

Vendor Application

2023 Aug 25 & 26

The Airshow of the Cascades is both an Airshow and Festival of planes, cars, music, food, beverages, and other entertainment all in one. Each year, an average of 20,000 visitors come to visit for the day or camp for the weekend. Most of our vendors return each year, however we are always looking for new and interesting types of food, non-food and community vendors. The Airshow Festival is the largest aviation festival in Oregon each year. The event is managed by a large group of volunteers and is a 501©3 non-profit.

Type of V	endor or Booth:			
FOOD	_ Non Food (Sales/	Merchandise)	* C	ommunity Non-Profit
*Comm	unity Non-Profits Are Inf	formation Booths	only – No	Sales or Raffles Allowed
Business N	lame:			
	ame:			
	none Number:			
	ddress:			
Alternativ	e Contact Name:			_ Phone:
Types & Ex	xamples of Product(s) Being Sold, P	roduced (or Advertising For:

Vendor Registration Deadline June 30

Priority to vendors based on registration date, past attendance, quality of display, variety of products and adherence to rules. The Airshow of the Cascades reserves the right to accept or reject any type of vendor at their sole discretion.

Vendor Required Hours of Operation, Set Up and Tear Down:

Event Location

Madras Airport (S33) 2028 NW Berg Drive Madras, OR 97741

Set Up Date/Time

Thursday 11:00 am – 6:00 pm Friday 9:00 am – 11:00 am (Limited Access)

Tear Down Date/Time

Saturday 5:00 pm – 8:00 pm (After Show Closes)

Sunday 8:00 am – Noon

(Vendors Must Be Off the of Active Airport by Noon Sunday!!!)

<u>Airshow Festival Event Hours</u>

Friday 1:30 pm — 11:00 pm Saturday 8:30 am — 5:00 pm (Vendors Must Be Open During All Event Hours)

Vendor Space Pricing Information

Type of Structure:

Tent					
10' x 10"	100 sq. ft.	\$250			
15' x 15'	225 sq. ft.	\$350			
20' x 20'	400 sq. ft.	\$450			
20' x 30'	600 sq. ft.	\$600			
Trailer					
0' – 20' Leng	\$300				
21' – 25' Ler	\$350				
26' – 30' Ler	\$400				
Truck					
0' – 15' Leng	\$300				
16' – 25' Ler	\$350				
26' – 30' Ler	\$400				

Community Non-Profits (NO SALES) \$50 (Subject to Airshow Review)

- ✓ Contact Airshow for alternate configurations and pricing.
- ✓ Trailer tongue does not count as trailer tength.
- ✓ Prep area behind structure allowed 50 sq. ft.- 100 sq. ft. No charge.
- ✓ All trucks, staff cars, delivery, towing and or any accessory vehicle must be moved to the designated parking area. Only one vehicle is allowed in vendor parking area, all others must be parking in main parking lot.
- ✓ Absolutely no campers or camping allowed adjacent to the vendor structures.
- ✓ Vendors are responsible for their own trash removal and must use "grey water" disposal provided in central location.
- ✓ Due to high winds, all structures must be adequately secured (no stakes into asphalt runway). Vendor is liable and fully responsible for all damages caused by a structure that impacts planes, people or other booths.
- ✓ Vendors must have a liability insurance policy, see Vendor Agreement

Vendor Electrical Power Requirements and Pricing

Is Electric Power "Requested" to be Prov	Is Electric Power "Requested" to be Provided by the Airshow?					
Yes No						
Power Supplied By Vendor Must Be Quiet/Muffled/Invertor Generator						
Amount of Power Requested:						
20 AMP Service Requested	\$50 (limit two)					
Quantity of Outlets Requested						
30 AMP Service Requested	\$75 (limit one)					
Quantity of Outlets Requested						
50 AMP Service	Not Available					

- ✓ Power is being requested by the vendor. No guarantee it will be suitable or that it will meet your complete requirements.
- ✓ Supplying your own power and or emergency backup is highly recommended should there be a power outage, supply issues or other complications in providing a vendor power. If power has been paid for and not available, fees will be fully refunded.
- ✓ Vendors must provide their own extensions cords.
- ✓ A minimum of 200′ / 14-gauge cord is <u>highly recommended</u>. Consideration should be given to the size required to carry the AMPS needed to operate equipment.
- ✓ Vendors need to provide adaptors that are required to connect to various types of power sources. It is <u>highly recommended</u> to bring a selection of adaptors and verify prior to arrival to avoid unexpected problems.
- ✓ All generators must be of the quiet/muffled/invertor models.
- ✓ Plan ahead to avoid unfortunate problems related to power during the event.

[&]quot;By clicking here, I state that I have read and understood the terms and conditions."

Central Oregon Airshow Inc., DBA Airshow of the Cascades Vendor Agreement

This Agreement is made and entered into by and between the Central Oregon Airshow, Inc. dba Airshow of the Cascades ("Airshow") and the Vendor identified in the Application ("Vendor"). Vendor wishes to participate in the Airshow of the Cascades (the "Event").

The parties agree:

- 1. Subject to Vendor's compliance with this Agreement, the Airshow will allow Vendor to sell, distribute, and display the products and wares as described in the Vendor application during the Event. Subject to the terms and conditions of this Agreement, Vendor agrees to sell, distribute, and display at the Vendor space the products and wares described in the submitted Vendor Application which meet the terms and conditions of this Agreement.
- 2. The Airshow reserves the right to deny any portion of this Agreement or limit products sold which are in conflict with other Agreements, contracts or deemed inappropriate for the event.
- 3. Vendor agrees that at no time will drugs or drug paraphernalia, tobacco-related products, items with adult content, or anything deemed by the Airshow to be objectionable in content or inappropriate for a family event. Should Vendor's products and/or services be deemed inappropriate by the Airshow, the Airshow reserves the right to its sole and absolute discretion, to bar any exhibit, booth, vendor, person, or entity or to remove any merchandise deemed inappropriate or not keeping with the character and purpose of the Event and may exercise that right at any time during the Event or to shut down the Vendor's operation.
- 4. Vendor agrees to comply with all local laws and ordinances and will maintain a standard of behavior that is suitable for this family-oriented event. Should a Vendor or its staff fail to conduct themselves appropriately and engage in behavior which has been deemed unsuitable by the Airshow, the Vendor will be asked to close the Vendor booth and vacate the premises. This includes any report or evidence of overindulgence of alcohol, any use of illegal substances, or other offensive behavior (e.g., loud and disruptive or inappropriate speech or language).
- 5. Vendor understands and agrees that Vendor spaces are assigned on a first-come, first-served basis and based on receipt of Vendor Application, Certificate of Insurance, required documentation, and full payment by Vendor. Vendor understands and agrees that space assignments are not guaranteed.
- 6. Before your space is confirmed, the Vendor Agreement, full payment, insurance certificates and other required documents must be received.
- 7. All Vendors who wish to host a raffle and meet the State of Oregon criteria must be preapproved by the Airshow. The vendor fee is 20% of the raffle sales while at the event. The Airshow limits the number of raffles at its sole discretion.

VENDOR CHECK-IN and SET-UP/TEAR-DOWN

- 1. Vendor Packets will be given out by the vendor coordinators in the area of the North Hanger. Each booth will receive vendor wristbands that allow access into the event. Vendor wristbands are restricted for use only by those persons working in your booth and must be worn at all times. Friends or family who visit must purchase their own wristbands at the main gate. Vendor coordinators will come around to check to make sure each person in your booth has a wristband.
- 2. One (1) vendor parking pass will be issued to each vendor. You will be given a Vendor Parking Pass to place on the dash of your vehicle when you park in the designated Vendor Parking Area located across the street from the Main Gate. Additional free parking is available in the General Parking area.
- 3. Vendor acknowledges and agrees that any items, structures, or vehicles not directly in use as a part of the Vendor space must be removed from the grounds and shall be parked in designated Vendor Parking or the General Parking lots during the hours of Airshow operation which must be accomplished not later than the set-up completion time on Friday. Failure to do so may result in your vehicle being towed. No parking by Vendors is allowed adjacent to the booths. All vehicles must be moved to the designed Vendor Parking Area during the hours the gates are open, no exceptions. All stocking or re-stocking of the booths must occur before or after the gates open or close. Supplies must be dropped off prior to the gates opening to the public each day.
- 4. Vendor agrees to the setup and teardown schedules as outlined. Vendor must be set up and open when the Event begins each day and remain open during Event hours.
- 5. Vendor Booth setup is between 11:00am and 6:00pm on Thursday, the day prior to the Airshow, and 8:00am to 11:00am on Friday, the opening day of the Airshow. Vendors my stage vehicles in designated vendor parking areas on Wednesday if needed with a Vendor Parking Pass visible on the dashboard.
- 6. All vendors must be ready and open for business on Friday between 1:30 pm and 11:00 pm and on Saturday between 8:30 am and 5:00 pm. No early tear down of booths will be permitted prior to 5:00 pm on Saturday. Vendors are not allowed to leave and return between Friday and Saturday, they must remain for both days.
- 7. No driving on the tarmac (airfield) is allowed until it is completely cleared of Airshow guests. All trailers, tents, and booths must be off the field by Sunday at 12:00 pm. This area becomes an active airfield and therefore all unnecessary equipment and vehicles must be removed. Once set up is completed, you must move a vehicle or trailer to the designated Vendor Parking Area and place your parking pass in a visible location.

8. Vendor agrees to abide by the terms and conditions which may be amended and updated on this Agreement or supporting documentation, or on website at any time. Vendors will conform to all space sizes allocated and agreed to herein and Vendor hereby acknowledges that the boundaries of their requested Vendor Space may not be exceeded in length, height or depth. Vendor may rent one or more space(s) and agrees that Airshow shall not be required to make any alterations to the Vendor space. Vendor spaces outside these parameters must be negotiated with the Vendor Coordinator in conjunction with this Agreement and in advance of the deadline.

SAFETY, SECURITY & TRASH

- 1. Vendor-supplied tents or trailers must be properly secured for the safety of everyone. Tents must be secured with water barrels or other similar devices and must be fire retardant. Water is available on site for filling barrels. No stakes can be put into the asphalt, concrete, or tarmac. Any booth that is deemed unsafe will be required to be removed from the venue or made to meet safety requirements at the discretion of The Central Oregon Airshow, Inc.
- 2. Vendor agrees to maintain clean and sanitary conditions at its Vendor space at all times, and will remove all trash from, and around the immediate vicinity of its Vendor space at the close of each day. Trash should be deposited in designated trash and/or recycling receptacles on Event grounds. Loose trash may become a safety hazard for operational aircraft. Non-compliance with this may result in a fine by the City of Madras for littering. Oil absorbent pads should be used to prevent oil from being deposited on the ground under your work area.
- 3. Vendor offering food items must have current State of Oregon issued Food Handler Licenses (www.orfoodhandlers.com) and meet all local and state requirements.
- 4. Vendors are not allowed to sell beverages containing alcohol. All alcohol is controlled by the Central Oregon Airshow, Inc.
- 5. Vendor agrees to provide its own means of shade or shelter for outside spaces and is responsible for its own setup and teardown operations. Vendors should be aware that temperatures on the airfield can be very hot and should plan for shade, ventilation, and hydration accordingly.
- 6. At no time will the Vendor operate a radio or device which emits broadcast sound during the Event. There are many announcements, including safety and live music and radio broadcasts that may be happening during the Event.
- 7. Vendors must capture all gray water, grease, oil and dispose it properly. Absolutely no dumping on the tarmac is allowed.
- 8. The Airshow provides security officers who will patrol during Event hours, and overnight security personnel. Please note, the Event venue is a large and open space. The Airshow cannot

take responsibility for theft, loss of or damage of Vendor property nor are our Volunteers allowed to temporarily staff a Vendor Space at any time. We recommend that Vendors take reasonable steps to secure their goods overnight and during the Event. Vendor agrees to continuously staff its space until the close of the Event each day and agrees to assume full responsibility for the security of their assets.

9. No smoking is allowed inside airport-fenced grounds and explosives, flammables, or other dangerous items are prohibited in the exhibit area. You will be in on an active airport runway environment with many flammable fuels in the vicinity.

INSURANCE REQUIREMENTS

- 1. All Vendors must provide proof of commercial liability insurance for \$1,000,000 adding the Central Oregon Airshow, Inc. dba the Airshow of the Cascades, as additional insured.
- 2. Vendor acknowledges that the Airshow's insurance does not include coverage for Vendors. IN NO EVENT IS THE AIRSHOW LIABLE TO VENDOR OR ANY THIRD PARTY FOR ANY THEFT, DAMAGE, INJURY, LOSS OR DEATH OR ANY CAUSE OF ACTION WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE.

REFUND POLICY

- 1. In the event that all or any portion of the Airshow is cancelled due to inclement weather, wind, fire, smoke or for any reason beyond the control of the Central Oregon Airshow, Inc., no refunds will be given for tickets, sponsorships or vendors spaces purchased. Any monies so paid or other consideration given may be considered a tax-deductible contribution to the Central Oregon Airshow, Inc. a 501(c)3 charitable non-profit organization.
- 2. The Airshow schedule and aircraft participating are subject to change and availability. No refunds will be given due to the failure of any acts or aircraft to appear or participate.
- 3. Vendor may terminate this Agreement and cancel their participation at any time. Cancelation notices and requests for a refund by a Vendor must be made in writing or by e-mail. Requests for refunds received prior to May 31 receive a full refund. Requests for refunds made by June 30 receive a 50% refund. Those canceling after June 30 will not receive a refund.

LEGALITIES

- 1. Vendor acknowledges that it has reviewed this Agreement and agrees to comply with its terms and conditions, any request by an Airshow representative, and all applicable local, state and federal laws. The Airshow may terminate this Agreement immediately if The Airshow determines that Vendor is in violation of this Agreement.
- 2. Vendor acknowledges that the Airshow provides volunteers to assist during Event operations. Vendor agrees that IN NO EVENT IS AIRSHOW OR ITS VOLUNTEERS LIABLE TO

VENDOR OR ANY THIRD PARTY FOR ANY THEFT, DAMAGE, INJURY, LOSS OR DEATH OR ANY CAUSE OF ACTION WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE.

- 3. Vendor agrees that the information provided by the Vendor to The Airshow, including but not limited to the Vendor's likeness, name, and/or logo, may be used on The Airshow's web page, social media, any official Event program and on other printed, photographic and graphic materials related to the event.
- 4. If any part of this Agreement shall prove to be invalid or void, it shall in no matter affect or impair any of the remaining provisions of this Application or Agreement, which can be given effect without the invalid or void part.
- 5. Vendor hereby acknowledges and agrees that the Central Oregon Airshow, Inc. "Airshow" may limit or terminate Vendor's activities and/or remove Vendor from the premises at the sole discretion of the Central Oregon Airshow, Inc. at any time and without any liability to the Vendor. Vendor's sole remedy for any breach of this Agreement or any injuries or damages suffered by Vendor shall be an amount not to exceed the amount paid by Vendor under this Agreement. As a condition of this Agreement, Vendor covenants and agrees never to assert any claim or seek any damages against the Central Oregon Airshow, Inc. or its employees, officers, volunteers or agents and all provisions of this Agreement shall inure to the benefit of the Central Oregon Airshow, Inc. Vendor hereby releases and shall hold harmless The Central Oregon Airshow, Inc. and the Airshow of the Cascades and its employees, officers, volunteers or agents from any and all liability for injury, damages or loss to persons or property sustained in connection with Vendor's presence or participation at the Central Oregon Airshow, Inc DBA Airshow of the Cascades.

The effective date of this Agreement is the date this Agreement is signed by a party below. By signing this Agreement, I agree to comply with the terms and conditions set forth herein.

"By clicking here, I state that I have read and understood the terms and conditions."