Columbia County Fair & Rodeo
PO Box 74
St. Helens, OR 97051

VENDOR AGREEMENT - Part I

This AGREEMENT made by and between the Columbia County Fair Board, hereinafter referred to as the FAIR BOARD, acting on behalf of Columbia County, a political subdivision of the State of Oregon, and (Business Name) , hereinafter referred to as the VENDOR.

VENDOR agrees to the following:

1) **GRANT**: The FAIR BOARD grants to the VENDOR the privilege of maintaining and operating a vending space at the Columbia County Fairgrounds during the Columbia County Fair beginning Wednesday, July 18, 2018 and ending Sunday, July 22, 2018. The Fair hours of operation will be as follows: Wednesday & Thursday 10:00 a.m. to 11:00 p.m., Friday & Saturday 10:00 a.m. to Midnight & Sunday from 10:00 a.m. - 5:00 p.m. VENDORS will be chosen in a manner in which the FAIR BOARD considers conducive to a successful event. The location of a VENDOR'S booth or stand will be determined by a designated representative of the FAIR BOARD.

2) **PURPOSE**: The location assigned shall be used by the VENDOR for the sale or display of only the items listed on the Vendor Agreement following approval from the Fair Office. Signage, other than attached to stand or booth, must be pre-approved by the FAIR BOARD prior to placement. The FAIR BOARD reserves the right to refuse any signs or products, including, but not necessarily limited to, signs or products that are oversized or that will create a hazard.

3) **BOOTH RENTAL FEES**: The booth rental fee is determined as follows: a) VENDOR shall pay an initial booth fee based on the size, location and type of the booth which will be calculated as shown in Part 2 of this Agreement; b) food Vendors and special attraction Vendors shall pay a 20% commission based on gross receipts after the deduction of the initial rental fee. Local non-profit organizations shall pay a 15% commission based on gross receipts. A special attraction Vendor is a vendor that offers activities for fair guest participation. Any commission due shall be paid immediately following the closing of the Fair on Sunday, July 23,2017.. Any VENDOR required to pay a commission shall use a cash register for all sales and provide a "Z" tape for each day's sales with the commission payment. VENDORS must supply their own cash register and shall follow the Cash Register Specifications and Procedures Sheet. To reserve a space for the Columbia County Fair, payment of the rental fee must be made in full by June 1st.

There will be a $35 processing fee added to the total amount due for any checks returned for "Non Sufficient Funds".

4) **DEFAULT**: A default shall occur if VENDOR fails to pay fees or provide Certificate of Insurance when due, or perform any other obligation required by the VENDOR in this contract. In the event of default, the FAIR BOARD shall be entitled to retain VENDOR'S deposit and any or all fees that have been paid by VENDOR as fixed, agreed, and liquidated damages, and not as a penalty; and to pursue any remedy available to the FAIR BOARD at law or in equity.

CANCELLATION REFUND POLICY
Exhibitors cancelling space once a deposit has been made will forfeit any amount paid. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY**

5) **FAIR PASSES**: The FAIR BOARD will issue a maximum of FIVE (5) vendor day fair passes & FIVE (5) vendor day parking passes for every VENDOR. Additional passes may be purchased through the Fair Office for the published rate of $7 for fair passes and $5 for parking. Passes shall be used by persons who are working the VENDOR'S booth. VENDOR shall not allow tickets to be used by any other person (s). VENDOR shall not transfer or sell any passes issued pursuant to this agreement.

6) By order of the State Fire Marshal and the Department of Human Services, smoking is prohibited in booths or inside buildings, or within ten (10) feet from any outside doorway or entryway

7) Food or beverages may not be given away without the Fair's written consent as such acts may conflict with concession right held by others. Exhibitors expecting to dispense free samples and gift items must obtain permission to do so before the Fair opens. Sales of ready-to-consume food or beverages (including

water) or vending machines from a commercial exhibit booth are prohibited.

8) Counterfeit Merchandise is illegal and is strictly forbidden. You are in violation if you knowingly intend to see or distribute unlicensed merchandise that has a counterfeit logo, graphic or brand name that is identical to or substantially indistinguishable from a registered trademark. The Columbia County Fair Board has procedures that will allow outside investigations and/or seizures concerning such merchandise. For further information on trademark counterfeiting, see Oregon Revised Statues (ORS) 647.135.

9) All Exhibitors are expected to conduct themselves in a professional manner and according to the rules governing exhibits. Exhibitors will refrain from mentioning their competitors or their products or services in a derogatory manner or in any other way disparaging another Exhibitor who is also participating in the Fair. Any unruly conduct, refusal to follow rules or use of foul language may be considered grounds for expulsion from the Fair. Such Exhibitors may not be invited to return to subsequent Fairs.

10) All Exhibitors will be required to keep their booths open all day and hours as indicated on the Vendor Agreement. Violators will be penalized or face expulsion. Covering the display or hauling stock out shall constitute early closure.

11**) U.P.S. Deliveries to Fairgrounds**: The Fair will not accept deliveries before move-in and will be denied. Freight deliveries must have payment, storage and unloading pre-arranged. UPS shipments will be accepted (NO C.O.D) but Columbia County Fair will not be responsible for loss, theft or damage after they are signed for. While every effort will be made to notify vendors about packages in a timely manner, the Fair assumes no responsibility for loss of business due to a late delivery.

12**) APPEARANCE:** Your booth, space and your employees must be neat and clean. The area around your space, including the back, must be kept neat and free of debris and litter. Nothing may stick out in front of your space into the public walkways.

13) **SPACE LIMITS:** Your booth and other properties ***must*** be completely inside the boundaries of your space. You may not solicit outside the limits of your space; this includes having sandwich board signs in front of your booth or in any walkway. You may not interfere with the foot traffic in front of your booth. You may not use a sound or loudspeaker system or present live music, unless approved by Fair management in advance.

14**) REFUND POLICY:** Cancellation of space or no-show, once payment has been made, will forfeit all payments. Refunds will also not be made if the vendor feels the fair did not meet their expectations**. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

15) **CLEAN-UP AND REFUSE**: We urge your cooperation in helping our clean-up crew with their difficult task of attempting to maintain the Fairgrounds during Fair in as pristine as conditions as possible for the benefit of all our Fair visitors. Trash and recycling containers will be emptied regularly, but please do not fill containers with large cartons, etc. No dumping of contaminated water (bleach water, grease water, grease or oil, old coffee, etc) in storm drains, port-a-potty's, dumpsters, garbage cans, asphalt, or grass. Please use the container provided for grease and the gray water tanks that will be located in the food booth area.

16) **SET-UP & TAKE-DOWN POLICIES**: VENDOR may begin initial set-up and construction of their concession stand or booth on Sunday prior to the opening day of Fair. All vendors are to be completely set-up and in place by 9:30am on Tuesday, opening day of Fair**.** All vendors must be open to the public all hours of Fair**.** VENDOR'S stand or booth must be manned at all times during the Fair's hours of operation, except as specified within this contract. No set-up or construction work on concessions is allowed when the Fair is open to the public. All crates, boxes and other debris must be removed prior to opening. All decorations must be flameproof or meet the State Fire Marshal's requirements. No material shall be attached in such a way as to allow possible damage or injury to persons or property. VENDORS are not allowed to remove their booths or stands during Fair hours. Soliciting or hawking the Fair goers or event customers outside the confines of the booth or stand will not be tolerated and those doing so will be asked to remove their booths or stands with no refund of fees. The FAIR BOARD requires that all VENDORS sort all waste into recycling, compost and non-recyclables in storage containers situated behind their vending space. VENDOR shall remove all concession stands and all personal property from the Fair Grounds no later than the termination date of this Agreement. Any items remaining as of July 23,2017, shall be deemed abandoned and may be disposed of by the Fair Board by any legal method.

17) **DELIVERIES DURING FAIR**: All deliveries must be made between 7:30am and 9:30am each day. All vehicles must be removed from the grounds by 9:30am each morning. VENDOR'S vehicles not removed from the grounds by the above specified times will be impounded and towed at owner's expense. This rule will be strictly enforced.

18) **INSURANCE**: VENDORS selling food products or providing a special attraction shall, at their own expense, at all times during the term of this agreement, maintain in force commercial general liability insurance including coverage for contractual liability, products and completed operations, and owner's and contractors protective insurance and comprehensive automobile liability including owned and non-owned automobiles. The liability coverage under each policy shall be a minimum of ***$2,000,000 per occurrence*** (combined single limit for bodily injury and property damage claims). Liability coverage shall be provided on an "occurrence basis". Claims made will not be accepted. Certificates of Insurance must be provided to and accepted by the FAIR BOARD thirty (30) days prior to the commencement of any services by VENDOR under this agreement, and shall be accompanied by an additional insured endorsement. The Certificate(s) of Insurance shall name Columbia County, the Columbia County Fair Board, their officers, agents, and employees as additional insured's under the policies. VENDOR shall immediately notify the Fair Board if any insurance required to be held under this Agreement is cancelled or otherwise is not in effect during the term of the Agreement.

19) **FOOD HANDLER'S CERTIFICATE**: VENDORS selling food products are required to have at least one person present with a valid Food Handler's Certificate at the booth at all times. For further information on health requirements, call the Columbia County Health Inspector at **(503) 366-3828**. The Fire Marshal requires that all food booths carry fire extinguishers. The extinguisher must be mounted five feet from the floor and near an exit. Fire extinguishers shall be checked and serviced annually and must be at least 2A-10BC type extinguishers. Electric extension cords must be adequate for the appliances using them and be three-prong UL approved on appliances requiring grounding. Do not use insulated staples to hang cords and do not have bare metal next to cords. Any CO2 bottles etc. must be secured. The Fire Marshal will inspect all VENDORS on site.

20) **INSPECTIONS:** Fair board has the right to solicit secret shoppers and conduct random audits of all vendors at any time including health codes and other Fair Board policies.

21) **INDEMNITY**: VENDOR agrees to defend, indemnify and save Columbia County, the FAIR BOARD, and their officers, agents, and employees, harmless from any and all loss, claims, actions, costs, expenses, judgments, subornation, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of, or incident to, the performance of this agreement by VENDOR (including, but not limited to, VENDOR'S employees, agents, and others designated by VENDOR to perform, work or services attendant to this agreement). VENDOR shall not be held responsible for any losses, expense, claims, subornation, actions, cost of judgments, or other damages, directly, solely, and proximately caused by negligence of FAIR BOARD or County employees.

22) **CAMPING DURING FAIR TIME**: Any VENDOR wishing to camp is required to pay camping fees thirty (30) days prior to the opening of Fair to the Fair Office. The camping area is a dry camp, with a limited number of spaces available. VENDORS are not allowed to camp or sleep in the booth or stand area during Fair time. This rule will be strictly enforced. ***No dogs are allowed on the fairgrounds or in the campground at any time.*** The Campground Superintendent has full authority over the camping area during Fair time.

23) **NON-ASSIGNMENT**: This privilege is personal to the VENDOR. It may not be assigned, sublet, or secured by attachment or execution or in any manner transferred to any other person, firm, or entity, either voluntarily or involuntarily or by operation of law or otherwise.

24) **RIGHT TO REVOKE**: The FAIR BOARD reserves the right to revoke this privilege at any time for any reason. In such case, the FAIR BOARD shall refund the unused portion of the prepaid fee to the VENDOR.

25) **RULES & REMEDIES**: The FAIR BOARD reserves the right to make reasonable rules for the use and occupancy of the Columbia County Fairgrounds and the facilities and/or personal property covered by this Agreement. VENDOR agrees for himself/herself and his/her agents, employees, guests and business invitees to abide by all the rules promptly upon notice thereof. Authorized representatives of the FAIR BOARD shall have the right but not responsibility to inspect VENDOR premises for the purpose of compliance with this Agreement. In case of violation of any term or condition of this Agreement or of any rules adopted by the FAIR BOARD, the FAIR BOARD may invoke any remedy provided by this Agreement, in addition to all other remedies provided by law.

26) **EXCLUSIVES/ RESTRICTIONS**: VENDOR agrees **NOT** to sell cotton candy, weapons, pop or potato guns, latex balloons, any drug- or tobacco-related product or anything with offensive language. VENDOR shall list all products/services to be sold on the contract for FAIR BOARD approval. The FAIR BOARD reserves the right to grant exclusive privileges for certain products. In such case, VENDOR may be prohibited from offering certain products, or required to offer a certain product exclusively, e.g., a certain brand of soft drinks.

27) **ATTORNEY FEES** Should the FAIR BOARD file suit or action against VENDOR on any cause arising in any way from this Agreement, VENDOR agrees to pay to the FAIR BOARD such reasonable sum as attorneys fees as the court, having jurisdiction of the cause, may determine is reasonable, in addition to cost and disbursements allowed to a prevailing party as a matter of law.

28) **TERM:** This Agreement shall terminate on Sunday, July 22, 2018.

I/WE HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS THIS DAY OF _____, 2018.

VENDOR(S): _____

By: _____

_____
(Print Name)

COLUMBIA COUNTY FAIR BOARD

By: _____

_____
(Print Name)

VENDOR AGREEMENT— Part 2

Columbia County Fair and Rodeo
PO Box 74
St. Helens, OR 97051

July 18-22, 2018

For office use only
Submission date: _____
Payment: _____
Insurance: _____ Cash Reg. _____
Fire M. _____
Other: _____

Business Name _____ **Contact Person** _____

Mailing Address _____

_____
City State Zip

Home Phone _____ **Cell Phone** _____

Fax _____ **E-mail** _____ **Website** _____

Complete Description of Product(s) or Service(s) even if given away at no charge. (Food vendors attach complete menu for approval) _____

_____

_____

Booth fees are listed below. **Food vendors & special attraction vendors (activities where customer participates) pay an additional 20% commission on gross receipts generated over the initial booth fee. (Local Non-Profit will be charged 15% commission).** Please indicate below the space you wish to reserve. Spaces include a 110v outlet and water. Power and water may not be available in your booth or directly behind it. It is advised that each vendor bring a minimum of (1) 14 gauge 50ft extension cord and hose. Water is provided at no additional charge. If you are requesting a space in the Pavilion or Agricultural Building, please indicate your 1st & 2nd choices based on the attached map. Preference is given to last year's vendors.

FOOD VENDORS ONLY
Outside location, Must provide own structure

10'X20' = $200.00 _____
15'X20' = $275.00 _____
20'X20' = $350.00 _____
25'X20' = $425.00 _____
30'X20' = $500.00 _____

Yes, I need 220amp Power = $50.00 _____
Additional 50 amp= $50.00_____

Pavilion Building
Must provide own structure

10' X 10' = $125 _____
10' X 15' = $175 **(corner space)**_____

NEW SPACE LAYOUT

List space number requested and other choices.
(see NEW Pavilion space layout map) _____

Non Food Vendors
Outside spaces, Must provide own structure

10' X 10' = $175 _____
20' X 10' = $250 _____
30' X 10' = $325 _____
20' X 20' = $400 _____

Will you be serving from a trailer? YES NO

If YES, please provide a sketch of your trailer, including the tongue and the side you will be selling/ serving from, in the box to the right.

Agricultural Building
Built-in structure– approx.

8' X 8' = $100 _____
8' X 8' = $100 _____
(corner, 2 serving sides)
8' X 16' = $200 _____
(corner, 3 serving sides)
List space number requested and other choices.
(see AG space layout map) _____