

# Bohemia Mining Days Festival Vendor Contract

P.O. Box 1297  
Cottage Grove, OR 97424  
541-514-1805  
vendors@bohemiainingdays.org

Entered into on \_\_\_\_\_ between **Bohemia Mining Days, Inc.** (hereinafter referred to as BMD) and  
(date)

\_\_\_\_\_ (hereinafter referred to as Vendor.)

(Name of vendor/business/organization)

**BMD and Vendor** shall agree as follows:

For the total fee as calculated herein, Vendor shall provide goods and services as specified in this contract for the duration of Bohemia Mining Days, **July 13-15, 2023**. The hours of the event are: **Thursday 4PM-10PM, Friday & Saturday 10AM-10PM**

For the total consideration as calculated below, Vendor shall provide to BMD and agree to all necessary information as follows herein:

**Type of Vendor:** \_\_\_\_\_

**Booth Size:** \_\_\_ X \_\_\_

**Electrical Need:** (circle) Yes No **Water Need:** (circle) Yes No

**Approved Items:**

Description of approved items listed on Vendor Application:

**Payment Due:** Booth Size Fee: \$ \_\_\_\_\_

Paid \$ \_\_\_\_\_

**Total Due:** \$ \_\_\_\_\_

Agreed to on \_\_\_\_\_ by:

(date)

**Signed:** \_\_\_\_\_ **Signed:** \_\_\_\_\_

Vendor Authorized Signature

John Mead, BMD Vendor Coordinator

**Booth spaces fees, signed contracts and any other required documents are due no later than June 15, 2023.** Space is limited, so prompt payment will ensure your booth space. Space fees are due and payable upon submission of this contract in the form of a check, cashier's check, or money order.

All booths shall be occupied and open for business no later than festival's opening date or booth may be forfeited without refund. Security clears the park quickly on Saturday night so booths are not to be broken down until Sunday, July 16 at 7:00 am, without prior approval. **Please sign contract terms on the last page**

# Bohemia Mining Days Festival

## Vendor Contract

1. Vendor agrees to abide by all applicable laws, ordinances and regulations pertaining to health, fire protection, and public safety. Craft vendors are recommended to have general commercial liability policy of insurance showing onsite coverage and food vendors are required to have proof of general Commercial liability policy of insurance showing onsite coverage.
2. All booths shall be equipped with approved fire extinguisher (multipurpose 2A 10BC minimum rating) where heating device, open flame and electricity are used.
3. Space is limited, and is determined by BMD staff. Vendors are not guaranteed a booth space in the shade nor booth space occupied in prior years.
4. Vendor is responsible for providing the entire contents, decorations, and fixtures needed to complete their booth; including but not limited to: Tent/Shelter, tables, chairs, display racks, etc.
5. Absolutely no drugs or alcohol consumption permitted by Vendors, agents or employees during work hours. All public parks in the City of Cottage Grove are smoke-free, which includes e-cigarettes.
6. **Vendor Check-in begins Thursday, July 13 at 7 am. No early set up or removal without written approval. Vendor booths are expected to remain open for business during festival hours. Hours of Event: Thursday: 4pm – 10pm; Friday/Sat: 10 am – 10 pm.** Vendor agrees to have booth set up and ready prior to the festival's opening.
7. Weather conditions shall not affect the terms of this agreement.
8. Although BMD provides festival security from 4:00pm Thursday to 7:00am Sunday, Vendors, agents and employees of named vendor agree to hold harmless BMD, City of Cottage Grove, Agents, Employees, Volunteers, Sub-Contractors and all others, for any cause, including, but not limited to, theft, damage to said vendor and/or participant. Furthermore, BMD, City of Cottage Grove, Agents, Employees, Volunteers, Sub Contractors and all others shall not be held liable for any loss of sales and/or any loss of customers for any reason whatsoever.
9. Vendor shall keep the booth area in a clean and sanitary condition at all times. Vendor shall be responsible for removing any and all trash from their booth and surrounding area, disposing it in the designated recycling or trash container provided on site.
10. Camping/Staying overnight in booth space is not allowed (except for cultural heritage vendors with prior permission). No camping facilities are provided in or around the park. Vendors are to make their own overnight arrangements. Limited dry RV spaces may be available within three blocks of the venue.
11. Animals are welcome but must be contained in the booth or on a leash. Any disruptive animal must be removed from the premises.
12. Vendors agree to not exceed the designated and paid for booth space. This includes placing merchandise, equipment, or signage on walkways and surrounding the booth. If this occurs, vendors will be charged the next booth size up.
13. There are to be no vehicles parked on site during the event. For safety reasons, all vehicles must leave the park an hour before the event opens on Thursday, July 13, at 4 pm. They will not be allowed back in the park before 7:00 am on Sunday, July 16.
14. There will be no refunds for cancellations after July 1. Late applications will be considered if space is available.

# Bohemia Mining Days Festival Vendor Contract

15. Failure to adhere to any of these obligations and responsibilities will result in immediate termination of the Vendor Contract. In the event that the Vendor Contract is terminated: (1) Vendor shall not be entitled to any reimbursement for application or vendor fees; (2) Vendor agrees not to hold BMD legally responsible for any lost of profits; and (3) Vendor shall cease all business operations at the BMD festival and shall exit the premises as quickly as reasonably possible without interfering with the festival.
16. Vendors agree to not disparage BMD in any way, including its staff, volunteers, or agents.
17. All matters, including those that are not covered in the above conditions, are subject to a final decision by the BMD Festival Coordinator.

**Any authorized BMD representative shall have access to booth spaces at all times. Vendor agrees that all items sold must be listed and described on the vendor application. BMD reserves the right to deny sale of any items not listed on your application. BMD reserves the right to inspect booths for compliance and request vendor to remove any item on display or to be sold that it deems inappropriate for a family focused festival. Vendor shall immediately remove such item(s) from premises or face immediate termination of this contract.**

Signed: \_\_\_\_\_

**Vendor Authorized Signature Date**

**Bohemia Mining Days will attempt to contact vendors with incomplete applications by email, mail or phone.**

**BOHEMIA MINING DAYS does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry) disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include but are not limited to, the appointment to and termination from its Board of Directors, hiring and firing of staff or contractors, selection of volunteers, selection of vendors, and providing of services.**