

THIS AGREEMENT is by and between the Impressions Design + Marketing, 2650 Washburn Way, Klamath Falls, OR ("FESTIVAL") and the party selling food at Eclipse Fest 23 ("FOOD VENDOR"). The FESTIVAL desires to permit FOOD VENDOR to sell food during the event. Now therefore, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree the following terms and conditions (T&Cs):

1. SALES: FOOD VENDOR shall have the right to advertise and sell food that they put down on the online form and remit to FESTIVAL 18% of gross receipts. All sales will be conducted with festival tokens and remittance to FOOD VENDOR for festival tokens will be as follows: 1) At the end of every festival day, FOOD VENDOR will surrender to FESTIVAL all of the festival tokens they have collected. 2) FOOD VENDOR will receive full cash value less 18% for returned Festival Tokens. Sales are to occur only within the area designated by the FESTIVAL for the FOOD VENDOR. The FESTIVAL has a zero-tolerance policy for the sale or display of product or advertising that displays and/or promotes any of the following: gang colors/symbols, drugs, drug paraphernalia, sex/nudity, and illegal activities. Any FOOD VENDOR found to be in violation of these policies is subject to expulsion from the event without any refund. Enforcement of this is at the sole discretion of FESTIVAL management.
2. BEVERAGES: FOOD VENDORS shall not sell, distribute, or in any way disseminate alcoholic beverages, unless otherwise agreed upon in writing.
3. PRODUCTS: Absolutely no merchandise may be sold at the event unless otherwise agreed upon in writing. FOOD VENDORS shall not sell any item not identified on the application without prior written approval of the FESTIVAL.
4. HOURS OF OPERATION: FOOD VENDOR booths must remain fully staffed and open between the hours of 12 p.m. (noon) - 9 p.m. on Thursday, 8 a.m. - 11 p.m. Friday and Saturday and 8 a.m. - 11 a.m. on Sunday. Closing early or opening late for any reason, may preclude FOOD VENDOR from participating in future events. FOOD VENDOR understands that the event will be held rain or shine, and no refunds shall be given for any reason.
5. BOOTH SIZE: Unless a special request is made by FOOD VENDOR, booth size will be 10 ft. wide by 15 ft. deep for all FOOD VENDORS. FOOD VENDOR understands that the FESTIVAL, at its sole discretion, will assign space.
6. RENTAL EQUIPMENT: FESTIVAL will not provide any equipment to the FOOD VENDOR including but not limited to chairs, tables, tents, etc. FOOD VENDORS are required to provide their own equipment.
7. WEATHER SECURITY: FOOD VENDORS shall be responsible to adequately anchor all equipment to withstand the elements of weather. Vendors are responsible to bring their own anchoring devices (weights and/or water barrels).
8. SPACE RENTAL DEPOSIT: FOOD VENDOR will pay a \$200 dollar deposit to secure space. This deposit will be paid back to FOOD VENDOR 10 business days after event. At FESTIVAL's sole discretion, failure to meet the terms of this agreement (for example, T&C #16 - failure to adequately clean up booth space) may result FOOD VENDOR's forfeiture of Deposit.
9. LOAD-IN/SET-UP: Load-in and set-up must be completed between the hours of 8:00 am on Wednesday October, 11th and 11:59 a.m. on Thursday, October 12, 2023.

10. TAKE DOWN/CLEAN UP/LOAD OUT: This will begin at 11am on Sunday, October 15th, 2023, and be completed by 5 p.m that day. All FOOD VENDOR materials and GARBAGE must be removed from event.
11. SIGNAGE: All FOOD VENDOR signs and banners must be contained within the assigned booth space. Each FOOD VENDOR is responsible for supplying their own signage for their booth.
12. CONDUCT: Considering that this Festival is a family-friendly event, FOOD VENDOR may not consume alcoholic beverages within any assigned booth space. Vendors must be suitably attired at all times. Behavior unsuitable for the FESTIVAL, or which constitutes a public nuisance, will not be permitted. Acceptable behavior, attire and any other required FOOD VENDOR conduct is defined by FESTIVAL's sole discretion. If FESTIVAL deems FOOD VENDOR's behavior, attire or conduct as unacceptable FOOD VENDOR, and FOOD VENDOR fails to immediately come into compliance as defined by FESTIVAL, FOOD VENDOR shall be liable for immediate closure and removal from the event with loss of all submitted monies. All Festival staff will have FESTIVAL's authority in policing conduct and all other matters. FOOD VENDORS SHALL NOT PLAY ANY AMPLIFIED MUSIC FROM WITHIN THEIR BOOTH SPACE DURING THE EVENT.
13. STORAGE: All FOOD VENDOR'S property shall be kept within the assigned booth space. Storage of supplies, equipment or inventory outside the booth space will not be allowed.
14. ELECTRICAL SERVICE: FOOD VENDOR agrees to provide their own electrical service, if necessary. It is the FOOD VENDOR'S responsibility to supply all cables and extension cords which must be UL approved.
15. CANVASSING: FOOD VENDORS may conduct business only from inside their booth space. Canvassing from outside of the booth space is not permissible.
16. SITE INSPECTION: FOOD VENDOR is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of the FESTIVAL, charges to repair or correct any damage or alteration, and possible forfeiture of Deposit. Vendor is responsible for returning the booth space site to its original physical condition by 5:00 p.m. on October 15, 2023.
17. GOVERNING LAWS: This agreement shall be governed by the laws, the health, sanitation, and fire regulations of ElipseFest23, Klamath County and the City of Klamath Falls.
18. SECURITY: FOOD VENDORS are responsible for the safety and security of their own property and equipment at all times. There will be limited security assigned to the entire event site. No security personnel will be assigned specifically to any particular vending area. The FESTIVAL shall not be held responsible for loss, theft, or damage to any property left on the event grounds at any time.
19. INDEMNITY: FOOD VENDOR shall indemnify and hold the FESTIVAL, the FESTIVAL staff, contractors, affiliates, and volunteers harmless from any claim or cause of action arising out of, or in connection with the acts or omissions of FOOD VENDOR under this agreement, and shall reimburse the FESTIVAL for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.
20. VIOLATIONS: FOOD VENDOR acknowledges that a breach of any of the terms of this agreement may result in the termination of this agreement, the preclusion of the vendor's participation in the event. In the event this agreement is terminated as a result of any breach by the FOOD VENDOR, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages and agrees to pay any damages assessed by FESTIVAL.

21. AGREEMENT MODIFICATIONS: No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement. No modification or change in the agreement shall be valid or binding upon the parties unless in writing and executed by the parties to be bound hereto.
22. DELEGATE AUTHORITY: During the event, authority to investigate and enforce compliance to the terms and conditions herein innumerate may be delegated to affiliate entities of FESTIVAL at Festival's sole discretion.
23. RESOLUTION OF DISPUTES: In the event of a dispute arising in any manner as a result of, or in any way related to, this agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitrations or legal action is commenced, the prevailing party shall be awarded reasonable attorney fees and costs incurred as a result of said dispute.
24. CANCELLATION: FOOD VENDOR understands that if the vendor cancels after the execution of this agreement, or fails to provide the required documentation, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
25. BOOTH ACCESS: The FESTIVAL and its agents or assignees shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than FESTIVAL management. During certain times (for example the concert Saturday night) vehicular access to FOOD VENDOR booth will be restricted. FOOD VENDORS are allowed two festival entrants at any given time during the event.
26. EVENT DISPLAYS: The FESTIVAL reserves the right to locate or relocate any exhibit or display where it is in the best interest of the FESTIVAL. The FESTIVAL reserves the right to cancel any booth, exhibit or display that is not in the best interest of the FESTIVAL.
27. LICENSES: All FOOD VENDORS must obtain a license from the Klamath County Health Department before operating a temporary retail food establishment. This license must be provided in conjunction with this agreement.
28. FIRE PERMIT: Fire Department Permits are required for the use of any temporary power sources (propane, charcoal, generators, etc.) or any large tents or canopies.
29. LIABILITY INSURANCE: FOOD VENDORS must provide FESTIVAL with a Certificate of General Liability Insurance (\$1 million dollars coverage of property damage and bodily coverage, with \$2 million aggregate), naming "Impressions Design + Marketing, INC." as an insured entity.
30. WATER: Potable water will be made available at the event. FOOD VENDORS are responsible for providing a means of transporting water from the source to the assigned booth space.
31. GREASE & WASTE WATER: Please do not dispose of grease, waste water or any other substances or materials anywhere other than FESTIVAL designated locations. Vendors observed dumping water or any other material or substance in any unauthorized containers shall be liable for immediate closure and removal from the event with loss of all submitted monies.