2027 Prineville Western Days POLICIES, PROCEDURES, RULES & REGULATIONS

1. **VENDOR SET-UP: Thursday, June 24 between 2-6 pm and Friday, June 25 between 7-9 am.** No EARLY or LATE set-up allowed. ALL VENDORS NEED TO BE READY FOR CUSTOMERS UPON EVENT OPENING. If your booth is not set-up by the time the event opens, you will forfeit the space and all fees associated with it. You will not be able to drive into the park, so please plan to unload up to 1 block away.
2. **EVENT HOURS:** Friday, June 25 – Noon-6 pm & Saturday, June 26 - 9 am-4 pm.
3. **VENDOR MOVE-OUT:** Saturday, June 26 - 4-8 pm (no vendors will be allowed to tear down prior to 4 pm – no exceptions). Any vendor who begins to tear their booth down before 4 pm will forfeit the opportunity to attend future One Decision Management, LLC festivals. All vendors must be 100% removed from the park by 8 pm.
4. **BOOTH DETAILS:** One Decision Management, LLC (ODM) has the right to refuse any type of vendor to protect the integrity of this festival. Political related vendors are not allowed. Tents, tables, chairs, etc. are not included in booth space rental, and must be brought by the vendor. Please note that all spaces are 10'x10', larger tents will not be accommodated unless larger spaces are purchased. All spaces are pre-assigned, and you will receive confirmation of your space once payment and application are received. **NOTE: ALL OF YOUR BOOTHS MATERIALS MUST REMAIN INSIDE YOUR 10'X10' AREA— PLEASE DO NOT EXPAND INTO THE AISLES.**
5. **PETS:** are allowed; however, vendors are responsible for pet behavior, pet waste, and any complaints. Pets **MUST** be on a leash at all times.
6. **ELECTRICITY:** Limited electricity is available around perimeter of park only. Please let me know if you need placed near electrical in order to properly display or sell your products.
7. **INTERNET SERVICE:** No Wi-Fi is available in the park.
8. **BOOTH SIZES**: All booths will be 10'x10' with every vendor will have two sides unrestricted to sell out of.
9. **SOLICITATION**: No solicitation or sales should be made outside of your space, please do not send people out into the park or to other vendors with coupons, raffle tickets, etc.
10. **HOW TO SECURE YOUR SPACE:** To reserve a space, please complete and submit the vendor application/contract to the One Decision Management office along with space payment. The vendor fee can be sent as a check or paid with a credit card via the application. **No space will be assigned or held without an application on file AND booth payment.** Booths are sold on a first-come basis until the event is filled. There are NO REFUNDS of booth fees.
11. **DELIVERY / STORAGE**: The Prineville Western Days (PWD) and ODM is not responsible for any lost or stolen materials. No deliveries will be accepted, vendors must bring all products with them.
12. **SIGNAGE LIMITATIONS**: Vendors shall not erect signs or display products obstructing the view of, causing potential injury to, or disadvantageously affecting the display of other vendors. Vendor shall not affix to surfaces of the park any advertisements, signs, etc.
13. **SECURITY**: Security is provided on Friday night. The PWD and ODM assumes no responsibility for materials left in the booths. Please plan to take valuables with you.
14. **PARKING**: Parking is free and can be found around the park. There will be reserved parking for vendors near the park.
15. **RV / TENT CAMPING:** RVs are not allowed in or around the park. You must camp at a designated campground in the community. Tent camping is allowed in the park in your booth space on Thursday & Friday night, but tents must be removed by 8 am in the morning. There are no shower facilities onsite.

16. **SOUND DEVICES:** No sound device (stereos, CD players, etc.) shall be allowed unless they are an integral part of the items on sale or display. Any sound devices, PA amplification or vocal pitch sales must not interfere with the activities and sales of other vendors. The PWD and ODM reserves the right to adjust volumes or eliminate completely any such item that is deemed in their sole opinion disruptive to other vendors.
17. **AUTHORIZED PRODUCTS/EXCLUSIVES:** Only those products or services listed on the vendor application is allowed. Substitutions or additions must first receive expressed written authorization from the PWD prior to being presented at this event. Any unauthorized substitutions of products or services constitute a material breach of this Agreement and may result in the immediate termination of this Agreement. The PWD does not offer exclusive rights for any type or product or company, if your company has corporate rules about this, please abide by them.
18. **PROHIBITED ITEMS:** The following are prohibited: a) Helium Balloons, b) Sticky backed giveaway items (ex. stickers), and c) Candles or any items with flame.
19. **RAFFLES:** Promotions such as raffles, prize drawings, lottery or other games of chance must comply with all applicable laws and regulations including the approval of the Oregon Department of Justice.
20. **FIRE & SAFETY**: All aspects of Vendor activities must fully comply with Fire Marshal directives concerning public safety, including, but not limited to, access, materials, electrical appliances, and cords.

2027 Prineville Western Days TERMS AND CONDITIONS OF AGREEMENT

1. **COMPLIANCE**: Vendor assumes the sole responsibility and expense to utilize the leased space in full compliance with all applicable federal, state, and local statutes, ordinances, and rules and regulations including, but not limited to, licenses, taxes, and Fire Marshal regulations. Non-compliance to any rules or regulations or default in the payment of booth fees as required constitutes a material breach and may result in the termination of this Agreement and the forfeiture of the booth space rental. Vendor agrees to forego any and all claims which might arise by reason of the terms of the Agreement and Vendor shall have no recourse of any kind against the PWD and the ODM.
2. **ASSIGNED SPACE**: No soliciting or other activities outside of assigned booth space is permitted. Vendor shall operate strictly within the limits of their assigned space, not in the aisles or common areas. The booth must be always manned during the open hours of the show and kept clean and presentable. Absolutely no signs or posters may be posted outside of your booth.
3. **LABOR**: Vendors are responsible for providing or arranging all necessary labor in transporting, unloading, erecting, booth show staffing, dismantling and loading of displays and all booth materials.
4. **VENDOR CONDUCT**: Vendor to maintain exemplary business practices at all times. For consumer protection, the PWD and ODM reserves the right to terminate this Agreement at any time for reasons of realized or perceived impropriety or in ODM's sole opinion dubious business practices or behavior detrimental to the show by Vendor. Vendor assumes full responsibility for all persons connected with Vendor's participation in this Event including all its employees, agents, invitees and contractors.
5. **DAMAGES RESTORATION**: Vendor shall not cause or permit anything to be done to the park that shall in any manner deface or alter the facilities. Vendor assumes sole and complete responsibility for any damage to the park that is done by Vendor, Vendor's staff, agents, or employees. Vendor will pay to the PWD and the ODM upon demand such sum as shall be necessary to restore the park to their original pre-event condition.

6. **NON-GUARANTEE**: The PWD and ODM makes no guarantee or warranty, express or implied, as to the profitability or potential loss to or of Vendor regarding Vendor's participation in this event. The PWD and ODM shall not be responsible for any financial loss or other damage arising out of Vendor's use of the facility or force majeure events. This is a rain or shine outdoor event with no refunds for weather related issues.
7. **CANCELLATION**: **There are no refunds of vendor fees once submitted if the event happens. For extenuating circumstances, or if the event is cancelled by ODM, your booth fee will be moved to next year's event, however you must fill out and application and request your space as any other vendor would.** Any forfeited funds constitute liquidated damages for the direct and indirect costs incurred by the PWD and ODM. Vendor agrees the ODM's actual loss and damages for Vendor's default may be difficult to ascertain, that the ODM's collection and retention of this sum represents a reasonable estimation of its actual loss and that this provision does not constitute a penalty.
8. **FORCE MAJEURE**: If any casualty or unforeseen occurrence renders the fulfillment of this Agreement by the PWD or ODM impossible or impracticable, including, without limitation thereto, the requisitioning of the facility by the US Government or any instrumentality thereof, labor dispute, acts of God, riots, power failures, fire damage and any other conditions beyond control of the parties, then this Agreement shall be terminated. The Vendor hereby waives any claim for damages or compensation from ODM on account of such termination.
9. **INSURANCE**: Insurance is encouraged, at the vendor's sole cost and expense, during the period in which the vendor participates in this Event. General Liability insurance with bodily injury and property damage coverage of not less than $1,000,000 for each occurrence and not less than $2,000,000 in the aggregate is recommended. Vendor warrants that by submitting this application, they have adequate insurance coverage to participate in this event. The parties agree that the specified coverage of limits of insurance in no way limits the liability of the Vendor.
10. **INDEMNIFICATION:** Vendor agrees to indemnify and hold harmless the Prineville Western Days and One Decision Management LLC, including its principles, agents, officers, employees and the PWD's contractors and invitees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Vendor, including principles, agents officers, employees, invitees or contractors which occur in or around the event facility. Vendor agrees to use and occupy the Vendor booth space at Vendor's own risk, and hereby releases the PWD and ODM and the PWD's contractors and invitees from all claims for any damage, loss or injury to persons, property or profits occurring in or about the event facility, including, but not limited to damages, loss or injury to persons, property or profits resulting from the acts of other Vendors, theft, vandalism, fire and other casualty events or damage. Such indemnification by Vendor shall apply unless such damage or injury results from the sole negligence or willful misconduct of ODM.
11. **ATTORNEY FEES:** If any action is brought to enforce the terms of this Contract, the prevailing party shall be entitled to attorney fees from the losing party in an amount as may be adjudged reasonable by the court, including an appeal.
12. **GOVERNING LAW AND ENFORCEABILITY**: This Agreement shall be governed by and construed in accordance with Oregon State Law. If any term or provision of this Agreement is determined to be void or unenforceable, the remainder of this Agreement shall remain enforceable and in effect, as if that void or unenforceable provision was not included.