#### THE BETEL NUT VERSION

Quick Snapshot of Vendor Guidelines

A full terms and agreement can be found at the bottom of this page.

# **Important Dates**

• VENDOR Meeting: Sunday December 1, 2025 @ 1:30 PM

• **VENDOR APPLICATIONS WILL OPEN:** 1/1/2025

• VENDOR APPLICATIONS WILL CLOSE: 6/1/2025 at 11:59 pm PST

• Event Date: August 22-24, 2025

• Vendor Meeting: Sunday June 8, 2025 (for accepted vendors)

• Vendor Operating Dates: August 23 (10-6) -24 (10-5), 2025

#### **Food Vendors**

• **Limited Food Vendor Spots:** To ensure success of all, we are limiting the number of food vendors and cuisine types. Applications will be reviewed and approved on a first-come, first-served basis.

### Fees and Requirements for Food Vendors:

1. Festival Booth Fee

All Vendors are responsible for any applicable booth fees.

2. Temporary Restaurant License

Per Oregon law, any vendor or organization selling or distributing food to the public at an event must have a temporary restaurant license.

- Multnomah County Single Event Temporary Restaurant License: \$160
- 3. Temporary Bunsiness License
  - City of Fairview Temporary Business License: \$18.75
- 4. Liability Insurance
  - Vendors are required to obtain liability insurance that lists "METRO" as the certificate holder.

- 5. Food Handler Permit
  - Any individual handling food must possess a valid food handler's permit. https://www.multco.us/health/food-handlers-test
- 6. Health, Fire, and Safety Compliance
  - All food vendors must adhere to safety and health requirements, ensuring that all staff are informed of and comply with these regulations.
  - ALL Canopies must be roped, braced, and anchored.
  - Commercial deep fryers require a Class K(grease fires)fire extinguisher.
  - Barbecue Grills and everything else require a Class ABC(general use) fire extinguisher.
- **Equipment:** Food Vendors must provide their own canopies, tables, flooring, and all equipment
- Setup & Breakdown: Food Vendors are responsible for setting up, breaking down, and cleaning their designated area in a timely manner. Setup begins 7:30am on 8/23/2025. Food Vendors must breakdown their booth and exit the park no later than 8:00 PM, the final day of the event, 8/24/2025. Failure to do so will result in vehicles being locked inside the park overnight.
- **Application:** All food vendors must complete a vendor application and agree to all Marianas Festival vendor terms & conditions.
- Metro Park Requirements: Once approved vendors must submit the metro form within 7 days.

#### **General Information**

### Setup Time:

Starts at 7:30 AM for food vendors and 8:00 AM for all other vendors.

All vendors must be set up by 9:30 AM.

If you are not on the 7:30 early entry list you will not be permitted into the park until 8:00 AM.

#### Breakdown Time:

Begins at 6:00 PM on Saturday and 5:00 PM on Sunday.

The park closes at 8:00 PM, and all areas must be cleaned and vacated before this time.

- Rain or Shine: The event will proceed regardless of weather conditions.
- Logistics: All vendors are responsible for providing their own supplies, including canopies, chairs, tables, and generators.
- There is no running water or power on the field, so please plan accordingly.

#### **Vendor Fees**

# January 1-February 28

- Hot/Cold Food Vendors: \$800 (10' x 20')
- Prepared Cold Food Vendors (e.g., pastries, pickled products, desserts): \$300 (10' x 20')
- Non-Food Vendors: \$300 (10' x 10')
- Information/Resource Booths: \$0.00 (applications are required to ensure eligibility)

#### March 1-June 1

- Hot/Cold Food Vendors: \$1000 (10' x 20')
- Prepared Cold Food Vendors (e.g., pastries, pickled products, desserts): \$500 (10' x 20')
- Non-Food Vendors: \$500 (10' x 10')
- Information/Resource Booths: \$0.00 (applications are required to ensure eligibility)

# **Applications**

- **Limited Space:** Vendor opportunities are limited, and applications will be reviewed in the order of submission.
- Application Deadline: June 1, 2025 at 11:59 pm PST. No late applications will be accepted.

- Approval & Payment: Once your application is approved, you must pay within 72 hours to secure your spot. Failure to do so will result in your application being pushed to the back of the line. Payment of vendor fees will be online via Zelle or Venmo. If your application is successful you will be sent information to facilitate your payment online. Additional payment methods may be arranged with the event coordinator.
- Application Updates: This page will update once vendor slots are filled.

#### Marianas Festival Vendor Terms and Conditions

This Vendor Terms and Conditions Agreement ("Agreement") sets forth the terms and conditions that apply to you or your organization's ("Vendor-Holder") participation as a Vendor at the Marianas Festival ("Festival" or "Event"), organized by Marianas Alliance for Growth of Islanders 'MAGI' ("Organizers"). Times in this agreement refers to Pacific Time.

#### **Definitions:**

- Vendor: refers to a person, business, or entity that provides goods or services (paid or non-paid) to another party.
- Canopies/Stalls/Booth: small temporary structure, booth, or canopy where vendors sell goods or services or provide information
- Event/Festival: refers to Marianas Festival 2025
- Organizers: MAGI, Marianas Festival staff, representatives, board, and/or officers.
- Terms and Conditions: Agreement

#### Dates:

• Event Date: August 22-24, 2025

• Vendor Operating Dates: August 23 (10-6) -24 (10-5), 2025

#### Overview

The Marianas Festival is a three-day event, with vendors operating on **August 23-24** only. Day 1, **August 22** is dedicated to workshops at Heritage High School, and vending is not permitted during this time. Vendor operations will take place at Blue Lake Regional Park in Fairview, Oregon, on Days 2 and 3. Vendors are permitted to set up on **Friday, August 22**, **from 3:00 PM to 6:00 PM**. For security reasons, it is recommended to wait until the morning of August 23 to set up products.

#### 1. Vendor Responsibilities

(i.) Terms and Conditions: Vendors must read, understand, and comply with all terms and conditions. It is the responsibility of vendors to ensure that all staff are informed of these guidelines. Vendors assume all risks and are liable for any damages caused by their team.

- (ii.) Product Restrictions: Vendors may not sell canned or bottled beverages (e.g., juice, soda, water, coffee, alcohol) unless pre-approved by the event. This does not apply to booths serving beverages such as boba, specialty drinks, agua fresca or lemonade.
- (iii.) Conduct: Vendors are expected to represent the event positively and avoid conflicts. Any issues should be reported to the event staff.
- **Generators:** Generators must be positioned in a way that fumes do not affect neighboring vendors.
- (v.) Vehicle Removal: All vendor vehicles must be removed from the event area by 9:30 AM on event days. No vehicles are allowed on the field after 9:30!
- (vi.) Media Usage: MAGI/Marianas Festival reserves the right to publish vendor names, descriptions, and contact information in promotional materials. Liability Disclaimer: Vendors who participate in the Festival do so at their own risk and are required to indemnify and hold harmless the Organizers, their representatives, their staff and volunteers, and event sponsors against any claim for damages, costs, expenses, and liabilities (including, without limitations, consequential loss and loss of profits) in respect of any loss, damage, or injury caused through any of the activities, products, and belongings at the Festival.

# (vii.) Photo, Video, and Social Media Footage:

- (a) By agreeing to be a vendor at the Festival, you, the vendor, grant the Organizers, and their authorized representatives, the irrevocable and unrestricted right to capture, use, reproduce, and publicly display any photographs, videos, or other media recordings taken of you, your group/team/personnel, your stall/items/products, and any related activities during the Festival for promotional, advertising, and marketing purposes.
- (b) You acknowledge and agree that all media materials captured at the Festival, including but not limited to photographs, videos, and audio recordings, shall remain the exclusive property of the Organizers. You hereby waive any claim to ownership, royalties, or compensation arising from or related to the use of these materials.
- (c) By participating in the Festival, you release the Organizers, its representatives, employees, and agents from any liability or responsibility for the use of your and/or your group's/team's/personnel's image, likeness, or voice in any media materials, as well as any loss, damage, or infringement of personal or

- intellectual property rights that may occur in connection with the capture or use of such materials.
- (d) You warrant that you have the authority to grant these rights and permissions, and you agree to indemnify and hold harmless the Organizers from any claims, damages, or expenses arising from the use of media materials in accordance with this Photography and Media Clause.
- (viii.) Intellectual Property Rights: Vendors retain all intellectual property rights in their original works. However, by participating in the festival, you grant the Organizers a non-exclusive, royalty-free, worldwide license to use, reproduce, and publicly display any photographs, videos, or other media of your vendor, merchandise and vendor/personnel.
- (ix.) Equipment: Vendors must supply, set up, and break down their own tables, chairs, canopies, and any other equipment required for their booth. Vendors are responsible for providing needed coolers, generators, and equipment. Vendors are responsible for removing all equipment from the event site before leaving the premises at the end of the event. The Organizers and their representatives will not be held responsible for any items or equipment that an individual or group brings or leaves behind as part of their participation at the Event.
- during high threats. It is the responsibility of food vendors to ensure compliance with fire bans. Fire bans may affect the use of charcoal pits. Fire bans typically roll out in stages first wood fires would be banned, then charcoal, then propane. Most of 2023 summer charcoal was banned but propane pits were allowed. Fire ban issues were not an issue for 2024. This can change. Organizers are not responsible for any outcomes due to fire bans.
- (xi.) Power: vendors are to supply their own power source at their own expense.
- (xii.) Waste and garbage disposal: Vendors are responsible for removing all garbage / waste generated from their station before leaving the premises.
- (xiii.) Rides, bounce houses and Amusements: Unfortunately, we are unable to include rides, bounce houses and amusements due to venue restrictions.
- (xiv.) Code of Conduct, Refusal and Dismissal:
  - (a) Vendors and staff are expected to behave professionally, respectfully, and in accordance with the festival's code of conduct. Any behavior deemed inappropriate or disruptive may result in removal from the Event at the discretion of the Organizers with no reimbursement for any payments.

(b) The Organizers reserve the right to refuse any applicant or Vendors and staff who does not wish to maintain the spirit of the event or wishes to make time changes without notice. The Organizers reserve the right to dismiss anyone from the premises if they are causing damage, interfering with any other vendor, or disrupting the order or spirit of the Event.

# (xv.) Respect During Opening Ceremony

Vendors agree not to engage in sales activities during the opening ceremony as a sign of respect for the event, its participants, and the cultural traditions being celebrated. This practice upholds the Chamorro way of showing reverence and unity during significant moments of the festival.

# 2. Vendor Setup & Logistics

- **(i.) Vendor Separation:** Food and merchandise vendors are categorized separately.
- (ii.) **Product/Menu Listings:** Vendors must submit a complete list of products and menu items in advance, including the projected number of plates for sale.
- (iii.) Health Code Compliance: Food vendors must comply with local health codes and be prepared for inspections by the Multnomah Health Authority and Gresham Fire Marshal on the morning of the event.
- **(iv.) Open Flame Cooking Safety:** Vendors using open flames must follow safety regulations, including keeping flames a safe distance from canopies and having fire extinguishers on hand.
- (v.) Conduct & Prohibitions: Vendors cannot sublet or share booth space with another business unless explicitly approved. You will be issued a "Marianas Festival Approved Vendor Permit" on the morning of the event. This permit will display the name of the vendor authorized to sell at the booth. Vendors are prohibited from selling illegal substances, alcohol, weapons, e-cigarettes, or cigarettes.
- (vi.) Earnings Reporting: Vendors must report their earnings for planning purposes. MAGI does not take a percentage of sales.
- (vii.) Information/Resource Booth: Information Booths are available to Businesses/Corporates and Non-Profit organizations at a size of 10x10 ONLY. The total number of Information Booths at the Festival is limited to fifteen (15). Absolutely no items, food or beverages etc. are to be sold at Information Booths. However, items may be given away for free.

- (i.) **Refund Policy:** Full refunds are available within **48 hours** of payment. No refunds will be issued after the 48-hour window, even if the vendor cannot attend. Refunds may take up to two weeks to process.
- (ii.)Payment Terms: Vendors must pay invoices within 48 hours of approval to secure their spot. Failure to pay on time will result in your application being pushed to the end of the line.
- (iii.) Vendor Term: In the event a vendor is unable to participate, payments will not be held for the following year, and no refunds will be issued.
- **(iv.) Liability Insurance:** Food vendors are required to obtain a 1million dollar liability insurance listing METRO as the certificate holder.
  - **a.** Insurance can be purchased https://app.gatherguard.com/
  - **b.** All food vendors must provide their own insurance.
  - **c.** METRO Certificate Holder Address: Blue Lake Park, 21224 NE Blue Lake Rd, Fairview, OR 97024, USA
- 4. Business License: All vendors must obtain a City of Fairview business license (\$18.75). https://fairvieworegon.gov/DocumentCenter/View/1425/Business-License-Application-PDF?bidId=
- 5. Health Certificate: Food vendors must secure a Multnomah County Health Certificate if required. It is the vendor's responsibility to determine whether they need this certificate <a href="https://multco-web7-psh-files-usw2.s3-us-west-2.amazonaws.com/s3fs-public/FactSheet16ExemptFoods.pdf">https://multco-web7-psh-files-usw2.s3-us-west-2.amazonaws.com/s3fs-public/FactSheet16ExemptFoods.pdf</a> and <a href="https://www.multco.us/services/temporary-food-events">https://www.multco.us/services/temporary-food-events</a> h

### 6. Event Authority

- (i.) MAGI/Marianas Festival reserves the right to stop vendors from operating without a refund if the terms and conditions are violated.
- (ii.) Any violation of these terms and conditions will result in a \$500.00 penalty and is subject to reporting to the proper authorities. Examples are, but not limited to, failure to meet safety standards, failure to maintain the proper licensing or unauthorized subletting)

### 7. Logistical Information

(i.) **Vendor Parking:** Parking is available on a first-come, first-served basis. Each vendor will be allotted one reserved parking spot per booth. Additional vehicles must park in the general parking area. Please note that Blue Lake

- Park charges **\$5.00 per vehicle**, which is the responsibility of the vendor and is not regulated by MAGI.
- (ii.) **Utilities:** There will be no running water or electricity on the field. Vendors are responsible for bringing their own generators and necessary equipment.
- (iii.) **Rain or Shine:** The event will proceed regardless of weather conditions, so vendors should prepare accordingly.

# 8. Vendor Pricing

# January 1-February 28

- Hot/Cold Food Vendors: \$800 (10' x 20')
- Prepared Cold Food Vendors (e.g., pastries, pickled products, desserts):
   \$300 (10' x 20')
- Non-Food Vendors: \$300 (10' x 10')
- Information/Resource Booths: \$0.00 (application required)

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   \$500 (10' x 20')
- Non-Food Vendors: \$500 (10' x 10')
- Information/Resource Booths: \$0.00 (application required

# 9. Security and Safety

(i.) Vendors are responsible for the security of their valuables before, during, and after the event. Although security will patrol the area overnight, items left overnight are at the vendor's own risk.

### 10. Donation

(i.) We kindly request a donation from your booth to be raffled off during the event. MAGI is a non-profit organization with limited means of raising funds, and the raffle helps ensure the festival can continue in the future.

Whether it's a product sample, gift certificate, or any other item from your collection, every contribution is highly valued and appreciated as it supports the event and provides an opportunity for brand acknowledgment. You will be recognized during the raffle and listed as a donor on our website. Please inform the vendor coordinator of your donation by **August 8, 2025**.

### 11. Amendment and Modification of Terms and Conditions:

- (i.) Right to Amend: The Organizers reserve the right, at their sole discretion, to amend, modify, add, or remove portions of these Terms and Conditions at any time without prior notice. It is the responsibility of the vendor to periodically review these Terms and Conditions for any updates or changes.
- (ii.) Effect of Amendments: Any amendments or modifications to these Terms and Conditions will be effective immediately upon their posting on the festival's official website or other official communication channels, unless otherwise stated. Continued participation as a vendor in the festival following the posting of any such changes will constitute acceptance of those changes.
- (iii.) Responsibility to Stay Informed: Vendors are encouraged to frequently visit the festival's official website or to maintain contact with the Organizers to stay informed about the latest Terms and Conditions, as well as any other relevant festival updates or information.
- (iv.) Binding Agreement: These Terms and Conditions, as amended from time to time, will constitute a binding agreement between the Vendor and the Organizers. By applying for a Stall and participating in the Festival, the Vendor agrees to be bound by these Terms and Conditions and any amendments thereto.

### 12.. Vendor contact information: info@marianasfestival.com

# **Frequently Asked Questions**

- I want to be a food vendor. What fees do I pay?
  - Hot food: vendor fee to MAGI, 160.00 fee to Multnomah County Health
     Department, 10.00 fee per food handlers permit, the cost of insurance, the
     18.75 Fairview fee, your supplies and equipment.
  - Cold food: vendor fee to MAGI, 160.00 fee to Multnomah County Health Department (if required), 10.00 fee per food handlers permit, the cost of insurance, the 18.75 Fairview fee, your supplies and equipment.
  - Non-Food Vendor: 300.00 and the 18.75 Fairview fee
- What should I expect if I am a food vendor? Prepare for high demand. Coordinate with other vendors to ensure adequate food for attendees. It is a good idea to have pre packed food plates ready to go.
- **Could you guarantee the number of attendees** Of course not, but I would expect a larger crowd than 2024, which saw over 6,000 attendees.
- I already have a business license; do I still need a City of Fairview license? Yes, a City of Fairview business license is required (\$18.75).
- I already have a food permit license; do I still need one? Yes. The county requires this for one day events.
- But why when I already have a Multnomah County food permit? These are the
  county rules. They come out to inspect the new "area" the day of the event. For
  more information or questions please contact Multnomah County Health
  Department.
- When can I setup? Setup begins on Friday, August 22, at 3-6 and on Saturday, August 23 at 7:30 AM for food vendors and 8:00 AM for other vendors.
- **Can I bring Food and Drinks?** No outside food or drinks are allowed. This will be enforced. We ask that you enjoy this free event while supporting vendors.
- Will there be a first aid booth? A first aid booth with a registered nurse will be available on-site.

- Is re-entry allowed? This is a free event. Keep your parking pass for re-entry.
- Can I camp on the grounds? Camping is not allowed at the park.
- **Will a map be available?** The festival map will be available on the website before the event.
- What would the weather be like? This is the PNW. It could be rainy, super-hot or just perfect. Be prepared for any weather, as the event is rain or shine.