



Open Farm Day Vendor Application and Contract

Open Farm Day, the annual must-attend event is happening Saturday October 26th, 2024. Since 2016 Open Farm Day has been an annual fun-filled day at the care farm. Guests get to explore the property, meet the animals, visit the gardens, and enjoy the farm with us.

Open Farm Day is an opportunity to participate in the larger community, engage with new and old customers, and make a positive impact on the world around us.

Vendor applications will be approved within five days of submitting to info@sanctuaryone.org.

Payment Policy: Payment must be received within 10 days of your approval; we will contact you to follow-up after 10 days.

Fee pricing:

10x10 booths fee \$75

Food truck fee \$125

Business Name: _____

Contact Name: _____

Email: _____

Phone: _____

Instagram: _____

Facebook: _____

Website: _____

Please provide a brief description of your company that includes your primary business activities, products, services, etc. List the specific products and/or services you wish to exhibit:

Sanctuary One
13195 Upper Applegate Rd
Jacksonville, OR 97530
www.sanctuaryone.org

Mission: To provide a refuge for animals and a healing place for people while promoting environmental stewardship.



EVENT BOOTH VENDOR CONTRACT

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2024, by and between Sanctuary One, an Oregon nonprofit corporation with 501(c)(3) status ("Sanctuary One"), and _____ ("Vendor").

1. Purpose of Agreement

Vendor agrees to participate as a vendor at the Open Farm Day, to be held on Saturday October 26, 2024, at Sanctuary One, 13195 Upper Applegate Rd, Jacksonville, OR 97530.

2. Term of Agreement

This Agreement shall commence on the date first written above and shall terminate upon the conclusion of the event, unless earlier terminated in accordance with the provisions herein.

3. Vendor Obligations

Vendor agrees to:

- Comply with all federal, state, and local laws and regulations, including, but not limited to, health and safety codes, Oregon law, and the regulations of Jackson County.
- **Ensure that any food served at the event is entirely vegan, meaning free from all animal products including meat, dairy, eggs, honey, and gelatin. All menus and signage must not depict any animal products. If you have a mix of vegan and non-vegan items on your normal menu, you must create a vegan-only menu to display at the event. If there are photos of animal products on your tent or signage, you must cover them up or bring different signage.**
- Maintain a clean and safe booth area and dispose of waste properly.
- Provide all necessary equipment, materials, and supplies to operate the booth.

4. Payment and Fees

Vendor shall pay a booth fee of \$ _____. The fee is due upon execution of this Agreement. All payments are non-refundable unless the event is canceled by Sanctuary One.

5. Insurance Requirements

Vendor shall, at its own expense, maintain the following insurance coverages during the term of this Agreement:

- **Commercial General Liability Insurance:** Minimum coverage of \$1,000,000 per occurrence, including coverage for bodily injury, property damage, personal injury, and contractual liability.

- **Workers' Compensation Insurance:** As required by Oregon law, covering all employees of Vendor.
- **Automobile Liability Insurance:** Minimum coverage of \$1,000,000 per occurrence, including coverage for owned, non-owned, and hired vehicles.

Vendor shall provide Sanctuary One with a certificate of insurance evidencing the above coverages, naming Sanctuary One as an additional insured, at least fourteen (14) days before the event.

6. Indemnification and Hold Harmless

Vendor shall indemnify, defend, and hold harmless Sanctuary One, its officers, directors, employees, agents, contractors, and volunteers (collectively, the “Indemnified Parties”) from and against any and all claims, demands, suits, liabilities, damages, losses, judgments, settlements, costs, and expenses (including, but not limited to, attorney's fees, court costs, and any other expenses incurred in the investigation, defense, or settlement of any claims) arising out of, relating to, or in connection with Vendor’s participation in the event, including but not limited to:

- The operation, setup, maintenance, or teardown of Vendor’s booth;
- The sale, distribution, or consumption of any products, goods, or services provided by Vendor;
- Any acts or omissions of Vendor, its employees, agents, subcontractors, or invitees;
- Any breach of this Agreement by Vendor;
- Any personal injury, illness, or death of any person (including but not limited to Vendor’s employees, agents, or customers) or any damage to property, whether or not such injury, illness, death, or damage is caused or alleged to be caused in whole or in part by the Indemnified Parties.

Vendor’s obligation to indemnify, defend, and hold harmless the Indemnified Parties shall apply whether the claim arises under the theories of strict liability, negligence (whether active, passive, or contributory), gross negligence, breach of warranty, or any other legal theory, and regardless of whether liability is asserted with or without fault.

This indemnification obligation shall survive the termination or expiration of this Agreement and shall be binding upon Vendor’s successors, assigns, and legal representatives.

7. Compliance with Sanctuary One’s Rules and Regulations

Vendor agrees to abide by all rules and regulations set forth by Sanctuary One for the event, as outlined in **Exhibit A**, including any guidelines regarding booth setup, operation, and teardown.

8. Termination

Sanctuary One reserves the right to terminate this Agreement and Vendor’s participation in

the event at any time for any reason, including but not limited to Vendor's failure to comply with the terms of this Agreement. In the event of termination, Vendor shall not be entitled to any refund of fees.

9. Miscellaneous Provisions

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings.
- **Amendments:** This Agreement may only be amended in writing signed by both parties.
- **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. Signature

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

On behalf of Sanctuary One, by:

Signature: _____

Name: _____

Title: _____

Date: _____

Vendor:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Sanctuary One Event Rules and Guidelines

1. Event Hours & Location

- **Event Hours:** Saturday, October 26th from 10:00 AM to 2:00 PM.
- **Location:** Sanctuary One, 13195 Upper Applegate Rd, Jacksonville, OR.

2. General Rules

- No personal pets allowed. Animals may not be left in vehicles. Personal pets are a liability and this rule is strictly enforced. If you have a Service Dog that complies with ADA regulations that must attend, please notify us in advance. Emotional Support Animals are not allowed at Open Farm Day.
- Do not feed the Sanctuary One animals. Do not carry any food, including gum or candy, in the animal areas.
- Do not approach the animals without first checking with staff. Many animals have histories of abuse and neglect and must be handled with care.
- Closed-toed shoes are required; no sandals or flip-flops.
- Smoking and alcohol are not permitted on the Sanctuary premises.
- Individuals under 18 years of age must be accompanied by an adult.

3. Set Up Time

- Set up will occur on Friday, October 25th from 10:00 AM to 4:00 PM. Vendors must be set up by 4:00 PM. Failure to do so may result in forfeiture of the vendor space and rental fees.
- Arrival times for vendors will be staggered. An email with the map and setup instructions titled "Important – Open Farm Day Setup Instructions" will be sent to you. By committing to this event, you agree to read and follow the setup instructions.

4. Tear Down

- Tear down begins after the event concludes at 2:00 PM on Saturday, October 26th. Clean-up must be completed by 4:00 PM.
- Vendors are not permitted to dismantle booths before 2:00 PM. Early teardown may result in exclusion from future events.
- After the event, vendors will be allowed to drive to their booths at 2:30 PM to pack up materials.
- Vendors are responsible for their own trash. Please clean up after yourself. LEAVE NO TRACE!

5. Supplies

- Vendors must bring their own booth tent, tables, chairs, and other necessary materials. Sanctuary One will not provide these items.
- No sound devices are allowed without prior approval from the Sanctuary One Executive Director.
- For environmental reasons, balloons are not allowed as giveaways or decorations.

6. Parking During the Event

- Vendors must arrive by 9:30 AM and park in the general event parking field, then walk to their booth location.
- After the event, vendors may drive to their booths at 2:30 PM to pack up their materials.

7. Listings & Promotional Materials

- By exhibiting at the event, Vendor grants Sanctuary One a license to use, display, and reproduce Vendor's name, trade names, and product names in event directories and promotional materials. Sanctuary One may also take photographs of Vendor's booth space and personnel for promotional purposes.

8. Care of the Sanctuary Property

- Vendor shall promptly pay for any damages caused to Sanctuary One's property or the property of others.