

J A Z Z S O C I E T Y O R E G O N

# 2023 Craft Vendor Application 43rd Annual Cathedral Park Jazz Festival July 14-16, 2023 Cathedral Park, Portland, Oregon

The Jazz Society of Oregon is a 501(c)(3) non-profit organization dba Cathedral Park Jazz Festival (CPJF).

Applications from **Craft Vendors** will be open until June 1, 2023. Artists and makers of custommade products made in Oregon are preferred. No beverages, ice cream products or other items that fall into the Single Item Food or Full Menu Food categories may be sold in the Craft area.

Businesses wishing to engage with festival attendees without selling products directly may contact our sponsor director <u>https://jazzoregon.org/become-sponsor</u>.

Craft Vendor booth spaces are 10' wide by 10' deep with features no taller than 10'. No power outlets will be offered. Battery operated lighting is recommended for evenings. No canopy or booth furnishings will be provided by the festival.

Payment in full of \$300 is due from Craft Vendors upon acceptance of application.

## **CRAFT VENDORS:**

Booth Name and/or Company Name:			
Contact Name:			
Address:	City:	State:	Zip:
Office Phone:	Cell Phone:		
Email:	Website:		

Social Media Presence:

#### **Product Category**

$\square$ Accessories/Jewelry $\square$ Art/Books and Zines/Music $\square$ Bath and Beauty $\square$
Candles $\square$ Ceramics and Pottery/Glass/Woodworking $\square$ Clothing $\square$
Crochet/Embroidery/Knitting/Needlecraft $\square$ Dolls and Miniatures $\square$ Furniture $\square$
Holidays/Weddings Housewares Paper Goods Patterns $\square$ Plants $\square$
Quilts Toys Vintage Everything Else

Description of your products:

Price range of your products:

Attach photos of your products to this document.

#### Dates & Times:

Vendors may access to the event venue location during the following times:

	Set-up Hours	<b>Business Hours</b>	Tear-down Hours
Friday, July 14, 2023	11:00 am – 4:30 pm	4:30 pm – 10:00 pm	
Saturday, July 15, 2023	9:00 am – 1:00 pm	1:00 pm – 10:00 pm	
Sunday, July 16, 2023	9:00 am – 1:00 pm	1:00 pm – 8:00 pm	8:00pm - dusk

Food service may only be closed down prior to festival closing hours if prior arrangements were made with the Vendor Coordinator. Times may be adjusted by the festival to comply with City and Park permits for the event.

#### **Payment Information:**

Payment must be received by June 15, 2023. If your fee is not received by this date, your vendor space at the CPJF will be canceled. There will be a \$35 processing fee added to the total amount due for any checks returned for "Non-Sufficient Funds."

Please send a check for your Vendor fee to: Jazz Society of Oregon Cathedral Park Jazz Festival, PO Box 19882, Portland, OR 97280.

### Cancellation Policy:

All cancellations must be received in writing by June 29, 2023. If you cancel by this date, you will receive a full refund. Cancellations received after June 29, 2023 will not receive a refund.

## **Application Process:**

Complete this Application and submit by mail to

The Jazz Society of Oregon Cathedral Park Jazz Festival PO Box 19882 Portland, OR 97280

Or submit by scanning and emailing to <u>carol.cpjfvendors@gmail.com</u> no later than June 1, 2023. Once a Vendor is selected, booth fees must be paid by June 15, 2023. Accepted Vendors will not be part of CPJF until they have been notified of approval by CPJF, have provided proof of insurance, met all applicable City of Portland license requirements, and paid Vendor fees in full.

## **Booth Set-up and Tear Down:**

Vendors are required to check in with the vendor coordinator at the corner of N Crawford Street and N Pittsburg Avenue. You will then be directed to your booth space. Vendor spaces are assigned by the vendor coordinator in advance.

You may not begin tearing down your booth until 8:00pm on Sunday night and, as a public safety measure, no vendor vehicles will be allowed back onto the grounds prior to 8:30pm. Vendors shall leave the location free from trash and in similar condition that it was in before the vendor was there. Vendors will refrain from making any undue environmental impact and damage to natural areas.

#### Set-up Materials:

All vendors are required to provide their own materials to furnish their booth. This includes tables and chairs inside the booth, a canopy with sides that can be closed after hours, trash and recycling bins. Booths must always be kept clean and orderly. Vendor agrees to maintain their assigned area including their booth, tents, shade structures, and shall be subject to inspection of their vending area. Vendor agrees to correct deficiencies when instructed.

#### **Booth Restrictions:**

Each vendor must stay within their designated area. Roving sales are prohibited. Booth attendants must be 16 years and over unless accompanied by parent or guardian. There will be no loud, distracting music, noise or sound amplification used by the vendor at the event.

#### Vehicles & Parking:

Vendor vehicles are only allowed inside the craft area during set-up hours and once all the festival attendees have exited the park each night. Absolutely no vendor vehicles will be allowed inside of the craft area during business hours. A copy of proof of your vehicle insurance must be provided upon check-in, you will not be allowed to drive into the grounds without proof of insurance. All vehicles, regardless of their use, must have a CPJF vehicle pass in the front windshield when on park property. Vehicles without a CPJF pass may be cited and towed at the owner's expense with no additional warning. The pass may not be altered or obscured in any way or it will be considered invalid.

Vendor acknowledges that trailers which have been dropped (no engine or ability to move unless hooked up to an off-site cab) must be shown on the site plan and will not require a vehicle pass while on site. Vendor agrees to place trailers only at designated locations.

#### **Environmental Impact:**

Vendor agrees that this is an eco-friendly event. All vendors are encouraged to use compostable, biodegradable products to vend items.

CPJF will provide recycling stations near the vending area for festival attendees to use. Vendors agree to remove their own garbage and recycling each day. Vendor booth wastes will not be placed in any Festival garbage collection container.

Grey water must be disposed of in the designated grey water tank or personally removed from the grounds. Dumping on the ground or in storm drains will result in expulsion from the Festival with no refund of fees.

Vendor agrees not to leave waste products on site, dump ice on the grounds, or fail to remove all trash. Vendor further agrees that upon vacating their booth space all trash and other droppings will be completely removed. No waste, containers, or supplies resulting from their operation will remain. **A Drobox located on N. Crawford Street is for Vendor booth trash.** 

#### Accommodations:

Vendors must secure their own accommodations each night. Please visit our website for local hotel accommodations.

#### Security:

CPJF will provide security Friday, July 14<sup>th</sup> through Sunday, July 16<sup>th</sup>, 2023. Though security is provided, the CPJF will not be responsible for articles lost by fire, theft, or mysterious disappearance. Vendors agree to keep their equipment, including (without limitation) all vehicles, fixtures, and products fully insured against fire, damage, destruction and theft and shall exclusively bear any other risk of loss or repair. Please report any thefts to CPJF Officials as soon as possible.

**Indemnity:** To the fullest extent permitted by law, Vendor shall hold harmless, defend at its own expense, and indemnify the City of Portland, Jazz Society of Oregon (JSO) dba Cathedral Park Jazz Festival (CPJF), their officers, employees, agents, and volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Vendor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the City of Portland's or JSO's sole negligence or willful acts.

**Insurance:** Vendor agrees to have and maintain the following policies and coverage amounts per occurrence, accident, or claim: Commercial General Liability \$1,000,000; Workers' Compensation statutory limits; Employer's Liability (EL) \$1,000,000; and Business Auto Coverage Form \$500,000. Vendor will add the "City of Portland" and "Jazz Society of Oregon dba Cathedral Park Jazz Festival" as "Additional Named Insureds" under Vendor's insurance policies for covered claims arising from Vendor's work or activities on JSO's behalf. All policies, endorsements, certificates, and/or binders shall be subject to approval by Jazz Society of Oregon dba Cathedral Park Jazz Festival ("JSO") as to form and content. These requirements are subject to amendment or waiver only if approved in writing by JSO. Vendors are required to provide proof of insurance coverage which must accompany the Vendor's application. Proof that the City of Portland and JSO have been named Additional Named Insureds must be submitted to JSO no later than one week prior to the Event. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement. Vendor exclusively bears the costs of all insurance and for all risks of loss to their equipment before, during and after the event.

#### Licenses:

Vendors of CBD products MUST comply with all City of Portland, Multnomah County and State of Oregon rules and regulations always and secure all necessary permits required to operate.

<u>For permit information contact:</u> Multnomah County Environmental Health <u>https://multco.us/services</u> 847 NE 19<sup>th</sup> Ave, Suite 350 Portland, OR 97232 503-988-3400

The Health Department will inspect your booth for compliance prior to opening on Friday, July 14th. Craft Vendors may not use propane. Booths must have their CPFD approved fire extinguishers in plain sight.

#### Weapons:

For public safety reasons Firearms, Weapons and Destructive Devices, as these items are defined by OAR576-065-000, ARE PROHIBITED FROM THE FESTIVAL GROUNDS.

The Parties agree that this Agreement shall not create or imply a partnership, or employeremployee relationship or joint venture between them. At no time shall either Party represent itself as being associated with, or as the agent of the other, and shall take such steps as are reasonably necessary to prevent third parties from inferring or believing that either Party is the agent of the other.

This Agreement shall be interpreted according to the laws of the State of Oregon. The parties agree that exclusive jurisdiction and venue of any actions arising out of this Agreement, or relating to the breach or enforcement of the terms of this Agreement, shall be in the Courts of Multnomah County of the State of Oregon, or the United States District Court for the State of Oregon.

If either Party is required to seek legal assistance to enforce any provision of this Agreement, the non-prevailing Party, as determined by an applicable court of law or arbitrator, agrees to pay all of the prevailing Party's reasonable court costs and attorney's fees incurred, including those related to any appeals.

No alteration, modification, amendment, addition, deletion, or change to this Agreement shall be effective or binding unless such alterations, modifications, amendments, additions, deletions or changes are properly executed in writing by both Parties. No waiver of any breach shall be deemed a waiver of any subsequent breach. If any provision of this Agreement is declared invalid or otherwise unenforceable, then the other provisions shall not be affected and shall continue in full force and effect.

I have completely read and understand the Cathedral Park Jazz Festival 2023 Craft Vendor Application and the accompanying 2023 Vendor Rules, Regulations & Information. I certify that all information I have provided in this application is accurate to the best of my knowledge.

By signing this agreement, I agree to participate at the Cathedral Park Jazz Festival 2023 RAIN or SHINE.

Business Name:	Date:		
Signature:	Printed Name:		

Vendor application accepted and approved for participation by:

CPJF vendor coordinator:

Signature	Date:
JSO Treasurer	Date:
For CPJF USE:	
Concession Vendor Contract Completed	Copy of Insurance
Contract Accepted, signed, and returned to vendor	Copy of Business license received
Booth Fees Paid	
Products Approved	