

2017 Commercial Vendors Manual

CLARK COUNTY FAIR August 4-13, 2017

TABLE OF CONTENTS

Definitions	2
Purpose and Scope	3
Conduct.....	3
License Agreements	3
Concession Hours of Operation	5
Sales Tax / UBI Number / Department of Revenue.....	5
Booth Limitations	5
Concession Space Set-up and Restocking	6
Decorator Services	6
Booth Operation Requirements	7
Giveaways / Drawings.....	7
Advertising Materials and Signs.....	8
Concession Ticket Window Hours & Fees.....	8
Booth Staffing	8
Deliveries and Storage	9
Vehicles / Traffic Procedures.....	10
RV Parking.....	11
Emergencies and Security.....	11
Liability / Insurance.....	11
Health District Requirements	13
Fire and Safety Requirements.....	13
Electrical	14
Miscellaneous	15

Other Attachments:

- A. Electrical Service Rental Order Form

Commercial Vendors Manual Definitions

As used in this agreement, the following terms shall have the respective meanings indicated:

- CCFA** Clark County Fair Association, a non-profit corporation which sets policy for and produces the annual Fair.
- Clark County Event Center at the Fairgrounds** Clark County Fairgrounds
- Concession** Food and/or beverage vendor, or any other vendor with rent paid all or in part as a percentage of sales.
- Concessionaire** Lessee, as referenced in the Concession Contract, their officers, agents, employees, volunteers and concession related invitees.
- County** Clark County, Washington, a political subdivision of the State of Washington, and shall include, without limitations, the various departments, employees, agents, elected officials, of the County, and any assignee or delegate to their various rights and powers.
- Fair** Annual Clark County Fair.
- Fairgrounds** Clark County Event Center at Fairgrounds (Clark County Fairgrounds)
- FSMG** Fairgrounds Site Management Group, a non-profit corporation contracted with Clark County to manage the Clark County Event Center (i.e. Fairgrounds).
- Fair Management** The FSMG Fair Manager, Executive Director or other appointed representative and/or authorized delegate.

PURPOSE AND SCOPE

The purpose of this Commercial Vendors' Manual is to provide clear understanding of the rules, policies and procedures in regards to vendor operations during the annual Clark County Fair.

Every Vendor is required to know and abide by these rules and regulations. Every Vendor is responsible for assuring that all Vendor members know and abide by these rules and regulations. Additional copies of this manual are available upon request from the Administration Office.

FSMG and Fair Management reserve the right to amend, add to and interpret the following rules and regulations and to determine finally all questions and differences with respect to them arising out of, connected with or incident to the Fair.

The Management agreement with Clark County requires that all contracts for use of the Fairgrounds be written between the Vendor and FSMG. Clark County Fair Association sets policy for and produces the Fair.

CONDUCT

ASSIGNED SPACE: Vendor shall operate strictly within the limits of their assigned space, not in the aisles or roadways. Vendor shall ensure that all officers, agents, employees and concession-related invitees are clean, orderly and polite in their conduct and speech and that the assigned space is kept clean with no accumulation of trash, paper or other combustible material.

TERMINATION: Vendor to maintain exemplary business practices at all times. For consumer protection, FSMG reserves the right to terminate this Agreement at any time for reasons of perceived or realized impropriety or in FSMG's sole opinion dubious business practices by Vendor.

FSMG retains the right to enforce any or all provisions of this Agreement, including possible termination of the Agreement if Vendor breaches the terms of the Agreement.

LICENSE AGREEMENTS (CONTRACTS)

CONTRACTS: Every Vendor must have a written and signed contract with Fairgrounds Site Management Group authorizing the Vendor's activities. FSMG reserves the right to cancel all contracts of any kind should an Act of Providence such as war, riot, fire, flood, storm or pestilence prevent the holding of the Fair in whole or part. Any and all county, state or federal licenses, inspections or permits required for the installation or operation of Vendor booth shall be obtained by Vendor, at its expense, prior to noon on Thursday, August 3, 2017.

ANNUAL PARTICIPATION: Contracts are issued on an annual basis and do not indicate participation in any future Fairs or events sponsored either in whole or part by the FSMG or CCFA. Contracts, spaces and related privileges are not transferable.

CANCELLATION OF CONTRACT: If this contract is canceled by Vendor for any reason, rental paid to FSMG by Vendor shall be forfeited as follows:

1. **If written cancellation is received by FSMG prior to June 1, 2017**, FSMG shall retain twenty-five percent (25%) of the total revenue due to FSMG.
2. **If written cancellation is received by FSMG on or after June 1, 2017**, the entire rental due (including any unpaid rent) shall be retained by FSMG.
3. Failure to comply with the terms of this Vendor Contract shall be deemed to be a cancellation by the Vendor. This includes but is not limited to; no further response, mailings returned as undeliverable, no forwarding address and inability or failure to make or complete payments.

The forfeited funds constitute liquidated damages for the direct and indirect costs incurred by FSMG in organizing, setting up and providing a booth for Vendor and expenses caused by Vendor's withdrawal, including re-letting the space. Vendor agrees FSMG's actual loss and damages for Vendor's default may be difficult to ascertain, that FSMG's collection and retention of this sum represents a reasonable estimation of its actual loss and that this provision does not constitute a penalty.

DELAY OR CANCELLATION OF FAIR: Neither FSMG nor CCFA shall be liable for any damage or expense incurred by Vendor in the event the Fair is delayed, interrupted or canceled. If the Fair is canceled for any reason, FSMG may retain as much of the rental paid by Vendor as is necessary to cover expenses incurred by FSMG.

INDEMNIFICATION: Vendor shall indemnify and hold harmless Clark County, FSMG and CCFA, their directors, officers, volunteers, employees, agents and assignors from and against any and all claims, damages, losses and expenses including but not limited to personal injury, property damage and attorney fees arising out of or resulting from the activities of Vendor, or its employees, agents and guests. Refer to Section #4 Liability/Insurance.

SECURITY FOR RENTAL: Vendor hereby grants to FSMG a security interest in all of Vendor's merchandise and exhibit materials, including, but not limited to, raw materials, work in process, materials to be used or consumed in Vendor's exhibit, inventory, equipment and the products and proceeds thereof, to secure payment and performance of any and all of Vendor's obligations specified herein. In addition to all other remedies, FSMG shall have the right to take possession of said property without notice or demand and without legal proceedings in the event of Vendor's default under this Contract. FSMG shall not be responsible for the deterioration or spoilage of any such property. FSMG shall have the right to dispose of the security in a commercially-reasonable manner. Any sale proceeds shall be retained by FSMG and applied to costs of repossession and/or foreclosure including attorney fees, storing and selling the property, and the unpaid rental due from Vendor for the entire Fair. Any excess proceeds shall be disbursed to Vendor.

ATTORNEY FEES: If any action is brought to enforce the terms of this Contract, the prevailing party shall be entitled to attorney fees from the losing party in an amount as may be adjudged reasonable by the court, including an appeal.

VENUE: Any action brought to enforce this Contract shall be filed in Clark County, Washington.

GOVERNING LAW: This Contract shall be governed by and construed in accordance with Washington State Law.

ASSIGNMENT: FSMG may sell, assign or transfer any or all of its rights, benefits, privileges, obligations or duties under this Contract without prior notification to Vendor. Vendor may not sell or sublet their assigned space under the terms of this agreement with FSMG.

DAMAGES: Vendor agrees to return said premises and the area to which it has access in the same condition as the premises were before the use of the same was permitted. Ordinary wear and tear, damage by the elements, acts of nature or casualties beyond the control of the Vendor is an exception to this rule. The Vendor agrees to pay the costs of repair and replacement for any and all damages of whatever origin or nature, which may have occurred during the term of this agreement, by the Vendor for restoring the premises to a condition equal to that which existed at the time the participant took possession.

UNAUTHORIZED PRODUCTS: If a Vendor substitutes or adds any food items, prizes, giveaways, products or services that have not been approved by FSMG and/or deletes any such items approved by FSMG, it is a material breach of the contract and FSMG may terminate the contract immediately upon notice to Vendor of the violation. Items must be removed immediately. The Vendor may not be granted future contracts by FSMG.

****No selling or giving away of water is allowed****

The demonstration and/or sale of the following products during the Fair are strictly prohibited: firearms, weapons (including pocket or hunting knives), guns (either toy or real), blow guns, blow-gun darts, explosives, alcoholic beverages, drug paraphernalia, the sale of any items that promote or glorify drug use, candy or toy cigarettes, combustibles, laser pointers, spud (potato) guns, adhesive-backed stickers, stink bombs and any other items which the CCFA deems to be dangerous, obscene or highly offensive.

The following statute will apply to all exhibitors at the Fair:

RCW 9.41.250 Dangerous weapons

Every person who:

- (1) Manufactures, sells or disposes of or possesses any instrument or weapon of the kind usually known as sling shot, sand club, metal knuckles, spring blade knife, any knife the blade of which is automatically released by a spring mechanism or other mechanical device, any knife having a**

blade which opens or falls or is ejected into position by the force of gravity, by an outward, downward or centrifugal thrust or movement;

- (2) Furtively carries with intent to conceal any dagger, dirk, pistol or other dangerous weapon; or**
- (3) Uses any contrivance or device for suppressing the noise of any firearm, is guilty of a gross misdemeanor punishable under chapter 9A.20 RCW.**

SUPPLIER OR SPONSOR PRODUCTS: Space, products and signage is limited to the name of Vendor and the primary products as established on the contract. Suppliers or sponsor company products or names cannot be used without advance approval by CCFA (example: Pepsi, Maytag, etc.)

UNLAWFUL BUSINESS PRACTICES: FSMG will use every precaution to guard against unlawful business practices in any form. A violation of this rule will cause the forfeiture of all contract money paid or expulsion from the grounds or both, as FSMG may direct.

SOLICITATIONS AND ADVERTISING: The Clark County Event Center at the Fairgrounds (Fairgrounds) is property of Clark County. Soliciting by Vendors is positively prohibited, except as authorized in advance in a written contract. **All solicitation for sales, charitable contributions or other purposes must be made from within the confines of an assigned booth or display area.**

No Vendor shall distribute advertising matter, handbills, fliers, tokens or other material on the Fairgrounds except from an assigned booth or display space. The tacking or positioning of any advertisement, bill, sign, banner or printed matter other than within the assigned space is strictly prohibited. No Vendor shall solicit or distribute such material in aisles or while roving the grounds. Anyone violating this rule is subject to removal from the grounds.

PAYMENT: Payment due for booth fees, insurance, tickets, etc. made after July 1, 2016 will be accepted in the form of cash, cashier or bank check, money order, credit card (Visa, MasterCard or Discover) only.

No checks will be accepted after July 1, 2017.

WASHINGTON STATE DEPARTMENT OF REVENUE - All Vendors must have an open tax registration number with the Washington Department of Revenue. Vendors are required to provide their **UBI** number to the FSMG as part of their contractual agreement. Temporary permits are available free of charge. For further information contact:

Washington Department of Revenue (800) 647-7706

The sales tax rate for transactions at the Clark County Fairgrounds is **.084 (8.4%)**.

CONCESSION HOURS OF OPERATION

PUBLIC HOURS - ALL VENDORS: Following are the required hours of operation during which booth spaces must be manned and open to the public:

Friday, August 4	8:00 a.m. to 11:00 p.m.
Saturday, August 5	10:00 a.m. to 11:00 p.m.
Sun-Thurs, August 6-10	10:00 a.m. to 10:00 p.m.
Fri-Sat, August 11-12	10:00 a.m. to 11:00 p.m.
Sunday, August 13	10:00 a.m. to 10:00 p.m.

EVENING BUILDING CLOSURES: Indoor Vendors should remain in booth space until the public is cleared from the building. For security reasons, vendors must leave the building within 20 minutes after the specified operating time each night.

BOOTH LIMITATIONS, SET-UP & RESTOCKING

The booth is to be used solely by the Vendor and no portion shall be sublet or assigned without prior written permission by FSMG. Vendor recognizes that it is a tenant of the booth and thus should Vendor not enter into a lease with the FSMG for subsequent Fairs, Vendor shall not assign or in any way transfer the booth, but rather acknowledges that any other booth tenant must negotiate directly with FSMG.

OUTSIDE SPACES: Space sizes are outlined on each individual contract. (Also refer to Section 13 - Advertising Materials and Signs). **Tents and Canopies are not included in the outdoor spaces and are the responsibility of the vendor to supply and must be flame retardant. Plastic tarps are not acceptable backwall. Outdoor tents must be sufficiently weighted to withstand high wind gusts.** One (1) power outlet is included per 10' x 10' space. Additional electrical can be ordered directly through Hollywood Lights through the form included in this packet. Please fax directly to Hollywood Lights with payment information. **We will not handle payments for electrical services.**

COMMERCIAL BUILDING SPACES: Spaces in all buildings are draped with eight foot (8') high back walls and three foot (3') high side walls of fire retarding drapery fabric (drapery colors are at the discretion of the Fair Management) and include one (1) 5-amp outlet per booth. Additional electrical can be ordered directly through Hollywood Lights through the form included in this packet. Please fax directly to Hollywood Lights with payment information. **We will not process payments for electrical services.**

**** We do not have restrictions on height of sidewalls other than they must not exceed 8' high. Vendors are required to finish the back portion of the display side walls that extend higher than the 3' high wall drapery provided.** Building support structures limit the true size of spaces in some of the buildings, but most single booth spaces in the Exhibition Hall and Commercial buildings are slightly less than ten foot by ten foot (10x10) in true size.

DECORATOR SERVICES - The Clark County Fair has retained the services of **Tradeshow Supply House** to handle all its decorating needs during the Fair including tables, chairs, booth carpet and forklift services. Please feel free to contact them at (360) 624-4498.

SET UP & RESTOCKING: Prior to Fair, Vendors may commence installation of exhibits **Monday, July 31, 2017. Buildings and grounds are open from 8 am to 5 pm Monday, July 31st to Wednesday, August 2, 2017. On Thursday, August 3rd, the buildings and grounds will be open until 11 pm.** Vendors with outside space who want to set-up prior to July 31st must have Fair Management approval prior to setting up.

RESTOCKING Opening Day August 4: 6:00 am-7:30 am
RESTOCKING Remainder of Fair: 7:00 am-9:30 am (Outdoor Booths)
8:00 am-9:30 pm (Exhibit Hall & South Halls)
All Vehicles must be off the grounds 30 minutes prior to fair opening.

SET UP COMPLETION: Set up must be completed no later than 8 am on Friday, August 4, 2017, the opening day of the Fair. If a Vendor is not completely open for business by 8 am on Friday, August 4, 2017, the Vendor will be in breach of the contract and may be subject to immediate cancellation of all rights and forfeiture of all monies paid, at the sole discretion of the Fair Management. Fair Management will not, under any circumstances, permit a Vendor to work on the installation of their concession during the hours the Fair is open to the public.

Unless agreed to in writing with FSMG, Vendor shall forfeit the booth and all paid rentals and shall pay any rent balance owing to FSMG, for failure to occupy the booth or to have its exhibit completed by the opening of the Fair at 8 am on Friday, August 4, 2017. Vendor agrees FSMG's actual loss and damage for Vendor's default may be difficult to ascertain, that FSMG's collection and retention of this sum represents a reasonable estimation of its actual loss and that this provision does not constitute a penalty.

CHILD SAFETY: Because of the potentially hazardous conditions during set up and tear down, CCFA recommends that Vendors not allow children under the age of 12 to accompany them during these times.

EXPENSES AND SET UP: Vendors are responsible for all their own expenses incurred in connection with decoration, equipment or occupancy of the assigned space, with the exception of electrical power provided with the booth or as stated in the contract. The Vendor is also responsible for any expenses incurred for service people hired in

connection with the concession. Any special arrangements for cleaning or services must be made with Fair Management. Vendors may use the dumpsters on the grounds or call the Fairgrounds Office for dumpsters if needed.

LAST DAY OF FAIR RELEASE: All Vendor materials must remain in place the entire length of the Fair. NO VENDOR IS PERMITTED TO REMOVE THEIR DISPLAY PRIOR TO 10 pm ON SUNDAY, AUGUST 13, 2017. **Vendors will be allowed to remove items from their allotted space(s) after all pedestrian traffic is reduced to a safe number.** Dismantling and removal of exhibits may also begin at 8 am Monday, August 14, 2017. All Vendor materials must be removed by Noon, Monday August 14, 2017.

BOOTH OPERATION REQUIREMENTS

FSMG reserves the right to restrict or remove a Vendor and its exhibit from the Fairgrounds without refund if any representations made by a Vendor in this manual and agreement are false or if a Vendor's exhibit is deemed, by CCFA, unsuitable or objectionable. This restriction applies to, but is not limited to, noise (i.e.: public address systems), objectionable conduct, distribution and/or display of offensive matter.

Any Vendor drawing a large crowd of people must insure that the crowd does not block aisles and prevent the normal flow of traffic.

USE OF CLARK COUNTY FAIR ARTWORK/LOGO: Original artwork and/or logo designs created for the Clark County Fair are developed for use in advertising and promotions of the annual Fair. Use of the Fair's logo, annual theme or thumbed artwork produced by the Fair's Marketing Department must be approved in writing by Fair Management. Use of the artwork without prior approval will result in a licensing fee assessment payable to FSMG.

REFUNDS AND SALES AGREEMENTS: Vendor must post its policy regarding refunds on merchandise within the assigned booth space so that it is visible to patrons. Additional refund information, which may include a telephone number and address for patrons to contact, must be available upon request.

SOUND DEVICES: No sound device (record players, tape recorders, etc.) shall be allowed unless they are an integral part of the items on sale or display. Vendors desiring to use public address systems or other sound making devices must obtain advance written approval by Fair Management. Applications to use Public Address Systems or other noise making devices must be submitted to the Fairgrounds Office at least 14 days before opening day. An application form is provided in the back of this manual. Approval may be revoked at any time if the noise level is objectionable in the judgment of Fair Management.

Volume of any sound device or vocal pitch sales must not interfere with the activities and sales of other Vendors. The calling of people from the aisles or from other booths is strictly prohibited.

DEMONSTRATION PRODUCTS: Any work performed or demonstration of products that produce dust or spraying of materials must be shielded behind a heavy plastic or glass enclosure to prevent dust or other materials from being distributed on other concessions or persons.

SIGNAGE LIMITATIONS: Vendors shall not erect signs or display products obstructing the view of, causing potential injury to, or disadvantageously affecting the display of other Concessionaires or Vendors. Vendor shall not affix to surfaces of the Facility any advertisements, signs, etc. nor shall they use any scotch tape, masking tape or any other adhesive-type material on any portion of the facility. **(This includes Duct Tape on the floors)**

FREE DRAWINGS: Free drawings must be approved in advance by Fair Management. Applications to conduct drawings must be submitted to the Administration Office at least 14 days before opening day. An application is provided at the back of this manual.

Free drawings must be conducted within assigned space. In addition to any conditions imposed by Fair Management, free drawings must comply with the following:

1. Patron's ticket stubs must have printed thereon the name, address and phone number of the Vendor conducting the drawing and a list of prizes indicating the value of each (attach sample to application).
2. All patrons are eligible to participate in the drawing. Employees and their families of the Vendor are NOT eligible to participate in the drawing.
3. No purchase may be required to receive a prize.
4. All drawings must be completed by 5 pm on the last day of the Fair.
5. Fair Management must receive the name, address and telephone number of all winners and a description of their prizes within one week after the Fair.

6. Prizes may not be exclusively discounts on the purchase of particular products or services.
7. All drawings must comply with all applicable laws, including but not limited to, Chapter 9.46 RCW.

GIVEAWAYS: Giveaways and giveaway items (pens, key chains, pencils, balloons, etc.) must be approved in advance by Fair Management. Applications to conduct giveaways must be submitted to the Administration Office at least 14 days before opening day. An application form is provided in the back of this manual.

HELIUM BALLOONS AND STICKY BACKED GIVEWAY ITEMS ARE STRICTLY PROHIBITED.

VENDOR SHALL NOT ENGAGE IN ANY RAFFLE, CHANCE DRAWING, LOTTERY OR OTHER GAME OF CHANCE WITHOUT PRIOR CONSENT OF CCFA AND IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING APPROVAL OF THE WASHINGTON STATE GAMBLING COMMISSION.

ADVERTISING MATERIALS AND SIGNS

The aisles, passageways and overhead space remain under the control of the CCFA and no signs, decorations, banners, advertising or exhibits will be permitted in those areas, except upon prior written permission of Fair Management.

Signs may not extend into the aisles and must be confined to the booth area. Distribution of brochures or promotional materials may be handed out from the assigned space only.

SIGNS ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Signs may not exceed a height of 36" above the top of the booth unless approved in writing by Fair Management. Signs must be single-sided only.
2. Width of sign may not exceed the width of the booth.
3. Fair Management may demand and effect the removal of any advertising matter, which in its discretion, it considers objectionable.

HANDMADE SIGNS: All vendor signs must be of professional quality as determined by Fair Management.

PRICE SIGNS: Price signs must be legible and visible to all Fairgoers.

BOOTH STAFFING

STAFFING YOUR BOOTH: During the official open hours of each day of the Fair, all booth spaces must be open to the public and supervised by a competent attendant at all times. No one is allowed to stay overnight in a booth. Vendors are required to exit the Fairgrounds by midnight. If any Vendor fails or refuses to abide by these rules, FSMG reserves the right to terminate the contract and to take possession of the exhibit. In the event of a breach of contract, FSMG will not return advance payments to the Vendor and may seek other remedies.

In addition to the other actions described above, Vendors who do not follow these staffing guidelines may not be invited to participate in the 2018 Fair.

CONCESSIONS TICKET OFFICE INFORMATION: The Concessions Ticket Office will be open on the following dates and times for your convenience for procuring admission and parking passes:

July 5 – July 28, 2017	Mondays	9:00am-5:00pm
	Tuesday-Friday	10:00am-2:00pm
July 31- August 2		9:00am-7:00pm
August 3		9:00am-9:00pm
August 4		8:00am-7:00pm (opening day)
August 5-13, 2017		9:00am-7:00pm (duration of fair)

WILL-CALL PROCEDURES: The Concessions Office does not maintain an admission pass "will-call" service for the general public. However, the South Public Entrance (**ORANGE Gate**) will allow Vendors to leave "will call" passes. To use this service, Vendors must leave passes in a sealed #10 envelope at Orange Gate; with the following information listed on the outside of the envelope:

1. Booth space and name (as listed on contract)
2. Space number/location
3. Employee's name
4. Date of use

Any envelopes left at the end of the day will be returned to the Concessions Office.

Handing off passes at the Loading Dock is not permitted!

GATE ADMISSION/PARKING FEES:

1. CCFA will provide to Vendor, at no charge, **(3) Season Admission passes and (3) Season Parking passes** per booth space. 1 Season Admission pass and 1 Season Parking pass can be exchanged for 10 daily admission/parking tickets each. Additional daily or season passes can be purchased at the rates below for up to 30 additional admission and 30 additional parking or (3) Season Admission and (3) Season Parking. Pass requests that exceed these amounts may be purchased at the regular admission and parking prices.
Any exchanging of season passes for daily passes must be completed by June 1st, 2017. NO EXCEPTIONS!!!

Daily Admission Pass: \$5.50 ea.
Daily Parking Pass: \$5 ea.
Season Admission: \$55
Season Parking: \$50

Regular admission is: **\$11.25 for 13 yrs – 61 yrs**
\$8.25 for 7 yrs – 12 yrs
\$9.25 for 62 yrs and over
FREE for children 6 yrs and younger

Parking: **\$6**

2. **Any attempt on the part of the Vendor to sell, exchange, barter or gift any privilege of admission or parking passes issued by the CCFA will be sufficient cause for cancellation of the contract and removal from the property. All passes allotted are specifically for the use of Vendor staff only.**
3. **Vendor passes are only available at the Concessions Ticket Office and will NOT be mailed.**
4. Vendor/manager is responsible for obtaining or purchasing admission/parking passes for their employees. Individual employees will not be allowed to purchase passes from the Concession Ticket Office.
5. Lost or stolen passes will not be replaced under any circumstances.
6. Purchase of additional passes after June 30, 2017 will not be accepted by check. After June 30, 2017 payments will only be accepted in the form of cash, cashier or bank check, money order or approved credit card (VISA, MasterCard or Discover (American Express is not accepted)).

DELIVERIES & STORAGE

DELIVERIES: Management is not responsible for lost or stolen packages. All deliveries will be accepted at the FSMG designated receiving facility located on the north side of the Exhibition Hall.

1. **PRE-FAIR** (July 31 – August 3, 2017): When shipping products to the Clark County Event Center at the Fairgrounds, it is Vendor's responsibility to instruct the cartage company to hold delivery until specific move-in days for your space and to provide sufficient labor and, if necessary, a forklift to unload and move goods to

the appropriate location (see forklift services #17-L). If goods must be signed for, Vendor must have a representative present when delivery is made.

2. **DURING FAIR:** All deliveries on grounds must be prior to 9 am daily (7:30 am opening day). After that time, deliveries may be made to the loading dock of the Exhibition Hall and **MUST include vendor's booth name and booth number**. Vendors are responsible for the unloading and transportation of any items delivered. Items delivered must be transported to vendor's booth within eight (8) hours of delivery. If a forklift is required, this service must be ordered and paid for through the decorating company at their prevailing equipment and labor rates.
3. **C.O.D. FREIGHT:** Vendors receiving COD packages must make arrangement with FSMG offices prior to delivery if they are unable to be present. FSMG cannot accept COD shipments and is not responsible for payment or collection from vendor in regards to packages.

STORAGE AFTER FAIR: Storage of materials is generally not available on the Fairgrounds after the Fair. If Fair Management determines that space will be made available for this purpose, an interim storage agreement must be signed and an appropriate fee paid.

VEHICLES, PARKING & TRAFFIC PROCEDURES

GENERAL PARKING: Parking for Vendors and their employees is available in the Clark County Event Center at the Fairgrounds parking areas, there is no designated vendor lot. Vendors and/or employees may enter the designated "Service Entrance" areas during the restocking hours only to restock their exhibits. Unauthorized vehicles parking in this area after restocking hours are over (9:30 am (7:30 am opening day)) and/or vehicles not displaying the proper parking pass will be towed.

SERVICE/STOCK VEHICLES: Vendors with stock/service vehicles will be allowed through designated service entrance starting at 7 am through 9:30 am each day (except opening day until 7:30 am) **ALL VEHICLES MUST BE OFF THE FAIRGROUNDS 30 MINUTES PRIOR TO THE OPENING OF THE FAIR. Please note the Exhibition Hall and South Hall 2 buildings will not be open until 9 am during fair.** Vendors with stock/service vehicles will also be allowed through the designated service entrance each night once Fair management deems it safe for vehicular traffic to be on the grounds (approximately one (1) hour after the close of Fair). Parking passes must be displayed on dashboard with pass number visible at all times so the vehicle can be identified and owner located. Do not park in front of doorways or block vehicle traffic and fire lanes. Violators will be towed at their own expense, held liable for any obstruction and risk loss of future Fair participation.

ON GROUNDS TRAFFIC: To keep move-in and set-up as safe as possible, the following procedures will be adhered to at all times throughout the annual Fair:

1. Vehicles may enter the Fairgrounds during the initial set up, prior to 7:30 am during the first day of the Fair and prior to 9:30 am for the remaining days of the Fair. A one-way traffic system has been established to help keep the flow of traffic smooth and timely. All vehicles will be asked to follow this pattern. Designated personnel will be on hand to direct the flow of traffic and insure one-way traffic system is adhered to.
2. Limit the vehicle time on the grounds so that other exhibitors and Vendors working on setting up will not be inconvenienced.
3. The use of hand trucks during the open hours of the Fair is an approved method to re-supply your booth.
4. CCFA may designate a Vendor to use an alternative gate if CCFA deems necessary.
5. Only those suppliers that are registered in the CCFA office may use tow vehicles, ATV's, service carts, golf carts, motorized carriers or similar vehicles on the Fairgrounds during the run of the Fair.
6. During set up and tear down times, all golf carts/ATV's will be required to adhere to the one-way traffic patterns indicated on the set up map and tear down map.
7. Violations of these rules will result in one and/or all of the following:
 - a. Revocation of the permit
 - b. Potential fine (amount to be determined by CCFA)
 - c. Removal of booth and cancellation of contract
8. **ANY VEHICLE BLOCKING FIRE LANES, DOORS OR OTHER VEHICLES WILL BE TOWED AT THE OWNERS EXPENSE.**
9. After unloading, all vehicles must be moved to the parking lots.

END OF FAIR MOVE OUT: During the final evening of the Fair, vehicles will not be allowed inside the entrance gates to the Fairgrounds until it has been determined safe to do so by staff. **The Exhibition Hall loading dock can be**

accessed at 10 pm through purple gate. All outdoor commercial booths and booths located in South Hall 2 & 3 will not be able to access the grounds until 10:45 pm-11:00 pm to allow for pedestrian traffic to clear. A one-way traffic pattern will be enforced. This is the most confusing time of the Fair and presents the most danger to the public. You may wait until the following day to clean up your booth area. Security will be on grounds Monday following Fair from 8 am-4 pm, however, Clark County, FSMG and CCFA will NOT be held liable for any valuables left in or around your booth

TOW VEHICLES, ATV's, SERVICE CARTS, GOLF CARTS AND CARRIER REQUIREMENTS: A permit is required for use of tow vehicles, ATV's, service carts, golf carts, motorized carriers or similar vehicles on the Fairgrounds. A permit may be obtained at the Administration Office upon submission of the following:

1. Photocopy of drivers licenses of all persons operating the vehicle.
2. Proof of liability insurance coverage, in a form acceptable to the Fairgrounds Site Management Group Insurance carrier, with limits of liability not less than \$1,000,000.00 combined limit/bodily injury and property damage. A copy of the insurance certificate listing the vehicle will be required listing Clark County, Clark County Fair Association and Fairgrounds Site Management Group as additional insured.
3. Proper identification must be placed on the vehicle listing the company or organization operating the vehicle including all authorized operators.
4. Permit may be revoked and vehicle removed from the Fairgrounds should Fair Management conclude that the vehicle has been used improperly (i.e., excessive speed, unlicensed or unauthorized driver, reckless driving, unwanted use through crowds, etc.)

RV PARKING: A limited number of RV spaces with electrical and water hookups are available. RV spaces are allocated on a first-come, first-serve basis and located in designated lots only. The fees for RV parking are as follows:

No hook-ups	\$ 22.00 per night*
Hook-ups	\$ 28.00 per night*

***Above rates are subject to change. Please contact the Administration Office at 360-397-6180 to confirm.**

IMPORTANT: RV spaces in the designated lots are restricted to one (1) RV or trailer and one (1) other vehicle (example: commuter vehicle, small utility trailer) ONLY. Additional vehicles or supply trailers must park in designated parking areas.

SKATEBOARDS, ETC: No skateboards, roller skates, roller blades, bicycles, scooters, motorcycles or similar recreational vehicles are allowed on the grounds. Golf carts and other motorized transportation may be authorized under Section #6-A Vehicles.

EMERGENCIES AND SECURITY

EMERGENCY OR INCIDENT REPORTING PROCEDURES: Clark County Fair is confronted with various emergency situations and hazardous conditions during the annual event. Fair Management needs to be immediately informed of accidents and incidents that occur during the Fair. A report form in the Administration Office must be filled out by a Vendor that observes any of the following: injury or accident to a person or property, verbal threats, violence, theft, fire or hazardous condition of any kind. The Fairgrounds has an emergency and security network. Vendors should acquaint themselves with the location of fire extinguishers, first aid and the sheriff's on-site office. Good judgment is essential in any emergency. Remember that all incident reports must be filed with the Administration Office.

BUILDING AND GROUNDS SECURITY: Buildings will be secured at closing times and locked within thirty (30) minutes after closing. There will be no admittance after this time. **Buildings will be open at 9 am daily for restocking. Only Vendors are admitted into the building in which their space is located before 10 am.**

While the CCFA provides 24-hour security, Clark County, FSMG and the CCFA assume NO responsibility for material left in the booths. If you have anything in your display that could be carried away, it is suggested you take it with you when you leave each night.

LIABILITY / INSURANCE:

INSURANCE: Vendor shall, at its sole cost and expense, maintain the following insurance during the period in which it participates in The Clark County Fair at the Clark County Event Center, including travel and move-in and move-out days:

- a) General Liability insurance with bodily injury and property damage coverage of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate.
- b) Automobile liability insurance with bodily injury and property damage coverage of not less than \$1,000,000 for each accident.
- c) Worker’s Compensation Insurance providing coverage for Washington statutory requirements of not less than \$500,000 for each occurrence.
- d) Additional Insured: The insurance required by this Agreement shall name FSMG, Clark County and the members, officers, directors, agents and employees of each entity as ADDITIONAL INSURED.

Vendor warrants that by signing this Agreement, it has complied specifically with the insurance requirements of this Agreement. The parties agree that the specified coverage of limits of insurance in no way limits the liability of the Vendor.

e) INDEMNIFICATION: Vendor agrees to indemnify and hold harmless FSMG, The Clark County Fair and Clark County, including its principles, agents, officers, employees (collectively referred to herein as “FSMG”) and FSMG’s contractors and invitees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Vendor, including principles, agents officers, employees, invitees or contractors which occur in or around the Event Center. Vendor agrees to use and occupy the Vendor booth space at Vendor’s own risk, and hereby releases FSMG and FSMG’s contractors and invitees from all claims for any damage, loss or injury to persons, property or profits occurring in or about the Event Center, including, but not limited to damages, loss or injury to persons, property or profits resulting from the acts of other Vendors, theft, vandalism, fire and other casualty events or damage. Such indemnification by Vendor shall apply unless such damage or injury results from the sole negligence or willful misconduct of FSMG.

No Selling or Giving away water allowed

Vendor acknowledges that FSMG provides special events liability insurance as **a service for \$125 per booth.**

Please carefully read the following information:

Some restrictions and exclusions apply.

FSMG Agent for Liability Insurance
AMERICAN SPECIALTY INSURANCE
Kelly Creviston
Phone 801-733-8500

Right To Purchase Additional Insurance:

Vendor must purchase additional insurance coverage through his or her own agent or through FSMG’s Carrier. If the Vendor chooses to purchase additional coverage they should list as the **additional insured** the **Clark County Fair Association, Clark County, Fairgrounds Site Management Group, their officers, directors, agents, employees, assignors and volunteers**, but only insofar as the operations under this contract are concerned. The policy should also include the following:

- 1. EVENT DATES – The dates of inception and expiration of the insurance;
- 2. COVERAGE – The amount of commercial general liability (and automobile liability, if applicable) coverage of not less than \$1,000,000.00 per occurrence.
- 3. CERTIFICATE HOLDER – is to be written as :

**Clark County Fair Association, Fairgrounds Site Management Group and Clark County
17402 NE Delfel Rd.
Ridgefield, WA 98642**

General Conditions:

1. Vendor is responsible for the booth and shall not injure, mar or deface the booth or any part of the facility.
2. Vendor shall not install or permit installation of any pins, nails, hooks, tacks or screws in any part of the facility, including the booths.
3. Vendor shall not bring onto the Facility any material, substance, equipment or object which, in the judgment of the CCFA is likely to endanger the life of, or to cause bodily injury to any person on the premises or which is likely to constitute a hazard to property. CCFA shall have the right to refuse to allow such material, substance, equipment or object to be brought onto the Facility and the further right to require its immediate removal.
4. Vendor agrees to reimburse FSMG for any loss, damage or expenses, including attorney fees, incurred by the FSMG due to failure to comply with this section.
5. No insurance coverage is available for activities that are caused by the negligence or recklessness of vendor or outside the scope of this agreement.

HEALTH DISTRICT REQUIREMENTS

Fair Management requires all Vendors that are handling food in any manner contact the Clark County Health Department for all rules and regulations. Listed below are key items that all Vendors must be aware of and in no way should be construed as the complete listing of all Health District rules and regulations.

Clark County Health Department - (360) 397-8000 ask for Food Safety Specialist

Itinerant permits to operate a food booth must be purchased one (1) week prior to Fair at the Clark County Health Department offices – 1601 E. Fourth Plain Blvd., Vancouver, WA 98661. Vendors can call for “mail-in” permits. This must be done at least one (1) month prior to Fair. Permits purchased on site without prior arrangements will be subject to penalty. Web address: <https://www.clark.wa.gov/public-health/food-safety>
Food Handler testing must be completed prior to the Fair dates. Testing for handler cards is offered on Monday, Tuesday, Wednesday and Friday at 8:30 am to 3 pm at the Clark County Health Department.

Fair Management has requested the Health Department’s strict application and enforcement of these rules and other health regulations in order to avoid incidents involving food hazards. Cooperation by Vendors is greatly appreciated and required.

REQUIREMENTS TO OPERATE A TEMPORARY FOOD SERVICE FACILITY:

1. Liquid waste must not be dumped into streets, storm drains or onto the ground. Use containers to collect the dirty water and discard in a sanitary manner (such as specially marked sewer drain areas or mop sinks). (Not in flower beds or grass!). Representative of the Fair will orient you as to location of mop sinks.
2. Water supply = any hose that is used for drinking or cooking water must be of NSF or food grade plastic.
3. Fee information for the Itinerant Permit to operate a food booth for the Fair (10 days) is available from the Clark County Health Department – contact information stated above.

FOOD GIVEAWAYS AND DEMONSTRATIONS:

The Clark County Health Department will inspect hand washing facilities of all Vendors conducting demonstrations or food sampling from their booths. All samples of food products for giveaways must be approved in advance by Fair Management. Upon approval, Vendors are allowed to give food samples only within the premises of the assigned booth space and must obtain approval and permits from the Health Department in respect to food handling, food storage, etc. Fair Management requires that food sampling be listed on insurance policy. Hand washing and wiping cloths as described above are required, as well as valid Washington State food cards.

FIRE AND SAFETY REQUIREMENTS

Fair Management requires all Vendors to comply with all rules and regulations of the Clark County Fire Marshal’s Office. Below are listed items that need to be stressed to all Vendors and in no way should be construed as the complete listing of the Clark County Fire Marshal’s rules and regulations.

Clark County Fire Marshal's Office (360) 397-2186

Any Vendor that fails to comply with requirements of the International Fire Code or this section will be subject to immediate closure. • **Fire Marshal Restrictions –Any decorative materials used in your booth must be flame retardant. (Including but not limited to tents/canopies, linens, hanging fabrics & netting) Please see the attached form for Fire Marshal restrictions in the exhibition hall. Any decorative materials used in your booth must be flame retardant, and the form provided must be completed and at your booth all hours of the show.**

PERMITS: A separate permit from the Clark County Fire Marshal's Office is required for open flame devices and to erect or operate a tent having an area in excess of 200 square feet or a canopy having an area in excess of 400 square feet.

DISPLAY BOOTH DRAPES, CURTAINS AND DECORATIVE MATERIALS: All decorative materials, either natural or artificial, straw, leaves, dry vines or any other highly flammable material shall not be used unless it is made flame retardant. Proof of such flame retardant treatment shall be made available upon request. Electrical bulbs may not be decorated with paper or other combustible materials.

FIRE LANES, FIRE HYDRANTS AND FIRE EXTINGUISHERS: Fire lanes shall be kept clear at all times. A six (6) foot clear radius shall be maintained around all fire hydrants so that they may be made available at all times. Clearance shall be maintained around fire extinguishers so that they are readily available at all times.

HEATING, COOKING EQUIPMENT AND WOOD BURNING STOVES: Display units shall be located and installed in accordance with applicable sections of the Uniform Mechanical Code and installation shall be approved by the Clark County Building Department and Fire Marshal's Office. LPG Fuel tanks for the above installations shall be limited to 1.5 gallons of capacity and such fuel tanks shall be separated by more than 20 ft. or located outside of the building.

Commercial cooking equipment that produces grease-laden vapors shall be equipped with an approved ventilating hood and duct system. Such equipment shall be protected by an approved UL 300 fixed fire protection system. Existing non-UL 300 compliant fire suppression systems may be approved provided that deep fat fryers protected by such systems are not using vegetable oils as a cooking media and the deep fryer appliance is not rated as high efficiency. Fire extinguishing systems are required to be serviced on a semi-annual basis.

DOOR AND EXITS: Doors to all buildings on the Fairgrounds are under the control of Fair Management and may not be operated by Vendors. Exits must be kept completely clear at all times.

TENTS AND CANOPIES: Tents in excess of 200 square feet and canopies in excess of 400 square feet shall meet the following requirements:

- Shall be of fire retardant material or made fire retardant in an approved manner.
- Smoking shall not be allowed.
- Heating and cooking equipment shall not be located within 10 feet of an exit.
- Fuel burning equipment shall be vented to the outside air by means of a vent which is at least 12 inches from all portions of the tent.
- Shall be separated from property lines, buildings, other tents or structures by at least 20 feet.

CONCESSION STANDS: Concession stands used for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices.

A 40-B:C rated fire extinguisher shall be provided where deep fat fryers are used. Where high efficiency deep fryers using vegetable oil as a cooking media are used a "K" class fire extinguisher shall be provided.

ELECTRICAL

Fair Management requires that all Vendors be in compliance with the Washington State Department of Labor and Industries electrical guidelines. Contact Labor and Industries for questions regarding electrical permits, inspections or other electrical requirements. **Washington State Labor and Industries, electrical section – 360-896-2300.**

One (1) electrical outlet (110v, 5amp) service is available for each booth. Requests for additional electrical should be directed to Hollywood Lights. All modifications and any additional electrical service will be at Vendor's expense.

ELECTRICAL & PLUMBING: Any special requirements for electrical or plumbing needs must be approved by Fair Management. Installation of additional electrical power must be done by a Clark County Facilities Management approved contractor, at the expense of the Vendor. All plugs must be grounded and UL approved.

ELECTRICAL APPLIANCES: All electrical appliances must be UL approved - not just the parts, but the complete products. Vendors must have GROUNDED EXTENSION AND APPLIANCE CORDS. This will help prevent electrical shocks. See, Fire and Safety Requirements.

Electrical appliances such as kettles, coffee pots, space heaters, air conditioners, microwave ovens or hot plates which draw more than 200 watts and which are intended for the personal convenience of Vendors are not allowed without written consent of the Fair Management (costly power failures can result from overloading of electrical circuits).

EXTENSION CORDS: IFC Section 605

1. PROHIBITED USE. Extension cords shall not be used as a substitute for permanent wiring.
2. USE WITH PORTABLE APPLIANCE. Extension cords are permitted only with portable appliances or fixtures, while in immediate use, in accordance with the following:
 - a) Each extension cord shall be plugged directly into an approved receptacle and shall, except for approved extension cords, serve only one appliance or fixture.
 - b) The current capacity of the cord shall not be less than rated capacity of the appliance or fixture.
 - c) The extension cord must be maintained in good condition without splices, deterioration or damage.
 - d) The extension cord must be of the grounded type.
 - e) INSTALLATION - Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings, floors, under doors or floor coverings, not be subject to environmental damage or physical impact. IFC Section 605.
 - f) MULTI-PLUG ADAPTERS, such as multi-plug extension cords, cube adapters, strip plugs and other devices that do not comply with the Uniform Fire Code or the Electrical Code are prohibited and shall not be used. IFC Section 605.4.
 - g) Extension cords must not cross aisles.

ENFORCEMENT - Users of Fair property shall comply with all County Code requirements. Any Vendor that fails to comply with the above shall be subject to immediate closure in accordance with the following - The Fire Marshal may order any operation or use stopped or the evacuation of any premises, building or vehicle, or portion thereof, which has or is a fire hazard. IFC Section 605.

MISCELLANEOUS

A. WATER: No selling or giving away water allowed.

B. ANIMALS: No dogs or other pets are allowed on the Fairgrounds except those pre-entered into exhibit competitions or assistance dogs (example: dogs that assist the blind or hearing-impaired).

C. ALCOHOLIC BEVERAGES/ILLEGAL SUBSTANCES: Vendor and guests shall not consume any alcoholic beverages nor use illegal substances at the Fairgrounds (including the parking lot) except in approved/designated areas. Violation of this section will be grounds for immediate termination of this Agreement (including forfeiture of all rentals paid and owing). Additionally, those persons violating this policy will be asked to immediately leave the Fairgrounds.

D. PHOTOS/VIDEO TAPING: CCFA reserves the right to photograph and video tape any Vendor exhibit and products while vendor is participating at the Clark County Fair. All such photographic and video material shall become the sole ownership and contain all rights to use of The Clark County Fair, and Vendor hereby waives any rights of use, royalty, or other intellectual property rights related to the media or its future use by CCFA or FSMG.

E. NO SMOKING: Smoking is strictly prohibited in all buildings including the livestock barn areas, inside any food concession spaces and grandstand areas or within 25 ft. of a doorway, window capable of opening or ventilation system air intake. For the convenience of vendors and Fair guests, ashtrays are provided outside of buildings in designated smoking areas.

F. ADDRESS AND TELEPHONE NUMBER CHANGES: Vendors must immediately notify FSMG of any address or telephone number changes. Fair Management will not be responsible for loss of any correspondence or contracts due to non-notification.

G. RUNNING OF ENGINES: Oil or gasoline engines shall not be operated within any of the Fairgrounds buildings unless prior written consent is obtained from FSMG. If consent is obtained, equipment shall have a drip pan and/or protective material under to safeguard the floor from dirt, oil stains, etc.

H. LANDSCAPED AREAS: All landscaped areas shall have a barrier under them to safeguard the floor.

I. RETURNED CHECKS: A \$25.00 fee will be charged on all checks returned by the Bank/County. Vendor shall then be required to pay all fees and applicable charges in cash or cashier's check. Any Vendor whose check is returned, risks cancellation of contract.

J. TIP JARS/DONATIONS: There will be no placing of "tip" jars on any stand or the soliciting of "tips" anywhere on the grounds. Soliciting donations is prohibited on the Fairgrounds.

K. EMPLOYEE DISCOUNTS: Vendors are not expected to offer, nor are they obligated to extend free or discounted merchandise or food, to employees and directors of the Clark County Fair or FSMG. Vendors are encouraged to notify the Fair Management if they are approached by anyone asking for free or discounted merchandise or food.

L. TELEPHONE/INTERNET SERVICE: FSMG now offers both telephone and internet service for vendors in the Exhibition Hall. An order form for those services will be included with your contract. If you desire telephone service and your booth is located in another part of the Fairgrounds, you should contact Qwest directly at (360) 699-3741.

M. FORKLIFT SERVICES: Trade Show Supply House provides forklift services to Vendors at an hourly rate. Contact them on grounds or prior to the event for additional information at 360-624-4498 or 509-248-0377.

N. RELEASE/DISCLOSURE: Vendor irrevocably consents to and authorizes FSMG the use by FSMG, CCFA or anyone authorized by FSMG of my name, likeness, voice, picture, video, business address, business telephone and electronic address for any business purpose. FSMG does not release this information for profit or sale. We further disclose that all requests for vendor information are screened by FSMG staff for accuracy and privacy purposes.

O. LOCAL SALES TAX RATE: The sales tax rate for transactions at the Clark County Event Center at the Fairgrounds is **.084 (8.4%)**.

P. CUSTOMER PACKAGES: For the convenience of our guests and to encourage sales, a customer package holding area is available in the lobby of the Exhibition Hall. For large items, special passes are available that will allow customers to enter the loading dock area for package pick-up.

Q. CONFLICT OF INTEREST: Vendor certifies that no employees or officials of Clark County, FSMG or CCFA have any known interest, financial or otherwise in the Vendor's exhibit.

R. EQUAL OPPORTUNITY: No person shall, on the grounds of race, color, religion, sex, disability, national origin, age, sexual orientation, marital status, political affiliation or belief, be denied employment or benefits, or be discriminated against as a consumer, administrator or staff person under any program or activity receiving funds under this Contract. In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in admission or access to any program or activity. Vendor agrees to provide equal opportunity in the administration of the contract and its subcontracts or other agreements.

S. ALTERATIONS TO CONTRACT: No alterations of conditions of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreements not incorporated herein and no alteration or variation of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties.

T. SEVERABILITY: If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which shall otherwise remain in full force and effect, provided that this Contract must be construed to give effect to the Parties' intent.

U. CAPTIONS: Captions and paragraph heading used herein are for convenience only and are not a part of this Contract and do not limit or alter any provisions hereof and are not relevant in construing this Contract.