



Welcome to the 4th Annual Oregon Hill Pumpkin Festival! This is a festival that everyone looks forward to attending. The harvest season is the beginning of the holiday season – one that brings family and friends together for celebrations. The fun of picking out the special pumpkin and an opportunity to make a family day of it is what brings everyone out rain or shine!

The Pumpkin Festival provides all the local communities not only a pumpkin patch but also a wonderful and enjoyable day of pumpkin hunting – rain or shine! Visitors enjoy the craft vendors, food vendors, music, and the safe environment. Some return with more friends and family. We receive emails from attendees telling us how much they enjoyed their visit and some share their photos with us. And, they look forward to the next year!

Vendors' full participation and commitment to this event is essential to its success. Attendees return with expectations to experience something they saw and did not get to buy, eat, or do on their first trip. If you do not show up each day and stay the duration, it impacts all other vendors -- once the space is established, filling in the spot is next to impossible. Our commitment to you is to make your experience a pleasurable one and we will work to accommodate your needs as best as possible. You will find that the cost to set up your business at the festival is reasonable. The number of spaces is limited. Spaces will be assigned and reserved only with payment – first come, first served. "Buddy Spots" are not guaranteed. Use of space and vendor needs determine best booth placement. Please do not wait until the last minute to reserve a spot – we will not be able to accommodate you once all spaces are taken. Vendors are encouraged to be creative to best maximize the sales returns. It is a great opportunity to present holiday gift items or decorations.

I hope that you will join us to provide all the guests with a wonderful 4th Annual Pumpkin Festival experience.

Sincerely,

Tom McMahon, President
Oregon Hill Farms, Inc.

Enclosure: 2008 Vendor Packet

OREGON HILL FARMS, INC.

32861 Pittsburg Road

St. Helens, OR 97051

503-397-2791

4th Annual Pumpkin Festival

October 11 – 12 & October 18 - 19

Saturday 10 a.m. – 6 p.m. ~ ~ Sunday 12 p.m. – 5 p.m.

EVENT VENDOR APPLICATION

Business Name: _____ E-Mail Address: _____

Contact Name: First _____ Last _____

Contact Address: Street: _____ City/State: _____ Zip Code _____

Phone Number: (____) _____ Cell: (____) _____ Fax: (____) _____

Booth Type: Food () Crafts () Collectible () Exhibit ()

ALL VENDORS: Describe items for sale or exhibit (including foods and handouts): Items listed are subject to approval of Oregon Hill Farms. Items will be approved on first come/first served basis. In fairness to all vendor sales, in attempt to not duplicate items for sale, you may be asked to change/substitute items. Additional items must be approved and not added to the Sell list after this form is approved. Oregon Hill Farms reserves the right to reject sales of certain items, foods, or handouts.

Electrical Service Required: YES () NO ()

List Items needing electrical service: *Bring your own electrical extension cord (50 ft)

Number of 10' x 10' spaces needed: _____ (X) \$120.00 per space: \$ _____

(10 ft store front) (cost is for all four days, \$30 per day!)

Add Electrical Service ~ \$15.00 per space (for all four days): \$ _____

Total Fees: \$ _____

Please make checks payable to: Oregon Hill Farms, Inc. If paying by charge card please list appropriate information on Page 2. There will be NO REFUNDS. Spaces will be reserved only after application with **full payment** has been received and approved by Oregon Hill. **A two-weekend commitment is required for Festival continuity.** Payment is due by September 1st, 2008 to reserve a booth space.

NO vehicles will be allowed in Event grounds during the festival. Vendor parking will be allocated.

Please refrain from bringing your pets to the festival.

OREGON HILL FARMS, INC.
2008 FESTIVAL VENDORS
TERMS AND CONDITIONS OF ATTENDANCE

AUTHORITY OF OREGON HILL FARMS INC. (Oregon Hill): Oregon Hill and its Event committee will administer all 2008 Event vending permits. This permit is subject to the following terms and conditions:

REFUNDS – THERE WILL BE NO REFUNDS

USE OF ASSIGNED SPACE (the "Booth") – No vehicles will be permitted at or behind the booth space. Parking for vendors will be allocated accordingly. Participant may not display, sell/or attempt to sell any items of drug paraphernalia; any item displaying obscenity or profanity; any item that is sexually explicit or displays of nudity; or any item tending to excite racial, gender, religious disharmony. You will be asked to leave or be escorted off Festival grounds.

- Participant may use the booth space assigned by Oregon Hill to sell only the items described in the permit application. Participant accepts the booth space in the condition existing at check-in. Oregon Hill is not obligated to make any improvements to the booth space for the Event.
- Participant shall not make any alterations to the booth space without approval of Oregon Hill. Participant shall take reasonable precautions to prevent damage to the booth space. Stakes, spikes, or other devices shall not be driven into the pavement. Participant shall be responsible and shall compensate Oregon Hill for damage that is caused by the negligence or other wrongful acts or omissions of Participant, or their employees or agents.
- Participant shall keep the booth space reasonably clean during the Event and afterward, place all trash generated by the Event in receptacles provided in the Event area. All corrugated boxes will be flattened and placed next to a dumpster.
- Participant shall remove from Vendors area their furniture, appliances, supplies, signs, and other personal property used at the Event and surrender the booth space to Oregon Hill in the same condition as received no later than 4:00 p.m. on the Monday immediately following the Event.

FOOD AND BEVERAGES

- No person or entity may serve food or beverages at the Event for consumption by the public without a temporary restaurant license as required by ORS642.025 or a temporary benevolent restaurant license as required by ORS642.028.
- Information about the required license may be obtained by contacting the Columbia County Health Inspector at (503) 366-3828. Each food booth MUST have a fire extinguisher.
- **No beverages can be sold without the approval of Oregon Hill.** Alcoholic beverages may not be consumed, distributed, or sold on the Oregon Hill premises at any time.

INDEMNIFICATION

- Participant, Participant's officers, employees and agents are not officers, employees, or agents of Oregon Hill as those terms are used in ORS 30.260 to 30.300. Participant shall defend, indemnify, and hold harmless Oregon Hill, and their officers, employees, and agents from any and all loss, claims, actions, costs, expenses, damages, judgment, and other expenses and liabilities ("claims") arising out of injury (including injury resulting in death) to any person or damage (including loss or destruction) to property caused in part or entirely by the activities of Participant, or Participant's officers, agents, or employees or any hazardous condition at the booth. Participant will not be responsible for claims resulting solely from the negligence of Oregon Hill, or officers, employees, or agents, or latent hazardous conditions.
- This Section merely allocates risk between Oregon Hill and Participant. It cannot be construed to diminish any liability insurer's obligations or to waive contribution or indemnity from other persons or entities.

LIABILITY INSURANCE (FOOD VENDOR ONLY)

- Participant shall, at its own expense, at all times while Participant is using the Booth, maintain in force a comprehensive general liability insurance policy including coverage for contractual liability, products and completed operations, and owner's and contractors protective insurance and comprehensive automobile liability including owned and non-owned automobiles. The liability coverage must be equal or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- Liability coverage must be provided on an "Occurrence" basis. "Claims made" coverage will not be acceptable. Oregon Hill Farms, Inc. shall be named as Certificate Holder and Additional Insured.
- Your Insurance Certificate must be mailed along with your Application – or be received soon thereafter. You may NOT wait to bring the certificate with you to the event. This is for your own benefit because it allows time to correct any mistakes on the Certificate. Vendors who are required to provide a Certificate of Insurance will NOT be allowed to set up until a correct Certificate has been received. If you do not provide a correct Certificate prior to the show, you will NOT be given a refund for your space(s) fee.

HOLD HARMLESS

- Participant agrees to be responsible for any injuries to any and all persons or property caused directly or indirectly by reason of any act, error, omission or negligence by Participant in the usage of the facilities and/or personal property listed above; and further agrees to indemnify, hold harmless and defend Oregon Hill, officers, agents and employees of Oregon Hill from and against any and all demands, claims, suits, actions, damages, costs, losses and expenses, including contract liability, in any manner resulting from, arising out of, or connected with such injury.

REMEDIES

- Time is of essence for this Permit. If Participant fails to comply with any material conditions of this Permit, or if Participant does not take prompt action to rectify a failure to comply with this Permit or a supplemental agreement, Oregon Hill may immediately terminate this Permit, eject the Participant from the Event, and exclude the Participant from future Events; retain Participant's fee as liquidated damages; or enforce any remedies available to Oregon Hill Farms, Inc. under Oregon law.
- The above stated remedies are cumulative. The exercise of one remedy by Oregon Hill will not impair any other remedy. Any litigation concerning this permit will be conducted in Circuit Court or District Court of the State of Oregon for Columbia County.

ATTORNEY FEES – Should Oregon Hill file suit or action against the Participant on any cause arising in any way from this Agreement, Participant agrees to pay to Oregon Hill Farms, Inc. such reasonable sum as Attorneys' fees as the court, having jurisdiction of the cause, may determine is reasonable, in addition to cost and disbursements allowed to a prevailing party as a matter of law.

COMPLIANCE WITH LAWS - Participants shall comply with all Federal, State, and local statutes, regulations, administrative rules, codes, and ordinances that apply to the Event, including the City of St. Helens ordinance.

NON-ASSIGNMENT - The Permit assigned to the Participant may not be assigned, sublet, or secured by attachment or exclusion or in any manner transferred to any other person, firm, or entity, either voluntarily or involuntarily or by operation of law or otherwise.

WEATHER AND SECURITY – All booth spaces are located outside with little protection from wind and rain. Participant must keep in mind that the Event is in the Fall and that weather conditions can change rapidly. Participant is advised to prepare for all types of weather. Oregon Hill is not held responsible for damage to booth space, canopy, or contents of canopy due to weather conditions. All booths shall be properly tethered for wind. This is very important!! Weather is varies by temperature and wind at higher elevations.

RUBBISH CONTROL DURING THE EVENT – Trash bins are provided throughout the Event grounds for use by Participant to dispose of Event created rubbish. Each food vendor shall provide a suitable trash container at their booth, police the area around this container, and empty it as required.

EXTENSION CORDS – Participant must provide all required extension cords. When more than one cord is used all connections shall be taped or otherwise sealed to provide waterproof protection. Use only heavy-duty, three prong, UP approved on appliances regarding grounding. A 50-ft cord is recommended. Extension cords must be larger than the appliance using them. A word of caution: worn, frayed, or improperly insulated cords will trip the GFI circuit breakers. Do not use insulated staples to hang cords and do not have bare metal next to cords. Any CO2 bottles etc. must be secured. Fire marshals and Firefighters will be checking.

EARLY ARRIVAL – Camping is not allowed at Oregon Hill grounds. If you need to camp during the Event arrangements must be made with Oregon Hill. Contact Oregon Hill if you need special arrangements.

CHECK-IN – All booths are pre-assigned with space numbers. Event members will be available at set-up time to direct you to your booth. Please see attached Fee Schedule for set-up times. Only paid vendors will be allowed to set up. Payment must be made in full in order to set up your booth.

HOURS OF OPERATION – Closing your booth before the specified time or leaving early is NOT permitted for Festival continuity. Leaving early will be grounds for exclusion from future Events. Participants may open earlier – but you must be open during our advertised hours of operation. Rain or shine Festival attendees will be ready at opening time and should not be deprived by less than the number of featured activities and vendors.

TIPS ABOUT THE APPLICATION

- Your application is a contract. Please type or print legibly the information required. When an item is not applicable, indicate that fact by entering N/A. When contacted please respond immediately or your space may be forfeit.
- If you share the cost of booth space with a participant who is not a member of your immediate family, we require an application from both parties. This procedure serves two purposes, (1) we know who the participants are, and, (2) the other person's name is added to the Event mailing list. Additional application(s) will be sent upon request. DO NOT use reproduced copies. Both parties agree to follow all rules.
- Participants desiring to be near each other should try to have both parties indicate this fact on their application. Please use other vendor's full name. Both parties must be in the same category (food with food, crafts with crafts, etc.). There is no guarantee that choice of spots is possible – applications are on first come, first served basis.

If you have any questions or would like clarification of the Terms and Conditions, please call Oregon Hill Farms. The intent of this documentation is to set forth guidelines for fairness, equality, understanding and expectation of each Participant of the 2008 Pumpkin Festival to create and enjoyable, quality event for participants and attendees.