

**2021 COLUMBIA COUNTY FAIR AND RODEO  
FOOD AND SPECIAL ATTRACTION VENDOR  
BOOTH SPACE RENTAL AGREEMENT**

**Columbia County Fair Board Office  
58892 Saulser Rd, St. Helens, OR 97051  
(503) 397-4231**

This AGREEMENT made by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, acting by and through its Fair Board, hereinafter referred to as "FAIR BOARD", and (Business Name) \_\_\_\_\_, hereinafter referred to as "VENDOR".

**PART 1**

VENDOR agrees to the following:

1. **EFFECTIVE DATE:** This Agreement is effective on the date last signed.
2. **COMPLETION DATE:** The completion date for this Agreement shall be July 18, 2021, unless sooner terminated as provided herein.
3. **VENDOR TYPES:**
  - A. A food vendor is a vendor that serves food or beverages.
  - B. A special attraction vendor is a vendor that provides activities for fairgoer participation. Special attraction booth spaces will not be located within the carnival area.
4. **USE OF FAIRGORUNDS:**
  - A. The Fair Board Vendor Coordinator ("VENDOR COORDINATOR") shall select vendors at its sole discretion and may consider factors such as food portions, pricing, uniqueness and diversity of options to avoid over-booking similar types of products.
  - B. The VENDOR COORDINATOR shall designate vendor booth space locations at its sole discretion, and may consider factors such as, but not limited to, food portions, pricing, uniqueness and diversity of options, to provide options of interest to customers and avoid overbooking similar types of products.
  - C. Upon full execution of this Agreement, VENDOR shall have the privilege of using, operating and maintaining the designated booth space on the Columbia

County Fairgrounds ("FAIRGROUNDS") during the 2021 Columbia County Fair and Rodeo ("Fair and Rodeo"), commencing on Wednesday, July 14, 2021 and concluding on Sunday, July 18, 2021.

D. VENDOR shall use the designated booth space only for the sale or display of items listed in Part 2 of this Agreement, subject to FAIR BOARD approval.

5. RESTRICTIONS ON USE OF FAIRGORUNDS:

A. VENDOR shall not give away free samples or gifts at the Fair and Rodeo without the VENDOR COORDINATOR's written consent, as such acts may conflict with concession rights held by others.

B. VENDOR shall not sell latex balloons, firearms or other weapons, illegal substances, tobacco-related products, marijuana, or products with obscene language or images.

C. VENDOR shall not insert any stakes longer than 14-inches into the ground.

D. VENDOR shall not place any signage outside its booth space without the VENDOR COORDINATOR's approval prior to placement. The FAIR BOARD reserves the right to refuse any signs or products, including, but not necessarily limited to, signs or products that are oversized or that will create a hazard.

E. VENDOR shall not use a sound or loudspeaker system or present live music, unless approved by VENDOR COORDINATOR in advance.

6. BOOTH RENTAL FEES:

A. To reserve a booth rental space for the 2021 Fair and Rodeo, VENDOR must return this Agreement signed and a deposit in the amount of \$400.00 to the Fair Board Office, at 58892 Saulser Rd, St. Helens, OR 97051, **no later than May 31, 2021.**

B. For-profit vendors shall pay the FAIR BOARD a booth rental fee of 20 percent of its commission on gross receipts generated during the Fair and Rodeo. Non-profit vendors shall pay the FAIR BOARD a booth rental fee of 15 percent of its commission on gross receipts generated during the Fair and Rodeo. **VENDOR shall pay its booth fee, less the deposit of \$400.00, to the VENDOR COORDINATOR immediately following the closing of the Fair and Rodeo on Sunday, July 18, 2021.**

- C. There will be a \$35.00 processing fee added to the total amount due for any check returned for "Non-Sufficient Funds".
7. DEFAULT: A default shall occur if VENDOR fails to pay its booth fee or any fines, or provide a Certificate of Insurance when due, or perform any of its obligations under this Agreement. In the event of default, the FAIR BOARD shall be entitled to retain VENDOR'S deposit and collect VENDOR's booth fee and any fines; and to pursue any remedy available to the FAIR BOARD at law or in equity.
8. CANCELLATION AND REFUND POLICY:
- A. In the event VENDOR terminates this Agreement, VENDOR'S deposit shall be forfeited.
- B. VENDOR acknowledges and agree that in the event that the Fair and Rodeo does not meet VENDOR's expectations, no refund will be issued.
9. FAIR PASSES: The FAIR BOARD shall issue a maximum of five (5) vendor daily fair passes and five (5) vendor daily parking passes to VENDOR. Additional passes may be purchased through the Fair Board Office for the published rate of \$7.00 for fair passes and \$5.00 for parking. Passes shall be used only 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 under to this Agreement.
10. MERCHANDISE: Counterfeit merchandise is illegal and the sale of such merchandise is strictly prohibited. VENDOR is in breach of this Agreement if it knowingly sales or distributes counterfeit merchandise. The FAIR BOARD reserves the right to have investigations and seizures of such merchandise pursuant to ORS Chapter 647.
11. PROFESSIONAL CONDUCT AND APPEARANCE:
- A. VENDOR shall conduct itself in a friendly professional manner and according to the FAIR BOARD's policies. Refusal to follow the FAIR BOARD's policies, such as, but not limited to, those prohibiting disorderly conduct, or use of obscene language, is considered grounds for removal from the 2021 Fair and Rodeo.
- B. VENDOR shall ensure that all persons working on its behalf, including employees, volunteers, delivery persons and other agents, will be neat and clean in appearance.

12. HOURS OF OPERATION:

- A. The Fair and Rodeo hours of operation will be as follows: Monday through Thursday from 10:00 a.m. to 10:00 p.m., Friday and Saturday from 10:00 a.m. to midnight and Sunday from 10:00 a.m. to 5:00 p.m.
- B. VENDOR is required to keep its booth open and have a person operating its booth during all Fair and Rodeo operating hours. Covering of VENDOR's booth display or hauling stock out shall constitute early closure. In the event VENDOR does not open on time or remain open throughout the Fair and Rodeo's operating hours, VENDOR shall pay the FAIR BOARD a **fine in the amount of \$250.00 per occurrence** and payment shall be made to the VENDOR COORDINATOR no later than Sunday, July 18, 2021.
- C. VENDOR is not allowed to take-down its booth before the Fair and Rodeo concludes at 5:00 p.m. on Sunday July, 18, 2021.

13. DELIVERIES: The Fair Board Office will not accept deliveries before VENDOR sets-up its booth; any delivers before set-up will be denied. Freight deliveries must have payment, storage and unloading pre-arranged. Shipments will be accepted by the Fair Board Office; however, No Cash on Delivery shipments will be accepted. Columbia County and the FAIR BOARD will not be responsible for loss, theft or damage for accepting deliveries on behalf of VENDOR. While the Fair Board Office will make every effort to notify VENDOR of delivered packages in a timely manner, Columbia County and FAIR BOARD assumes no responsibility for loss of business due to a late delivery. All deliveries must be made between 7:30 a.m. and 9:30 a.m. All delivery vehicles must be removed from the FAIRGROUNDS by 9:30 a.m. each day. Delivery vehicles not removed from the FAIRGROUNDS by the above specified times may be impounded and towed at owner's expense.

14. BOOTH SPACE LIMITS: VENDOR's booth and all associated products must be completely inside the boundaries of VENDOR's booth space. Nothing may stick out in front of VENDOR's booth space into the public walkways. VENDOR shall not interfere with the foot traffic in front of its booth space. VENDOR shall not solicit outside the limits of its booth space; this includes but not limited to having sandwich board signs in front of VENDOR's booth space or in any walkway.

15. SET-UP, MAINTENANCE AND CLEAN-UP:

- A. VENDOR may begin initial set-up and construction of its booth on Sunday, July 11, 2021. VENDOR shall complete set-up by 5:00 p.m. on Tuesday, July 13, 2021.

- B. VENDOR shall conduct itself in a manner that does not interfere with the FAIR BOARD's ability to maintain the FAIRGROUNDS in as pristine as conditions as possible for the benefit of fairgoers and other vendors. VENDOR shall maintain its booth in a neat and clean manner. The area around VENDOR's booth, including the back, shall be kept neat, clean, and free of debris and trash. If VENDOR operates from a tent, VENDOR shall have skirting or a banner on the front portion of VENDOR's booth to create a clean appearance and distinct booth space. The FAIR BOARD will have trash and recycling containers emptied regularly. VENDOR shall not fill trash or recycling containers with large cartons or other materials that will cause the containers to overflow. VENDOR shall not dump contaminated water, such as bleach water, grease water, grease, oil, old coffee, etc., in storm drains, toilets, dumpsters, garbage cans, asphalt or grass. VENDOR shall use the FAIR BOARD provided container(s), which will be located in the food vendor area, for disposing of grease and gray water tanks. VENDOR shall complete cleanup of its designated booth space each night.
  - C. No set-up or construction work of booth space is allowed when the Fair and Rodeo is open to the public.
  - D. All crates, boxes and other debris must be removed prior to opening.
  - E. All decorations must be flameproof or meet the Oregon Fire Marshal's requirements.
  - F. No material shall be attached in such a way as to allow possible damage or injury to persons or property.
  - G. VENDOR shall sort all waste into recycling, compost and non-recyclables in storage containers situated behind its booth space. VENDOR shall remove all concession stands and all personal property from the FAIRGROUNDS no later than the completion date of this Agreement. Any items remaining as of July 19, 2021 shall be deemed abandoned and may be disposed of by the FAIR BOARD by any legal method.
16. FIRE SAFETY REQUIREMENTS: VENDOR shall comply with the Oregon Fire Code. VENDOR shall obtain any necessary permits from the Columbia River Fire & Rescue, and show proof of such permit(s) to the VENDOR COORDINATOR **no later than Wednesday, July 14, 2021, 10:00 am.**
17. INSURANCE: VENDOR shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, the FAIR BOARD, and their officers, agents, and employees.

VENDOR shall provide County a certificate(s) of insurance in the amounts described above which names County, the FAIR BOARD, and their officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. VENDOR agrees to notify County immediately upon notification to VENDOR that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract. VENDOR shall provide the FAIR BOARD a certificate(s) of insurance by June 14, 2021.

18. FOOD HANDLER'S CERTIFICATE: Food vendors are required to have at least one person present with a valid Food Handler's Certificate in the booth at all times. For further information on health requirements, see the Columbia County Public Health Department website at:  
<https://www.columbiacountyor.gov/departments/PublicHealth/food-handlers-card>.

Food Handlers permits can be obtained online at:  
<https://www.orfoodhandlers.com/eMain.aspx> and 230 Strand St., St. Helens, OR 97051.

19. SINGLE-EVENT TEMPORARY RESTAURANT LICENSE:

A. ORS 624.086 requires that all food booths or food service activities open to the public be licensed PRIOR to operating. VENDOR is required to obtain a Single-Event Temporary Restaurant License from the Columbia County Public Health Department at: 230 Strand St., St. Helens, OR 97051, 503-397-7247. More information can be obtained at:  
<https://www.oregon.gov/oha/PH/PROVIDERPARTNERRESOURCES/LOCALHEALTHDEPARTMENTRESOURCES/Documents/Columbia.pdf> and  
<https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/FOODSAFETY/Pages/regs.aspx>.

B. All foods must be prepared on-site or purchased from an approved source. Home-prepared foods may not be served to the public.

20. INSPECTIONS:

A. The FAIR BOARD has the right to solicit secret shoppers and conduct random inspections and audits of all vendors at any time to inspect and audit VENDOR's books, records, cash registers, and other pertinent information relating to VENDOR's business activities at the Fair and Rodeo, as may be required in the judgment of the FAIR BOARD or designee(s) to confirm gross receipts.

- B. VENDOR acknowledges and agrees that the FAIR BOARD may inspect VENDOR's designated booth space to determine compliance with this Agreement, health codes and other applicable regulations.
  - C. VENDOR acknowledges and agrees that the state or local Fire Marshal may inspect VENDOR's booth space.
21. INDEMNITY: VENDOR shall indemnify, defend, save, and hold harmless the County, the Fair Board, and their officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person (including injury resulting in death) or persons or of damage to property (including loss or destruction), caused directly or indirectly by reason any error, omission, negligence, or wrongful act by VENDOR, its officers, agents and/or employees arising out of the performance of this Agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, the FAIR BOARD, or their officers, agents or employees.
22. CAMPING DURING FAIR TIME:
- A. Vendors wishing to camp on the FAIRGROUNDS are required to fill out a FAIR BOARD camping form and pay the FAIR BOARD applicable camping fees **no later than Monday, June 14, 2021**.
  - B. The camping area is a dry camp, with a limited number of spaces available. Vendors are not allowed to camp or sleep in their booth space.
  - C. No dogs are allowed on FAIRGROUNDS at any time.
  - D. The Campground Superintendent has full authority to make decisions related to use of the camping area during the Fair and Rodeo.
23. NON-ASSIGNMENT: VENDOR shall not assign, subcontract or delegate the responsibility for providing services under this Agreement to any other person, firm or corporation without the express written permission of the FAIR BOARD.
24. RULES and REMEDIES: The FAIR BOARD reserves the right to make reasonable rules for the use and occupancy of the FAIRGROUNDS and the facilities and/or personal property covered by this Agreement. VENDOR agrees, and its officers, agents and/or employees to abide by all the FAIR BOARD's 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. The rights and remedies of the County related to any breach of this Agreement by VENDOR shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

25. EXCLUSIVES: 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.
26. ATTORNEYS' FEES: In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
27. FORCE MAJEURE. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, terrorist act, pandemic, epidemic, declared state of emergency, public health emergency or other cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the FAIR BOARD. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
28. CASH REGISTER AND POINT OF SALE SYSTEM SPECIFICATIONS AND PROCEDURES:
  - A. For purposes of this Agreement, the term "register" mean battery operated or electronic cash registers, electronic point of sale systems, and other types of commercial registers that track and report sales.
  - B. Registers must have the ability to produce a consecutive Z-reading.
  - C. Registers must have the ability to take X-readings that will not alter the Z-totals.
  - D. Registers must have the ability to print receipts, X-reports and Z-reports.
  - E. Registers must print the correct date and time on X-reports and Z-reports.



- F. Registers must have a display that allows customers to view itemized and total charges.
- G. Registers must have a memory backup that records sales, such as a battery operated backup, cloud-based memory storage or similar.
- H. Register operators must be trained to use the register(s).
- I. VENDOR is required to offer receipts to customers.
- J. VENDOR must keep next to each register at all times a sign (provided by the FAIR BOARD) that reads "The FAIR BOARD requires that each customer will be offered a receipt at the time of sale."
- K. Registers must be kept visible from outside of stand.
- L. Prior to opening for business, VENDOR will provide the Vendor Coordinator an opening Z-reading for each register. This will clear the register of all charges and total balances from previous use. Make sure the register is programmed with current date and time. Ink ribbon in register, if applicable, must be kept at a readable level at all times.
- M. Using a register for all transactions is mandatory. VENDOR is not permitted to work from an open cash drawer. In the event that VENDOR does not use a cash register for any transaction, the VENDOR COORDINATOR will provide VENDOR a written warning for a first offense. For any additional offense, VENDOR shall pay the FAIR BOARD a **fine in the amount of \$100.00 per occurrence**. Payment of fines shall be provided to the VENDOR COORDINATOR no later than Sunday, July 18, 2021.
- N. Tampering or adjusting of non-re-settable "Z" counter, "Z" or electronic reading, or any other function of the cash register is strictly prohibited. In the event that the VENDOR COORDINATOR determines that VENDOR has tampered or adjusted the cash register in such manner, VENDOR shall pay the FAIR BOARD a **fine in the amount of \$500.00 per occurrence**. Payment of fines shall be provided to the VENDOR COORDINATOR no later than Sunday, July 18, 2021.
- O. Excessive use of the "No Sale" key will be construed as unrecorded sales and a factored amount shall be added to the daily sales.
- P. All cash registers must be in place and ready for inspection by 9:00 am on Wednesday, July 14, 2021. If VENDOR's register has not been inspected and



**PART 2**

29. VENDOR SCOPE: List and describe all products and services that will be provided, even those that will be provided at no charge. Food vendors must attach a complete food menu.

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30. BOOTH SPACE:

A. Identify the booth location desired.

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B. Each booth space will have access to an 110v outlet and water. Power and water may not be available in VENDOR's designated booth or directly behind it. It is advised that VENDOR brings a minimum of one 14-gauge 50ft extension cord and hose. The FAIR BOARD will provide VENDOR water at no additional charge.

C. For booths located outside, vendors must provide their own structures.

D. Circle the amount of electrical power needed to operate VENDOR's booth:

Standard 220 amp = \$50.00

Additional 50 amp= \$50.00

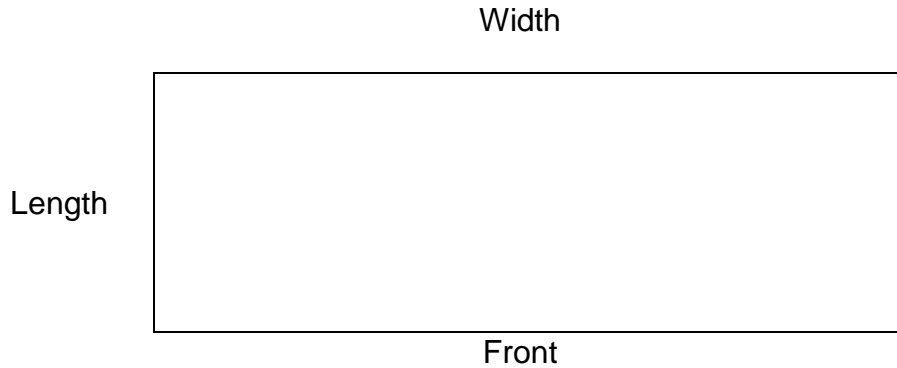
E. Provide the length and width of VENDOR's booth in feet.

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F. Attach a photograph of VENDOR's booth.

G. Will food or beverages be served from a trailer? (Circle one): YES NO

If YES, provide a sketch of the trailer, including the tongue and the side of where food or beverages will be sold and served from.



APPROVALS:

VENDOR

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Contact Name and Phone Number

\_\_\_\_\_  
Mailing Address (City, State and Zip)

Date: \_\_\_\_\_

COLUMBIA COUNTY, OREGON  
ACTING BY AND THROUGH ITS  
FAIR BOARD

By: \_\_\_\_\_  
Vendor Coordinator

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: Tiffany A. Johnson, 4/16/2021  
Office of County Counsel