

- Food/Concessions Vendor -

Thank you for your interest in being a part of the amazing Molalla Buckeroo experience. We look forward to hearing from you!

Our main Rodeo consists of 5 performances running July 1st thru July 4th, (2 perf's on 7/4. 1:30pm & 7pm) and draws in-excess of 50,000 patrons from near and far. Please complete the enclosed application and mail it, as well as any necessary supporting documents by 6/1 to....

Molalla Buckeroo Association, Inc. Attn: Tom Luttrell / Concessions PO Box 601 Molalla, OR 97038

Additional Opportunities

The Molalla Buckeroo Association would like to offer our vendors the opportunity to be a part in another great event taking place at our facility this summer, no

additional fee. If you are interested in doing so please indicate that by marking below. These spaces are limited so please return this form with your application

ASAP.

Molalla Buckeroo Kickoff Party featuring Challenge of Champions Bullriding Tour

Crowds gather to watch 30 of the rankest, meanest bulls matched up against some of the best cowboys in the northwest! What better way to kick off the summer

Rodeo season than a show completely packed with Bullriding, followed by live music and dancing?!

Our Kick Off Party is always held the Saturday immediately prior to our 7/1 Rodeo Performance.

Gates open at 6, show starts at 7:30

(Vendors operating during the Kickoff Party can stay set up through the end of the 7/1-7/4 Rodeo performances.)

_____ I am interested in being a vendor for the **Molalla Buckeroo Kickoff Party**



Molalla Buckeroo Association Food/Concessions Vendor Agreement

	Lease between the Molalla Buckeroo Association, Inc. as the Lessor and	
	as Lessee. The lessee does herewith agree to as follows:	
1.	Molalla Buckeroo Association, Inc. leases to the lessee on the Molalla Buckeroo grounds number of booth spaces requestedX (insert space requested) Or Grandstand booth space if reserved by prior agreement. Call for request.	
2.	The term shall run for a minimum of five(5) performances being the dates and times as follows;	
	• July 1st gates open at Fr20pm	

- July 1st gates open at 5:30pm
- July 2nd gates open at 5:30pm
- July 3rd gates open at 5:30pm
- July 4th matinee gates open at 12:00pm
- July 4th Evening gates open at 6:00pm
- 3. In signing this contract the Lessee affirms that he/she understands that acceptance of this contract is for one year only and in no way guarantees or implies renewal of booth space for subsequent years.
- 4. The rental fee for the space shall be 25% of Gross sales.
 - Vendor Space Reservation Fee: Lessee must pay a fee of \$450 per concession upon submission of this contract. In addition, a refundable cleaning deposit of \$50 must be submitted at that time as well. Cleaning/damage deposit will be refunded within 30 days after event completion, to Lessee following vendor space inspection by Lessor. Lessee forfeits cleaning deposit if vendor site isn't left clean and in the same state it was before vendor set up. In the event that damage to site or cost to return vendor space to it's prior state exceeds the above stated cleaning/damage deposit, The Lessor shall not be limited by the amount of the deposit, and the Lessee agrees to reimburse such expenses promptly upon demand.
- 5. Booth set-up may begin no sooner than the Sunday immediately prior to 7/1, unless Lessee has been approved as a vendor for the Kickoff Party event. Set-up hours are from 3:00 until 10:00pm, unless prior arrangements are made with Vendor Coordinator. Lessee will set-up only in the space designated by the lessor. All booths MUST be set up and ready to go prior to 3:00pm On Friday, July 1st No vendor will be allowed to set up until they have checked in with the Concessions Director.



- 6. Vendor booths must maintain a sharp, professional look which will boost the overall image of the grounds and event. The Lessor reserves the right to demand changes for unacceptable display or have the booth removed.
- 7. The Lessee shall keep a neat and orderly concession and serving area, and will police for litter and garbage an area twenty (20) feet in front and ten (10) feet on either side of the leased vendor area. At the end of the term, the lessee will leave the grounds clean of all refuse and materials. The lessor agrees to provide adequate garbage containers. The Lessor will empty the garbage at pick-up stations provided by the Lessor. Malodorous or overflowing garbage containers will not be permitted.
- 8. For the purpose of reporting gross daily sales, Lessee agrees to complete daily concessionaire summary sheet and submit completed to Vendor Coordinator for reconciliation no later than <u>1 hour following each performance</u>. Lessee is required to supply and correctly use an approved double tape cash register. One cash register tape showing all transactions must accompany the Daily Summary Sheet turned into Vendor Coordinator.
- 9. Lessee understands and agrees that Lessor reserves the right to establish price limits and pricing guidelines on products of similar nature, such as soft drinks/beverages. All prices are required to be posted conspicuously with clear, large, legible print for public display.
- 10. The Lessee agrees to park all vehicles only in areas designated by the Vendor Coordinator or Parking Coordinator. This includes supply vehicles. Vehicles must be removed from inside the fenced Event Area no later than 2 hours prior to 'Gate Opening Tim' Listed above. Any vehicles that are not so removed may be towed away by the Buckeroo at the expense of the owner. Parking permits for Vendor Parking area will be available at the ticket office after you have picked up your vending credentials. Employees of Vendors are also allowed to park in the main Buckeroo Parking Area.
- 11. The gates open aproximately 2 1/2 hours before each show, but may open sooner at the Lessor's discresion. The Matinee performance on July 4th gates open at aprox 12:00pm. The lessee understands that all deliveries must be completed and deliver/personal vehicles must be removed from the show grounds 2 hours before the public is admitted. The lessee also understands that their booth is to be operational and open for sales once the gates open to the public. Vehicles that are not so removed may be towed away by the lessor at the expense of the owner.
- 12. Lessee is prohibited from the display, promotion, sale or use of alcohol or illegal drugs, paraphernalia, or any other merchandise identified herein, associated with, or otherwise



prohibited by state or local statute. Items such as weapons, knives, personal defense items, or explosive sound-making devices are strictly prohibited.

- 13. The Lessor may furnish electrical access, and garbage removal, but may restrict the amount of said electrical utility service furnished according to the capability of existing facilities. The Lessor may assess and individual use charge for those lessees' requiring electricity beyond an established amount as long as capability exists. Vendors are responsible to provide their own electrical cords, connections, and other needs. As well as ensuring all electric service & devices are safe & pass Fire Marshal Inspection.
- 14. All vendors must possess UL approved A/B class (minimum) fire extinguisher at their booths at all times. In accordance with ORS 479.130, all tents and canopies where cooking will be conducted must be fire resistant. OFC 2404.15.6 further requires that cooking will not be done directly under canopies, although the fire marshal has agreed to allow the cooking within the confines of the canopies provided that the canopies are marked as certified fire resistant. The lessee may treat their own canopies provided that they bring the container of proofing material with them and have it readily available for inspection. Fire extinguishers must be mounted and of the type applicable to the risk and as designated by the Fire Marshal. Food vendors will be required to achieve the requirements of Oregon Fire Code and the Oregon Structural Specialty Code. For further information or clarification please contact The Molalla Fire Marshal 503-829-7788.
- 15. The lessee agrees to hold the Lessor, and its Agents or Officers, harmless from any claim made against lessor and its Agents or Officers on account of any actions of said lessee, or his agents or employees, or on account of fire, explosion, or any other calamity caused by any product or accessory thereto, or any material or equipment brought onto the premises by the lessee.
- 16. The lessee shall purchase a product liability policy with limits of \$500,000.00per occurrence/\$1,000,000.00 aggregate and shall furnish the lessor with a certificate of said insurance, showing the lessor and its agents and officers, as named additionally insured prior to application approval. If this information is not provided, you will not be allowed to set-up & may forfeit your space & fee.
- 17. In signing this contract, the Lessee agrees to comply with all guidelines listed in *The Handbook for Commercial Vendors and Food Concessionaires*; as such rules should be assumed part of this contract.
- 18. The Lessee shall comply with all the laws, rules and regulations of Clackamas County and any other City/State/Federal governing authority.



- 19. Acceptance of this contract grants the Lessor auditor's department the right to audit receipts and register reports for the period of the Molalla Buckeroo Association event.
- 20. No animals shall be allowed on the grounds (except for registered service dogs), and are strictly prohibited from Vendor areas.
- 21. Vendors approved to sell items or goods under this agreement, understand that this agreement is to provide a benefit to the Molalla Buckeroo Association, and is granted under the understanding that those who participate with the Association are present for the benefit of the Association, and the implied mutual benefit of both parties. Conduct unacceptable by a vendor, or his employees, being deemed derogatory, or inflammatory, will result in the immediate cancelation of the agreement, cessation of vendor activity, and removal or the vendor from the premises.
- 22. The \$450.00 deposit stated in item #4 and signed contract must be returned in its ENTIRETY to the Molalla Buckeroo Association postmarked no later than May 1st. Any late entries should first be approved by Vendor Coordinator, and are not guarenteed. Vendor Coordinator will make an effort to keep vendors in the same space they occupied the previous year, but spaces are subject tochange based on any number of factors. Duration of this contract is 1 year & no rights are retained for subsequent years. Late submission of Contract, Deposit &/or Proof of Insurance will forfeit any prior agreements, or space.
- 23. <u>Leftover food, water & oil must be disposed of properly by Lessee</u>. <u>Dumping on the ground is strictly PROHIBITED</u>. A minimum fine of \$1000, and exclusion from future MBA events will be assessed to the Lessee on the first offense.
- 24. All vendors must follow all State/Local/Federal Health guidelines in place at the time of the event & is responsible for any costs associated with such requirements.



I agree to all terms specified in this contract.	
Insurance Information Included	
Fee Included	
Lessee:	
Company Name:	
Address:	
Contact Phone Number:	
Contact Email Address:	
Insurance Company:	
Policy#: Effective Dates:	
Insurance Agent & Contact Number:	
Date:	
Please Mail Completed Agreement , Fee & Insurance To	
Molalla Buckeroo Association, Inc. Attn: Tom Luttrell/ Concessions P.O. BOX 601 Molalla, OR 97038 Mobile number: 971-258-6885	