



## **Little Woody Barrel-Aged Beer, Cider & Whiskey Festival 2019 Commercial Vendor Information and Application August 30th<sup>t</sup> & August 31st, 2019**

In the past, brewers served beer that had been aged in oaken casks. Once again, brewers are turning to these historical techniques for adding depth of flavor to their beers. The Little Woody Barrel-Aged Beer, Cider & Whiskey Festival celebrates this ancient brewing technique as adapted by American craft brewers, featuring beers aged in wine barrels, whiskey barrels and oak barrels, which uniquely flavors and intensifies the beer.

The Little Woody Barrel-Aged Beer, Cider & Whiskey Festival was created to commemorate Central Oregon's cultural hallmarks – craft beers, ciders and whiskeys. This is a festival for beer lovers and connoisseurs alike!

For questions, please contact the Karin Roy at Lay It Out Events at 541-323-0964 or by email at [karin@layitoutevents.com](mailto:karin@layitoutevents.com)

### **EVENT DETAILS IN ALPHABETICAL ORDER**

**ADA** In an effort to make all of 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.

Menus should be hung 36-39 inches from the ground

**Cancellation Policy** Cancellations received before July 28, 2019 will receive a 50% refund. No refunds are given after July 28, 2019.

**CHILDREN THIS IS A 21 AND OVER EVENT ( FOR THE MOST PART) DO NOT HAVE ANYONE IN BOOTH WHO IS UNDERAGE**

**Deadline** Please turn in your applications by, August 8, 2019 to reserve your spot. It is possible for vending spaces to sell out before this deadline.

**Directions and Setup Info** Directions and setup information will be emailed to vendors one week prior to the event.

**Fees** \$400 Paid to Lay It Out Events for each 10x10 space and 15 amps. of power.  
Separate deposit check for \$200 to be refunded after the event's grounds has been inspected.  
\$25 for each additional outlet (over the 15 amps that are included).

**Hours of Operation** Friday 4pm-10pm and Saturday noon-10pm. All vendors must stay open during all hours of the event. Any vendor leaving early will lose their deposit and will not be allowed to return for future events.

**Insurance** Please have your insurance company send a certificate of insurance and list as additionally insured:

Lay It Out Events *704 NW Georgia, Bend, OR 97701*

The City of Bend *555 NE 15th Street, Bend, OR 97701*

Des Chutes Historical Museum *129 NW Idaho Ave., Bend, OR 97701*

**Power** We will do everything we can to make sure your power is up and running during event hours, however, power is provided by generators at the event, which always come with complications, so please be patient and ready for outages during the first hour as everyone turns on their appliances. We will provide one 15amp outlet for each restaurant at no charge. Be prepared with a 50-100 ft. extension cord. Additional power is available for \$25 per 15 amp outlet. If you use additional power not outlined on your application your deposit will be used to compensate for the additional usage. **Please list all appliances and amps at the end of this application.**

**Security** Security will be provided overnight from 10pm Friday to noon Saturday and from 10 pm Saturday until 9 am on Sunday. You are welcome to break down Sunday morning. Do not anticipate anyone on the events ground after noon on Sunday. The Little Woody is not responsible for lost or stolen goods.

**VIP / Brewer's Gift Bag** This is an excellent way to market and brand yourself to the local brewing community. A \$25 payment will provide you access to product/coupon/flyer placement in the VIP Gift Bag. 100 units are required and due to the Lay It Out Events office by Aug. 26<sup>th</sup>.

INDEMNIFICATION

- 1.1. Vendor shall indemnify and hold harmless Lay It Out Inc., Little Woody Barrel-Aged Beer, Cider & Whiskey Festival, Deschutes Historical Society from any claims or liabilities resulting from Vendor's performance, including any and all loss, damages or expenses caused by negligent acts, statements, errors or omissions of Vendor and its agents.**
- 1.2. Vendor will indemnify, defend, and hold Lay It Out Inc. and its directors, officers, employees, and agents harmless from any and all claims or liability (including without limitation any taxes, penalties, interest, costs, or attorney fees) asserted by any third party that results from or arises out of Vendor or Vendor's Personnel performing the Services under this Agreement.**
- 1.3. Contractor will maintain adequate and reasonable liability insurance covering Contractor's performance under this Agreement. At any time, upon Lay It Out Inc.'s request, Contractor will submit to Lay It Out Inc. proof acceptable to Lay It Out Inc of such insurance. Contractor will further notify Lay It Out Inc. immediately of any substantial modification or cancellation of such insurance. Contractor acknowledges that Lay It Out Inc. will not provide insurance coverage for Contractor.**
- 1.4. Contractor will maintain in force any workers' compensation and unemployment insurance required by law relating to Services performed under this Agreement and will at any time, upon request of Lay It Out Inc., provide to Lay It Out Inc. proof acceptable to Lay It Out Inc. of such insurance. Contractor will further notify Lay It Out Inc. immediately of any substantial modification or cancellation of such insurance.**

Vendor agrees to abide by the rules and regulations of the Little Woody Barrel-Aged Beer, Cider & Whiskey Festival. Vendor understands that they may not be asked to participate in future Little Woody Barrel-Aged Beer, Cider & Whiskey Festival events if they are in violation of Little Woody Barrel-Aged Beer, Cider & Whiskey Festival policies and they will lose their deposit.

**AGREED TO BY:**

\_\_\_\_\_  
Vendor Representative Signature

\_\_\_\_\_  
Date

**\*Please return this page with payment & insurance\***



**Little Woody Barrel-Aged Beer, Cider & Whiskey Festival**  
**Little Woody Commercial Vendor Agreement**

VENDOR INFORMATION

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Description:  
\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Facebook: \_\_\_\_\_

Twitter: \_\_\_\_\_ Instagram: \_\_\_\_\_

One 15-amp outlet is included with the fee. Contact us if you need assistance  
determining your power needs **IN ADVANCE**.

Please list appliances, here: \_\_\_\_\_

How many staff (over the 2 days) will you have working at the event?

Friday, 5pm-10pm \_\_\_\_\_ Saturday, Noon-10pm \_\_\_\_\_

Total Vendor Fee Enclosed: \$ \_\_\_\_\_

Additional Amps/Electricity (\$25/additional outlet): \$ \_\_\_\_\_

Deposit Enclosed **on a separate check** (\$200): \$ \_\_\_\_\_

Placement in VIP Bag (\$25, optional): \$ \_\_\_\_\_

**TOTAL ENCLOSED:** \$ \_\_\_\_\_

**TERMS OF THIS AGREEMENT:**

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. Postponement or cancellation of the 2019 Little Woody Barrel-Aged Beer, Cider & Whiskey Festival for any reason beyond the control of Little Woody Barrel-Aged Beer, Cider & Whiskey Festival (earthquake, fire, flood, terrorism or other acts of God) shall not constitute cause for any reimbursement.

This agreement does not transfer to another vendor's property, agent, or subsidiary. All other business sectors must negotiate separate sponsorship agreements.

Little Woody Barrel-Aged Beer, Cider & Whiskey Festival 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.

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.

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.

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 fees on appeal and in collecting or enforcing any judgment order or decree.

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:

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Vendor Representative Signature

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Date

**\*Please return these pages with payment & insurance\***



## SPECIAL EVENT GUIDELINES

Tents, canopies, membrane structures, and air supported structures at fairs, festivals, and other special events must comply with the following:

- Shall not be located within 20 feet of buildings, parked vehicles, or internal combustion engines (including generators).
- Shall be adequately roped, braced, and anchored to withstand weather elements and prevent collapsing.
- Shall secure all compressed gas cylinders (propane, helium, etc) to prevent tip-over.
- Shall prohibit smoking at all times.
- Open flame devices, such as candles or oil lamps, may not be used unless the total area of all individual canopies that are grouped together does not exceed 700 square feet (example: 7 canopies in a row, each of which does not exceed 10 x 10).
- Cooking activities are prohibited unless the total area of all individual canopies that are grouped together does not exceed 700 square feet.
- Shall provide a portable fire extinguisher in any tent or canopy that is performing cooking activities.
  - Minimum rating for the fire extinguisher shall be 2A:10BC **EXCEPT**
  - When cooking with pooled oils, greases, or fats, such as a wok or deep fryer, a Class K fire extinguisher shall be provided.



ABC Type Extinguisher



Class K Extinguisher

References: 2007 Oregon Fire Code Chapters 9 and 24