



Reedsport/Winchester Bay Chamber of Commerce
 2741 Frontage Road
 Reedsport, OR 97467
 Vendor Coordinator: Phyllis Dever
 (541) 297-6073
 23rd Annual Oregon Divisional
 Chainsaw Carving Championship
 June 15 - 18, 2023
 www.oregonccc.com

2023 Event Vendor Application

Business Name: _____

Contact Name: First: _____ Last: _____

Street: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Website / Facebook Address: _____

Booth Type: Food (____) Craft (____) Collectible (____) Commercial (____)

Describe items for sale or exhibit: **(NOTE: ONLY ITEMS LISTED BELOW WILL BE ALLOWED TO BE SOLD):**
 No beverages can be sold without the approval of the Chainsaw Committee.

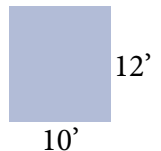
Electrical service required: YES (___) NO(____) Per Plug In \$40 each **(FOOD VENDORS ONLY)**

List requirement needed for electrical service:

Number of 10'X12' spaces needed: _____ (X) \$ _____ amount per space; **(10ft store front)**
 (10' is the total length of your space. If any part of your booth exceeds to 10' limit, you will need to purchase an additional space. This includes the full length of your trailer, including the tongue.)

Add electrical service if needed for \$ _____ amount per space. **(FOOD VENDORS ONLY)**

Total fee = \$ _____



Please make checks payable to: Reedsport/Winchester Bay Chamber of Commerce. If paying by credit card please list appropriate information on page 2 or call the Chamber to pay. There will be NO REFUNDS. Spaces will only be reserved after application and full payment has been received and approved by the Chamber.

NO vehicles are allowed in event grounds during the event without authorized permission by the Chainsaw Committee. VEHICLES MAY NOT BE IN EVENT SPACE AFTER 8 AM

For more information regarding this event please contact Phyllis Dever Vendor Coordinator at (541) 297-6073 or by e-mail at winchesterbayrentals@yahoo.com

FEE SCHEDULE and INFORMATION

23rd ANNUAL OREGON DIVISIONAL CHAINSAW CARVING CHAMPIONSHIP

DATE: Thursday June 15th - Sunday June 18th (Father's Day)

APPLICATION DEADLINE: May 1, 2023

LOCATION: 313 Rainbow Plaza, Reedsport, Oregon

If you are coming in Hwy 38, turn right before the U.S. Post Office. If you are coming from Hwy 101, turn left right after the U.S. Post Office. The event will be in the large gravel parking lot to the right.

BOOTH SIZE: 10ftX12ft (10' Selling Front)

VENDOR SPACES: (Circle One)

Cost for Non Chamber Members

Food/Wine/Beer Vendors \$150.00

All other vendors \$100.00

Cost Reedsport/Winchester Bay Members

Food/Wine/Beer Vendors \$125.00

All other Chamber vendors \$ 75.00

Additional space for all vendors: \$100.00

ELECTRICITY: \$40.00/Space (Bring Your Own 200 ft. Extension Cord- must be in excellent condition. Please bring electrical tape to tape down cord) **FOOD VENDORS ONLY**

SET-UP TIME: Wednesday, June 14th 12:00pm to 6:00pm.

TAKE DOWN: All vendors must be off site immediately following event once it is safe to do so.

NO vehicles allowed in Event grounds during Event (without authorized permission by the Chainsaw Committee)

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PAYMENT INFORMATION:

Enclosed is a check or money order # _____ for \$_____ payable to the Reedsport/Winchester Bay Chamber of Commerce. **PLEASE DO NOT SEND CASH.**

----OR----

Enclosed is \$_____ to be paid by credit card **(You may also call to pay by credit card over phone)**

Card # _____ V CODE _____ Expiration Date: _____

(Note: V CODE is the last 3 #'s on back of card following the credit card number)

Card Holder's Name (as it appears on the card): _____
(Please print)

Card Holder's Billing Address: _____
Street / PO Box City State Zip Code

Authorized Signature: _____

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2023 Douglas County Worker's Compensation Form (ORS 656)

Any person who provides labor for compensation and does not qualify for an exemption is a subject worker. Non-subject workers are defined in ORS656.027. Participant is required to provide proof of workers' compensation insurance or to certify that subject workers are not employed for any Reedsport/Winchester Bay Chamber of Commerce 2023 events. Completion of this certificate is REQUIRED as a condition of obtaining a special use permit for any Event that takes place in Douglas County. This requirement is imposed by the Douglas County Council.

Part 1 *Everyone must fill out this section*

Name: _____ Phone Number: _____

Mailing Address: _____

City, State, Zip: _____

Business or Organization Name: _____ (if applicable)

Part 2 *Sign here if you have no employees working with you at this event*

I, as Participant, and for the Organization, if any, named above, certify that I will NOT employ workers to perform labor at any Reedsport/Winchester Bay Chamber of Commerce 2023 events.

(Vendor Signature)

(Date)

Part 3 *Sign here if you have paid employees working with you at this event*

Subject workers will be employed to perform labor at Reedsport/Winchester Bay Chamber of Commerce 2023 events. I have instructed my insurance agent to furnish proof of the required insurance coverage to the Reedsport/Winchester Bay Chamber of Commerce, 2741 Frontage Road, Reedsport, OR 97467. I understand that proof of insurance must be received prior to the Event.

(Vendor Signature)

(Date)

This page must be returned with application

**REEDSPORT/WINCHESTER BAY CHAMBER OF COMMERCE
2023 EVENT VENDORS
TERMS AND CONDITIONS**

AUTHORITY OF REEDSPORT/WINCHESTER BAY CHAMBER OF COMMERCE: The Reedsport/Winchester Bay Chamber of Commerce (The Chamber) and its event committees will administer all 2023 event vending permits. This permit is subject to the following terms and conditions:

1. **REFUNDS. THERE WILL BE NO REFUNDS.**
2. **USE OF ASSIGNED SPACE (the "Booth").** No vehicles allowed in booth space. Participant may not display, sell and/or attempt to sell any items of drug paraphernalia; any item displaying obscenity or profanity; any item that is sexually explicit or displays excessive nudity; or any item tending to excite racial disharmony.
 - a. Participant may use the booth space assigned by the Committee to sell only the items described in the permit application. Participant accepts the booth space in the condition existing at check in. The Chamber is not obligated to make any improvements to the booth space for the Event.
 - b. Participant shall not make any alterations to the booth space without the written approval of the Chamber. Participant shall take reasonable precautions to prevent damage to the booth space. Stakes, spikes or other devices shall not be driven into the pavement. Participant shall be responsible for and shall compensate Chamber for damage that is caused by the negligence or other wrongful acts or omissions of Participant, or their employees or agents.
 - c. Participant shall keep the booth space reasonably clean during the Event and afterward place all trash generated by the Event in receptacles provided in the Event area. All cardboard must be broken down before being discarded.
 - d. Participant shall remove from Vendors area their furniture, appliances, supplies, signs, and other personal property used at the Event and surrender the booth space to the Chamber in the same condition as received no later than midnight day event.
3. **FOOD AND BEVERAGES.**
 - a. No person or entity may serve food or beverages at the Event for consumption by the public without a temporary restaurant license as required by ORS 642.025 or a temporary benevolent restaurant license as required by ORS 624.028.
 - b. Information about the required license may be obtained from the Douglas County Department of Health, 621 Madrone, Roseburg, Oregon 97470. The telephone number from within Oregon is 1-800-234-0985, extension 3571; from outside Oregon it is 541-440-3571.
 - c. No alcoholic beverages can be sold without the approval of the Chainsaw Committee.
4. **COMPLIANCE WITH LAWS.** Participant shall comply with all federal, state, and local statutes, regulations, administrative rules, codes, and ordinances that apply to the Event, including the City of Reedsport ordinance.
5. **WORKERS' COMPENSATION.** Every participant MUST return the Workers Comp form. Participants who employ subject workers to perform labor at the Event are subject employers as defined in ORS 656.005 and shall comply with ORS 656.017. Douglas County requires that we provide them with a signed statement from every participant in the Event. If you will have hired workers, you must fill out Part I and Part III of the enclosed form. If you will NOT have hired help, you must fill out Part I and Part II of the enclosed form and return it to us with your application.
6. **INDEMNIFICATION.**
 - a. Participant, and Participant's officers, employees, and agents are not officers, employees, or agents of the Chamber as those terms are used in ORS 30.260 to 30.300. Participant shall defend, indemnify, and hold harmless the Chamber, and their officers, employees, and agents from claims, actions, damages, judgment, and other expenses and liabilities ("claims") arising out of injury to any person or damage to property caused in part or entirely by the activities of Participant, or Participant's officers, agents, or employees or any hazardous condition at the Booth. Participant will not be responsible for claims resulting solely from the negligence of the Chamber, or Chamber officers, employees, or agents, or latent hazardous conditions.
 - b. This section merely allocates risk between the Chamber and Participant. It cannot be construed to diminish any liability insurer's obligations or to waive contribution or indemnity from other persons or entities.

7. **LIABILITY INSURANCE. (FOOD VENDOR ONLY)**

- a. Participant shall, at its own expense, at all times while Participant is using the Booth, maintain in force a commercial general liability insurance policy that covers claims arising out of the Event. The amount of coverage must be equal or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage.
- b. Liability coverage must be provided on an "Occurrence" basis. "Claims made" coverage will not be acceptable. The Reedsport/Winchester Bay Chamber of Commerce, 2741 Frontage Road, & The City of Reedsport 451 Winchester Ave Reedsport, Oregon 97467 shall be named as Certificate Holder and Additional Insured.
- c. Your Insurance Certificate must be mailed along with your Application – or be received soon thereafter. You may NOT wait to bring the certificate with you to the event. This is for your own benefit because it allows time to correct any mistakes on the Certificate. Vendors who are required to provide a Certificate of Insurance will NOT be allowed to set up until a correct Certificate has been received. If you do not provide a correct Certificate prior to the show you will NOT be allowed to set up at the 2023 Oregon Divisional Chainsaw Carving Championship event and you will NOT be given a refund for your space fee.

8. **REMEDIES.**

- a. Time is of the essence for this Permit. If Participant fails to comply with any material conditions of this Permit, or if Participant does not take prompt action to rectify a failure to comply with this Permit or a supplemental agreement, the Chamber may immediately terminate this Permit; eject the Participant from the Event; exclude the Participant from future Events; retain Participant's fee as liquidated damages; or enforce any remedies available to Chamber under Oregon law.
- b. The above stated remedies are cumulative. The exercise of one remedy by the Chamber will not impair any other remedy. Any litigation concerning this permit will be conducted in circuit court or district court of the State of Oregon for Douglas County.

9. **WEATHER AND SECURITY.** All booth space is located outside with little protection from wind and rain. Participant must keep in mind that Event area is on the coast and that weather conditions can change quite rapidly. Participant is advised to be prepared for all types of weather. Bring weights for canopies.

10. **RUBBISH CONTROL DURING THE EVENT.** Dumpsters are provided in the Event area for use by Participant to dispose of Event created rubbish. Each food vendor shall provide a suitable trash container at their booth, police the area around this container, and empty it as required. **CARDBOARD BOXES MUST BE BROKEN DOWN PRIOR TO DISPOSAL.**

11. **EXTENSION CORDS.** Participant must provide all required extension cords. When more than one cord is used all connections shall be taped or otherwise sealed to provide waterproof protection. Use only heavy-duty cords. As a word of caution, worn, frayed, or improperly insulated extension cords will trip the GFI circuit breakers. Bring a 200 ft heavy duty cord.

12. **EARLY ARRIVAL.** Camping is not allowed at Vendor area. If you need to camp during the event arrangements must be made with the Chamber. Contact the Chamber if you need special arrangements.

13. **CHECK IN.** Assigned space numbers will not be given prior to check in. Committee members will be available at Vendor's area during set-up time. Please see attached Fee Schedule for set-up times.

14. **HOURS OF OPERATION.** Closing your booth before the specified time or leaving the Event early will be grounds for exclusion from the Event the following year. Participants may open earlier or remain open later if they so choose – but, you must be open by 9:00 am daily and remain open until the ticket booth closes for the day.

15. **TIPS ABOUT THE APPLICATION.**

- a. Your application is a contract. Please type or print the required information. When an item is not applicable indicate that fact by entering n/a.
- b. If you share the cost of booth space with a participant who is not a member of your immediate family, we require an application from both parties. This procedure serves two purposes, (1) We know who the participants are, and (2) The other person's name is added to the Event mailing list. Additional application(s) will be sent upon request. DO NOT use reproduced copies.

c. Participants desiring to be near each other should try to have both parties indicate this fact on their application. Please use the other vendor's full name.

16. **CONFIRMATION OF ACCEPTANCE.**

17. **WHAT TO SEND:**

- 1) The completed permit application.
- 2) The workers' compensation certificate - EVERY vendor is required to return this form.
- 3) Payment in full
- 4) Signed Terms & Conditions.
- 5) Current Certificate of Liability Insurance. (Food Vendors Only)
- 6) Signed Code of Conduct
- 7) Signed Waiver of Liability and Hold Harmless Agreement

18. **A REMINDER ABOUT INSURANCE.** Instruct your insurance agent to send any required certificates of liability and/or workers' compensation to the Chamber of Commerce at 2741 Frontage Rd | Reedsport, OR 97467. **(FOOD VENDORS ONLY)**

19. **SUPPLEMENTARY CONDITIONS.** Any supplementary conditions shall be in writing and signed by Participant and the Chamber of Commerce.

I, as the Participant, and for the Organization, if any, named above, have read and agree to the conditions set forth in the Terms and Conditions of Reedsport/Winchester Bay Chamber of Commerce 2022 Event Vendor application which I have retained for reference. The undersigned certifies that he/she has the authority to accept and sign this application.

(Vendor Signature)

(Date)

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CODE OF CONDUCT

The Reedsport/Winchester Bay Chamber of Commerce hereafter called The Chamber is committed to conducting its business affairs in a socially responsible manner. The Chamber expects a commitment to legal compliance and ethical business practices by all of its event vendors. This Code of Conduct shall apply to all participants of Chamber events.

STANDARDS

A. LEGAL COMPLIANCE: Event vendors must comply with all applicable legal requirements in conducting business related to sales. Event vendors must comply with any lawful and reasonable direction given by a Chamber Representative.

B. ENVIRONMENTAL COMPLIANCE: Event vendors will be committed to the protection and preservation of the local environment and conduct business accordingly.

C. COMPLIANCE WITH ETHICAL PRINCIPLES: Event vendors will be committed in the conduct of their business to a set of ethical standards, which include, but are by no means limited to honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being. Event vendors are expected to act with integrity during the course of relationship between the Chamber and your Company. The Chamber also expects that event vendors will not provide false or misleading information to anyone.

D. FAILURE TO COMPLY: If any event vendor or others acting on behalf of the event vendor or it's business fails to comply with the Code of Conduct, The Chamber will decide an immediate course of action including but not limited to; dismissal from event without reimbursement of previously paid funds, exclude from future participation in events, and legal proceedings that best protect The Chamber and others in attendance from personal injury, harassment, or damages.

E. AGREEMENT TO COMPLY: The Chamber acknowledges your agreement to this Code of Conduct upon your payment of fees associated with the participation of Chamber events.

(Vendor Signature)

(Date)

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WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to join the Reedsport / Winchester Bay Chamber of Commerce for the Oregon Divisional Chainsaw Carving Championship, (hereinafter the "ODCCC") I, on behalf of myself and any persons for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates and requirements.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in the ODCCC.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the ODCCC and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any persons for whom I have the capacity to contract) ODCCC, their owners, officers, directors, agents, employees, contractors, partners and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result of my being on the premises and participating in the ODCCC.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgements, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Oregon. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ODCCC. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral presentations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same.

(Signature)

(Date)

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