



110 W. Marine Drive
Kalama, WA 98625
(360) 673-2325
POK@portofkalama.com

Wednesday Night Community Market Vendor Application and Agreement

Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Business Name: _____

Address: _____
Street Address Unit #

City State ZIP Code

Phone: _____ Email: _____

Website: _____

Please describe items to be sold – items must be made/grown by the vendor.

Requested Dates (please circle);

- 6/5 6/12 6/19 6/26 7/3 7/10 7/17 7/24 7/31 8/7 8/14 8/21 8/28

VENDORS: A limited amount of 10 x 10 spaces are available on a first reserved basis. Vendors must provide tables, chairs and shelters, no spiking is allowed into the ground. Return the application no later than one week before the date of the event to the Port of Kalama at the address listed above.

Vendor Agreement

Your completed application must be received no later than one week before the scheduled event. Vendor spaces for the Wednesday Community Market are available for local **Kalama (98625)** artists, gardeners, crafters, and others wishing to sell their products. (Must not be prepared food or drink, but fresh produce is allowed.) Booths must be open and staffed from 6pm until 10pm and set up can begin at 4:00 pm. **No prepared food or beverages that interfere with the event sponsors may be served during the events.** Items that promote political or religious messages are not allowed to be sold or distributed. Any loud or disrupting items or displays that may interfere with the concert or are considered hazardous will not be allowed. If you have any questions, please contact the Port of Kalama at 360-673-2325.

Indemnification Agreement:

The vendor agrees to accept full responsibility for the quality of any and all goods sold by the vendor during the event. Vendor agrees to be open for business during the event hours. Late set-up or early tear-down will not be allowed.

The following covenants are agreed to by vendor:

1. The vendor agrees to operate said concession in conformation with all Federal, State, County and City of Kalama laws, ordinances and health authorities. Any violation of the foregoing will entitle the Port of Kalama to cancel said vendor and cause the same to be removed with "No Right of Recourse" by the vendor against the Port of Kalama. Vendor shall be responsible for any payment to all local, State and Federal taxes where applicable. A person 18 years of age or older must sign this form. A person 18 years of age or older must be present in the booth at all times.
2. The owner of the property or custodian of property, brought to the event assumes as a condition of its admission to the event, all risk and any responsibility for its loss, damage, or theft. The vendor assumes all responsibility for any and all claims of bodily harm, property damage or other claim caused by products offered.
3. Areas will be marked by 3:00 pm on the day of the event. Booths are to be set up and operating by 6:00 PM and taken down no sooner than 10:00 PM.
4. All canvas must be flame proof. Canopies must be anchored and secure. No spiking/staking into the ground is allowed.
5. Absolutely no alcohol beverages or marijuana products shall be kept or sold by vendor or the vendor's employees or representatives within Port property.
6. The vendor is required to have product and general liability insurance and name the Port of Kalama as an additional insured.
7. Port of Kalama or McMenamins name or logo may not be used by vendors for marketing purposes.

I understand this application is not a guarantee of space or participation in the event. We will be notified of status upon receipt of this application. Port of Kalama reserves the right to cease operations of vendors who disregard the rules of the event. By signing this application I assume all risks and hazards incidental to such participation, and do hereby release, absolve, indemnify, and agree to hold harmless the City of Kalama, the Port of Kalama, McMenamins, staff, volunteers, and properties from any and all loss, claim, action, suit or liability to third persons (including attorney fees at trial and appeal), from any cause whether directly or indirectly related to this event or this agreement including but not limited to claims for injury to persons including death or destruction of property: whether intentional, negligent or consequential as result of any act or omission of yours, or the officers, director, employees, or agents of your business that may arise out of my participation.

I certify that understood each requirement of the Vendor Agreement and agree to the terms as stated.

Signature: _____ **Date:** _____

Port Approved: _____ **Assigned to Vendor Space:** _____

The Port will return a signed copy to you of this agreement. Bring this document with you to the event.