Wallowa Lake Tourist Committee

Wallowa Lake Alpenfest

Artist / Crafter / Vendor Contract 2007

This contract is not effective unless signed, returned to, and accepted by the WLTC with payment in full.

This agreement, made this date,_____2007, by and between the Wallowa Lake Tourist Committee, hereinafter referred to as WLTC, and **your name here>**_____**,** referred to as Exhibitor. Whereas, WLTC desires to conduct the Wallowa Lake Alpenfest the dates of September 28,29,30, 2007 and whereas, Exhibitor desires to participate in said Alpenfest by providing an attractive display, THE PARTIES AGREE AS FOLLOWS:

1. USE OF PREMISES: WLTC hereby rents to Exhibitor outdoor space on the Edelweiss Inn grounds on September 28,29,30 2007 inclusive. Exhibitor agrees to pay WLTC rent in the full amount as follows:

Please Circle One:

$70 for one 12x12 foot space
$120 for one 12x24 foot space
$140 for one 30x12 foot space

*********Remember: In order for all booths to fit within the grounds available, you will only be able to occupy the space you apply and pay for.*

*********If your booth is a trailer or RV, the length of your space must include the hitch (tongue) of the trailer.*

(Example: 10 foot trailer + 2 foot hitch = 12 foot booth.)

Check one: ☐ *Free standing booth* ☐ *Trailer or RV* ***(Limited to returning vendors only)***

Check one: ☐ *Art / Handcraft* ☐ *Food Vendor*

*******No confirmation will be sent. Unless your fee is returned, your application has been accepted.
*******The Alpenfest Booth Chairman reserves the right to reject applications or exhibitors at any time without notice.

2. PURPOSE: Exhibitor agrees to use the assigned premises solely for the purpose of displaying and selling the following items or services: **(Remember, this is a handcraft only show.)**

** New applicants need to send several photos representing the quality of the items to be offered. **

3. SECURITY: Exhibitor agrees that the WLTC Board, their officers, directors, agents, employees, members or volunteers shall not be responsible for any loss, damage or injury of any character to any property of Exhibitor or his agents or employees while on premises of the Alpenfest. The WLTC is not responsible for articles left in booths.

4. INDEMNIFICATION: Exhibitor shall indemnify, defend and hold WLTC harmless from any and all claims, costs, liabilities, damages and fees (including attorney fees and expert witness fees) arising out of or related to Exhibitor's exercise of all rights and privileges under this Contract, including without limit, claims or liabilities for any personal injury or property damage of any kind or nature. This obligation of indemnity extends to the WLTC and its board, officers, directors, agents, employees, members or volunteers.

5. ATTORNEY FEES: If litigation is instituted arising directly or indirectly out of the Agreement, the losing party shall pay to the prevailing party reasonable attorney fees and court costs as determined by the court, and trial, or upon any appeal therefrom.

6.

7. HOUSEKEEPING: Exhibitor agrees to be entirely responsible for the space allotted to him/her under this agreement and shall reimburse the WLTC for damage to grounds, facilities and/or trees used in connection with the space allotted to him/her. Exhibitor agrees to fill holes and/or pay cost to maintain ground back to acceptable condition.

7. SPACE SPECIFICATIONS: Booth shall be designed so as not to interfere with the display of neighboring booths, or affect the vision of Alpenfest goers to observe multiple booths at one time. Music, sound systems, or noise that interferes with neighboring booths will not be permitted. Exhibitor is an independent contractor and is granted a personal privilege to use space at the Alpenfest, which privilege may not be assigned to anyone else.

8. TERMINATION: This entire agreement or any portion thereof may at any time be terminated or nullified immediately by the Alpenfest Booth Chairman or the WLTC Board or WLTC Officers. Exhibitor will relinquish his space and all rights under this agreement and all monies paid will be forfeited by Exhibitor. Exhibitor must terminate agreement in writing in order to receive a refund. If written termination by Exhibitor is not received by September 1, 2007, all monies will be forfeited.

Exhibitor agrees to follow all rules and regulations set forth in this document and the "Exhibitors Guide for the Wallowa Lake Alpenfest."

Exhibitors Name:_____

Address:_____

City, State, Zip:_____Phone:_____

Exhibitor Acceptance Signature:_____Date:_____

Make check payable to: **Wallowa Lake Tourist Committee**
Return this completed and signed contract with your booth fee (and jury photos if necessary) to:
Debbie Barto or Diane Schuld Alpenfest Booth Chairman,
59879 Wallowa Lake Hwy Joseph or 97846
541-432-4704 541-432-8800
(9 am to 5:00 pm best time to call)

Revision Date 3-1-07