

FAIRVIEW ON THE GREEN VENDOR/EXHIBITOR POLICY

MISSION & OBJECTIVES

Welcome! Fairview on the Green, an event hosted by the City of Fairview, is a community event that is open to the public, bringing community members and visitors together in a family friendly environment to play, enjoy live entertainment presented by the City, shop local vendors and browse information booths of government agencies and non-profit community organizations serving the community. Fairview on the Green was created to increase community awareness and pride, elevate tourism and economic development.

The objective of Fairview on the Green is to create a Limited Public Forum to:

1. Provide an informal social gathering place in an open-air setting for the Fairview community and our neighbors.
2. Create a safe space where people can engage with the community through play, entertainment, good food, shopping local vendors of hand-crafted items and a limited number of vendors selling manufactured products, as well as to provide information from governmental agencies and non-profit organizations serving the community.
3. Enhance economic development by creating an attraction that brings community members and visitors to Fairview, its commercial establishments, and to the vendors in the event itself.

As used throughout, the “City” shall mean the City of Fairview, including its officers, agents, employees, representatives, elected officials, and volunteers.

LOCATION

Fairview on the Green is hosted by the City and typically occurs at Community Park located at 21600 NE Park Lane, Fairview, Oregon, or may instead take place at another location selected annually by the City.

DATES & HOURS

Fairview on the Green will occur on a date and time selected annually by the City.

In the pages below, general requirements applicable to all vendors and additional requirements by vendor type are described as follows:

- All Vendors
- Craft/Art Vendors
- Food Vendors (also including refreshment vendors)
- Information Exhibitors (Government Agencies and Non-Profit Organizations invited by the City)
- Business/Community Sponsors

GUIDELINES & REQUIREMENTS FOR ALL VENDORS & EXHIBITORS

ELIGIBILITY & PARTICIPATION

1. The City welcomes applications from all vendors and exhibitors that meet the City's requirements as contained in this policy. As used throughout this policy, "Vendor" shall mean the vendor and exhibitor types identified in this policy and shall include each of their employees and agents. Vendor and exhibitor types not identified in this policy will not be accepted for the Event.
2. Vendors should review this policy thoroughly prior to the Event.
3. Product guidelines and selection criteria are detailed in the sections of this policy that follow.
4. All Vendor stalls/booths must be appropriate for the public. No "adult only" displays will be allowed. Drug paraphernalia is not allowed. No sexually explicit, obscene, or violent items will be allowed. No gun sales or displays are allowed.

VENDOR SELECTION

Submission of a vendor application, available on the City's website <https://fairvieworegon.gov>, is required for all vendors wishing to participate in Fairview on the Green. Submittal of an application does *not* imply acceptance into the Event.

1. Vendors may not be selected on a first-come, first-served basis.
2. Various aspects are considered in the decision-making process and vary depending on the type of vendor. However, the following will be generally considered:
 - a) Types and number of duplicated items in the Event.
 - b) The ability of the vendor to meet applicable requirements, including their history of doing so in past events.
 - c) The proximity of the vendor's business to the City of Fairview.

APPLICATION PROCEDURES

1. Submitting an application is required for all vendors, using the application available on the City's website prior to each year's event.
2. Interested applicants may apply to the Event beginning when the City posts its Notice on its website.
3. Applications are due by the deadline date contained in the City's Notice.
4. Applicable Vendor fees as published on the City's website must be paid within 5 business days of notification by the City of application acceptance.
5. A vendor's permission to participate in Fairview on the Green will not be considered final before the required fee is paid.
6. By submitting an application and any applicable Vendor fee, Vendors agree to comply with the provisions of the application, the Fairview on The Green Rules & Regulations for Vendors, and the Fairview on The Green Vendor/Exhibitor Policy.

FEES

The City will post fee amounts for vendors on the City's website prior to each year's event.

INDEMNIFICATION

The Vendor shall defend, indemnify, and hold harmless the City, its elected officials, directors, employees, volunteers, and agents against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission connected in any way to the Vendor's participation in Event or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification but is in addition to such common law or statutory provisions.

EXCLUSION OF DAMAGES AND REPRESENTATIONS

1. The City shall not be liable to the Vendor for any damages of any character or nature arising out of or related to the Vendor's application, booth reservation, inventory, or participation in the Event, whether direct, indirect, consequential (including lost profits), or special damages.
2. The City is not liable for acts by third parties or acts of nature, including weather.
3. The City is not liable for lost or stolen property; all risk of loss of Vendor's property shall be that of Vendor.
4. Vendor certifies, acknowledges and agrees that the terms of this policy are accepted and executed on the basis of Vendor's own examination and personal knowledge of the premises and personal property and Vendor's own opinion thereof; all prior negotiations, representations of fact or opinion or agreements relating to said property made by the City or any agent thereof upon which Vendor may have relied are expressly waived, which waiver is a material part of the consideration of the execution of this contract by the City.

SET-UP & OPERATION OF VENDOR STALLS

1. All vendors are provided with stall space of approx. 10' x 10', or other dimensions as the City may determine.
 - A. Vendors may request and be granted additional booth space depending on availability.
 - B. Booth location is determined by the City's Event Manager. Event staff will mark off and number each booth and Event staff will strive to not place booths with similar products/services/information adjacent to one another, but there are no guarantees.
2. Limited power may be available and will be prioritized for food vendors. Other vendors must provide their own power source as needed.
3. Noise-producing generators and personal sound systems are prohibited unless all emitted sound is contained to an individual booth.
4. All vendors shall provide their own booth or sun/rain cover. All participants must provide their own tables/chairs. Event is unable to store any of your equipment. All tents must be self-supporting and include weights to prevent the wind from toppling it. No spikes may be used in the asphalt to stabilize the tent. All vendors must have tents and no open space exhibits are allowed. At its discretion, the City may provide tents and tables for government agencies and non-profit organizations serving the community.
5. Vendors are permitted to drive onto lot to unload their supplies before Event opening, please be safe and watch for others.
6. Unload your supplies as quickly as possible and remove your vehicle prior to setting up your booth.
7. For safety reasons, all vehicles, must be removed before the beginning of the event or as otherwise instructed by the City's Event Manager. Late arriving vendors must park offsite and carry their supplies in.
8. Vendors must be ready for operation when the Event opens or as otherwise instructed by the City's Event Manager.
9. Booths must be staffed at all times during operation.

10. Vendors are not allowed to disassemble booths before 6:00 pm or other time determined by the City's Event Manager, unless permission is first obtained directly from the Event Manager. In the event a vendor runs out of product, he/she must keep his/her booth intact until 6:00 pm or other time determined by the City's Event Manager, unless permission is first obtained directly from the Event Manager. Early departures are not permitted.
11. Event Close- you may pull into lot when you are packed up and ready to depart. Again, be safe and aware of others. All vendors must be vacated within 2 hours after the close of the event.
12. Vendors are not allowed to sell or distribute products before opening time or after closing.
13. Please park in designated Vendor Parking, as defined by the Event Manager. Please do not park in spaces designated for surrounding businesses.
14. Booth spaces not occupied within 45 minutes after the event opens or other start time set by the City's Event Manager shall be deemed forfeited and may be reassigned to another vendor unless prior approval has been given by the Event Manager.
15. Vendors are responsible for keeping their space attractive during Event hours and for cleaning up their space after the Event closes, *including the removal of garbage and sweeping up any debris.*
16. Vendors shall not permit any waste on the property or allow any stripping or damage to the property by action of the Vendor, its agents or employees. No shrubs, trees or other vegetation may be damaged, moved or otherwise disturbed. Vendors shall repair, replace, or restore the stall area so that it is free from evidence of vendor's use.
17. No smoking in the Event area.
18. Banners and signs displayed at all non-booth locations are limited to the Event and sponsors. No Vendors may place signs or banners at any locations other than their booth space.
19. There is no guarantee of attendance or sales at the Event which is "rain or shine."

CODE OF CONDUCT EXPECTATIONS

1. Vendors shall be honest and conduct themselves in a courteous and business-like manner. Rude, abusive, or other disruptive conduct will not be permitted.
2. To maintain a positive atmosphere, Vendors should bring concerns about the Event to the Event Manager, not to customers or other Vendors.
3. No loud hawking, shouting, or barking is allowed to attract attention.
4. Vendors are responsible for the actions of their employees and agents.
5. All vendors must completely contain all information, sales, displays, signs, banners, etc. within their designated space and may market only from their stall/booth. Walk around marketing is prohibited and all pathways must remain clear.
6. No alcohol or drugs are permitted. Alcohol is permitted when purchased and consumed within the designated beer garden area.
7. The Event public address/sound system is reserved only for use by Event staff. No Vendor or other person may speak over the public address system. The sound system is reserved for designated musical entertainment, Event announcements, sponsor recognition, Vendor recognition, emergency/public safety announcements and program notes.

GUIDELINES & REQUIREMENTS FOR CRAFT/ART VENDORS

SELECTION CRITERIA

For Craft/Art Vendors, Event is a producer-only event (Craft/Art vendors must create what they sell). Crafts and goods must be handmade, handcrafted, and/or re-purposed by the Craft/Art Vendor. In general Craft/Art Vendors will not be permitted to sell crafts or goods which they did not make, create, or alter. On an exception basis, when adequate numbers of such vendors are not participating in the Event, the City at its sole discretion may allow a limited number of vendors to sell manufactured goods, as curated by the City to achieve a balance. Goods selected must be reasonably priced and affordable to the Event audience (“reasonable prices” are determined by the Event Management team).

By way of example only, Vendors selling the following crafts and goods they have created may be permitted: jewelry; succulent planters; pottery; yard, lawn, and garden decor and games; planting and gardening supplies; aprons; personalized clothing, decals, and tableware; gold panning supplies; original artwork; shoes; wooden crafts (e.g. toys, tables, shelves); concrete sculptures; bags; home linens; and children’s crafts (e.g. slime, gak, sand items).

- Per federal copyright infringement law, goods such as fabric, charms, or prefabricated items with copyrighted images such as but not limited to, Disney, NFL/NBA logos, DC or Marvel Comic Logos, Dr. Seuss, Loony Tunes, TMNT, etc. are strictly prohibited. Violators will be asked to remove and discontinue selling the items immediately.

GUIDELINES & REQUIREMENTS FOR FOOD VENDORS

Food Vendors also include refreshment vendors.

COMPLIANCE WITH GOVERNMENT REGULATIONS & FOOD GUIDELINES

1. Food Vendors shall observe and abide by all laws, rules and regulations imposed by any lawful governmental authority and relating in any way to any activity conducted on the premises. The Food Vendor’s employees and agents must also abide by these laws while on premise.
2. Food Vendors are responsible for complying with state and local health and licensing regulations governing the production and sale of their products. Food Vendors who fail to comply with applicable state and local regulations may be subject to removal from the Event and forfeiture of stall fees.
3. Food Vendors are required to submit documentation of applicable licenses to the Event Manager prior to the start of the Event. Applicable licenses may include but are not limited to:
 - A. Temporary Restaurant License from Multnomah County Health Department
 - B. Current Food Handler’s Permit
 - C. Bakery: Oregon Department of Agriculture (ODA) Bakery License
 - D. Processed/Value Added Foods: ODA Food Processor License
 - E. ODA Certified Kitchen License

For additional information regarding Food Safety with the Oregon Department of Agriculture, please contact:

*Oregon Department of Agriculture, Food Safety Division
635 Capitol St. N.E. Salem, Oregon 97310
Phone: 503-986-4720*

4. Because Food Vendors are selected based on product, the Food Vendor shall offer for sale those products that have been approved by the Event Manager on the Food Vendor’s application. No other products, services or items shall be offered for sale without the written approval of the Event Manager.
5. Food Vendors who fail to comply with these rules or applicable state and local regulations are subject to removal from the Event and forfeiture of stall fees. Further, if the violation threatens the health or safety of the public or other vendors, or the violation is repeated following a warning, the Event Manager may remove the Food Vendor.

NO EXCLUSIVITY

Despite an effort to provide the greatest variety of appropriate food product and avoid duplication of types of food product, City does not warrant that a similar food product will not be approved for sale, and no Food Vendor will be given exclusive rights by the City to sell a particular type of food product.

PRODUCT SAMPLING PROCEDURES

Food Vendors serving or offering samples of food must abide by ODA rules including but not limited to the following:

1. ODA requires a hand-washing unit with a faucet to rinse knives, platters and both hands simultaneously.
2. All sample produce must be thoroughly washed in a mild soap solution using Dr. Bronner's soap or comparable food grade soaps and then rinsed with clean water.
3. Designate one knife (no folding knives) for cutting. Clean the knife thoroughly prior to cutting into each new piece of fruit.
4. Always keep a supply of paper towels on hand (preferably recycled).
5. All samples must be served with toothpicks, reducing the opportunity for multiple contacts.
6. Refill produce platters only after all previous produce is gone and the platter is rinsed clean.
7. Clean your hands between each step.
8. Event staff may visit your booth space occasionally during the Event to ensure these health safety standards are being followed.

INSURANCE

Food Vendors shall obtain prior to participation in the Event and shall maintain in full force and effect during participation in the Event, at the Food Vendor's expense, a completed products insurance policy for the protection of the Food Vendor and the City, its officers, elected officials, agents, and employees. If the insurance policy is issued on a "claims made" basis, then the Food Vendor shall continue to obtain and maintain coverage for not less than three years following the completion of the contract. The policy shall be issued by a company authorized to do business in the State of Oregon, protecting the Food Vendor, its employees or agents against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned.

1. Food Vendors (food produced off-site in a Certified Kitchen) must have insurance with limits not less than (a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate for comprehensive general or commercial general liability insurance policies, or (b) the limit of public liability contained in ORS 30.260 to 30.300 for any policy, whichever is greater.
2. The Food Vendor shall not undertake any acts that shall affect the coverage afforded by the above policy. The insurance company shall provide the City with a certificate of insurance and an endorsement thereto naming the City as an additional insured and will provide the City thirty days written notice of cancellation or material modification of the insurance contract. The obligation to provide notice to the City shall be in substantially the following language: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named"; it is not sufficient for the insurance carrier to merely "endeavor" to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier's failure to mail such notice.
3. The Food Vendor shall not sell any product until the City has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force. Such policies or evidence must be submitted to the Event Manager no later than 14 business days prior to the event.

GUIDELINES & REQUIREMENTS FOR INFORMATION EXHIBITORS

SELECTION CRITERIA

Information Exhibitors shall be Government Agencies and Non-Profit Organizations invited by the City at its sole discretion based on available booth space and to provide an appropriate mix of information as the City shall determine at its sole discretion to meet public need.

1. To provide particular types of information at the Event that the City desires to convey to its residents, the City may invite certain participants to use booth space to communicate such messages on its behalf. The participants may include representatives of City, County, or State governments, special districts and school districts serving the community, as well as nonprofit organizations providing services to and in the community. Political candidates/committees do not fall within this category, and as such, are not eligible to be an Information Exhibitor and are not eligible for booth space.
2. Information Exhibitors invited by the City may use booth space only to convey the message and provide such information as requested by the City.
3. If Information Exhibitors invited by the City desire to sell products or services, they must first be approved by the Event Manager, and the Information Exhibitor shall be responsible for meeting all health requirements and obtaining any permits and licenses applicable to such products or services.
4. Information Exhibitors invited by the City are exempt from Vendor fees as they are providing a service by communicating a particular message or conveying certain information on behalf of the City.

GUIDELINES & REQUIREMENTS FOR BUSINESS/COMMUNITY SPONSORS

Business/Community Sponsors space will be allocated booth space by the Event Manager as the City deems appropriate. Sponsors may promote their organization from within the booth boundaries, but no sales are permitted from the booth, unless approved in writing by the Event Manager.

FEES

The City will post Sponsor category amounts on the City's website prior to each year's event. Sponsorships replace any Vendor fee for Business/Community Sponsors, and Sponsors are exempt from Vendor fees. Booth space is complimentary as part of their sponsorship.