



## 2020 BUSINESS EXPO AGREEMENT

September 12, 2020

Millersburg City Park

[www.millersburgcelebration.com](http://www.millersburgcelebration.com)

**E-mail completed forms to: [info@celebratemillersburg.com](mailto:info@celebratemillersburg.com)**

Questions call 541.619.8083



Name of organization or business: \_\_\_\_\_

Contact name: \_\_\_\_\_

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

Phone number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Business website address: \_\_\_\_\_

Brief description of business: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature for Business

\_\_\_\_\_  
Date

### **BUSINESS EXPO INFORMATION**

- Expo spaces are limited to a single 10' x 10' booth. Business is responsible for providing all equipment (including canopy), tables, chairs, staffing, assembling, and dismantling of their booth. Business is responsible for the security of their belongings at all times. All booth material must be confined to the designated booth space. Business should come prepared for inclement weather.
- Business is responsible to be open and at their table during the hours of 12:00 pm – 6:00 pm.

### **NO Electrical Access**

#### **Setup**

- Setup begins at 8:00 am day of Celebration and must be completed before 12:00 pm. Use Vendor entrance.

#### **Celebration Hours**

- Saturday, Sep. 12th, 12:00 pm – 9:00 pm.

The Business hereby agrees to indemnify and hold harmless the City of Millersburg, its officers, agents and employees from any and all claims, demands, losses, or damages, including attorney's fees, which may arise in any manner from the Business activities or presence on City property as authorized by this agreement. This release and indemnification obligation include, but is not limited to, claims made by the Business, its agents or employees.

### **FOR THE VENDOR:**

### **FOR THE CITY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Terms and Conditions

**Location:** Vendor's right to operate the Concession shall be limited to the boundaries of Millersburg Park.

**Contract Not Transferable:** This contract shall not be transferable in whole or part. In the event a booth operator with a valid contract sells, or desires to sell the cart to another operator, the new operator must apply for a new contract.

**Other Costs:** Vendor shall pay all costs associated with construction, transportation, operation and maintenance of its equipment, including their food cart, product displays and other business belongings.

**Independent Contractor:** Vendor is an independent contractor. Nothing in this contract shall be construed to make Vendor an employee, agent or representative of the City of Millersburg. Vendor has no authority to make any binding commitments or obligations on behalf of the City.

**Food Products:** The products shall satisfy applicable state and local health and quality standards, and shall meet commonly accepted commercial standards for such products. Vendor shall cooperate with all health and quality control inspections requested by any governmental agency.

**Waste and Litter:** Vendor shall properly dispose of all waste resulting from Vendor's cart operation, and shall keep the area around the site free and clear of litter.

**Business Days and Hours:** Vendor hours of operation are limited to the hours of the Millersburg Celebration.

**Indemnification:** Vendor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Vendor, its subcontractors, or employees. Vendor shall indemnify and hold the City of Millersburg, its officers, agents and employees harmless from and against all claims, actions, liabilities, and costs [including costs of defense] arising out of, or in any way related to, Vendor's operation of the Concession, or any other actions or failure to act by Vendor or Vendor's employees, agents, officers or representatives. If any such action or claim is brought against the City of Millersburg, its officers, agents, or employees, Vendor shall, upon tender, defend the same at its sole cost and expense, promptly satisfy an adverse judgment, and reimburse the City of Millersburg, its officer's, agents or employees for any loss, cost, damage, or expense [including legal fees] suffered or incurred.

**Workers' Compensation:** Vendor is a subject employer under ORS 656.017, and agrees to comply with all requirements resulting thereof.

**Default:** Vendor shall be in default of this contract to comply with any other provision of this contract within seven (7) days after receipt of written notice from the City of Millersburg stating the nature of such failure with reasonable particularity.

**Remedies:** Without waiving any other right or remedy that may be available to the City of Millersburg under this contract or by law as a result of Vendor's default, City of Millersburg may terminate this contract upon seven (7) days prior written notice of termination to Vendor.

**Compliance with Law:** Vendor shall comply with all applicable federal, state and local laws, rules, ordinances and regulations, whether or not specified herein, at all times during the term of this contract.

**Notice:** Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the address above.

**Attorney Fees:** In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party, in addition to costs and disbursements allowed by the court, reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review. Such fees shall include an amount estimated by the court to be incurred by the prevailing party in realizing upon any judgment or enforcing any decree.

**Integration:** This contract embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This contract shall supersede all prior written communications, representations, or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.

**GOVERNING LAW, JURISDICTION, VENUE:** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit, or proceeding between City and Vendor that relates to this Contract ("Claim") must be heard exclusively in the Circuit Court of Linn County for the State of Oregon. If the Claim must be brought in a federal forum, then it must be heard exclusively in the US District Court for the District of Oregon. Contractor consents to the *in personam* jurisdiction of these courts. *Neither this Section nor any other provision of this Contract is a waiver by the City of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or from the jurisdiction of any court.*