



## 2019 - 4<sup>th</sup> of July **Family Fun Festival** FOOD VENDOR CONTRACT

*Come, escape the heat of the valley, and enjoy the cool ocean breeze!*

**GENERAL INFORMATION:** This Festival is sponsored by FUN'D the FOURTH COMMITTEE. Proceeds from the Festival are used for the next year's fireworks display. Please email us at [rediva2012@gmail.com](mailto:rediva2012@gmail.com) for questions or concerns. If needed, you may call us at 541.661.2117. If you need assistance with hotel or campground reservations please contact Brookings-Harbor Visitor and Tour Center at 541.813.2330.

**DATE & LOCATION:** July 4, 2019 from 11-7pm at the Kite Field located in the Brookings Harbor area.

**THIS IS A RAIN OR SHINE EVENT!**

**SET UP:** July 4th from 8am to 10am unless otherwise arranged with us.

**TEAR DOWN:** After 7pm July 4<sup>th</sup>

**VENDOR FEE:** Flat Rate- 10x10 booth \$50, up to a 10x26' food truck \$100

Electrical service is available. *Vendor must supply outdoor commercial rated electrical cord.*

2 Parking passes will be issued. They must be on car your dash to enter and remain on your car dash to avoid towing.

**MUST BE PAID IN FULL by JUNE 1, 2019**

Make check payable and return to: FUN'D the FOURTH  
c/o Brookings – Harbor Visitor Center  
PO Box 1103  
Brookings, Oregon 97415

**Please return both pages of this completed contract with your check and please type or print legibly**

OWNER/CONTACT PERSON: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: STATE: ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FACEBOOK/WEBSITE: \_\_\_\_\_

TYPES OF FOOD:

TYPE OF ELECTRICAL SERVICE NEEDED:

# 2019 FOOD VENDOR RULES

VENDOR hereby contracts with FUN'D the FOURTH COMMITTEE for space at the Family Fun Festival at the Kite Field in the Brookings Harbor as follows:

1. VENDOR agrees to use and pay for food booth space as described. VENDOR agrees to accept space assigned and will not sub-let to anyone else.
2. Neither the FUN'D the FOURTH COMMITTEE and the PORT OF BROOKINGS-HARBOR will be responsible for any injury which may arise to VENDOR, their employees, agents, guests or customers; or for the loss, theft of or damage to any food, display, merchandise, samples or vehicle from any cause whatsoever while in transit to or from, or while participating in the Festival. By executing this contract, VENDOR agrees absolutely and irrevocably to waive and release any claim it may have against the, FUN'D the FOURTH COMMITTEE and the PORT OF BROOKINGS-HARBOR their officers, officials, agents or employees.
3. When ACTS OF GOD or any other causes not within the control of the FUN'D the FOURTH COMMITTEE and the PORT OF BROOKINGS-HARBOR make it impossible for the VENDOR to occupy the Festival premises, then in such case the FUN'D the FOURTH COMMITTEE and the PORT OF BROOKINGS-HARBOR, their officers, officials, agents or employees are jointly released from any and all claims for damages which may arise as a consequence thereof.
4. The VENDOR also agrees to the following conditions of this contract:
  - a. Set-up on July 4<sup>th</sup> from 8am-10pm unless otherwise arranged with us. Teardown July 4<sup>th</sup> after 7pm.
  - b. Individual generators may be used but we will have power available at no cost.
  - c. Only food specified in contract may be sold.
  - d. The VENDOR agrees to use qualified labor at all times.
  - e. The FUN'D the FOURTH COMMITTEE and the PORT OF BROOKINGS-HARBOR shall be entitled to close an exhibit at any time for failure of VENDOR to perform, observe and comply with any term set forth in the contract.
  - f. VENDOR shall not be entitled to a refund or any part of any fee should he/she, for any reason, be unable to participate after acceptance after June 1, 2019.
  - g. If for any reason the FUN'D the FOURTH COMMITTEE and the PORT OF BROOKINGS-HARBOR determines that the location of the Food Vendors should be changed, FUN'D the FOURTH COMMITTEE and the PORT OF BROOKINGS-HARBOR reserves this right.
  - h. All pertinent laws, ordinances and regulations pertaining to health and public safety shall be strictly observed.
  - i. Food VENDOR shall have appropriate license, insurance and local health department permit. Questions? Contact Karen Larson at [larsenk@co.curry.or.ur](mailto:larsenk@co.curry.or.ur) or 541-347-3387.
  - j. VENDOR will cooperate by keeping Food Vendor area clean.
  - k. Overnight security is not provided. As an exhibitor, you understand there is always a risk in public places.
  - l. The number and type of food vendors is limited to allow for a quality event and reduce competition. Failure of a vendor to show diminishes the success of our event. VENDOR runs risk of not being asked back if they do not show for Festival or leave early.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED: \_\_\_\_\_ OWNER/AGENT, please state: \_\_\_\_\_

**(DO NOT WRITE IN THIS SPACE)**

Total Fee Date Paid \_\_\_\_\_ Check # \_\_\_\_\_ Deposit Date \_\_\_\_\_

2 Page Contract Received Y/N \_\_\_\_\_