Fair and Rodeo Dates April 25th, 26th, & 27th, 2025

NEW PROCEEDURES WHEN TEARING DOWN VENDOR BOOTH ON SUNDAY OF FAIR WEEK. Vendors will not be allowed to Tear down and remove your booth on Sunday the last day of fair until 5:00pm. ALL VENDORS ON THE LOWER LEVEL, NO MATTER OF THE LOCATION CAN ONLY COME IN AT 5PM THORUGH THE MAIN GATE WITH YOUR VEHICLES TO LOAD UP AND MUST EXIT THROUGH THE BACK GATE <u>ONLY</u> WHEN TEARING DOWN. Any Rules broken by the vendor may cause them to be not able to be a vendor in the following years.

Booth Vendors can start picking up their Packets on Wednesday & Thursday of Fair Week at the Fair Office between 5:00pm-7:00pm.

Vendor Cancelation Policy. If a vendor cancels prior to April 1st, 2025, Vendor will be refunded 50% of their fee paid. If a vendor cancels April 2nd, 2025, or after this date, there will be NO REFUND GIVEN.

# 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 <u>listed on the application and that have been approved by the fairboard</u>. 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 Please Circle your Choice of spot

Inside Exhibit Hall - Floch Hall Commercial Booth space (**NON-FOOD ONLY**) 6x6 space - \$100.00 6x12 space - \$200.00

# <u>Floch Hall Inside Booth Space Vendors *CANNOT* start setting up until Thursday April 24th at 5:00pm, (due to flower entries being judged).</u>

- <u>Section 3: VENDORS/CONCESSIONS MUST BE UP AND RUNNING BY OPENNG</u> <u>TIME OF FAIR EACH DAY</u>
- Each Vendor/Concession Stand will be issued: TWO-Weekend Gate Passes and ONE-Parking Pass. Gate Passes and Parking Passes Are <u>Non-Transferable</u>. Additional Gate Passes can be purchased for

extra workers and at a discounted price. <u>1-day gate pass \$10.00</u>, or a 3-day gate pass \$20.00. No extra parking passes will be sold due to lack of parking areas.

- 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.
- If you need to bring in a vehicle to restock your Vendor/Concession stand you may do so during these times:
- Friday -4:00am-7:00am & 9:15pm 11:00pm
- Saturday 4:00am-7:00am & 9:15pm 11:00pm
- Sunday 4:00am-7:00am

PLEASE REMEMBER DO NOT DISMANTEL YOUR VENDOR CONCESSION STAND UNTIL 5pm THE SUNDAY OF THE FAR. You Must Still Remain At Your Booth Until 4pm When Fair Closes on Sunday. Thank you.

Any Rules broken by the vendor may cause them to be not able to be a vendor in the following years.

# Section 4: Responsibility of Vendor

- The Vendor shall sell only those items/products/goods/foods/services they have listed on this application and that have been approved by the fairboard.
- The Vendor shall equip their concession stand and pay all related expenses, including but not limited to acash register with tape receipt, sinks, stoves, etc.
- 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.
- Food and Beverage Vendors must obtain all necessary Health Permits and Food Handler Permits at their own expense from the Asotin County Health Department. Food Handler Permits <u>must be obtained at least</u> <u>14 days prior to the first day of the Fair.</u> The Vendor is required to have on file with them all food handler permits.
- 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.
- 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.
- The Vendor may use electrical extension or flexible cords of any type: S-l amp 12gauge with UL approval.
- Splicing, draping, tied, or taping of cords to walls, woodwork, or pipes is prohibited.
- The Vendor will not operate any engine, motor, or machinery on the premises without prior consent of the Fair Board.
- The Vendor will not use any burning oil/fluids, kerosene, gasoline, naphtha or other flammable materials for mechanical or other purposes.
- <u>No Fire Pits or Open Burning allowed unless it is propane.</u>
- The Vendor cannot 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/Fair Board 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 Fair Board, and cost is the sole responsibility of the Vendor.

# Section 6: Camping Spots Available

Limited number of camping spots is available on a first come first serve basis. Camper Spaces must be requested and submitted with the vendor contract. Payment must be included. Electricity 150.00 for the 3-day weekend, money must be received by March 16<sup>th</sup>, to receive a spot.

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

# Section 7: Terms and Purpose

- The Fair/Fairboard/County will not assume responsibility for Vendor's goods or personal property.
- 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 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.
- 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

It is a recommendation that Non-Food Vendors carry insurance.

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 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

• 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.

- 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.
- 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 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. **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".

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

Business Name:	
First and Last Name of Business Owners	
Mailing Address:	
Cell Number	Home Number
Circle one: 6x6 spot or 6x12 spor	t
<b>Circle One: Electricity Needed in Vendor</b>	Booth: Yes or No
Circle yes or no If you need a camper spot: Camper Spot Cost \$150.00 YES or NO	
<u>Money must be sent in with ap</u> Limited spots available.	oplication by March 16 <sup>th</sup> , 2025, to receive a spot.
Vendor Signature:	

Date:

# Vendor Camper Form Registration 2025

Campers May be parked on Sunday April 20th from 5pm-7pm or Monday April 21st from 5pm-7pm.

Please check in with Jamie Renzelman 208-791-8129 if you are unable to park on Sunday April 20th or Monday April 21st. Cost \$150.00. Electricity is not guaranteed for camper spots.

#### \*\*\*No Tent or Dry Camping is Allowed on the Fairgrounds.

#### **Camper Rules & Regulations**

- 1. Limited Camper spaces are available, Camper Form and Money must be turned in with your Vendor application by March 16th, 2025, to receive a spot.
- 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-TRANFERABLE 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.
- Do not remove Campers until <u>after</u> 8:00 pm Sunday April 27th, 2025, (as cattle trucks will be removing animals from the fair grounds).
- 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.

del:		
#:		
List of names who will be staying in camper OVERNIGHT:		