

YOUNG PROS
of Yamhill Valley

PRESENTS



TUNES
ON TUESDAY

2021 VENDOR PACKET

WHY TUNES?

Tunes on Tuesday is a free outdoor concert that will take place August 31st. Not only is it a fun opportunity for the community to come together and enjoy the outdoors, music and festivities; it is an **EXCELLENT OPPORTUNITY** for local business and merchants to **SHOWCASE** their products and services, **INCREASE** visibility in the community as well as provide a fun, interactive **EXPERIENCE** for the people of Newberg.

SHOWCASE

Being a vendor at Tunes on Tuesday will enable you to “show us what you’ve got.” It is a way to give the community a first hand experience of what you offer and what they can expect from your business as a customer. You can offer discounts and specials to encourage future business.

INCREASE

You will be able to increase your visibility in the community during the event, as you will be exposed to approximately 1,500-2,500 people each week. You will also benefit from the Tunes on Tuesday marketing campaign, which includes social media announcements, Facebook, Tunes website, signage and banners placed around the community, directing people to the event each week.

EXPERIENCE

Tunes on Tuesday gives you a chance to provide and enhance a fun, interactive experience for the Newberg community. Outdoor fun and music may be enough to bring the community together, but you, the vendor, are what adds value and personality to the overall experience.

EXHIBITOR SCHEDULE:

Vendors must arrive by 2:00 pm and be set-up by 3:30 pm each evening. Setup can start no earlier than 2:00pm. Tear down MUST NOT start until the concert is over. See details below under Tear-Down Hours.

PROCEDURE TO APPLY:

Fill out and send in a signed agreement, application and payment in full to: Young Pros ATTN: Tunes on Tuesday PO Box 302 Newberg, OR 97132. Payment needs to be in the form of a check made out to ‘Young Pros of Yamhill Valley’. Young Professionals of Yamhill Valley will assign your space(s) accordingly and reserves the right to reject received applications. You will be notified if your spot is confirmed. PLEASE NOTE LOCATION IS ASSIGNED BASED ON THE ORDER WE RECEIVE APPLICATIONS.

PRODUCT :

In an effort to provide diverse menu items and prevent product duplication, all menu items must be listed on the registration form and be approved in advance by an authorized Young Professionals representative.

CANCELLATION AND REFUND POLICY:

Any cancellations or changes **MUST** be requested in writing and received by the Vendor Coordinator no later than August 15th, 2021. Changes may or may not be approved by the event committee. No refund requests will be accepted after that date.

TEAR-DOWN HOURS & PROCEDURES:

VENDORS CANNOT TEAR DOWN OR LEAVE THE EXHIBIT AREA UNTIL THE EVENT IS OVER. THIS IS FOR THE SAFETY OF OUR PATRONS. VEHICLES WILL NOT BE ALLOWED IN VENDOR AREA UNTIL THE AREA IS CLEARED OF PATRONS. All exhibits and accompanying debris (i.e. food debris, trash, hair etc.) dismantled and removed by the vendor no later than 10:30pm. Young Professionals of Yamhill Valley reserves the right to charge the Vendor for any expense incurred for removal and disposition of any property item left behind. Young Professionals of Yamhill Valley assumes no responsibility for the loss or damage of any items or product left behind after tear down.

BOOTH POLICIES & PROCEDURES:

Vendors space will be assigned by the event committee. No displays, signs, decorations, banner, advertising matter or any part of the exhibit may extend outside the defined limits of the assigned booth space(s). Aisles and walkways must remain open. Vendors may not solicit customers outside their specific booth area.

PARKING:

All vendors and personnel working the event must park in the designated parking lot.

SAFETY & REGULATORY COMPLIANCE:

Vendors must comply with each policy and instruction issued by Tunes on Tuesday (TOT) that TOT (or its agent) in good faith believes is reasonably appropriate to prevent or remedy a safety hazard or to comply with TOT’s own legal or insurance requirements, including but not limited to statutes or regulations subject to enforcement by the OLCC.

FINE PRINT THIS IS VERY IMPORTANT INFORMATION

Licenses & Liability Insurance: Any and all liability insurance and licenses, including city, county, state, or federal inspections or permits required by law of any vendor to operate at Tunes are the sole responsibility and expense of the vendor prior to set up. Vendor must obtain and keep in force Worker's Compensation insurance including Employees Liability to the full statutory limits. In the event the vendor's application is approved, then by **August 15th, 2021**, the vendor must submit all final documentation required by Youngs Pros. Final documentation includes updated proof of liability insurance* showing insurance of at least one million dollars per occurrence and two million dollars aggregate coverage and naming as additional insureds all persons and entities required by Young Pros, and health and OLCC permits as required by Young Pros. ***If the vendor applies to serve alcohol, the insurance policy must provide liquor liability coverage.**

Restrictions: Young Professionals of Yamhill Valley reserves the right to restrict or remove an exhibit, without refund, if it is not in compliance with the terms and conditions of this agreement or is found to be unsuitable or illegal. This restriction applies, but is not limited to: noise, display size, sound systems (i.e. radios, televisions, stereos, VCRs), personal behavior, conduct, printed matter, or anything of the character that might be unsuitable or illegal for the show or Young Professionals of Yamhill Valley.

Indemnification, Hold Harmless And Insurance Agreement: Vendor agrees to defend, indemnify and hold harmless Chehalem Parks and Recreation District and Young Pros of Yamhill Valley, its officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of Vendor, its officers, directors, agents, employees and subcontractors.

Fire Hazard Restrictions: All exhibits must comply with appropriate fire regulations. For information and/or details, contact the Newberg Fire District at (503) 537-1230.

Guarantees: Young Professionals of Yamhill Valley makes no representations or guarantees concerning any matters connected with their events, except as expressly set forth in this agreement.

Rights of Young Professionals of Yamhill Valley: In any event that an event is delayed, interrupted or not held as scheduled, Young Professionals of Yamhill Valley shall not be liable for any damages or other expenses that are incurred by the Vendor. If for any reason whatsoever, and/or beyond the control of Young Professionals of Yamhill Valley, the event is not held, Young Professionals of Yamhill Valley may retain as much of the money, paid by Vendor, as is necessary to pay expenses incurred by Young Professionals of Yamhill Valley.

Liability: Young Professionals of Yamhill Valley assumes no responsibility for loss or damage to any items, property, or product of the Vendor from any cause whatsoever, including, but not limited to: theft, fire, vandalism, or other casualty during the day and night of the show. The Vendor is responsible for the space(s) assigned and shall not damage, mar, or deface the premises.

Litigation: If a suit or action is filed against Young Professionals of Yamhill Valley regarding this contract, the Vendor promises to pay costs and reasonable attorney fees.

Violations: By submitting this application, Vendor agrees that in the event it violates or fails to comply with any of the House Rules stated in this application, TOT, by and through any of its Vendor Coordinator(s) or Chairs (including Co-Chair), may charge Vendor a fee of \$50/week as a fine in addition to the other fees required by this application. Notice of any fee imposed under this section must be provided to Vendor in writing within one week of the violation. Payment will be due immediately upon Vendor's receipt of the notice of the fine. Upon request, TOT will provide a description of the violation and information about how Vendor can avoid the fine in the future. TOT may exclude Vendor from the premises without a refund for the remainder of this season if Vendor recklessly or intentionally violates any of the House Rules stated in this application in a manner that causes a substantial safety risk to any person or property. If payment of a fee assessed under this section is not made within 7 days of its due date, then Vendor agrees that TOT may impose a one-time additional \$50 late charge per assessed violation.



VENDOR APPLICATION 2021

VENDOR/BUSINESS NAME _____ CONTACT _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

EMAIL _____ WEBSITE _____

SUPERVISOR AT EVENT _____ SUPERVISOR CELL# _____

CONCERT DATE AUGUST 31ST, 2021

SELECT ONE

_____ **COMMERCIAL FOOD/ALCOHOL VENDOR** (Please indicate size below.)

\$290 10' X 20' _____

\$200 10' X 10' _____

_____ **COMMERCIAL BUSINESS**

\$175 10' X 10'

_____ **NON-PROFIT VENDOR**

\$25

_____ **POWER SUPPLY** (Available to food vendors only.)

\$10/PER LINE

Must provide 100 ft. outdoor rated extension cord.

**SIGN AND RETURN ONE COPY WITH A CHECK
MADE OUT TO 'Young Pros of Yamhill Valley' TO:**

YOUNG PROS

PO BOX 302 | NEWBERG, OR 97132

Authorized Signature/Date

Accepted by Vendor Coordinator/Date

By signing, you hereby request Young Professionals of Yamhill Valley to reserve space in the Food Court and/or Merchant Alley. Subject to conditions stated in the Fine Print and House Rules section of this application.

TOTAL \$ _____
AMOUNT ENCLOSED

PROOF OF INSURANCE IS REQUIRED FOR ALL CONCERTS. *Must have proof of insurance at every concert and submit copy to Vendor Coordinator prior to the event.*

Liability Insurance Company _____ Policy No _____ Policy Expiration Date _____

SPACE DESCRIPTION (are you using a tent, trailer, generator, etc. and/or any special needs or requests): _____

PLEASE LIST MENU AND/OR MAIN ITEMS/SERVICES YOU WILL BE SELLING AND APPROXIMATE PRICE RANGES:

(Price points are evaluated and must be pre-approved for this event) _____

(IF SUBMITTING AN ALCOHOL APPLICATION , PLEASE SEE INSERT AND RETURN WITH APPLICATION.)

This contract is not valid until signed by a duly authorized official of the Young Professionals of Yamhill Valley, and is subject to cancellation if, for any reason, the said application is not approved. The management reserves the right to reject any application. All space must be decorated to the satisfaction of the management. All applications will be considered.

PLEASE BE SURE TO READ THE RULES, THEY ARE PART OF THIS CONTRACT.