



2009 Date:  
Saturday, July 11

Portland Bastille Day  
Committee

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#### Contact

Portland Bastille Day 2009  
Committee  
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503.223.8388

May 2009

To: Interested Vendors

Last July close to 6,000 Portlanders attended the **#1 French Festival in Portland**, the annual Bastille Day celebration in Jamison Park. Visitors of all ages enjoyed live music, food and French products offered by 30 vendors and nonprofit organizations, in the beautiful setting of Jamison Square Park in the Pearl. We are now accepting vendor reservations for the 2009 Portland Bastille Day celebration which will be held Saturday, July 11, 2009 from **noon to 8 p.m.**, and hope you will join us.

Main events will include the acclaimed Annual Portland's Waiter's Race and the Pétanque Shooting Competition. There will be French Music and other cultural events for a family oriented day of fun and festivities. As in years past, the event is being promoted through event listings in major newspapers, flyers, email bulletins and direct-mail.



**Booths are available on a first come, first served basis – spaces are limited so please reserve early to ensure your spot.** Attached is the vendor application form which details the requirements. Vendors will enjoy a professionally installed 10' x 10' tent, an 8' table and two chairs (this ensures a uniform look as well and compliance with local regulations).



#### Fees in 2009 are:

Crafts/Artisans & Nonprofits - \$200  
Other/Commercial Vendors - \$250  
Food vendors - \$300

Vendors will not be required to pay a percentage of their sales, though voluntary contributions after the event are appreciated. Please note that sales of alcoholic beverages and water is *restricted to the Bastille Day Committee* in order to cover event expenses.

We are looking forward to spending a great day with you! If you have any questions or need further information, please call us at 503.223.8388. This event is organized by a nonprofit committee under the umbrella of the Alliance Française which is the world's leader in promoting French language, culture and cross-cultural understanding.

Sincerely, *The Bastille Day Committee*

Office 503.223.8388, Cell 503.516.5914

# TERMS AND CONDITIONS

1. **FESTIVAL HOURS** – Noon to 8 p.m. The Bastille Day Committee shall determine and publicize the Festival's hours. The festival will be open and free to the public on that day. *Setup can take place no earlier than 9 a.m. and must be complete by the opening of the festival at Noon.*
2. **MERCHANDISE REMOVAL** – No vendor booths, part of a booth or merchandise may be removed from the premises until 8:00 p.m. of the closing day without a Removal Order signed by the Bastille Day Committee. ALL Vendors must remove their booth contents by 10:00 pm of the closing day and ALL Vendors must remove and haul their respective trash. Vendors that fail to remove their trash or any of their material will be liable to any and all costs incurred in the professional removal of ANY material or trash left behind. The Bastille Day Committee shall not be held liable for any Vendor losses that may be incurred by the professional removal of any material or trash left behind by the vendor.
3. **LIABILITY** – The Vendor is entirely responsible for the space occupied by him and shall not injure, mar or deface the premises. The Vendor shall not drive nor permit to be driven, any stakes, pins, nails, hooks tacks or screws in any part of the Booth, Ground, Stones, Walls, Benches, Trees, Metal Posts or Vendor's space. Furthermore, Vendor shall not affix to the walls of the Booths or Park Walls, Park Benches, Stone structures, Trees, Metal Posts, any advertisements, signs, etc., without prior authorization from the Bastille Day Committee. and in any case whatsoever any method of fixture on any authorized signage must be removable, nonpermanent, and devoid of any permanent marking or defacing. No Automobiles, trucks and similar conveyances are allowed anywhere on the grounds of Jamison Square. All vendor booths serving foods, drinks or using any liquid or perishable material must have a suitable barrier under their booth area to safeguard the ground. The Vendor irrevocably agrees to reimburse the Bastille Day Committee for any loss or damage occurring to the premises or equipment or professional removal of any equipment or trash either left behind after the designated festival termination time or prior departure by the vendor or its representative that is deemed to be abandonment in the sole opinion of the Bastille Day Committee or their members.
4. **DISPLAYS** – No signs, partitions, apparatus, shelving, etc., may extend more than eight feet above the floor along the rear of a booth.
5. **AISLES** – The aisles, passageways and overhead spaces remain under the control of the Bastille Day Committee, and no signs, decorations, banners, advertising matter or booths, will be permitted in those areas except by permission of the Bastille Day Committee. All booths and 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 Vendors.
6. **SPACE** – The contracted space is to be used solely by the Vendor whose name appears on the Contract and no portion can be sublet or assigned. The Vendor shall forfeit his right to the space, all prepaid space costs and upon demand pay any balance owing to Bastille Day Committee if he fails to occupy and have setup well underway by 11:00 a.m. on the day of the Festival. If Vendor forfeits the space, Bastille Day Committee may re-let the space without liability to Vendor.
7. **REASSIGNMENT** – Bastille Day Committee shall have the right and privilege of moving a Vendor to another location in order to conform to all City, PORTLAND PARKS & RECREATION, State and Federal laws and regulations and the general display requirements and guidelines of Bastille Day Committee.
8. **PARTICIPANTS** – This agreement does not reserve for, nor guarantee to, the vendor any space, a specific area or space priority, right of first refusal or any other manner of participation in any future Festival.
9. **ALCOHOLIC BEVERAGES** – Vendors and their employees, agents and guests shall not consume any alcoholic beverages while at their booth. Vendors shall not permit the sale or consumption of alcohol from their booth UNLESS their booth is part of the designated "Beer and Wine Garden" area in which case the Vendor will be authorized ONLY if in possession of a valid OLCC license that MUST be prominently displayed at the vendors booth for the duration of their licensed permit. Vendors operating from within the Beer and Wine Garden in possession of a valid OLCC license must employ OLCC licensed staff or servers only in full compliance of OLCC regulations and Vendors and their Staff will be fully liable and fully responsible to ensure that any alcohol dispensed is done strictly according to the rules and regulations as stipulated by the OLCC. Bastille Day Committee, in its discretion, WILL remove vendor and the booth from the Festival without refund for violation of this restriction.
10. **RESTRICTIONS** – Bastille Day Committee reserves the right to require removal of all items of merchandise or service not described on the front of this agreement, and to restrict or remove booths that have been falsely entered, violate this agreement or are deemed by Bastille Day Committee, in its sole discretion as unsuitable or objectionable. Booths deemed unsuitable or objectionable must be removed if the conditions are not immediately corrected after one verbal warning. Unsuitable and objectionable booths include, but are not limited to, noise, public address systems, persons, animals, birds, things, conduct, printed matter, odors, food, or anything objectionable to Bastille Day Committee, Portland Parks & Recreation or the general public. The booths removed under this paragraph shall not receive a refund.
11. **ALL VENDOR BOOTHS MUST COMPLY WITH ALL CITY, PORTLAND PARKS & RECREATION, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS AND FIRE MARSHAL INSTRUCTIONS. ANY AND ALL CITY, STATE OR FEDERAL LICENSES, INSPECTIONS OR PERMITS REQUIRED BY LAW OF ANY VENDOR IN THE INSTALLATION OR OPERATION OF HIS DISPLAY SHALL BE OBTAINED BY THE VENDOR AT HIS OWN EXPENSE PRIOR TO THE OPENING OF THE FESTIVAL. VENDORS MUST HAVE IN THEIR POSSESSION AT THE FESTIVAL ANY LICENSES OR PERMITS REQUIRED BY THE CITY OR THE STATE. NO CONTRABAND, ILLEGAL SUBSTANCES OR WEAPONS SHALL BE TOLERATED.**
12. **INSTALLATIONS** – Any special carpentry, wiring, electrical or other work, steam, water or drainage connections shall be authorized and installed by the Events Planners at Vendor's expense, and in accordance with the direction and requirements of the Bastille Day Committee. Any such special requirement MUST be approved prior to the event. Any unauthorized special carpentry, wiring, electrical or other work, steam, water, drainage or connections of any kind shall be deemed to fall within the aforementioned "Paragraph 10. Restrictions" and will be removed.
13. **ELECTRICITY** – Arrangements and requirements to be made in advance with the Bastille Day Committee and the Events Planners. The Bastille Day Committee reserves the right not to install. **RUNNING OF ENGINES** – Oil, propane, diesel or gasoline engines can not be operated.
14. **CANCELLATION OF CONTRACT** – If this agreement is cancelled by Vendor for any reason, monies paid to Bastille Day Committee by Vendor shall be retained as follows: If cancellation occurs 30 days or more before the start of the Festival, Bastille Day Committee shall return the rental fee to the Vendor. If cancellation occurs within 30 days of the Festival, the entire amount paid to date by Vendor shall be retained by Bastille Day Committee. The retained monies shall be liquidated damages for the direct and indirect costs incurred by Bastille Day Committee for organizing, setting up and providing space for Vendor, and losses and additional expenses caused by Vendor's withdrawal including resale of the space. **ANY CANCELLATION MUST BE IN WRITING.**
15. **LIABILITY OF BASTILLE DAY COMMITTEE** – If the Festival is cancelled, delayed, interrupted or not held as scheduled for any reason, other than an act of God, Vendor's damages shall be limited to only the cost of the reserved space paid to Bastille Day Committee and Bastille Day Committee shall not be liable for any other damages or expenses; Bastille Day Committee shall not be liable for any refund, damages or expenses if caused by an act of God. In the event of any breach of contract other than cancellation, delay interruption, or not holding the Festival as scheduled, Exhibitor's damages shall be limited to the cost for the reserved space paid to Committee.
16. **INDEMNIFICATION** – Vendor shall protect, defend, indemnify and hold harmless the Bastille Day Committee, their officers, agents and volunteers from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the vendor booth and the activities of the Vendor and the officers, contractors, licensees, agents, employees, guests, invitees or visitors of vendor, including but not limited to claims, damages, losses and expenses arising out of or resulting from performance of live or recorded music or other copyrighted works with the booth and arising out of or resulting from disputes between vendors regarding violations of unfair trade practice laws or patent or copyright laws.
17. **ATTORNEY'S FEES** – If a civil action arises between the parties out of this agreement 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 the trial court, the losing party shall pay the amount the Appellate Court shall adjudge reasonable as the prevailing party's attorney's fees on appeal.
18. **INSURANCE** – Vendor shall secure and maintain liability insurance, naming the **Bastille Day Committee AND PORTLAND PARKS & RECREATION** as additional insured, which will protect them from claims which may arise out of or result from the activities of the Vendor. **A certificate of insurance is to be furnished to Bastille Day Committee by June 15, 2007.**
19. **CONSENT TO USE OF EXHIBITOR'S LIKENESS** – Vendor hereby consents to Bastille Day Committee's royalty-free use of visual and audio reproduction of Vendor and its employees and display(s) including without limitation recordings, photographs, video tapes, films and other images or likenesses for the purpose of Bastille Day Committee's advertisement and promotion of this and future Festivals.
20. **DISPUTES BETWEEN EXHIBITORS** – The Bastille Day Committee shall have no responsibility for settling any dispute between Vendors, and Vendors expressly release Bastille Day Committee from any liability for any disputes between Vendors, including, but not limited to, violations of unfair trade practice laws or patent or copyright laws by any Vendor.

**PORTLAND BASTILLE DAY 2009  
IN THE PEARL DISTRICT - JULY 11, 2009**



**Vendor Space Reservation and Agreement  
Festival Hours: Noon to 8 p.m.**

**PLEASE PRINT OR TYPE**

Number of Spaces 10'x10'

Special Requirements: (Attach a separate sheet if necessary)

**SPACE RENTAL** | \$200 Artisan/Craft/Nonprof • \$250 Commercial • \$300 Food  \$

Make Checks Payable to: Alliance Française (There will be a \$25 charge for any check returned by bank.)

Name of Registered Company:

Trade Name (if different from above):

Authorized Contact Person:

Service Address:

City:  State:  Zip:

Tel:  Fax:  Cell:  E-mail

List individuals who may sell for you:

Products or services to be exhibited: (Must be complete – attach a separate sheet if necessary):

List any licenses or permits required by the state, county or city.

Enclose current copies with this application plus Certificate of Insurance (see #18 on small print page) by 6/15/09

**Vendors are responsible for removing their trash from the premises. Failure to do so, Vendors WILL incur additional professional trash removal costs.**

**In signing this agreement, Vendor hereby confirms having read and understood the Terms and Conditions of this Agreement and furthermore agrees implicitly with the Terms and Conditions contained herein.**

AUTHORIZED SIGNATURE

PRINT NAME

DATE

Make check payable to **Alliance Française of Portland** and mail to:  
Alliance Française de Portland – 1425 SW 20<sup>th</sup> Ave. Suite 102 – Portland, OR 97201