

The Jazz Society of Oregon's Cathedral Park Jazz Festival 2019

Concession Vendor Contract

July 19-21, 2019
Cathedral Park – Portland, Oregon

This is an Event Concession Vendor Agreement between the Jazz Society of Oregon, a 501(c)(3) non-profit organization doing business as Cathedral Park Jazz Festival (CPJF) and the vendor listed below.

Company Name: _____ Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Office Phone: _____ Cell Phone: _____

Email: _____ Website: _____

Booth Size:

Standard booth size is 12' wide x 15' deep with features no taller than 10'. The Food Vendor Fee is \$550 per 12x15 space. Please note that booths over 12x15 will be charged for additional space needed, accordingly.

Please list the size and type of booth (food cart or pop-up tent): _____

Application Process:

Complete this application and submit by mail (Cathedral Park Jazz Festival, PO Box 19882, Portland, OR 97280) or by scanning & emailing to vendor@jazzoregon.com no later than May 10, 2019. **Vendors will not officially be part of CPJF until they have been officially approved and notified by CPJF, have provided proof of insurance and a City of Portland food license and paid their vendor fees. Once a Vendor is selected, booth fees must be paid by June 15, 2019.**

Dates & Times:

Vendors will be given access to the event venue location during the following times:

	Set-up Hours	Business Hours	Tear-down Hours
Friday, July 19, 2019	9:00 am – 3:00 pm	5:00 pm – 10:00 pm	
Saturday, July 20, 2019	9:00 am – 12:00 pm	1:00 pm – 10:00 pm	
Sunday, July 21, 2019	9:00 am – 12:00 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, 2019. 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 check for your Vendor fee to: Cathedral Park Jazz Festival, PO Box 19882, Portland, OR 97280.

Cancellation Policy:

All cancellations must be received in writing by Friday, May 31st, 2019. If you cancel by this date, you will receive a full refund. Cancellations received after Friday, May 31st, 2019 will not receive a refund.

Electricity:

Please list all of your electricity needs below and how you will provide the electricity. A limited amount of electricity may be available from our generator, but that use must be pre-arranged and pre-approved. Any approved vendor using power from the CPJF generator who uses more electrical appliances/lights than arranged for and causes a power outage more than once will be removed as a vendor and the vendor fees will not be refunded. Vendors are responsible for providing their own extension cords that will pass Portland Fire Dept. regulations. If a vendor uses their own generator it MUST be quiet (whisper level decibels), or the vendor will be asked to remove their generator from the festival. YOUR APPLICATION WILL NOT BE CONSIDERED IF YOU DO NOT PROVIDE SPECIFICS REGARDING YOUR ELECTRICAL NEEDS

Menu:

Please attach a copy of the menu you will be serving at CPJF. Include all items you intend to sell and the price – vendors are only allowed to sell food and beverages. We make every reasonable effort to provide a variety of food choices and avoid duplicate food items. If your menu offers an item the same as another vendor item, we will ask that you adjust. If your menu changes after submitting your application, please email a revised menu to vendor@cpjazz.com by Wednesday, July 3, 2019 for sale, we will review your changes and notify you if your menu changes have been approved. Items not listed on your submitted menu will not be allowed to be sold. Additionally, the festival will be setting the retail price for plain bottled water 16oz or less at no more than \$1.00. You may sell larger bottles of water at whatever price you wish.

Booth Set-up and Tear Down:

Vendors are required to check in at the vendor entrance located on N Crawford street and will 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, chairs, a canopy with sides that can be closed after hours, trash & recycling bins, and/or ice. Ice will not be available for purchase at the CPJF, but there are several outlets near the CPJF grounds where ice will be available. The CPJF will provide grey water containers and there is city water available by hose, but have your tanks pre-filled prior to arrival on the grounds. Booths must be kept clean and orderly at all times. Vendor agrees to maintain their assigned area including their booth, tents, shade structures, food cart, or trailer, 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 food area during set-up hours, and once all of the festival attendees have exited the park each night. Absolutely no vendor vehicles will be allowed inside of the food 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 and are encouraged to use compostable, biodegradable products to vend food and concession items. Food Vendors shall make a recycling station available at their vending area to collect recyclable plastics and compost with clearly marked signs. Dedicated dumpsters will be available. Gray water must be disposed of only in Festival provided, designated gray water tanks or personally removed from the grounds - dumping on the ground, or in storm drains, etc., will result in expulsion from the Festival with no refund of fees and charges filed. Vendor agrees not to produce excessive smoke from cooking devices, leave waste products on site, dump ice on the grounds, or fail to remove all trash. Dumpsters will be provided for garbage. **Vendor booth wastes, including all cooking waste and leftovers will not be placed in any Festival garbage collection container. Cooking oils will not be allowed to be disposed of in any Festival receptacles or drop boxes. Wash water only will be poured into onsite Festival provided grey water waste tanks or drums and non-liquid wastes (solids) will be dumped directly into the onsite Festival provided 30 yard drop box.** Vendor further agrees that upon vacating their booth space all trash and other droppings will be completely removed and no wastes, containers or supplies will remain that was a result of their operation.

Accommodations:

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

Security:

CPJF will provide security Friday, July 19th through Sunday, July 22nd, 2019. 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 dba Cathedral Park Jazz Festival (“JSO”), 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; Worker’ 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 so approved in writing by JSO. Vendors are required to provide proof of insurance coverage. Proof of coverage which must accompany the Vendor’s application and 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 for all risks of loss to their equipment before, during and after the event.

Licenses:

Food vendors **MUST comply with all City of Portland, Multnomah County and State of Oregon rules and regulations at all times and secure all necessary permits required to operate your food cart.** Vendors must secure the necessary food licenses PRIOR to set-up and provide proof upon festival check-in.

For permit info contact:

Multnomah County Environmental Health
847 NE 19th Ave Suite 350
Portland, OR 97232

<https://multco.us/services/temporary-food-events>

503-988-3400

The Health Department will inspect your booth for compliance prior to opening on Friday, July 19th. Vendors using propane must show a City of Portland Fire Department (CPFD) Permit. 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.** These items include Firearms, Weapons, and Destructive Devices as these items are defined by OAR576-065-000.

The Parties agree that this Agreement shall not create or imply a partnership, or employer employee 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 2019 Food Vendor Application and the accompanying 2019 Food 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 2019 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

____ Accepted contract signed and returned to vendor

____ Booth Fees Paid

____ Menu Approved

____ Copy of Insurance

____ Copy of Business license received

____ Copy Multnomah Co Temp License