

BOHEMIA MINING DAYS FESTIVAL – VENDOR RULES

Vendor certifies in their application that these rules and guidelines will be adhered to at all times:

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. 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/or electricity are used.
3. **Space is limited and is determined by BMD staff. Vendors are not guaranteed a booth space in the shade, booth space occupied in prior years, or requested booth location.**
4. Vendor is responsible for providing the entire contents, fixtures, tent/shelter, tables, chairs, display racks, etc needed to complete their booth.
5. Absolutely no drugs or alcohol consumption permitted by Vendors / agents / employees during work hours. All City of Cottage Grove parks are smoke-free, including vaping / e-cigarettes.
6. **Vendor Check-in begins Thursday at 7:00am. 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/Saturday: 10am – 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, its agents, and employees 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, vandalism 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 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 and to demand vendor to remove any item that it deems inappropriate for a family-focused festival.**
10. 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.
11. 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.
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 and/or may be relocated.
13. There are to be no vehicles parked on site during the event. For safety reasons, all vehicles must leave the park by 3:00pm Thursday, and will not be allowed back in the park before 7:00am Sunday.
14. There will be no refunds for cancellations after July 1.
15. Late applications will be considered if space is available.
16. **Failure to adhere to any of these guidelines, rules, obligations and responsibilities will result in immediate termination of the Vendor Agreement. In the event that the Vendor Agreement is terminated: (1) Vendor shall not be entitled to any reimbursement for application or vendor fees; (2) Vendor agrees not to hold BMD responsible for any loss 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.**
17. Vendors and their agents and/or employees agree not to disparage BMD in any way, including its staff, volunteers, agents, employees, or Board Members.
18. All matters, including those that are not covered in the above conditions/rules/agreement, are subject to a final decision by the BMD Festival Coordinator.