

Sundays on Cole 2019

RULES AND REGULATIONS

DATES: Sundays on Cole is an Enumclaw Community event that will run every Sunday, from **July 7th through August 28th 2019**. There are 8 Sundays available on an individual basis or you may participate for the whole duration of the event.

NON-PROFITS: Sunday's on Cole will select one non-profit each Sunday to represent themselves (limited to one Sunday per non-profit) in a 10X10 space at no cost to the non-profit. Selection of the weekly non-profit is based on the ability to provide 2 volunteers (not including the booth operator) that can help with Sunday's on Cole for the duration of 9am to 5pm. Non-profits need to submit the Sunday's on Cole vendor application before the required deadline to be considered. Non-profits will be notified of their acceptance.

SALES - All sales will be made directly to the vendor. There will be no commission charged by the event on sales. All vendors are responsible for collection and payment of local Washington Sales Tax. Food and beverage vendors must be permitted by the Health Department and the state to run a Food and/or beverage truck, cart or trailer. All permits must be up to date. Vendors are responsible for handling their own business. Live Local 98022, any other "Sundays on Cole" organizers, the City of Enumclaw and its officers, affiliates and volunteers or representatives, as well as the Enumclaw Chamber of Commerce, their respective members, officers, directors, agents, and employees are to be held harmless for any vendor business regulations and requirements.

SPACES - Spaces will be assigned on Cole Street. Each vendor will have an assigned number. All spaces will extend out 10 feet from the center of the street, and 10 feet side to side. Merchandise placed out further than the allowed 10' will be noted as a violation. Repeated violations may result in vendors being refused entry into future events. Vendors are responsible for supplying their own canopy, tables and chairs. No tarps are allowed. Any food vendor, where cooking takes place, must have a Fire Rated, UL Approved canopy and fire extinguisher. All spaces must also be prepared for any weather condition, especially rain, wind or very hot weather. One company may not occupy spaces in more than one location (with exception to "double" spaces- 20'x10'). The largest space one company may occupy is 20' x 10'. Food Vendor Spaces will NOT include any water or power hook ups - all must be self-contained. Limited power may be available upon request on a first come, first serve basis. Due to noise restrictions exterior generators will not be allowed.

REFUNDS - No refunds of any kind. Early Sign-up ends June 15, 2019.

DURATION – All Exhibits are required to be set-up, manned and prepared for selling during all "Sundays on Cole" hours on all "Sundays on Cole" days that they are signed up for.

SET-UP / BREAKDOWN - Absolutely no vendors or vehicles are allowed on the streets before 8:00 a.m. on set-up day. ALL SPACE SET-UPS AND LOADING VEHICLES MUST BE REMOVED BY 5:00 p.m. Be prepared to begin breaking down earlier than 4:00pm closing if you need the extra time. Exhibitors are responsible for cleaning their area, including tape on street. Check in and set up starts at 8:00am. All vehicles must be unloaded and removed by 9:30 am no exceptions.

EVENTS HOURS: Sunday(s) 10:00am – 4:00pm

SECURITY –The Enumclaw Chamber of Commerce, Live Local 98022, any other “Sundays on Cole” organizers and the City of Enumclaw and its officers, affiliates and volunteers or representatives will HOLD NO LIABILITY for any property left at the site.

VIOLATIONS - Vendors in violation of rules and regulations will be placed on suspension for future Sundays on Cole admittance. This includes violation of 10’ x 10’ maximum space (20’ x 10’ double space). Repeat violators will be permanently suspended from future admittance.

INDEMNIFICATION - I hereby certify that I have read and understand the rules and regulations of the Sundays on Cole event(s). I hereby agree to abide by all of the rules and decisions of the Sundays on Cole event. I hereby agree to indemnify, hold harmless and defend, The Enumclaw Tourism Board, any other “Sundays on Cole” organizers and the City of Enumclaw and its officers, affiliates and volunteers or representatives, the Enumclaw Chamber of Commerce, their respective members, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney’s fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by me or my employees, agents, sub-contractors, invitees or any other person entering the event with my implied or express permission.

In CONSIDERATION of the acceptance of the application for entry into the activities listed on the application form above this agreement and the rules and regulations that accompanied it, I hereby WAIVE, RELEASE, and DISCHARGE any and all claims for the damages for death, personal injury, or property damage which I may have, or which may hereafter accrue to me as a result of my participation in the said activities. This release is intended to discharge, in advance, The Enumclaw Tourism Board, any other “Sundays on Cole” organizers and the City of Enumclaw and its officers, affiliates and volunteers or representatives, the Enumclaw Chamber of Commerce, their respective members, officers, directors, agents, and employees from and against any and all liability arising out of or connected with my participation in the said activities, even though that liability may arise out of NEGLIGENCE or CARELESSNESS, on the part of the persons or entities mentioned above.

I HAVE READ THE DESCRIPTION OF THE ACTIVITY FOR WHICH I HAVE APPLIED, AND I AM AWARE THAT THESE ACTIVITIES SUBJECT ME TO PHYSICAL RISKS AND DANGERS. NEVERTHELESS, I VOLUNTARILY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY OR DEATH, AND TO RELEASE, DISCHARGE, AND HOLD HARMLESS ALL OF THE ENTITIES OR PERSONS MENTIONED ABOVE WHO, THROUGH NEGLIGENCE OR CARELESSNESS, MIGHT OTHERWISE BE LIABLE TO ME, OR MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE OR ASSIGNS. It is understood and agreed that this waiver, release, and assumption of risk is to be binding on my HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE and ASSIGNS. I have carefully READ this Agreement and fully UNDERSTAND its content.

Signed: _____ Date: _____

Printed Name: _____

Business Name: _____