



2021 City of Lake Oswego Parks & Recreation Picnic in the Park - Vendor Application

Interested vendors may apply for one or multiple dates listed. Application submission does not imply acceptance into the event. Vendors are not selected on a first-come, first serve basis. All vendors are juried. **APPLICATIONS DUE JUNE 14.**

Picnic in the Park

- Date/Time:** Thursdays, July 1-August 26, 2021, 6:30-8:30pm
- Location:** July dates held at Millennium Plaza Park – 200 1st Street
August dates held at Westlake Park – 14165 Bunick Drive
- Description:** Thursday night weekly concerts featuring your favorite local performers and dinner from a local restaurant. Concerts are ticketed for capacity monitoring and each ticket includes a boxed meal from a local restaurant or caterer. Customers will be asked to choose a Meat, Vegan or Gluten Free meal, so applicant must be able to offer an option for each.
- Attendance:** Minimum purchase of 200 meals.
Attendance at Millennium Plaza Park will be between 200-500 participants.
Attendance at Westlake Park will be between 200-850 participants.
- Payment:** \$11.00 per meal; minimum payment of \$2,200 per date. Final count confirmed approximately 1.5 weeks prior to event date.
- Drop-off Time:** 5:30pm at the park

Application:

Applicant's Name: _____

Business Name: _____

Phone: (____) _____ Cell phone: (____) _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Website: _____ @ _____

Facebook: _____

Instagram Handle: _____

Twitter Handle: _____

Please check the date(s) you are interested in applying for:

Thursday, July 1

Thursday, July 8

Thursday, July 15

Thursday, July 22

Thursday, July 29

Thursday, August 5

Thursday, August 12

Thursday August 19

Thursday, August 26

Please describe your business.

Have you worked as a vendor at previous events? Which ones?

Please describe the menu you are offering below.

Meal Options 1 (Meat): _____

Meal Option 2 (Vegan): _____

Meal Option 3 (Gluten Free). *please note if option 1 for meat or option 2 for vegan is gluten free:

PLEASE REVIEW THE ATTACHED RULES AND GUIDELINES.

City of Lake Oswego Parks and Recreation reserves the right both to prohibit anyone from selling and to prohibit any product from being sold at the event. No unapproved products, services, or items may be offered for sale without the approval of the event staff.

I have read the Vendor Rules and Guidelines and agree to abide by all conditions outlined within.

Signature: _____ Date: _____

Rules & Guidelines for Vendor Participation

(Please retain for reference)

Selection Criteria

1. The quality of the product.
2. The sustainability of the product and business.
3. Previous vending experience (either with the City or at other venues). If applicable, this includes a vendor's past performance and cooperation with other Lake Oswego Parks and Recreation Events.
4. Lake Oswego based businesses are preferred.
5. Suitability of the product to the goals & purposes of the event.
6. Cultural authenticity of food.
7. Appeal, taste and presentation of food product.
8. Product promotion, design and marketing principles.

Compliance with Government Regulations

1. Vendors must observe and abide by all the laws, rules and regulations imposed by any lawful governmental authority and relating in any way to any activity conducted on the premises, and shall require all of Vendor's agents, employees, and agents upon the premises to do likewise.
2. Vendors are responsible for complying with state and local health and licensing regulations governing the production and sale of their products. Food vendors are responsible for meeting health requirements and obtaining any permits and licenses applicable to their products.
3. Food consumed on premises must have the following applicable documentation:
 - a. ODA Certified Kitchen Oregon Department of Agriculture OR
 - b. County food facility license
4. Vendors must provide copies of all required licenses to the event staff at least one month prior to the event date.
5. Vendors who fail to comply with these rules or applicable state and local regulations are subject to removal. Furthermore, 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 vendor and prohibit said vendor from returning for future community events.
6. The City reserves the right to adopt additional rules relating to vendor participation in the event or to modify these rules. The additional or modified rules shall be effective 1 week following delivery of a copy of the revised or additional rules to the vendor, or 1 week following the date of mailing by regular mail to the vendor at application address. Continued participation in the event shall be deemed assent to the revised rules.

Cancellation Policy

1. Except in emergencies, vendors must notify event staff of a cancellation one month prior to the event date. Late cancellation may result in a fee of up to \$500.00. If cancellation is reported within the designated time frame, the vendor will not be charged a fee.

Inclement Weather Policy

1. In general, it is our event policy to be open rain or shine. A scheduled event will not be closed unless it is determined that severe weather conditions compromise the safety of vendors, volunteers and customers. Any necessary changes or modifications are determined by the Event Manager. Notifications of change will be issued as far in advance as possible. If a

modification or cancellation is required, vendors will be notified via phone. In the event of the cancellation of a scheduled event, vendors will not be required to provide food services at that event date. Additionally, the Parks and Recreation website will be updated with information reflecting any change or cancellation.

Indemnification

The vendor shall defend, indemnify, and hold the City of Lake Oswego, its officer, agents and employees harmless 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 of an act sustained in any way in connection with the use of this license 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 to the Licensor, but is in addition to such common law or statutory provisions.

Exclusion of damages and representations

1. The City, its officers, employees, and commissions and committees shall not be liable to the Event Vendor for any damages of whatsoever 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 this license is 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 Licensee may have relied have been reduced to writing and are included in this agreement, and if not so reduced to writing, are expressly waived, which waiver is a material part of the consideration of the execution of this contract by the City.

Completed applications can be submitted to:

Emily Liu, Events & Farmers' Market Manager
City of Lake Oswego, Parks & Recreation Department
PO Box 369, Lake Oswego, OR 97034
503-675-3983
eliu@ci.oswego.or.us