

2017 Asotin County Fair & Rodeo Vendors

Dear Vendors,

Fair time is fast approaching, enclosed is the Fair Vendor Contract Application.

If you are a Food and Beverage Vendor you are required to contact the Asotin County Health District for permits as soon as possible.

Asotin County Health District
102 1st Street
Asotin, WA 99402

509-243-3344

Monday-8:00am-12:00pm 1:00pm-5:00pm
Tuesday-9:00am-12:00pm
Wednesday-8:00am-12:00pm 1:00pm-5:00pm
Thursday-8:00am-12:00pm 1:00pm-5:00pm
Friday-9:00am-12:00pm

Asotin County FAIR & RODEO Vendor Contract
Fair and Rodeo Dates April 28-30, 2017

Vendor Packets can be picked up Starting Wednesday of Fair Week in the Fair Office anytime after 9:00am-8:00pm and Thursday 9:00am-8:00pm

Section 1: Description of Privileges, Uses and Rights

The Fair hereby grants to the Vendor, a space to operate a concession/vendor business, to prepare, serve, and sell the items listed on application. Selling or displaying of any products/goods/ services/ foods or beverages not listed, without the approval from the Fair Board will result in Breach of Contract and the Vendor will, at the Fair Board's sole option, forfeit the concession space and will vacate the premises immediately.

Section 2: Types of Vendor Spaces & Rental Prices

Outside Commercial Vendor (NON-FOOD)

Tent Space 10'x10' - **\$150.00**

Tent Space 10'x20' - **\$300.00**

Tent Space 10'x30' - **\$450.00**

Outside Commercial Vendor (NON-FOOD)

Utility Trailer/Wagon Space 10'x10' - **\$200.00**

Utility Trailer/Wagon Space 10'x20' - **\$350.00**

Utility Trailer/Wagon Space 10'x30' - **\$500.00**

Outside Vendor Food & Beverage Concession

Tent Space 10'x10' - **\$350.00**

Tent Space 10'x20' - **\$450.00**

Tent Space 10'x30' - **\$550.00**

Outside Vendor Food & Beverage Concession

Utility Trailer/Food Wagon/Food Trailer Space 10'x10' - **\$400.00**

Utility Trailer/Food Wagon/Food Trailer Space 10'x20' - **\$500.00**

Utility Trailer/Food Wagon/Food Trailer Space 10'x30' - **\$600.00**

Inside Floch Exhibit Hall Commercial Booth Space (NON-FOOD)

6x6 Space - **\$100.00**

6x12 Space - **\$200.00**

Section 3: Vendor/Concession Operating Hours during Fair: (Note Sunday Time Change)

A. Friday of Fair 9:00am-9:00pm

Saturday of Fair 8:00am-9:00pm

Sunday of Fair 8:00am-4:00pm

****ALL VENDORS/CONCESSIONS MUST BE UP AND RUNNING BY OPENING TIME OF FAIR EACH DAY****

B. Outside Vendors/Concessions may start setting up on Wednesday of Fair AT 9:00AM

C. Each Vendor/Concession Stand will be issued: TWO-Weekend Gate Passes and ONE-Parking Pass. Gate Passes and Parking Passes are Non-Transferable. Additional Gate Passes can be purchased for extra workers and at a discounted price. 1 day gate pass \$6.00 or a 3-day gate pass \$15.00. No extra parking passes will be sold.

D. All Personal Vehicles must be removed to the parking lots and out of the inside area of the Fairgrounds by 11:00pm, the Thursday of fair week.

E. If you need to bring in a vehicle to restock your Vendor/Concession stand you may do so during these times:

Friday - 6:00am-8:00am & 9pm-11:00pm

Saturday - 6:00am-7:00am & 9:00pm-11:00pm

Sunday - 6:00am-7:00am

PLEASE REMEMBER DO NOT COMPLETELY REMOVE OR DISMANTEL YOUR VENDOR/CONCESSION STAND UNTIL 4:00pm THE SUNDAY OF THE FAIR. Thank you.

Section 4: Responsibility Of Vendor

A. The Vendor shall sell only those items/products/goods/foods/services they have listed on this application.

B. The Vendor shall equip their concession stand and pay all related expenses, including but not limited to cash register with tape receipt, sinks, stoves, etc.

C. The Vendor is responsible for breaking down all cardboard boxes and disposing of them in the Dumpster provided by the fair board, located at the back gate entrance.

D. Food and Beverage Vendors must obtain all necessary Health Permits and Food Handler Permits at their own expense from Asotin County Health Department. Food Handler Permits must be obtained at least 14 days prior to the first day of Fair. The Vendor is required to have on file with them all food handler permits.

E. If a vendor/concession stand must be left unattended for any reason, a sign must be posted listing the time that the concession stand will reopen. Vendor/concession stand cannot be closed longer than 30 minutes.

F. The Vendor shall maintain and operate the premises in a first class manner and shall keep the premises in a safe, clean, orderly and inviting condition at all times. All foods, beverages, confections, and products to be sold shall be of high quality, wholesome and pure, and must conform in all respects to all Federal, State, and local laws, ordinances and regulations. The service shall be prompt, clean, courteous, and efficient.

G. The Vendor shall leave the premises in the condition in which it was prior to occupancy, including but not limited to removal of : Grease, Garbage, Staples, Tacks, and Tape etc. The Vendor is not allowed to make any alterations to the premises.

H. The Vendor may use electrical extension or flexible cords of any type: S-15amp 12gauge with UL approval. Splicing, draping, tied, or taping of cords to walls, woodwork, or pipes is prohibited.

I. The Vendor will not operate any engine, motor, or machinery on the premises without prior written consent of the Fairboard.

J. The Vendor will not use any burning oil/fluids, kerosene, gasoline, naphtha or other flammable materials for mechanical or other purposes.

K. No Fire Pits or Open Burning allowed.

L. The Vendor can not sublease, transfer, reassign, or give away the space assigned to them on the premises.

M. The Vendor Shall not discriminate or permit discrimination against any person, or group of persons in its use of the premises under this contract.

Section 5: Services

The County/Fairboard shall provide standard electricity if available on the premises. The Fair shall provide garbage containers to dispose of waste/garbage. It is the sole responsibility of the Vendor to put garbage in dumpsters. Additional electricity needed by the Vendor must be approved by the Fairboard, and cost is the sole responsibility of the Vendor.

Section 6: Camping Spots Available

Limited amount of camping spots are available on a first come first serve basis. Camper Spaces must be requested and submitted with the vendor contract. Payment must be included. Electricity 100.00 for the 3-day weekend. No electricity \$90.00 for the 3-day weekend.

There are **NO** sewage dumps or water hook-ups available on the fairgrounds.

Section 7: Terms and Purpose

- A. The Fair/Fairboard/County will not assume responsibility for Vendor's goods or personal property.
- B. All personal property or equipment must be removed within 48 hours after the close of the last day of fair, unless prior arrangements have been made with the Fairboard. The Fairboard will not assume responsibility for items left on the fairgrounds. Any property left on the fairgrounds after 48 hours will become property of the Fair/Fairboard. The Fair/Fairboard may take steps which may be deemed necessary to dispose of any personal property or equipment left behind. Any expense incurred in the disposal of the property will be the responsibility of the Vendor.
- C. No Helium filled Balloons, fake cigarettes, fireworks, knives, laser lights, guns of any kind, no selling of novelties in bad taste (this is a family event) and similar novelty items are allowed on the fairgrounds, and are Prohibited by Washington State and County Law to be sold or given away.

Section 8: Compliance with Laws

The Vendor shall observe and obey all Asotin County Fair rules and regulations, and all Federal, State, County, and City Government Laws, Ordinances, and Regulations.

Section 9: Personal Workers

The contracted Vendor/Concession employees shall be clean, neat in appearance, and courteous to all person on the fairgrounds. Improper language such as: swearing, lewd suggestions, loud/boisterous, improper actions, or lewd conduct are prohibited. If the Vendor/Concession, it's employees violate this rule, the Vendor/Concession and their employees will be asked to pack up and leave the premises immediately.

Section 10: Insurance

The Asotin County Fair requires all Vendors to have insurance. Food and Beverage Vendors to carry a Liability Policy insuring Asotin County, Asotin County Fair Board, and the Vendor/Concession with the following coverage:

\$1,000,000 General Aggregate, \$1,000,000 Products Liability Aggregate, \$1,000,000 per occurrence Personal Injury/Advertising Injury, \$50,000 Fire Legal Liability, \$5000 Medical Payments per person/\$25,000 per occurrence. PROOF OF INSURANCE IS REQUIRED AT LEAST 20 DAYS PRIOR TO THE ASOTIN COUNTY FAIR. The Vendor shall provide the Asotin County Fair with a certificate of Insurance naming Asotin County, and the Asotin County Fair as an additional insured. The insurance Company issuing the Certificates must be Licensed by the state of Washington and have a A.M. Best Rating of A- or better. Certificate holder must read:

Asotin County Fair: PO BOX 370 Asotin, WA. 99402

The certificate will require that Asotin County Fair will be notified by the Insurance Company 10-15 days in advance of any change in coverage or limits shown on the certificate. Dates of the event, as well as set-up and take down dates must be included in the description of operation on the certificate. Failure to have the Certificate to the Asotin County Fair/Fairboard 15 days prior to Fair Event will result in the Vendor not being allowed to have a concession stand on the fair grounds.

Section 11: Indemnification

- A. The Vendor agrees to indemnify and defend the Asotin County Fair from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death caused solely by the negligence or willful misconduct of the Vendor, its employees, or agents in connection with the use of the premises under the terms of this contract.
- B. The Fair/Fairboard agrees to indemnify and defend the Vendor from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death caused solely by the negligence or willful misconduct of the fair, its volunteers, or agents in connection with the obligations of the Fair under the terms of this contract.

C. If the negligence or willful misconduct of the parties (or person identified above for which each is liable) is a cause of such damage or injury, any loss or expense shall be shared between the parties in proportion to their relative degree of negligence or willful misconduct and the right of indemnity shall apply to such proportion.

Section 12: Waiver

No officer, employee, agent or otherwise of the fair has the power, right or authority to waive any of the conditions or provisions to this contract. No waiver, or any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the Fair to enforce at any time any of the provisions of this contract or to require at any time performance by the Vendor of any provisions hereof shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part hereof, or the right of the Fair to hereafter enforce each and every such provision.

Section 13: Relationship of the Parties

No agent, employee, servants or otherwise of the Vendor shall be deemed to be an employee, agent, servant, or otherwise of the FAIR for any purpose, Vendors and the employees of the Vendor are not entitled to any of the benefits that the Fair provides for Fair Volunteers. The Vendor will be solely and entirely responsible for their acts and the acts of their agents, employees, servants, and subcontractors or otherwise, during the term of this contract.

Section 14: Modification

No modification or amendment of this Contract shall be valid until the same is reduced to writing and executed with the same formalities as this present contract.

Section 15: Venue Stipulations

This contract has and shall be construed as having been made and delivered in the State of Washington, and the law of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this contract or any provision hereto shall be instituted only in courts of competent jurisdiction within Asotin County, in the State of Washington.

Section 16: Headings

The section headings in this contract have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall be deemed to, define, limit, or extend the scope or intent of the sections to which they appertain.

Vendors/Concessions PLEASE LIST ALL ITEMS YOU WILL BE SELLING: PLEASE RETURN THIS WITH YOUR SIGNED CONTRACT.

CONTRACT, made and entered into, by and between, Asotin County a Political Subdivision of the State of Washington, by and through the ASOTIN COUNTY FAIR, having offices for the transaction of business at the ASOTIN COUNTY FAIRGROUNDS, At Asotin, Washington 99402, referred to as the "Fair" and referred to as the "Vendor", jointly referred to along with the "fair" as the "Parties".

To reserve same spot as last year please send money and signed contract by: MARCH 3rd, 2017

I HAVE READ THE VENDOR/CONCESSION CONTRACT and agree to the terms.

Business Name: _____

First and Last Name Of Owners _____

Mailing Address: _____

Phone Numbers (work) (cell) (home) _____

PLEASE CIRCLE YOUR CHOICE OF SPOT

Outside Commercial Vendor (NON-FOOD)

Tent Space 10'x10' - \$150.00 Tent Space 10'x20' - \$300.00 Tent Space 10'x30' - \$450.00

Outside Commercial Vendor (NON-FOOD)

Utility Trailer/Wagon Space 10'x10' - \$200.00 Utility Trailer/Wagon Space 10'x20' - \$350.00

Utility Trailer/Wagon Space 10'x30' - \$500.00

Outside Vendor Food & Beverage Concession

Tent Space 10'x10' - \$350.00 Tent Space 10'x20' - \$450.00 Tent Space 10'x30' - \$550.00

Outside Vendor Food & Beverage Concession

Utility Trailer/Food Wagon/Food Trailer Space 10'x10' - \$400.00 Utility Trailer/Food Wagon/Food Trailer Space 10'x20' - \$500.00

Utility Trailer/Food Wagon/Food Trailer Space 10'x30' - \$600.00

Inside Floch Exhibit Hall Commercial Booth Space (NON-FOOD)

6x6 Space - \$100.00 6x12 Space - \$200.00

Circle One: Electricity Needed in Vendor Booth Yes or No Water Needed in Vendor Booth - Yes or No

Circle Electricity or No-Electricity if you need a camper spot: Electricity 100.00 No Electricity \$90.00

Vendor Signature: _____

Vendors if needing to cancel on attending the fair you Must give in writing to Fairbaord at least 30 days notice before fair dates 2017 to receive a full refund.

After 30 days Vendor fees are NON-Refundable

Superintendent, **Vendor**, Sales Committee, Judge-Camper Reservation & Regulations 2017

2017 COST: \$100.00

Campers may be parked on Sunday April 23rd – from 6pm-8pm or Monday April 24th from 5pm-8pm. Please check in with Jamie Renzelman to receive your assigned camper spot.

Rules & Regulations:

1. Camper spaces are limited and will be given to current Superintendents, Sales Committee, Vendors, and Judges.
2. You will be allowed ONE space for your CAMPER ONLY-**NO VEHICLE PARKING BY YOUR CAMPERS-VEHICLES WILL BE TOWED AT OWNERS EXPENSE.**
3. Adult supervision is mandatory and must be at least 21 years of age. Any camper without proper adult supervision will be asked to leave the fairgrounds.
4. QUIET TIME starts at 10:00 pm. NO loud music, NO parties. Please respect your neighbor.
5. **NO WOOD FIRE PITS OR OPEN FIRES ALLOWED IN THE CAMPER PARKING AREA. ONLY PROPANE FIRE PITS WILL BE ALLOWED.**
6. Camper spots are NON-TRANSFERABLE AND NON-REFUNDABLE.
7. The Asotin County Fair & Rodeo and Asotin county will not be responsible for theft, fire, accident or loss of any kind.
8. Campers cannot be removed until after 7:00 pm Sunday April 30th, 2017.
9. Campers who choose not to follow the rules will lose the option of having a future camper spot.

By signing below I have read and agree to abide by the rules and regulations of camping on the Fairgrounds.

Name: _____ Signature: _____

Address: _____

Phone/Cell #: _____ Email: _____

Circle One: Travel Trailer Camper Motor Home/RV Make/Model: _____

Total Length: _____ Color: _____ License#: _____

List of names who will be staying in camper:

Adult Contact Name : _____ Phone #: _____

Campers: _____

Circle one:

Sales Committee

Judge

Superintendent

Vendor