

**City of Portland Native American Heritage Month**  
**Native American Marketplace**

**Thursday, December 6, 2018**  
10:00 a.m. to 2:00 p.m.

City of Portland, ATTN: Ana Brophy  
1120 SW Fifth Avenue, Rm. 1000, Portland, Oregon 97204  
E-mail at [ana.brophy@portlandoregon.gov](mailto:ana.brophy@portlandoregon.gov)

**BOOTH SPACE AGREEMENT**

The City of Portland is honored to sponsor the Native American Marketplace and welcomes you to this event. The Marketplace provides opportunities for cultural exchange and celebration. The Native American Market will be from 10:00 a.m. to 2:00 p.m.

Booth space is in Portland City Hall North and South Atrium – first floor, 1221 SW 4th Avenue, Portland, Oregon. There is no charge for booth space. This is a first-come first-served reservation system. Set up time starts at 8:00 AM through 10:00 AM. Tear down is 2:00 PM through 4:00 PM.

The City of Portland provides one 6x2-foot table and 2 chairs for each Exhibitor free of charge. Any other items needed, such as tablecloths, skirting, etc, needs to be provided by the Exhibitor.

Complete the following to reserve your booth:

Tribal Affiliation \_\_\_\_\_ Enrolled: yes \_\_\_\_\_ no \_\_\_\_\_

Company/Organization Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Exhibit Manager \_\_\_\_\_

Exhibit Manager's E-mail \_\_\_\_\_

Website Address \_\_\_\_\_

Brief Description of Item (s) for sale or show \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you need access to electricity?  Yes  No

Portland Business License Account # \_\_\_\_\_ -OR-

Copy of Annual Exemption Form (attach copy)

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Exhibit Manager's Signature (By signing this document, you agree to the booth space terms and conditions attached)

## BOOTH SPACE TERMS AND CONDITIONS

The following Booth Space Terms and Conditions, together with the Booth Space Agreement, form the Agreement. This Agreement is a legally binding agreement between the exhibiting company, its parents, subsidiaries, and employees (the Exhibitor) and the City of Portland staff (Organizers) of the Native American Heritage Month Marketplace (NAHM Marketplace).

The hours of the event are as follows:

**Thursday, December 6, 2018**

8:00 AM – 10:00 AM -- Exhibitor setup

10:00 AM - 2:00 PM -- Exhibit hall open to attendees

4:00 PM - 6:00 PM -- Exhibitor tear down

- 1. ENROLLMENT.** In order to have a booth at the NAHM Marketplace, the Exhibitor must abide by the Indian Arts and Crafts Act of 1990 (P.L. 101-644). Under the Act, an Indian is defined as a member of any federally or State recognized Indian Tribe, or an individual certified as an Indian artisan by an Indian Tribe.
- 2. EVENT DETAILS.** The NAHM Marketplace is a City of Portland sponsored event.
- 3. PERMISSION FOR USE.** Subject to the terms of this Agreement, the Organizers agree to make available to the Exhibitor the agreed-upon booth space for the event, conditional on the Exhibitor's continued fulfillment of all terms and conditions.
- 4. RESERVATION.** Exhibitors must return the signed Agreement to the Organizers by, **December 3, 2018**. The Organizers reserve the right to refuse late or incomplete applications. The Organizers reserve the further right to refuse any application for any reason, including but not limited to Exhibitor's lack of relevance to the Organizers stated purpose.
- 5. CANCELLATION.** The Organizers shall not be liable in any way for any loss, damage, or injury resulting from the cancellation of the event, unless the cancellation or closure is caused by the willful act of the Organizers. The Organizers reserve the right to change the Event location at any time. If location is changed, reasonable prior written notice, by mail or email, will be provided to the Exhibitor. If this reasonable prior written notice is given, Exhibitor waives its right to all claims of loss, damage, injury, or expense arising out of location change.
- 6. BOOTH ASSIGNMENT.** The booths will be assigned on a first-come, first-served basis, but the Organizer reserves the right to assign the number of booths requested by the Exhibitor as it sees fit. The Exhibitor may request a certain position and neighbors in the Event space and the Organizers will make reasonable attempts to accommodate these requests, but the Organizers make no placement guarantees, and all booth assignment is at the sole authority of the Organizers. Exhibitors will be notified of booth assignments by the e-mail address of the Exhibit Manager as it appears on the Exhibitor Booth Space Agreement form. Exhibitors who have not received their booth assignments by **December 3, 2018** should call Native American Market Coordinator at 503-823-5319 or e-mail at [ana.brophy@portlandoregon.gov](mailto:ana.brophy@portlandoregon.gov)
- 7. BOOTH SPECIFICATIONS AND MATERIALS.** The Organizers will provide each Exhibitor with one 8x8-foot space with one 6x2-foot table and two chairs. Any other items needed, such as tablecloths, skirting, etc, needs to be provided by the Exhibitor. Electrical outlets are limited.
- 8. INSTALLATION AND REMOVAL.** Exhibitors may begin setting up their exhibits on **Thursday, December 6** at 8:00 AM. Set up must be complete by 10:00 AM. No booth materials will be accepted at the Portland City Hall North and South Atrium after 10:00 AM.
- 9. CONDITION OF SPACE.** Exhibitor understands that it has full responsibility for the Space it licenses from the Portland City Hall North and South Atrium. The Organizers are not liable for the condition of the Space, nor does it assume any responsibility for any of the Exhibitor's property or personnel that may enter the Space. Exhibitor agrees that use of the Space is at its sole risk and agrees to indemnify the Organizers and Portland City Hall for any damage or loss of any contents of the Space due to factors including but not limited to fire, theft, and flooding. Cleaning and maintenance of the Space is the sole responsibility of the Exhibitor during the Event Hours. The

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FAX to 503-823-5228 or mail to City of Portland, 1120 SW Fifth Avenue, Room 1000, Portland, OR 97204-1972

Exhibitor agrees to cause no damage to the Portland City Hall North and South Atrium through attempts to improve, stabilize, or decorate the Space, including but not limited to the use of nails, tacks, screws, and adhesives. Exhibitor agrees to be responsible for all reasonable costs to restore any damage to the Portland City Hall caused by the Exhibitor's personnel, employees, or contractors. The Exhibitor is responsible for any damages or expense if, due to neglect, the Exhibitor fails to vacate the Portland City Hall North and South Atrium by Thursday, **December 6, 2018** at 6:00 PM.

**10. USE OF SPACE.** The booth Space is reserved for the sole purpose of displaying and selling goods created/designed/manufactured by enrolled members from the Native American community. Exhibitor will use the Space only to exhibit materials or processes manufactured, licensed, distributed, or sold by the Exhibitor. Exhibitors will in no event distribute literature or conduct exhibitions and seminars outside City Hall or outside the Exhibitor's personally reserved Space within the Portland City Hall North and South Atrium.

**11. BADGES AND STAFFING.** All representatives and employees of the Exhibitor must visibly display the official NAHM Marketplace vendor's badge while in the Portland City Hall North and South Atrium and comply with all other Organizers security requirements. During Event Hours, the Space must always be staffed by an official badge-wearing member of the Exhibitor's party. The Exhibitor will be held responsible for the actions at the Event of all personnel wearing their badge.

**12. PROHIBITED CONDUCT.** The following practices are prohibited: 1. Distribution of any samples or literature outside Exhibitor's booth space; 2. Any practices that block the aisles of the Exhibit Hall, including demonstrations that attract a crowd beyond the limits of the booth; 3. Use of disruptively loud audio/visual equipment, machinery, or electronics; 4. Use of any product in demonstrations, including but not limited to audio and visuals, that is not the sole or licensed property of the Exhibitor; 5. Personnel in booth without official conference badge; 6. Entering a competitor's booth without permission; 7. Photographing or videotaping another Exhibitor's booth without permission; 8. Any practice or demonstration that disrupts another Exhibitor's booth or demonstration; 9. Demonstrations that create a fire, safety, or health hazard; 10. Demonstrations that fail to comply with any of the Organizer's rules including this Agreement; 11. Preparation or dispensing of alcoholic products such as wine, beer and liquor; popcorn; any food that creates odors or smoke; and any food product that is disruptive; 12. Use of live animals;

**13.** The Organizers and Exhibitors will not sell names of other Exhibitors to other organizations. The Organizers reserve the right to rearrange or remove any Exhibit that is in violation of these or any other terms, that proves disruptive, or that is found to be acting in an unlawful or unethical manner as determined at the sole discretion of the Organizers. If the Exhibitor is removed in this event, the Exhibitor agrees that it will not receive nor will it seek any refund or redress.

**14. INDEMNITY AND LIMITATION OF LIABILITY.** The Exhibitor agrees to hold and save the Organizers, Portland City Hall North and South Atrium, and all their respective employees and supervisors forever harmless and indemnified against and from (a) any penalty, damage, or charges including reasonable attorney's fees imposed by a court of competent jurisdiction for violation of any law or ordinance occasioned by the act or neglect of Exhibitor or the Exhibitor's employees, agents, and contractors, (b) any and all claims, loss, liability, judgment, cost, damage, or expense including all reasonable attorney's fees imposed by a court of competent jurisdiction arising out of or from any accident or other occurrence causing injury or death to any person, or damage to any property on or about the Exhibit Hall, occasioned by any act, omission, or negligence of Exhibitor, its employees, representatives, agents, and those persons attending the Event at the request of the Exhibitor, and (c) all claims, losses, liability, judgment, cost, damage, or expense including reasonable attorney's fees, arising out of or occasioned by any failure of Exhibitor in any respect to comply with and perform all the requirements and provisions of this Agreement.

**15. PHOTOGRAPHS.** Photographs taken by Organizers at the NAHM Marketplace may be used for an internal audience (e.g., City of Portland employees).

**16. CURRENCY.** It is the responsibility of the Exhibitor to determine how they will be paid for their goods. No phone lines will be available at the Portland City Hall North and South Atrium for the NAHM Marketplace. Exhibitors may accept cash, checks, or use wireless credit card technology if they so choose.

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