

2010 Columbia County Fair & Rodeo

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 during the Columbia County Fair beginning Wednesday, July 14, 2010 and ending Sunday, July 18, 2010. The Fair's hours of operation will be as follows: Wednesday & Thursday 10:00am to 11:00pm, Friday & Saturday 10:00am to Midnight & Sunday from 10am - 5pm. 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 Contract 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.
3. **PERMIT FEES:** Vendors will be charged a space rental fee that is determined by the size, location and type of vendor booth to be paid with the reservation of space. In addition, **food vendors & special attraction vendors (activities customers participate in) only, will be charged a 15% commission** based on gross receipts after the deduction of the rental fee. Commission is due immediately following the closing of the fair on Sunday. **Food /special attraction vendors are required to use a cash register** for all sales and to provide a "Z" tape for each day's sales. Vendors must supply their own register. See the 2010 Cash Register Specifications & Procedures sheet for details.
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.
5. **FAIR PASSES:** The FAIR BOARD will issue a maximum of twenty (20) vendor day fair passes & twenty (20) vendor day parking passes for every vendor. Additional passes may be purchased through the Fair Office for the published rate of \$7 in advance \$8 at the gate & \$4 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 contract.
6. **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 Wednesday, 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.**
7. **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 owners expense by the Columbia County Sheriff's Office. This rule will be strictly enforced.
8. **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 a comprehensive general liability policy including coverage for contractual liability, products and completed operations, and owner's and contractors protective insurance and **(over)**

8. **INSURANCE CONTINUED:** comprehensive automobile liability including owned and non-owned automobiles. The liability coverage under each policy shall be a minimum of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage 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.
9. **FOOD HANDLER'S CERTIFICATE:** VENDOR'S selling food products are required to have at least one person present with a valid Food Handler's Certificate on the premises of a temporary restaurant 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 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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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 invites 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.
15. **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. Be sure to list all products/services on contract for 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.
16. **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.

I/WE HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS THIS _____ DAY OF _____, 2010.

VENDOR(S): _____ COLUMBIA COUNTY FAIR BOARD: _____

Ronda Courtney, CCEC Administrator

2010 VENDOR AGREEMENT— Part 2

For office use only

Submission date: _____

Payment: _____

Insurance: _____ Cash Rg. _____

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 15% commission on gross receipts generated over the initial booth fee.** 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 years vendors.

Rodeo Row (FOOD VENDORS ONLY)

Outside location, Must provide own structure
These Spaces are sold by the frontage & are 20' deep.

- 10' = \$150.00 _____
- 15' = \$225.00 _____
- 20' = \$300.00 _____
- 25' = \$375.00 _____
- 30' = \$450.00 _____

Yes, I need 220amp Power = \$50 _____

Pavilion Building

Built-in structure— approx.

- 10' X 12' = \$100 _____
- 10' X 12' = \$125 _____
- (corner, 2 serving sides)

Space number requesting (see map) _____

Agricultural Building

Built-in structure— approx.

- 8' X 8' = \$65 _____
- 8' X 8' = \$85 _____
- (corner, 2 serving sides)
- 8' X 16' = \$150 _____
- (corner, 3 serving sides)

Space number requesting (see map) _____

Vendor Village (NO FOOD VENDORS)

Outside spaces, Must provide own structure

- 10' X 10' = \$125 _____
- 20' X 10' = \$200 _____
- 30' X 10' = \$275 _____
- 20' X 20' = \$350 _____

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.