June 21, 2020. The entire exhibit and all of Vendor's property must be removed from the premises by 11:00 am, Monday, June 22, 2020 to allow for final clean-up by the organizer's cleaning crew. Vendor is responsible for the control and maintenance of the Vending Space during the entire term for which the Vending Space is used by the Vendor. Area shall be returned to OACC in its original condition, and Vendor agrees to reimburse OACC for any cost or expense incurred by OACC in cleaning up or repairing damage to site.

5. Vending Space

One 110 volt electrical and water hookup are provided. Exhibits will not exceed dimensions on contract without prior consent. Vendor may construct a semi-permanent booth that will not damage the site. Vendor may not vend any material deemed offensive or objectionable, in the reasonable opinion of the OACC, to the adjacent or surrounding Vendors, or to the festival as a whole.

6. Vending hours

Vendor shall maintain a responsible individual(s) in the vending space at all times during vending hours. Vendor has option to sell during extended hours at own discretion. Vendor shall be responsible for the conduct of any employees, agents, visitors or guests in or about the Vending Space. Vendor shall cause all such employees, agents, visitors or guests to be familiar with all rules governing Vendors.

7. Compliance with Law

Vendor, agents, employees, or assigns shall comply with all rules, regulations and requirements of the Oregon Fire Department, the Oregon Police Dept., the Health Department of Dane County or any governmental entity having jurisdiction over the premises. Vendor may be required at OACC's sole option to immediately cease its operations and vacate the Vending Space if Vendor's operation thereof, or the conduct of its agents, employees, or assigns should be found to be in violation of any such lawful requirements.

9. Use of Vending Space

a.) No sound system, musical instruments, noise makers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may be used; b.) Vendor may not conduct a registration for a drawing of any kind without the prior consent of OACC; c.) No demonstrations, trophies, decorations, portals, fountains, signs, banners, advertising matter or exhibits of any kind or character will be allowed in the aisles or public passageways or attached to the tent walls or posts. (Areas outside of vending space); d.) General distribution of brochures, pamphlets, leaflets, flyers, newspapers, magazines or other literature or promotional materials of any kind or character is prohibited unless authorized by OACC. Non-compliance is subject to immediate dismissal and forfeiture of application fee; e.) Vendor agrees not to use the vending space for any political or religious purpose; f.) Solicitation of funds for any political corporation is strictly prohibited; g.) Vendor agrees not to place any item or merchandise outside of the designated Vending Space; h.) OACC, at its discretion, reserves the right to assign Vendors to the best space available, and to make shifts in location as deemed necessary; i.) No display space shall be sublet. No exceptions; j.) All food Vendors must be insured for liability and provide proof of coverage before set-up will be allowed. In all cases, food vendors wishing to insure their goods must do so at their own expense. OACC is not liable for any claims for theft, damage, or injury in conjunction with the Vending Space.

10. Removal of Exhibits by OACC

OACC reserves the right to prohibit any Vending (i) which, in OACC's reasonable judgment may detract from the general character of the festival; (ii) if the business or exhibition carried on by the Vendor or the manner of conducting the same is not as represented at the time of making the Contract or is not in keeping with the traditions or character of the festival; (iii) if the Vendor was entered under false pretenses; (iv) if the Vending is in violation of any of the rules governing Vendors; (v) Vendor displays or offers for sale any illegal drug-related items or paraphernalia. If an Vending is prohibited under the terms of this paragraph or because of a violation of any of the terms hereof, OACC shall have the right, but not obligation, to remove the Vending or any banner, advertising matter or other property of the Vendor situated within or about the Vending Space, but such removal shall in any event be at the cost and expense of Vendor, and Vendor shall immediately reimburse OACC for any cost or expense incurred in removing Vendor's Vending or portion thereof. Under such circumstances, Vendor shall not be entitled to a refund of monies paid to OACC under the terms of the Contract.

11. Safety Rules

a. Vendors shall take all necessary precautions for the safety of their personnel, other vendors and all other persons upon the premises and shall comply with all applicable provisions of federal, state and municipal safety laws, building codes and ordinances to prevent accidents or injury. All decorations of papers, corrugated paper, crepe paper, drapes and all cloth must be flame proof to meet the standards of the Oregon fire department. OACC festival management shall rule upon any questions, disputes or problems which may arise pertaining to matters specifically covered and agreed upon in the foregoing paragraphs of the contract and such rulings shall be binding upon all interested parties. Each ride, concession or booth must have its own fire extinguisher that has been annually maintained.

12. Electrical Appliances

Any electrical appliances used shall comply with UL safety standards.



Addendum: Summer Fest Vending Policy

Oregon Area Chamber of Commerce

Effective July 22, 2008 (Modified April 15, 2009)

- 1) **Free Sampling Policy:** In order to facilitate this mechanism as a way for businesses to market new/current products, the board is inclined to issue a directive to the 2009 Summer Fest Planning Committee to determine a block of hours, somewhere between Thursday to Sunday evening, not to exceed 4 hours, where free samples may be given by all vendors present and whom have paid their vendor fees. Further, if a vendor chooses to participate in this free sampling timeframe, they will indicate to the Summer Fest Planning Committee their plan for doing so, product to be given away for free, amount of such per serving, etc. The Summer Fest Planning committee will have final discretion on whether to “approve”, “deny” or “modify” the vendor’s plan for free sampling.
- 2) **Prior Disclosure of Pricing Policy:** Vendors shall fully disclose to the Summer Fest Planning Committee the pricing structure they will be using for their products at Summer Fest. The SF Planning Committee will have final discretion on “allowing”, “denying” or “modifying” the pricing structure based upon negotiation with the vendor’s input.
- 3) **Competing Vendor Product Policy:** ** “Competing Product” is defined as “food that a reasonable person would consider as similar or identical to each other”. If the Summer Fest Planning Committee determines that two or more types of food are a competing product, they will report as such to the Board of Directors. The Board of Directors will then discuss and take a vote to determine if they agree that two or more types of food are a competing product.
 - a) If a member in good standing and a non-member have competing products, the Summer Fest Planning Committee will notify the member in good standing of the non-member’s wish to sell a competing product. Upon such notification, the member in good standing has two choices: i) Inform SF planning committee that they are okay with the non-member also selling the competing product; ii) Requesting from the Summer Fest Planning Committee that the non-member not be allowed to sell the competing product. If the member requests the latter, the Summer Fest Planning committee shall deny the non-member vending rights for the competing product and offer them the option of selling an alternative product that is non-competing with members in good standing.
 - b) If two or more members in good standing apply to sell competing products, all shall be granted the ability to do so. In the instance that this situation arises, the Summer Fest Planning committee will notify all competing members in good standing that other members in good standing will be selling competing products. This notification shall occur no less than 45 days prior to Summer Fest so that the competing members in good standing may choose to proceed, withdraw, or sell a different product.
- 4) **Deadline For Vending Contracts and Payment In Full Of Such: (Modified)** Vendor applications and payment in full are due on the deadline date stipulated on the Application and Contract for Vending Space / Stall. Vendors are encouraged to submit application and payment simultaneously. Vendors will be notified of their acceptance, denial, or request for modification. If a vendor, regardless of member in good standing status or non-member status, does not pay the vending fee in full by the deadline date, other vendors who sell a competing product, regardless of membership status, will be offered the right to sell their product based on the chronological order in which their vendor applications & vendor fees were received.