



# Commercial Vendor Manual (Rules & Regulations)

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# 2024 Commercial Vendor Manual

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BENTON FRANKLIN FAIR August 20 - 24, 2024

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## PURPOSE AND SCOPE

The purpose of this Commercial Vendor Manual is to provide a clear understanding of the rules, policies and procedures in regard to Vendor operations during the annual Benton Franklin Fair and Rodeo.

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 Fair Office.

The Benton Franklin Fair 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 the Benton Franklin Fair requires that all contracts for use of the Fairgrounds be written between the Vendor and Benton Franklin Fair. The Benton Franklin Fair Association sets policy and procedures for 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 commercial-related invitees are clean, orderly and polite in their conduct and speech, and the assigned space is kept clean with no accumulation of trash, paper or other combustible material.

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

The Benton Franklin Fair 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 the Benton Franklin Fair authorizing the Vendor's activities. The Benton Franklin Fair reserves the right to cancel all contracts of any kind should the 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's booth shall be obtained by Vendor, at its expense, prior to picking up your welcome packet and tickets.

**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 Benton Franklin Fair. Contracts, spaces and related privileges are not transferable.

**CANCELLATION OF CONTRACT:** If this contract is canceled by Vendor for any reason, rental paid to the Benton Franklin Fair by Vendor shall be refunded as follows:

- |                  |                           |
|------------------|---------------------------|
| * Before March 1 | 100% of contracted amount |
| * Before July 1  | 50% of contracted amount  |

Any contract cancelled between July 1 and August 1 will be reviewed on a case-by-case basis to determine if any portion of the Vendor fee will be refunded. No refund will be made if cancellation is made after August 1. All requests for refunds must be made in writing and are subject to approval by the Fair.

**CANCELLATION OF CONTRACT: (CONT.)** The forfeited funds constitute liquidated damages for the direct and indirect costs incurred by the Benton Franklin Fair in organizing, setting up and providing a booth for Vendor and expenses caused by Vendor's withdrawal, including re-letting the space. Vendor agrees the Benton Franklin Fair's actual loss and damages for Vendor's default may be difficult to ascertain, that the Benton Franklin Fair'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:** The Benton Franklin Fair shall not be liable for any damage or expense incurred by the Vendor in the event the Fair is delayed, interrupted, or canceled. If the Fair is canceled for any reason, the Benton Franklin Fair may retain as much of the rental paid by Vendor as is necessary to cover expenses incurred by the Benton Franklin Fair.

**INDEMNIFICATION:** Vendor shall indemnify and hold harmless the Benton Franklin Fair, Benton County, 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 Liability/Insurance.

**SECURITY OF RENTAL:** Vendor hereby grants the Benton Franklin Fair 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, the Benton Franklin Fair 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 contract. The Benton Franklin Fair shall not be responsible for the deterioration or spoilage of any such property. The Benton Franklin Fair shall have the right to dispose of the security in a commercially reasonable manner. Any sale proceeds shall be retained by the Benton Franklin Fair 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 Benton County, Washington.

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

**ASSIGNMENT:** The Benton Franklin Fair 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 the Benton Franklin Fair.

**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 as 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 from 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 the Benton Franklin Fair and/or deletes any such items approved by the Benton Franklin Fair, it is a material breach of contract, and the Benton Franklin Fair 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 the Benton Franklin Fair. **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 a sling shot, sand club, or metal knuckles, or spring blade knife, or any knife or blade of which is automatically released by a spring mechanism or other mechanical device, or any knife having a blade which opens, or falls, or is ejected into a position by the force or gravity, or by an outward, downward, or centrifugal thrust or movement; (2) Furtively carries with intent to conceal any dagger, dirk, pistol, or other dangerous weapons (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 advanced approval. (Example: Pepsi, Maytag, etc.)

**UNLAWFUL BUSINESS PRACTICES:** The Benton Franklin Fair 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 the Benton Franklin Fair directs.

**SOLICITATIONS AND ADVERTISING:** Soliciting by Vendors is positively prohibited, except as authorized in advance in a written contract. All solicitations for sales, charitable contributions, or other purposes must be made from within the confines of an assigned booth or display area. All raffle and drawing prizes have to be given away during the course of the Fair and the winner must be recorded in the Benton Franklin Fair office before the Fair ends.

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 Aug. 1, will be accepted in the form of cash or credit card (Visa and Mastercard) only.

**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 Benton Franklin Fair as part of their contractual agreement. Temporary permits are available please contact the Department of Revenue at (800) 647-7706.

## CONCESSION HOURS OF OPERATION

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

Tuesday, August 20	10 a.m. - 11 p.m.
Wednesday, August 21	10 a.m. - 11 p.m.
Thursday, August 22	10 a.m. - 11 p.m.
Friday, August 23	10 a.m. - 11 p.m.
Saturday, August 24	10 a.m. - Midnight

**EVENING BUILDING CLOSURES** - Indoor Vendors should remain in the booth until the public is cleared from the building and the Building Superintendent has given you permission to leave.

## BOOTH STAFFING AND FEES

**STAFFING:** 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, excluding the hour of 9 a.m.-10 a.m. each day. **If your booth is closed during this time, the Fair will not be held accountable for any lost, stolen or vandalized items during this time.** No one is allowed to stay overnight in a booth. If any Vendor fails or refuses to abide by these rules, the Benton Franklin Fair reserves the right to terminate the contract and to take possession of the exhibit. In the event of a breach of contract, the Benton Franklin Fair will not return advance payments to the Vendor and may seek other remedies.

**TICKET OFFICE INFORMATION:** The Fair Office will be open on the following dates and times for your convenience for procuring admission and parking passes. You may also pre-order your tickets and pick them up at the times below:

August 12-16	8 a.m. - 5 p.m.
August 17-24	8 a.m. - 7 p.m.

**WILL-CALL PROCEDURES:** Will-call will be available for your convenience. Vendors must leave passes in an envelope at the Main Entrance "Will-Call" booth. Please write business name on the front, including contact name and cell number in case of questions.

**BOOTH SPACE FEES:** 50% payment will be due 15 days after contract is issued, remaining balance due no later than June. 1. Failure to submit both will result in booth termination.

**Pavilion (outside Tented Area): \$600 per 10 x 10 space**

**Building 2 (Inside): \$600 per 10 x 10 space**

**Makers Market (outside): \$250 per 10 x 10 space**

**Grounds \$ TDB per location and size**

**GATE ADMISSION/PARKING FEES:** The Benton Franklin Fair will provide to Vendor, at no charge, admission and parking passes based on the following:

10 daily passes per 10 x 10 space rented.

10 daily parking passes per 10 x 10 space rented.

Additional passes may be purchased at the reduced rates indicated below (form included in packet). All passes will be packaged and available for pick-up at the Fair office Mon., Aug. 12 through Mon., Aug. 19, 2024.

Daily Admission Passes	\$10 each
Season Admission Passes	\$35 each (limit 4)
Season Parking Passes	\$35 each (limit 4)
Daily Parking Passes	\$12

Any attempt on the part of the Vendor to sell, exchange, barter or gift any privilege of admission or parking passes issued by the Benton Franklin Fair 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.

Vendor passes are only available at the Fair Office and will NOT be mailed.

Vendor Manager is responsible for obtaining or purchasing admission/parking passes for employees. Individual employees will not be allowed to purchase passes from the Fair Ticket Office.

Lost or stolen passes will **NOT** be replaced under any circumstances.

Purchase of additional passes after August 1, will not be permitted by check. After Aug. 1 payments will only be accepted in the form of cash or approved credit card (Visa or Mastercard) only.

## BOOTH LIMITATIONS, SET-UP AND RESTOCKING

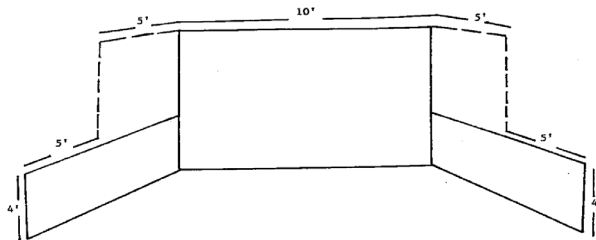
The booth is to be used solely by the Vendor and no portion shall be sublet or assigned without prior written permission by the Benton Franklin Fair. Vendor recognizes that it is a tenant of the booth, and thus should Vendor not enter into a lease with the Benton Franklin Fair, subsequent fairs, Vendor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

**COMMERCIAL OUTSIDE SPACES:** Space sizes are outlined on each included contract. (Also refer to Advertising Materials and Signs). Canopy provided for all Vendors located in the Pavilion. Vendors not located in the Pavilion will be responsible for providing their own tent. Tents must be in proper working condition and of standard size and shape. No tarp tents will be allowed. All tents will need pre-approval by the Vendor committee, if the tent does not meet our requirements, you will be referred to our decorator. If you do not have a tent and would like to rent from our decorator, please call the office for contact information. A \$40 electrical fee will be charged to all Vendors and we will provide lighting in your booth.

### EXHIBIT BOOTH DETAILS

1. Exhibit may not obstruct a neighbor's booth space above 4' high on either side, per diagram.
2. Each booth space will be in increments of 10' by 10', 10' deep by 10' wide, for example.
3. Each exhibit may extend out from the booth back wall no more than 5' out on each side. Exhibits may not obstruct a neighboring exhibit above the 4' sidewall, past 5' feet from the back sidewall.
4. There may be no exhibit which exceeds the height of 8' overall. This would include any built-up portion of an exhibit, a piece of merchandise, or company name and/or signage.

### 10' x 10' Diagram



**SET-UP & RESTOCKING:** Prior to Fair, Vendors may commence installation of exhibits starting Sun., Aug. 19. Buildings and grounds are open from 8 a.m. to 8 p.m. Vendors with outside booth space who want to set-up prior to Sun., Aug. 19, must have prior approval.

**RESTOCKING HOURS:** NO later than 9:30 a.m., Aug. 20-24. If the need to restock items during Fair hours arises, please use the Carnival Gate; a shuttle will be available.

**SET-UP COMPLETION:** Set-up must be completed no later than 9 a.m. Tue., Aug. 20, the opening day of Fair. If a Vendor is not completely set-up by 9 a.m., the Vendor will be in breach of this 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

**SET-UP COMPLETION: (CONT.)** installation of their booth during the hours the Fair is open to the public. Please keep in mind that the Fair officially opens at 10 a.m. and that is when you are not required to be open. The gates will be open for early birds as early as 9 a.m. The Benton Franklin Fair is not responsible for loss or damage of merchandise. You are welcome to open for business at 9 a.m.

Unless agreed to in writing with the Benton Franklin Fair, Vendor shall forfeit the booth and all paid rentals, and shall pay any rent balance owing to the Benton Franklin Fair, for failure to have its exhibit completed by the opening of the Fair at 9 a.m. Tue., Aug. 20. Vendor agrees the Benton Franklin Fair actual loss and damage for Vendor's default may be difficult to ascertain, that Benton Franklin Fair 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, the Benton Franklin Fair 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. The Vendor is also responsible for any expenses incurred for service people hired in connection with the commercial booth. Any special arrangements for cleaning or services must be made with Fair Management.

**DECORATOR SERVICES:** The Benton Franklin Fair has retained the services of Grand Event Rentals as its supplier during the fair. The Benton Franklin Fair does not provide tables, chairs, booth carpet, etc. Please feel free to call Senior Production directly to order those items. 425-462-7368.

**LAST DAY OF FAIR RELEASE:** All Vendor materials must remain in place the entire length of the Fair. NO VENDOR IS PERMITTED TO REMOVE ITS DISPLAY PRIOR TO 1 a.m. or before the crowds have cleared Sun., Aug. 25.

**Vendors will be allowed to remove items from their allotted space(s) after all pedestrian traffic is reduced to a safe number.** All Vendor materials must be removed by 5:00 p.m. Sun. Aug. 25.

## BOOTH OPERATIONS REQUIREMENTS

The Benton Franklin Fair reserves the right to restrict or remove Vendor and its exhibit from the fairgrounds without refund if any representations made by Vendor in this manual and agreement are false or if Vendor's exhibit is deemed, by the Benton Franklin Fair, unsuitable or objectionable conduct, distribution and/or display of offensive matter.

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

**USE OF BENTON FRANKLIN FAIR ARTWORK/LOGO:** Original artwork and/or logo designs created for the Benton Franklin Fair are developed for your use. You do not need special permission to use this artwork and we encourage you to use it in your booth. Artwork/Logo available at [www.bentonfranklinfair.com](http://www.bentonfranklinfair.com).

**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 includes telephone number and address for patrons to contact, must be available upon request.

**SOUND DEVICES:** No sound devices (iPods, tape recorders, televisions, 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 the Fair Management. Approval may be revoked at any time if the noise level is objectionable in the judgment of the 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 heavy plastic or glass enclosure to prevent dust or other material from being distributed on other Vendor booths 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 Vendors. Vendor shall not affix to surfaces of the facility any advertisements, signs, etc., nor shall they use Scotch tape, masking tape or any other adhesive-type material on any portion of the facility.

**FREE DRAWING:** Free drawings must be approved by the Fair Management in advance. Free drawings must be conducted within assigned space. In addition to any condition 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.
2. All patrons are eligible to participate in the drawing. Employees and the 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 9 p.m. on the last day of 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. 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 the Fair Management. Please list all items to be given away on your application.

**VENDORS SHALL NOT ENGAGE IN ANY RAFFLE, CHANCE DRAWING, LOTTERY OR OTHER GAME OF CHANCE WITHOUT PRIOR CONSENT OF THE BENTON FRANKLIN FAIR 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 Benton Franklin Fair 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:** Are not accepted.

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

## DELIVERIES AND STORAGE

**DELIVERIES:** Management is not responsible for lost or stolen packages. All deliveries will be accepted at Main Fair Office.

1. **PRE-FAIR** - When shipping products to the fairgrounds, it is the Vendor's responsibility to instruct the cartage company to hold delivery until specific move-in days for your space.
2. **DURING FAIR** - All deliveries will be stored at the Main Fair Office. Please check in everyday to pick up your packages: you will be responsible for transporting them to your booth.
3. **C.O.D FREIGHT** - Vendors receiving C.O.D packages must make arrangements with the Fair Office prior to delivery if they are unable to be present. The Benton Franklin Fair is not responsible for any lost or stolen packages or monies.

## VEHICLES, PARKING AND TRAFFIC PROCEDURES

**GENERAL PARKING:** Parking for Vendors and their employees is available in 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 supply their exhibits. Unauthorized vehicles parking on the grounds after restocking hours (8:30 a.m. daily) or vehicles not displaying the proper parking passes will be towed.

**SERVICE/STOCK VEHICLES:** Vendors with stock/service vehicles will be allowed through the designated service entrance starting at 6 a.m. through 8:30 a.m.

**SCOOTERS/GOLF CARTS:** All vehicles must be approved by the Fair Office and have a general liability waiver filled out and filed in the Fair office.

**END OF FAIR MOVE OUT:** During the final evening of the Fair, vehicles will not be allowed inside the entrance gates into the fairgrounds until it has been determined safe to do so by staff.

**RV PARKING:** A limited number of RV spaces with electrical and water hookups are available. RV spaces require pre-registration and are located in designated spots only. Please have your registration and fees in by June 15, to be considered for camping. Any camping registrations received after June 15, will be considered if available.

**CAMPING -** Due June 15 - Any spaces after this date are subject to availability.  
\$200

**SEWER -** May be purchased ahead of time or during Fair for \$20 for first or individual, \$10 additional. Please affix sewer pump card on camper where it is visible to pump truck driver the night before your requested pump out. No refunds will be given for lost, stolen or unused sewer pumps.

**SKATEBOARDS, ETC:** NO skateboards, roller skates, roller blades, bicycles, scooters, motorcycles, golf carts or any other recreational vehicles are allowed on the grounds.

## EMERGENCIES AND SECURITY

**EMERGENCY OR INCIDENT REPORTING PROCEDURES:** The Benton Franklin 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 Fair Office must be filled out by Vendor that observes any of the follow: injury or accident to a person or property, verbal threats, violence, theft, fire or hazardous condition of any kind.

**EMERGENCY OR INCIDENT REPORTING PROCEDURES:** Vendors should acquaint themselves with the location of fire extinguishers, first aid and the Fair Office. Good judgment is essential in any emergency. Remember that all incident reports must be filed with the Fair Office.

**BUILDING AND GROUNDS SECURITY:** Building 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 8 a.m. daily for restocking. Only Vendors are admitted into buildings in which their space is located before 9 a.m.

While the Benton Franklin Fair provides 24-hour security, the Benton Franklin Fair and Benton County 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

**LIABILITY/INSURANCE:** The Benton Franklin Fair will automatically obtain insurance for you in the coverage of one million (\$1,000,000) general liability rider. The cost is \$100 that will be applied directly to the Vendor.

### **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 booths.
3. Vendor shall not bring onto the facility any material, substance, equipment, or object which, in the judgement of the Benton Franklin Fair 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. The Benton Franklin Fair shall have the right to refuse to allow such material, substance, equipment, or object to be brought onto the grounds and the further right to require immediate removal.
4. Vendor agrees to reimburse the Benton Franklin Fair for any loss, damage, or expenses, including attorney fees, incurred by the Benton Franklin Fair 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 handling food in any manner, to contact the Benton Franklin 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 Department rules and regulations.

Benton Franklin Health Department - (509) 460-4200 (ask for a food safety specialist).

Itinerant permits to operate a food booth must be purchased one (1) week prior to the Benton Franklin Fair. 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: [www.bfhd.wa.gov](http://www.bfhd.wa.gov).

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 both 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 dirty water and discard in a sanitary manner (such as specially marked sewer drain areas), not in flower beds and grass.
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 (5 days) is available from the Benton Franklin Health Department - contact information stated above.

**FOOD GIVEAWAYS AND DEMONSTRATIONS:** The Benton Franklin 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 advanced 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.

## FIRE AND SAFETY REQUIREMENTS

Fair Management requires all Vendors to comply with all rules and regulations of the Kennewick 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 Kennewick Fire Department’s rules and regulations. Kennewick Fire Marshal’s Office (509) 585-1303.

Any Vendor that fails to comply with requirements of the International Fire Code of this section will be subject to immediate closure.

**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 to unless it is made of flame-retardant treatment. 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 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 ventilating hood and duct system. Such equipment shall be protected by and be 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 cooking media and the deep fryer appliance is not rated as high efficiency.

**DOORS AND EXITS** - Doors to all buildings on the Fairgrounds are under control of the 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 be vented to the outside air by means of a vent which is at least 12 inches from all portions of the tent.

**CONCESSIONS 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 required.

## ELECTRICAL

Fair Management requires that all Vendors be in compliance with the Washington State Department of Labor and Industries 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 Vendor Coordinator at (509) 619-6260. All modifications and any additional electrical services will be at Vendor’s expense and must be approved in advance by Fair Management.

**ELECTRICAL & PLUMBING:** Any special requirements for electrical or plumbing needs must be approved by the Fair Management. 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 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:
  - Each extension cord shall be plugged directly into an approved receptacle and shall, except for approved extensions cords, serve only one appliance or fixture. The current capacity of the cord shall not be LES rated capacity of the appliance or fixture.
  - The extension cord must be maintained in good condition without splices, deterioration, or damage.
  - The extension cord must be of the grounded type.
  - INSTALLATION - Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings, floors, under doors or flooring coverings, and not be subject to environmental damage or physical impact. IFC Section 605.
  - 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.
  - Extension cords must not cross aisles.

**ENFORCEMENT** - Users of Fair property shall comply with City Code requirements. Any Vendor that fails to comply with the above shall be subjected 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 fire hazard. IFC Section 605.

## COMMERCIAL VENDOR VIOLATIONS NOTICES

The Benton Franklin Fair Management will use “Violation Notices” to inform Commercial Vendors of occurrences that are not in accordance with the Rules and Regulations established in the Vendor Manual issued to all Commercial Vendors.

It is Fair Management’s philosophy that the use of written notification given to the offending Vendor in a timely manner offers the following benefits:

- Provides the Vendor the opportunity to take corrective measures.
- Defines the offense in exact terms instead of the vagueness that sometimes accompanies verbal descriptions.
- Provides the opportunity for verbal dialogue with Management regarding reasonable corrections.
- Enhances the long-term relationship between the Fair Management and the Vendor.

Violations are divided into three “levels” depending on the seriousness/repetitiveness of the particular offense. While it is virtually impossible to anticipate and list all potential infractions, an effort is made here to cite examples of the various levels in order to provide an understanding of the concept for the Vendor. Severe violations may cause finding of Level III or termination of contract.

### **LEVEL I**

Examples of infractions that may cause an issuance of a Level I Violation Notice include:

- Failure to move signage when asked.
- Cleanliness.
- Animals in booth.

### **LEVEL II**

Example of infractions that any cause an issuance of Level II Violation Notice include:

- Repeated Level I violation.
- Failure to have booth open on time.
- Failure to have booth manned during Fair hours.

### **LEVEL III**

Example of infractions that may cause an issuance of a Level III Violation Notice include:

- Illegal behavior
- Failure to cooperate with Fair Management and Staff.
- Failure to abide by the rules outlined in this manual.

NOTE: It is important to note, as stated previously, that the above examples are given to assist Vendors in understanding Fair Management’s Philosophy and views of the types of offenses that create the issuance of a Violation Notice. In no instance are the examples listed above to be interpreted as the complete list, nor are they intended to be rigid in their enforcement. It is Management’s opinion that, due to the many variables and contributing factors, each instance must be decided independently based on the facts available.

## MISCELLANEOUS

- A. **ANIMALS**: No dogs or other pets are allowed on the Fairgrounds except those pre-entered into exhibit competitions.
- B. **ALCOHOLIC BEVERAGES/ILLEGAL SUBSTANCES**: Vendor shall not consume any alcoholic beverages nor use illegal substances at the Fairgrounds (including the parking lot). Violation of this section will be grounds for immediate termination of this Agreement (including forfeiture of all monies paid and owing). Additionally, those persons violating this policy will be asked to immediately leave the Fairgrounds.
- C. **PHOTOS/VIDEO**: The Benton Franklin Fair reserves the right to photograph and video any Vendor exhibit and products while Vendor is participating at the Benton Franklin Fair. All Such photographic and video material shall become the sole ownership and contain all rights to use of the Benton Franklin Fair, and Vendor hereby waives any rights of use, royalty, or other intellectual property rights related to the media or its future use by the Benton Franklin Fair.
- D. **NO SMOKING**: Smoking is strictly prohibited in all buildings including the livestock barn areas, inside any food concessions spaces and grandstand areas or within 25 ft. of a doorway, window capable of opening, or ventilation system air intake.
- E. **ADDRESS AND TELEPHONE NUMBER CHANGES**: Vendors must immediately notify the Benton Franklin Fair of any address or telephone number changes. Fair Management will not be responsible for loss of any correspondence or contracts due to non-notification.
- F. **RUNNING OF ENGINES**: Oil or gasoline engines shall not be operated within any of the fairgrounds' buildings unless prior written consent is obtained from the Benton Franklin Fair. If consent is obtained, equipment shall have a drip pan and/or protective material under to safeguard the floor from dirt, oil stains, etc.
- G. **LANDSCAPED AREAS**: All landscaped areas shall have a barrier under them to safeguard the floor.
- H. **RETURNED CHECKS**: A \$35 fee will be charged on all checks returned by the Bank. 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.
- I. **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.
- J. **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 Benton Franklin Fair. Vendors are encouraged to notify the Fair Management if they are approached by anyone asking for free or discounted merchandise or food.
- K. **FORKLIFT SERVICES**: The Benton Franklin Fair is not obligated to provide Vendors with forklift service but will attempt to assist with reasonable requests.

- L. **RELEASE/DISCLOSURE**: Vendor irrevocably consents to and authorizes the Benton Franklin Fair the use by the Benton Franklin Fair or anyone authorized by the Benton Franklin Fair of my name, likeness, voice, picture, video, business address, business telephone and electronic address for any business purpose. The Benton Franklin Fair does not release this information for profit or sale. We further disclose that all requests for Vendor information are screened by the Benton Franklin Fair staff for accuracy and privacy purposes.
- M. **LOCAL SALES TAX RATE**: The sales tax rate for transactions at the Benton County Fairgrounds is .086 (8.6%). Any notice of tax rate changes will be mailed to Vendors.
- N. **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 Contact. In compliance with the 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 agreement.
- O. **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.
- P. **CAPTIONS** - Captions and paragraph heading used herein are for convenience only and not a part of this Contract and do not limit or alter any provisions hereof and are not relevant in construing this Contract.
- Q. **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.