



**Beach Volleyball Tournament 2017
Non-Food Vendor Contract**

This contract is between the Seaside Chamber of Commerce (Chamber) and _____ (Vendor)
for the purpose of vending merchandise (list): _____

at the Seaside Beach Volleyball Tournament. Said Vendor has requested to be present and selling merchandise during the tournament, August 10, 11, 12 and 13, 2017 and the Chamber has granted their request with these conditions:

1. Vendor set up: Wednesday; August 9th, 2017, Noon to 4:00 pm and Thursday, August 10 from 6:00 to 8:00 am. All vehicles must be off the beach and ramp by 8:00 am. Vendors arriving after 8:00 am forfeit vending that day.
2. Vendor Hours of operation: 10:00 am to 5:00 pm daily. Vendors are allowed to open earlier and close later at their discretion. Play begins at 9 am each day.
3. Vendor Tear-down: No vendor vehicles allowed on the beach or on the ramp before 5:00 pm each day.
4. Chamber has the right to limit Vendor to selling certain merchandise in order not to compete with other merchandise vendors.
5. Chamber will provide (for a fee) electricity if needed but Vendor needs to inform Chamber of their needs by July 14th, 2017.
6. Vendors are **not allowed to sell volleyballs** or any merchandise with the Seaside Beach Volleyball logo without express contractual agreement with Seaside Chamber.
7. Vendor fees are non-refundable and payable to Seaside Chamber.
Fees are: \$800.00 for a 10' x 10' space (Vendor provides tent and labor for set-up.
All fees are to be paid to Seaside Chamber on or before deadlines noted here:
Fee Deadline for Vendor Space + Player Guide Ad: June 9, 2017
Fee Deadline for Vendor Space only: July 5, 2017
8. Chamber is not liable for Vendors loss due to weather, theft or damages.
9. Chamber will provide limited area 24-hour security starting August 9th, 2017 through August 13th, 2017, at 5:00 PM but is not responsible for security of Vendors actual property.
10. Chamber will provide garbage dumpsite available for use August 9, 2017 through August 13, 2017, not to exceed 10 bags of garbage per day.
11. Vendor will be in charge of collecting monies for their product.
12. Upon leaving, Vendor will leave vendor space in the same condition it was at the start of business August 9, 2017.
13. Vendor is responsible for all equipment and labor needed to vend their products other than items mentioned in above contract.
14. Procure and maintain an appropriate amount of liability insurance (\$100,000), naming Seaside Chamber as co-insured.
15. Acceptance. Acceptance of vendor is at full discretion of Seaside Chamber.



Representations and Warranties: Each party hereto represents, warrants, that:

1. It has the full right and legal authority to enter into and fully perform the agreement in accordance with the terms and conditions hereof.
 2. The execution, delivery and performance of this agreement does not end and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith.
- A. **Indemnity:** The Chamber and Vendor shall indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its affiliates and their respective officers, directors, employees and representatives and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, resulting from:
1. Any breach of any representations, warranty, covenant, obligations or other agreement contained in this Agreement;
 2. Out of any failure of such party to comply with any applicable laws, statutes, ordinances or regulation;
 3. Any act or omission or negligence of such party or its employees, agents, contractors, or invitees.
 4. Any claim for personal injury, property damage or otherwise brought on behalf of any third party person, firm, or corporation against the indemnified Party as a result or in connection with services provided by the indemnifying party under this Agreement, which claim does to result from the intentional acts or gross negligence of the Indemnified Party.

Entire Agreement; Choice of Laws, Severability: This Agreement constitutes the entire agreement between the parties and shall supersede any and all other agreements, whether oral or otherwise, between the parties. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties. The Agreement will be governed by and construed according to the laws of the State of Oregon. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Law

Please complete and return the agreement on the next page.



Non-Food Vendor Fees: Vendor Provides their own tent.

\$2100*	10' x 20' END CAP. Includes full page ad	\$ _____
\$1300*	10' x 10' rental space + full page ad.	\$ _____
\$1100*	10' x 10' rental space + half age ad.	\$ _____
\$ 800*	10' x 10' rental space.	\$ _____
	Additional 10' x 10' spaces _____ x \$800 each	\$ _____
\$ 40	Electrical (extension cords not provided) Approved by the Chamber.	\$ _____

*Fees include \$100 vendor fee to Oregon State Park

Total Fees due Seaside Chamber: \$ _____

Ads are for inclusion in the Player Guide which is included in all Player Bags and distributed throughout Seaside tourist attractions, shops, & at the Chamber and Visitor's Bureau. 3500 total distribution.

Deadlines: Ad Fee & Camera-ready art due JUNE 9
Fee & Application for Vendor only due: JULY 14

Note: Camera-ready should be 300 dip as a jpg or PDF
Player Guide Ad Sizes: Full page: 4" x 4" Half Page: 1.875" x 4"

Vendor Signature Printed Name Date

Vendor Address, City, State, Zip

Cell # Other phone #

Email Address (please print clearly)

Complete and mail this form to: Seaside Chamber
P.O. Box 7
Seaside, OR 97138

Seaside Chamber of Commerce
503.738.6391 503.738.5723f

PO Box 7 Seaside, OR 97138
www.seasidechamber.com



VENDOR CODE OF CONDUCT

The Seaside Chamber of Commerce, hereafter called The Chamber, is committed to conducting its business affairs in a socially responsible manner. The Chamber expects a commitment to legal compliance and ethical business practices by all of its vendors. This Code of Conduct shall apply to all participants of Chamber events.

STANDARDS

- A. **LEGAL COMPLIANCE:** Vendors must comply with all applicable legal requirements in conducting business related to sales. Vendors must comply with any lawful and reasonable direction given by a Chamber Representative.
- B. **ENVIRONMENTAL COMPLIANCE:** Vendors will be committed to the protection and preservation of the local environment and conduct business accordingly.
- C. **COMPLIANCE WITH ETHICAL PRINCIPLES:** Vendors will be committed in the conduct of their business to a set of ethical standards, which include, but are by no means limited to, honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being. The Chamber also expects vendors will not provide false or misleading information to anyone.
- D. **FAILURE TO COMPLY:** If any vendor – or others acting on behalf of the vendor or its business – fails to comply with the Code of Conduct, The Chamber will decide an immediate course of action, including but not limited to: dismissal of the Event without reimbursement of previously paid funds; exclusion from future participation in events; and legal proceedings that best protect The Chamber and others in attendance from personal injury, harassment or damages.
- E. **AGREEMENT TO COMPLY:** The Chamber acknowledges your agreement to this Code of Conduct upon your payment of fees associated with the participation of Chamber events and your signature below.

VENDOR SIGNATURE _____

DATE: _____