

THIS AGREEMENT is by and between the Impressions Design + Marketing, 2650 Washburn Way, Klamath Falls, OR (“FESTIVAL”) and the party selling at Eclipse Fest 23 (“VENDOR”). The FESTIVAL desires to permit VENDOR to sell 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: VENDOR shall have the right to advertise and sell products and services that they listed on the online form in exchange for a flat rate fee per booth (dependent on booth size see T&C 5). Sales are to occur only within the area designated by the FESTIVAL for the 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 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. PRODUCTS & SERVICES: VENDORS may only vend products or services enumerated on the application. Eclipse Fest 23 is a family friendly event and VENDORS shall not vend products or services that are not aligned accordingly, products that are not family friendly include but are not limited to, those with racist/hateful/violent/crude/offensive/explicit messaging, those that are drug or drug related or any intoxicants of any kind, anything sexual in nature or anything that displays nudity. VENDORS shall not vend any products or services that are danger, including but not limited to: explosives, weapons, overly flammable items, firearms and knives. Allowability of products and services are determined solely at the discretion of the FESTIVAL and VENDOR agrees to desist in the vending of any item deemed unacceptable by FESTIVAL. Vending of unacceptable products or services may result in the immediate closure VENDOR’s booth and removal from the event with loss of all submitted monies.

2.1. VENDOR AGREES TO NOT VEND, SELL, GIVEWAY, OR EXCHANGE APPAREL IN ANY WAY AT ECLIPSE FEST 23. VENDOR ALSO AGREES NOT TO NOT VEND, SELL, GIVEWAY, OR EXCHANGE APPAREL WITH ECCLIPSE FEST 23 REALTED ARTWORK ANY TIME LEADING UP TO OR FOLLOWING THE EVENT.

3. INTOXICANTS: VENDORS shall not sell, distribute, or in any way disseminate intoxicating substances regardless of the legal status of the substance, including (but not limited to) marijuana and any substance containing THC or any other cannabinoids, and alcohol.

4. HOURS OF OPERATION: 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 VENDOR from participating in future events and/or forfeit their deposit. VENDOR understands that the event will be held rain or shine, and no refunds shall be given for any reason.

5. BOOTH SIZE & PRICE: Pricing for both sizes is:

Booth Size	Price
10’X10’	\$250
10’X20’	\$400
10’X30’	\$500

VENDOR understands that the FESTIVAL, at its sole discretion, will assign booth location.

6. RENTAL EQUIPMENT: FESTIVAL will not provide any equipment to the VENDOR including but not limited to chairs, tables, tents, etc. VENDORS are required to provide their own equipment.

7. WEATHER SECURITY: VENDORS shall be responsible to adequately anchor all equipment to withstand the elements of weather.

8. ANCHORING EQUIPMENT: Vendors are responsible to bring their own anchoring devices (weights, pegs, and/or water barrels).

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 VENDOR materials and GARBAGE must be removed from event. A site that has not been properly cleaned will forfeit the \$50 deposit.

11. SIGNAGE: All VENDOR signs and banners must be contained within the assigned booth space. Each VENDOR is responsible for supplying their own signage for their booth.

12. CONDUCT: Considering that this Festival is a family-friendly event, 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 VENDOR conduct is defined by FESTIVAL's sole discretion. If FESTIVAL deems VENDOR's behavior, attire or conduct as unacceptable, and VENDOR fails to immediately come into compliance as defined by FESTIVAL, 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. VENDORS SHALL NOT PLAY ANY AMPLIFIED MUSIC FROM WITHIN THEIR BOOTH SPACE DURING THE EVENT.

13. STORAGE: All 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: VENDOR agrees to provide their own electrical service, if necessary. It is the VENDOR'S responsibility to supply all cables and extension cords which must be UL approved.

15. CANVASSING: VENDORS may conduct business only from inside their booth space. Canvassing from outside of the booth space is not permissible.

16. SITE INSPECTION: 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. Sites that were cleaned appropriately will have their Deposit returned to them within 10 days of the FESTIVAL conclusion.

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: 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: 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 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: 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 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: 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 VENDOR booth will be restricted. 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 VENDORS must obtain all pertinent licenses from any pertinent governing bodies that have jurisdiction at Eclipse Fest 23. 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: VENDORS may be required to 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. 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.