

VENDOR TO KEEP THIS COPY

Monmouth Business Association
151 Main Street W.
Monmouth, OR 97361
(503) 751-0147

MONMOUTH MUSIC IN THE PARK SERIES VENDOR APPLICATION
TERMS AND CONDITIONS/RULES

The following terms and conditions define the agreement between you as the VENDOR and the Monmouth Business Association. Participating in the Music Series events is contingent on agreeing to, as well as adhering, to these rules:

1. **LAWS, RULES AND REGULATIONS**: All pertinent fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety, including all park regulations, shall be strictly obeyed. The VENDOR agrees to keep all merchandise, chairs and other equipment within the marked boundaries of the booth.
2. **SPACE RENTAL**: The VENDOR will be assigned a space or booth area. Due to last minute changes caused by fire codes, size of event, electrical layout, or for other just cause, the VENDOR may be required to relocate.
3. **CONTENT OF BOOTH/AREA**: The Monmouth Business Association reserves the right to approve the contents and character of all exhibits and reserves the right to prohibit or expel any merchandise that is out of keeping with the character of the event. Adult items, or items not intended for family viewing are not allowed.
4. **RELEASE AND HOLD HARMLESS AGREEMENT**: The request to reserve vendor space constitutes an express contractual agreement between the VENDOR and the Monmouth Business Association and it is understood and agreed that by signing this agreement, I fully release and hold harmless the Monmouth Business Association, and all agents, and employees, from any and all liability for all claims of every nature and kind whatsoever, including death, personal injury, loss, theft, or damages to personal property, whether or not caused by the Monmouth Business Association's own negligence or the negligence of its agents and employees.
5. **INSURANCE**: Vendor is responsible for obtaining its own insurance coverage to insure against theft, fire, smoke, flood or any other loss or casualty.
6. **PAYMENT/CANCELLATION POLICIES**: We accept check or money orders, to be forwarded with the contract. In the event of the need to cancel your booth space reservation, a full refund will be made provided that the cancellation is received thirty (30) days prior to the day of the event. From the 30-day point to the week of the show, a \$5.00 cancellation fee will apply. No refund will be made if cancellation is received less than one week prior to the day of the event.
7. **SIGNAGE**: All signage will be subject to the approval of the Monmouth Business Association. This includes signs indicating a reduction in price. Signs are limited to 8 feet in length X 12 inches high, to hang in front of the table or at the top of the booth. These signs may be removed by the City's Agent in order to maintain a professional appearance.
8. **SALES OF FOOD**: All sales of food must adhere to the Regulations of the Environmental Health Codes. Permits are required through the Polk County Health Department. Anyone handling food must possess a current Food Handlers Card during the operation of your booth. ANY FOOD, SUCH AS COOKIES, CAKE, ETC., PREPARED IN AN UNLICENSED KITCHEN CAN BE SOLD BY POSTING A SIGN STATING, "FOOD NOT PREPARED IN A LICENSED KITCHEN".