

**3rd of July
July 3, 2019**

At Anderson Parkway in Downtown Poulsbo, Washington
VENDOR CONTRACT

BUSINESS NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

E-MAIL ADDRESS: (Must have to receive acceptance) _____

ATTACH A LIST OF YOUR PRODUCT OR SERVICE FEATURED IN BOOTH TO CONTRACT

YOUR NAME (PLEASE PRINT) _____

HOME PHONE# _____

WASHINGTON STATE UBI TAX ID # _____

EXHIBITOR SPACE includes a 10' x 10' blacktop space, one duplex outlet - 110V/15 amp service.

ALL VENDORS - must send a complete list of products to be sold with application, no exceptions to this rule. This list will be retained by Viking Fest if vendor is accepted.

Indicate if you are food/retail:

Food _____ Retail _____

(Full Payment Must Accompany Contract)

__ (1) 10 x 10 Black Top Space \$175.00

__ (2) 10 x 20 Black Top Space \$275.00

For any other sizes or special requirements, contact Viking Fest.

ELECTRICAL REQUIREMENTS

Power to each booth is 110v 15 amp AC. If you require more power, there is a nominal charge of \$75.00 for each additional 15 amps.

Additional _____ 15 amp _____ 30 amp

All vendor applications must be received by June 20, 2019. Late charge of \$150.00 after this date. ABSOLUTELY NO FEFUNDS for cancellations of space after June 25, 2019 for any application.

It is agreed: Subject to the terms and conditions on the addendum to this contract, which are incorporated in and form a part of this contract, and upon acceptance of this contract by "Viking Fest Corp.", we the undersigned, hereinafter referred to as "Vendor", agree to rent from you the above indicated space(s) for our participation in the 2019 "3rd of July" to run July 03, 2019 at Anderson Parkway, Poulsbo, Washington.

(Vendor Signature)

(Date)

Amount Enclosed: _____

Please Make Check To: Viking Fest Corp.

Mail Entire Contract, Including Addendum To:

**Viking Fest Corporation
P.O. Box 1125
Poulsbo, Washington 98370 360-779-8657**

Vendor Chair: Kathi Foresee*** kathi4c@aol.com *******

(Viking Fest Corp. Use Only)

(Viking Fest Approval)

(Date)

(Booth Number Assigned)

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ADENDUM TO VENDOR CONTRACT
Terms and Conditions**

VENDOR HOURS

Management shall determine and publish the exhibit hours the festival will be open to the public during the day of the show. Vendors will be admitted to the show area at the specified times. There is absolutely no sleeping allowed in the booths or in the Anderson Parkway area overnight.

Booth Set-up:

Show Times:

Thur. July 3 7:00 am to 12:00 pm

Thur. July 3 12:00 pm to 11:00 pm

Booth Takedown: After Fireworks and crowd has cleared

PARTICIPATING ORGANIZATIONS

Any Non-Profit organization in Kitsap County has priority to obtaining a booth over other non-profit's from other counties and commercial concerns/individuals operating for profit. The area where booths are located will accommodate approximately 50 booths. All applicants are pre-juried to determine suitability.

DISPLAYS

No signs, partitions, apparatus, shelving, etc. may extend more than 8 feet above the floor along the rear of an exhibit. The aisles and passageways remain under the control of the management, and no signs, decorations, banners, advertising matter or exhibits will be permitted in those areas except with written permission and as approved by Viking Fest Corp. This is an American Festival and all decorations/costumes must be of 3rd of July red white and blue. Decorations/costumes are still voluntary in nature, but may become mandatory in the future. Every effort should be made to decorate to uphold the theme of the festival.

BOOTH

All vendors and their personnel must remain within the confines of their own spaces and no vendor will be permitted to erect signs or display products obstructing the view, occasion, injury, or disadvantageously affect the display of other exhibitors. All demonstrations and distribution of circular and promotional material must be confined to the limit's of the vendors booth. Exhibits which include the operation of musical equipment, radios, sound motion picture equipment, public address systems or any noise making machines must be operated so that the noise resulting from there will not annoy or disturb adjacent exhibitors and their patrons, and must be approved by the management.

Vendors are required to have their exhibit, the area in front of and behind neat and orderly at all times.

Only vendors who have made proper application to Viking Fest Corp. will be allowed in the show area. Absolutely no space may be given to another vendor without acceptance by Viking Fest Inc.

Each vendor will be required to have a trash container lined with plastic in front of their exhibit. _____ Initial

Water is not available at each space, however, hose bibs are available in the park area for water. **Vendors must have their own water containers. _____ Initial**

No waste water collection services are available, each vendor requiring such will be responsible to provide their own. **Absolutely no dumping of waste water is allowed down the storm drains, violators will be reported to the city. _____ Initial**

Supplies may only be brought to the booths prior to show opening each. Parking is very restricted in the area and you will only be allowed to stop, un-load and then depart.

Each booth is required to have a fire extinguisher (2A10BC minimum) located in a readily accessible area for immediate use. _____ Initial

Viking Fest Corp. is assigned certain areas only within the City Limits where control resides with management as to who may operate/sell and what may be operated or sold within those areas. All other areas are under the direct control of the city and other vendors and/or business's do set up and conduct business during this festival. This has not been a major problem in the past as the festival is only held in our controlled areas.

RESTRICTIONS

No written materials other than Viking Fest activity bulletins are permitted in the booths without prior approval from Viking Fest Corp. Material desired to be handed out, must be submitted with vendor contract for approval.

The management reserves the right to restrict or remove exhibits, without refund, that have been falsely entered, or are deemed by the management unsuitable or objectionable. This restriction applies to, but is not limited to, noise, PA systems, persons, animals, birds, things, conduct, printed matter or anything of a character that might be objectionable to the show, or the management. Vendor shall not engage in any raffle, chance drawing, lottery or other game of chance without written consent of Viking Fest Corp. Vendors are responsible for ensuring all persons working in booth are aware of contract requirements.

ALL EXHIBITS MUST COMPLY WITH CITY ORDINANCES, REGULATIONS, FIRE MARSHALL, AND/OR AREA HEALTH DEPARTMENT INSTRUCTION. FOR ANY INFORMATION CONTACT THE APPLICABLE OFFICE. _____ Initial

ITEMS BEING SOLD

Every attempt is made by management to ensure that duplication of items by individual vendors is eliminated. **Some minor exceptions are allowed and is solely at the discretion of the management. No vendor has sole rights to any particular item.** It is important that you supply a complete list of all items being sold, with this contract, or that duplication is kept to a minimum. In cases where a complete list hasn't been supplied and a disagreement between vendors arises, decision of management as to whether items may continue to be sold is final. _____ **Initial**

LIABILITY

The vendor is entirely responsible for their employees, space and the items, other than show provided items, contained in that space. It is highly recommended that each vendor carry their own insurance, even though the show maintains coverage as stated earlier. **ALL VENDORS ARE REQUIRED TO CARRY THEIR OWN INSURANCE AND TO ADD VIKING FEST CORP. AND THE CITY OF POULSBO AS ADDITIONAL INSURED'S FOR THE DURATION OF THE FESTIVAL. COPIES MUST BE SENT TO VIKING FEST CORP. AND THE CITY OF POULSBO.**

MISCELLANEOUS TERMS AND CONDITIONS

(1) **ALL ITEMS to be sold must be listed and accompany this application/contract.**
_____ **Initial**

CANCELLATION OF CONTRACT

IF THIS CONTRACT IS CANCELLED BY VENDOR FOR ANY REASON (AFTER July 25, 2019), OR BY MANAGEMENT BECAUSE OF EXHIBITOR'S DEFAULT OR VIOLATION OF THIS CONTRACT, MONIES PAID TO MANAGEMENT BY VENDOR SHALL BE RETAINED. _____ **Initial**

RIGHTS OF MANAGEMENT IN EVENT EXHIBITION IS NOT HELD

Management shall not be liable for any damages or expenses incurred by vendor in the event the show is delayed, interrupted or not held as scheduled; and, if for any reason beyond the control of the management, the show is not held, management may retain so much of the amount paid by vendors as is necessary to defray expenses already incurred by the management.

INDEMNIFICATION

Vendors shall indemnify and hold harmless the Management of Viking Fest Corp. and the City of Poulsbo from and against any and all claims, damages, losses, or injury to person, and expenses including attorney's fees arising out or resulting from the activities of the vendor, or the officers, contractors, licensees, agents, servants, employees, guests, or the visitors, or vendors.

ATTORNEYS FEES

If a civil action arises between the parties out of this contract or to enforce any of its provisions, the losing party shall pay the attorney's fees of the prevailing party as trial court may adjudge reasonable and if an appeal is taken from any judgment of trial court, the losing party shall pay the amount of the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on appeal.

LICENSES

Viking Fest Corp. holds the master business license from the City of Poulsbo for all vendors operating in their designated area.

ANY AND ALL COUNTY, STATE, OR FEDERAL LICENSES, INSPECTIONS, OR PERMITS REQUIRED BY LAW OF ANY EXHIBITION IN THE INSTALLATION OR OPERATION OF THEIR DISPLAY SHALL BE OBTAINED BY THE VENDOR AT THEIR OWN EXPENSE, PRIOR TO THE OPENING OF THE SHOW. ALL VENDORS ARE RESPONSIBLE TO COLLECT AND REPORT APPROPRIATE SALES TAX TO THE CITY OF POULSBO AND/OR THE STATE OF WASHINGTON. _____ Initial

COMPLETE CONTRACT

This contract contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

Vendor Signature

Date

Viking Fest Corp.

Date