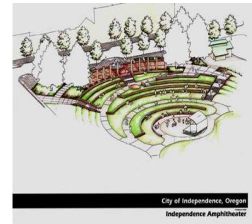




City of Independence



Independence Riverview Amphitheater

240 MONMOUTH STREET, P.O. BOX 7, INDEPENDENCE, OR 97351
Phone: 503.838.1212 FAX: 503.606.3282

RIVERVIEW PARK AMPHITHEATER NON-PROFIT VENDOR APPLICATION

To request a space for the 2010 INDEPENDENCE AMPHITHEATER "MOVIE/MUSIC SUMMER SERIES" EVENTS, please complete and send this application with your check to:

Amphitheater Event Coordinator
P. O. Box 7
Independence, OR 97351

GOAL: To provide a format that benefits all parties involved, which brings people to events, which brings funding; that, in turn, provides more programs; this, in turn, brings more people. Thanks for your participation.

Vendor Application for Independence Amphitheater (Please print)

Responsible Party's Name _____

Non-Profit Group Name _____

Address _____ City _____ Zip _____

Work Phone () _____ Home or Cell Phone () _____

Vehicle License # (in case of emergency at the Park) _____

Describe Product _____

"FIRST COME, FIRST SERVED" is honored!

Each 10' X 10' space: \$10.00 per evening event, up to **\$50.00** maximum for all evening events.

Number of evenings _____ X \$10.00 = \$ _____ X (# of 10'X10' spaces) _____ = Total \$ _____

Please check: 7/8/10 7/15/10 7/22/10 7/29/10 8/5/10 8/12/10 8/19/10 8/26/10
 7/9/10 7/16/10 7/23/10 7/30/10 8/6/10 8/13/10 8/20/10 8/27/10

Will you need electricity? Yes No

Would you be interested in making a donation to our prize give-a-way? Yes No
(All vendors who donate will have their names announced at the prize give-a-way.)

Agreement and Signature

The undersigned, by signing, acknowledges that the Terms and Conditions/Rules herein enclosed has been carefully read and understood and agrees to abide by these terms and conditions.

Signature _____ Date _____

VENDOR TO KEEP THIS COPY

Independence Riverview Amphitheater
240 Monmouth Street
Independence, OR 97351
(503) 838-4912

RIVERVIEW PARK AMPHITHEATER "SUMMER SERIES" NON-PROFIT VENDOR APPLICATION TERMS AND CONDITIONS/RULES

The following terms and conditions define the agreement between you as the VENDOR and the City of Independence. Participating in the Summer Movies/Music Series events is contingent on agreeing to, as well as adhering, to these rules:

1. **LAWS & RULES AND REGULATIONS:** All pertinent fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly obeyed. The VENDOR agrees to keep all merchandise, chairs and other equipment within the marked boundaries of the booth.
2. **SPACE RENTAL:** The VENDOR will be assigned a space or booth area. **VENDOR is required to use tables forming a "U" shape for their booth, covered with white tablecloths. The tablecloths shall be large enough to conceal the front and underside of the tables.** Due to last minute changes caused by fire codes, size of event, electrical layout, or for other just cause, the VENDOR may be required to relocate.
3. **CONTENT OF BOOTH/AREA:** The Event Coordinator reserves the right to approve the contents and character of all exhibits and reserves the right to prohibit or expel any merchandise that is out of keeping with the character of the event. Adult items, or items not intended for family viewing are not allowed.
4. **RELEASE AND HOLD HARMLESS AGREEMENT:** The request to reserve vendor space constitutes an express contractual agreement between the VENDOR and the City of Independence and it is understood and agreed that by signing this agreement, the VENDOR fully releases and holds harmless the City of Independence, its agents, and employees, from any and all liability for all claims of every nature and kind whatsoever, including death, personal injury, loss, theft, or damages to personal property, whether or not caused by the City of Independence's own negligence or the negligence of its agents and employees.
5. **INSURANCE:** Vendor is responsible for obtaining its own insurance coverage to insure against theft, fire, smoke, flood or any other loss or casualty.
6. **PAYMENT/CANCELLATION POLICIES:** We accept check or money orders, to be forwarded with the contract. In the event of the need to cancel your booth space reservation, a full refund will be made provided that the cancellation is received thirty (30) days prior to the day of the event. From the 30-day point to the week of the show, a \$5.00 cancellation fee will apply. No refund will be made if cancellation is received less than one week prior to the day of the event.
7. **SIGNAGE:** All booth signage will be subject to the approval of the City of Independence Event Agent. This includes signs indicating a reduction in price. Signs are limited to 8 feet in length X 12 inches high, to hang in front of the table or at the top of the booth. **All signage will be placed on the tables and/or tent within the confines of the booth space.** These signs may be removed by the City's Agent in order to maintain a professional appearance.
8. **SALES OF FOOD:** All sales of food must adhere to the Regulations of the Environmental Health Codes. Permits are required through the Polk County Health Department. Anyone handling food must possess a current Food Handlers Card during the operation of your booth. **ANY FOOD, SUCH AS COOKIES, CAKE, ETC., PREPARED IN AN UNLICENSED KITCHEN CAN BE SOLD BY POSTING A SIGN STATING, "FOOD NOT PREPARED IN A LICENSED KITCHEN".**