

**ELK MOUNTAIN HIGHLAND GAMES
& HARVEST FESTIVAL 2021**

**Saturday September 25 & Sunday September 26, 2021
Evans Valley Education & Community Center
8205 E. Evans Creek Rd. Rogue River, OR 97537**

**VENDOR APPLICATION
RETURN BY 09/10/2021 TO RESERVE YOUR SPACE**

Vendor Space 10' x 10' \$90.00_____ 10' x 20' \$125.00_____ 20' x 30' \$270_____

Clan Tents are no larger than 10' x 10' and are informational about Clans \$15 _____

Name of Organization: _____

What do you sell? _____

How many total people in your booth? _____

Names of Helpers: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Phone: _____

E-mail: _____

Total enclosed \$ _____

Contact with questions: Mysti Jacob
541-941-9613 mystijacob@gmail.com

**Please enclose entire fee and make check payable to:
Evans Valley Community Association
P.O. Box 803 Rogue River, OR 97537**

2021 Elk Mountain Highland Games & Harvest Festival Vendor Agreement:

This agreement is made and entered into this _____ day of _____, 2021 by and between the Evans Valley Community Association, herein referred to as EVCA and (your business), _____, herein referred to as "Vendor" with reference to the following facts:

- 1) If the Vendor is accepted, EVCA grants the Vendor the right to sell, distribute or display and the Vendor agrees to sell, distribute or display at the festival site only the items listed and described in the attached EVCA Vendor Application.
- 2) EVCA will provide space at the festival site. This space designated by EVCA for each site requested and rented by the Vendor. Each space is outdoors on a grass field and is not guaranteed to be level or smooth. Please make sure to bring **WEIGHTS** to secure your booth tent.
- 3) The Vendor agrees to setup the designated site(s) and be open for business by 9:00 am on Saturday, September 25th and Sunday, September 26th, 2021. The Vendor must remain open until 6:00 pm (but may stay open till 9) on Saturday and 5 on Sunday. All Vehicles will be cleared from the grounds by 8:30 am and not allowed back on until visitors have cleared the vending area after 6pm. **Set up will be available starting Friday, September 24th at 2 pm.**
- 4) The Vendor shall keep the site(s) in a clean and sanitary condition at all times. The Vendor shall be responsible for removing any and all trash from their site and surrounding area and disposing of it in trash and recycle containers provided on site.
- 5) Vendors are recommended to have a general commercial liability policy of insurance for their own booth space. EVCA event insurance does **not** include coverage for Vendors. EVCA is not responsible for any theft or loss experienced by the Vendor.
- 6) If in the judgment of the EVCA the manner of the operation of the site(s) or the quality of the merchandise or services does not meet the requirement of this agreement, or if the Vendor is in default of any other terms of this agreement, EVCA may terminate this agreement in part or in its entirety.
- 7) The Vendor may cancel this agreement at any time with the understanding that all fees paid to EVCA will be returned to the Vendor *unless cancellation is after 09/11/2021*. Cancellation after September 11, 2021 will not be refunded. If the event needs to be cancelled due to wildfires, Covid-19 restrictions, etc. we will let you know with at least 72 hours notice. The event will be rescheduled for May. You can choose a 100% refund or retain your booth space for the spring. If you take the refund, you will not be eligible for 2021 booth price the following year.
- 8) Sales or distribution of the following items are strictly prohibited: Alcohol, tobacco or tobacco related items, illegal substances such as illicit drugs and/or drug paraphernalia, animals/pets, and items that include adult content inappropriate for a family audience.
- 9) Dogs are always welcome at the EVCA and dogs must be leashed at all times. Vendor is responsible for any and all damage or liability an animal may cause.
- 10) Vendor is responsible for any and all damage or liability to the property, grounds, and other vendor property.
- 11) Vendors are allowed 2 passes for a 10X10 space, 4 passes for 10X20 and 6 passes for 20X30

Signed Name

Date