



13th Annual Haulin' Aspen
Trail Marathon, Half Marathon and Half As (6.5 miles)
Wanoga Sno Park, Bend, Oregon
August 12th, 2017

2017 Commercial Vendor Information and Application

Entering its 13th year, the Haulin' Aspen is a spectacular race with a great mix of fast single track, open jeep trails, cool valleys and amazing views. The biggest change is the finish line, but as usual we will have a wonderful post-race experience and be serving up fantastic food from Bethlyn's Global Fusion, and locally brewed beer from 10 Barrel Brewery.

If you are interested in vendor space please complete all pages of the contract. Mail the contract, payment, and certificate of insurance to:

Lay It Out, Inc.
Attn: Karin Roy
704 NW Georgia Ave.
Bend, OR 97703

If you have further questions after reading the contents of this application please contact Karin Roy at (541) 323-0964 or via e-mail karin@layitoutevents.com.

Vendor Information in Alphabetical Order

ADA: In an effort to make all our events accessible for everyone we ask that you pay attention to the following accessibility guidelines from the City of Bend:

- Sales or service counters should be no more than 36 inches from the finished floor or the ground, and the width must be at least 36 inches wide.
- All paths of travel must be free from cords and other obstructions. Cords may be covered with rugs, but rugs must be taped down on all sides.
- Price lists should be hung 36-39 inches from the ground
- For more info regarding ADA requirements, contact Karin Morris at the City of Bend 541-693-2141.

Athlete Goody Bag: This is an excellent way to market and brand yourself in the community. A great option to provide access to product/coupon/flyer placement in the Athlete Goody Bag. 800 units are required and due to the Lay It Out Events office by July 27, 2017.

Cancellation Policy: Cancellations received before July 12, 2017 will receive a 50% refund. **No refunds are given after July 13, 2017.**

Deadline: Please turn in your applications by July 26th, 2017 to reserve your spot. It is possible for vending spaces to sell out before this deadline.

Fees: \$150 Paid to Lay It Out Events for one 10x10 space. **Separate** deposit check for \$100 to be destroyed after the vendors' space has been inspected.

Hours of Operation: Saturday 7am-2pm. Vendors must stay open during all hours of the event. Vendors leaving early will not be allowed to return for future events and their deposit will be cashed.

Insurance: All participating Vendors **must have insurance. Certificates must be received two weeks prior to event start date.** Please have your insurance company create a certificate of insurance for each entity listed below

- Lay It Out, Inc. *704 NW Georgia Ave, Bend, OR 97703*
- *United States Government/Forest Service*

Certificates can be mailed to Lay It Out Events, 704 NW Georgia Street, Bend, OR 97703 or emailed to karin@layitoutevents.com. **Must arrive 2 weeks prior.**

Power: Power is not provided. Quiet generators are allowed if needed.

Setup: Directions and setup information emailed one week prior to event.



Vendor Agreement

Business Name: _____

Contact Name: _____

Business Description: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Phone: (____) _____ - _____

Website: _____

Facebook: _____

Twitter Handle: _____

Instagram: _____

Vendor Fee Enclosed: (\$150) \$ _____

Deposit Enclosed **on a separate check** (\$100): \$ _____

TOTAL ENCLOSED: \$ _____

TERMS OF THIS AGREEMENT:

1. All amounts owed by vendor to Lay It Out Inc. unpaid after 30 days agree to be subject to a late payment charge of 1.5% monthly (18% APR). Should the account become past due, vendor agrees to pay all costs of collection, including collection agency charges, attorney fees, and court costs incurred by Lay It Out Inc. This includes, but is not limited to, all fees and costs actually incurred whether or not any suit or action is filed and is intended to include all fees and costs incurred in any mediation, arbitration, trial or appeal.
2. Postponement or cancellation of the 2017 Haulin' Aspen for any reason beyond the control of the Haulin' Aspen (earthquake, fire, flood, terrorism or other acts of God) shall not constitute cause for any reimbursement.
3. This agreement does not transfer to another vendors property, agent, or subsidiary. All other business sectors must negotiate separate sponsorship agreements.
4. Haulin' Aspen shall secure and maintain throughout the term of this agreement all insurance for events of this stature and size, including but not limited to comprehensive general liability insuring themselves against loss of liability out of or relating to an activities associated with any of the events.
5. This agreement sets forth the entire agreement between the parties and takes the place of all prior verbal or written communication concerning the subjects of the Agreement. This agreement may not be altered, modified or changed in any way by either of the parties without the prior written consent of the other party.
6. Each of the parties hereto is an independent contractor. Neither party shall have the authority to act on behalf of the other or to incur obligation on behalf of the other unless expressly authorized.
7. If suit or action is instituted to enforce this agreement or to determine any matter in controversy regarding this agreement, the prevailing party shall be entitled to recover such sums as the court may judge reasonable attorney fee, including attorney fee's on appeal and in collecting or enforcing any judgment order or decree.
8. Neither party shall without written authorization from the other party disclose to any third party the terms and conditions of this agreement except as may be necessary to establish or assert rights hereunder or required by law; provided however, either party may on a confidential basis disclose this Agreement to officials, officers, accountants, attorneys or other individuals within each other's organizations on a 'need to know' basis.

AGREED TO BY:

Vendor Representative Signature

Date

Please return this page with payment & insurance

For Office Use Only

Insurance _____

Booked _____

Date _____

Dimensions _____

Paid _____

Confirmation _____