

2009 Tualatin Crawfish Festival

PURPOSE: The purpose of the Tualatin Crawfish Festival is to provide a family-friendly entertainment experience, which promotes the goals of community spirit and civic pride within the City of Tualatin.

Rules of Conduct

(Must be signed and sent in with vendor application)

1. The Tualatin Crawfish Festival provides a service to both Vendors and Festival-goers. It is our policy to maintain clean facilities, neat grounds, and respect for our attendees. We must insist that our Vendors provide the same respect for our attendees as well as fellow Vendors. The Crawfish Festival retains the right to remove any Vendor, their booth and its contents from the Festival if that Vendor does not comply with the signed Vendor Rules of Conduct.
2. Festival-goers will be expected to comply with the same rules of conduct as Festival vendors, entertainers, staff and volunteers, as long as they are within an area for which the Tualatin Crawfish Festival holds a usage permit. This includes compliance with federal and state laws, rules and regulations of the City of Tualatin, including Park regulations, as well as Crawfish Festival General Rules and Rules of Conduct.
3. All Festival participants including vendors, entertainers, staff and volunteers are expected to conduct themselves in a professional manner and according to the rules of this agreement. Vendors will refrain from mentioning their competitors or their competitors' products in a derogatory manner or in any other way disparaging another vendor if such vendor is also participating in the Crawfish Festival.
4. Any unruly or offensive conduct, refusal to follow rules, or use of foul language to Crawfish Festival patrons or Crawfish Festival personnel will be considered grounds for expulsion from the Festival and will result in exclusion from future Festivals.
5. The Crawfish Festival reserves the right to stop or remove from the Festival anyone performing any act or practice which, in the opinion of the Crawfish Festival, is illegal, interferes with the performance of other vendors, creates a health, safety or fire hazard, or violates any rules stated herein. This includes vendors and/or their booth and its contents, entertainers, staff, and volunteers as well as Festival-goers.

General Rules

1. Sound devices, including but not limited to speakers, organs, pianos, radios, are subject to approval of the Crawfish Festival and if allowed, must be controlled so as not to interfere with others. The privilege for use of such sound devices may be revoked at any time.
2. No food or beverage may be given away without the Crawfish Festival's written consent, as such acts conflict with concession rights held by others. Vendors expecting to dispose of samples and gift items must obtain permission to do so before the Festival opens.
3. Demonstration of an exhibit must be confined to the inside boundaries of the Vendor's assigned space and in no case may extend to any other part of the grounds.
4. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
5. The decision of the Crawfish Festival Director or his/her representative, in their official capacity, must be accepted as final in any disagreement between Vendors or other Festival participants.
6. All matters not covered in these conditions are subject to the decision of the Crawfish Festival Director or his/her representative, in their official capacity, which shall be final.

7. Vendors must be fully set up by 10:00am on Saturday. Set up may also take place on Friday from 4pm to dusk. Although overnight security will be in place, The Festival does not take responsibility for any lost or stolen merchandise. The Festival is officially open to the public from 10:00am until 8:00pm (the non-food vendor area closes at 6:00pm) on Saturday. Vendors must have at least one person in attendance at their space and must care for and keep in good order the space occupied by them, taking every precaution against possible injury to visitors, guests or employees.

8. One vendor per space, vendors shall not assign or sublet said space, or any part thereof.

9. The Crawfish Festival reserves the right to refuse vendors which may violate community standards of decency or otherwise infringe upon the rights of our patrons, vendors, or members of the public, and to refuse space when deemed unsuitable by the Director for any reason.

10. Vendors and entertainers shall comply with those laws, rules and regulations and codes of the State of Oregon, Washington County, City of Tualatin and the Crawfish Festival that may include but not be limited to Workers' Compensation, insurance, health and safety, fire, construction and utilities.

The Tualatin Crawfish Festival is a Tualatin Chamber of Commerce event. The City of Tualatin donates to the Festival but is not a co-sponsor, or a partner, of the Tualatin Chamber of Commerce.

Defense, indemnity and hold harmless agreement: I agree and bind my organization to defend, indemnify and hold harmless the Tualatin Chamber of Commerce and the City of Tualatin, their officers, agents, servants and employees from all claims for damage or injury arising out of our activities in connection with this event. I understand that this agreement to indemnify is for any and all liability of the Tualatin Chamber of Commerce, the City of Tualatin or any third person. This agreement applies only from derivative liability arising from my activities or the activities of my organization in connection with this event.

If litigation arises from this agreement, the prevailing party at trial, and any decided appeal, shall be entitled to its reasonable attorney fees and costs incurred in the litigation.

NO PARTNERSHIP. The Tualatin Chamber of Commerce and the City of Tualatin do not, in any way or for any purpose, become a partner of Permittee in the conduct of its game booth, recreational activity, business or otherwise. Permittee expressly covenants that it will never assert, claim or hold itself out as an agent or employee of either the Chamber of Commerce or the City of Tualatin.

I have read this agreement carefully and know and understand its terms. I agree to supervise all servants and employees of my organization in the conduct of this event to the best of my abilities and to the extent feasible and, specifically, to supervise compliance of the event participants with the permit requirements and other regulations applicable to the use of City of Tualatin Parks and City of Tualatin. I/we have read and understand the Tualatin Crawfish Festival Guidelines and agree to abide by them.

Agreement

I have read and understand the 2009 Tualatin Crawfish Festival General Rules and Rules of Conduct, and I hereby agree to abide by these rules and regulations. I understand that if I do not comply, I and the organization or other entity I represent, if any, will be excluded from future participation in Crawfish Festival events.

Print name _____
(This MUST be someone with legal authority to sign on behalf of this organization or group.)

Signature _____ Date _____

Print name of organization or group, if applicable _____