



# CONCESSION HANDBOOK

## THE IMPORTANCE OF THIS HANDBOOK

*This entire Handbook becomes a legal part of the Concessionaire License by reference. It is the Concessionaire's responsibility to ensure that anyone working in the concession stand is familiar with the following rules, conditions, provisions, and information. It is highly recommended that returning concessionaires read this Handbook very carefully as there are revisions and new information.*

## **APPLICATION**

All potential concessionaires, returning or new, must fill out an application to be considered for concessionaire space at the Washington County Fair. The application can be found on the website [www.bigfairfun.com](http://www.bigfairfun.com).

## **MENU**

Applications must include the full menu, including prices, and is subject to approval by the Fair, which reserves the right to add, delete, or modify the menu items and prices.

## **SELECTION PROCESS**

The number of new Food Concession Applications received each year is always greater than the space available since there is a very high return rate with concessionaires. Unfortunately, this means that not all applicants will receive a Concession License.

New applications are selected based on the following criteria:

- Uniqueness of the menu with lack of duplication with current concessionaires.
- Appearance of the Food Concession Stand in the color photos submitted with the application.
- Availability of space.
- Prior experience or written recommendations.

## **CONCESSION LICENSE**

A Concession License, signed by the concessionaire and the Washington County Fair, is required to do business at the Washington County Fair. The Concession License is not binding upon Washington County or the Fair until it has been duly accepted and signed by the Fair's authorized agent, and payment is received per the terms of the License.

## **COMMISSION RATES**

Concessionaires pay a guaranteed deposit of a minimum of \$600, and depending on the approved menu, a commission rate between 25-30% on all gross sales. The deposit amount will be applied as a credit toward commission payments. A Point-of-Sale System is required, and sales are subject to the Fair's Food Vendor Auditing Program. Sales are reported daily. Wi-Fi access is not available at the Fair.

## **GOVERNING LAW, VENUE, ATTORNEY FEE, WAIVER**

The laws of the State of Oregon shall govern the Concession License without regard to principles or conflicts of law. Any action commenced in connection with the Concession License shall be in the Circuit Court of Washington County; provided however, if an action is brought in a federal forum, then it shall be brought and conducted solely within the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees for any claim, action suit or proceeding, including any appeal. All rights and remedies of the Fair shall be cumulative and may be exercised successfully or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the Fair according to law.

## **COMPLIANCE WITH LAWS.**

Concessionaires shall comply with all applicable Federal, State, and local laws, rules, and regulations. ORS 279B.220 through 279B.235 (Public Contacts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements.

## **COUNTY FAIR STANDARDS**

Concessionaires are reminded that this is a County Fair and shall adjust its business practices accordingly to meet the family friendly standards of a County Fair. All work shall be performed in a professional and family friendly manner unless the means or methods of performing a task are specified elsewhere in the Concession License. Concessionaires shall employ methods and are generally accepted and used in the Fair industry, in accordance with industry standards and best practices. The Fair's authorized representative shall review actions by concessionaires to make sure concessionaires are providing the services agreed to in the Concession License.

Concessionaire will conduct its business in a quiet, orderly manner, keep the space neat and clean, deposit all rubbish, garbage, tin cans, paper, etc., in the garbage receptacles provided, and will keep the grounds in front and behind the concession stand free from rubbish. Dumping of grease in storm drains is prohibited.

The Fair shall have access to the Concessionaire's premises at all times.

The Fair reserves the right to audit gross sales at any time without notice.

The Concession License does not confer any right to any specific location or space. The Fair has the exclusive authority to assign or reassign locations. Concessionaire shall operate only at the assigned location.

All wiring and plumbing shall be performed by the Fair.

Each food concessionaire (where cooking is conducted) shall provide and maintain a 40BC rated fire extinguisher. All concession employees must be familiar with the location and proper use of fire extinguishers.

All concessionaires shall supply their own condiments and paper supplies.

All deliveries by vehicles shall be completed 30 minutes prior to gate opening. Vehicles remaining on the grounds after the designated time are subject to towing at the owner's expense.

Neither weather nor obstruction by weather, crowds, or other causes, shall impact the concession license. The Fair in no way guarantees or assures that the sidewalks, paths, streets, aisles, or passageways will be free of obstruction.

The concessionaire shall not assign or sublet the concession stand, or any part thereof, without the written consent of the Fair.

Concessionaire shall not discriminate in the provision of goods, services, employment, or any other manner based on sex, race, color, creed, marital status, age, national origin, or disability.

The Fair makes no representation whatsoever regarding the conditions of the fairgrounds or the assigned space including its fitness for any particular purpose.

**The use of Styrofoam or other non-biodegradable, non-recyclable containers are prohibited.**

Concessionaire shall not dismantle or remove any portion of its food stand before the Fair closes on the final day.

### **INDEPENDENT CONTRACTOR**

Concessionaire in carrying out the services to be provided under a Concession License is acting as an "independent contractor" and is not an employee of the Fair Board or Washington County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under the Concession License. As an "independent contractor," Concessionaires will not receive any benefits normally accruing to Washington County employees.

## **INDEMNIFICATION**

Concessionaire shall defend, indemnify, and hold harmless, Washington County, its officers (including the Fair Board), and Washington County employees, and agents from any and all claims, damages, losses, and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Concessionaire, including its employees and agents, actions or failure to act pursuant to the Concession License.

## **INSURANCE**

The Concessionaire shall secure, at its sole expense, comprehensive general liability insurance covering personal injury and property damage with at least \$1,000,000 limit per occurrence and \$2,000,000 in aggregate. This insurance includes contractual liability coverage for the indemnity provided under the Concession License; and Washington County, Washington County Fair Board, their agents, officers, elected officials, employees, and volunteers must be named as additional insured with respect to Concessionaire's services to be provided under the Concession License. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

All Concessionaires who drive vehicles to the Fair shall provide proof of Automobile liability insurance for Bodily Injury and Property Damage for Contractor's vehicles per Oregon State law, whether owned, hired, or non-owned.

If you are driving onto the Washington County Fairgrounds with a trailer or business/commercial vehicle you will be required to provide proof of Automobile liability insurance for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned:

- Automobile liability insurance with a minimum of \$100,000/\$300,000 for Bodily Injury and \$25,000 Property Damage for Contractor's vehicles whether owned, hired, or non-owned; or
- Automobile liability insurance of a combined single limit per accident, or the equivalent of not less than \$1,000,000.

**Concessionaires are required to show proof of Auto Liability Insurance. Please Note: ID Cards are not valid proof of insurance.**

## **WORKER'S COMPENSATION**

The Concessionaire shall comply with ORS 656.017 for all employees who work in the State of Oregon. Unless otherwise exempt, Concessionaire shall provide the Fair with certification of Worker's Compensation Insurance, with the employer's liability in the minimum amount of \$1,000,000.

## **PAYMENTS**

All concession fees are due within ten (10) business days of issuance of the Concession License. Payments not received by the due date shall be subject to cancellation. Visa and MasterCard credit or debit cards are the only types of payments accepted.

## **CANCELLATION/REFUNDS**

Concessionaires cancelling space once payment has been made will forfeit any amount paid.

In the event the Concessionaire fails to comply with the terms and conditions of the Concession License, all payments for concessionaire space shall be deemed earned and nonrefundable by the Washington County Fair and the Fair shall have the right to occupy the space in any manner in the best interest of the Fair without further notice to the Concessionaire. In the event the Washington County Fair is cancelled by Fair Management, or any state or local agency, all space fees shall be refunded.

## **TENTS/CANOPIES**

Tents and canopies of any kind are not permitted inside the Wingspan Event & Conference Center (Wingspan).

All non-trailer Food Concession space must use a 20'x20' canopy that is open on at least three sides. Canopies must be procured from the Washington County Fair's exclusive provider, All Star Tents and Rentals, 503-585-9408, [infor@allstartents.com](mailto:infor@allstartents.com). No outside providers or vendor owned tents or canopies are allowed.

## **FOOD TRAILER CONCESSION STANDS**

Concession stands operated out of a trailer will be required to provide the exact measurements, including tongue, awnings, counters, etc., on the application. All Trailer Concession Stands must have a Food Service/Sales counter out in front of the trailer. Cooking occurs in the trailer, but the sales and service must occur at the counter out front. It is very important that you detail the exact space needed for the entire concession operation, including prep and storage space as space is very limited.

## **SODA, WATERS, AND ENERGY DRINKS**

There is no soft drink exclusivity. Concessionaires may source their own soft drinks, energy drinks, and bottled water. The price of bottled water cannot exceed \$3.00 per bottle.

## **SIGNAGE**

All concession signage must be professionally produced and include as a minimum, the name of the concession stand, menu, and pricing. ***Handwritten or homemade signage of any type are not allowed.***

## **CREDIT/DEBT CARDS**

All concession stands are required to accept credit/debit cards. Concessionaires may not charge an additional fee to customers who choose to use a credit/debit card. Concessionaires may at their own discretion, require a minimum of sale of \$10.00 as a condition of credit/debit card acceptance. This requirement must be clearly posted.

## **GUESTS/PETS**

Concessionaire shall not be accompanied by guests/pets unless it is an approved part of the Concession License.

## **ELECTRICAL SERVICE**

One (1) 20-amp outlet is provided for each concession stand. GFCI protection is required for all 120V 20-amp receptacle as specified in 2005 NEC 210.88, and is to be provided by the concessionaire. Concessionaires are also required to provide all cords needed, and they must be in good working condition. All End Caps must be in place. The hardwiring of cords will not be allowed. The Fair reserves the right to refuse to hook up any concessionaire. All electrical equipment will be inspected by the Fair's licensed electrician and must meet all current electrical code requirements.

The first 20-amp outlet comes with each concession space, and **any extra electrical needs must be requested in advance**. Each additional 120 V 20-amp circuit costs \$125.00 each. There are a very limited number of 50-amp 240V 4-wire outlets available, and they must also be requested in advance at a cost of \$175.00 per outlet. All electrical prices are outlined in the application. Electrical Fees must be paid at the same time Concession License fees are paid.

Extension cords may be used only within the guidelines established by the Washington County Fire Department office.

## **WATER/GREY WATER SERVICES**

Water/grey water service is limited. Water/grey water service must be **ordered and paid in advance** at a cost of \$75.00 per water/grey water service hook-up.

## **INTERNET/PHONE**

Telephone Services are not available. Complimentary Wi-Fi is available in the Wingspan only. WASHCO-Public or Wingspan Guest are the names of the two networks. These networks are not password protected. Concessionaires should bring their own Hotspot or cellular device to use a POS system that needs internet access.

## **ATM**

Multiple ATM's will be available to patrons during the Fair both indoors and outdoors.

## **HOURS OF OPERATION**

All concession stands are required to be open for business and staffed at all times during open hours of the Fair. Concessionaires found to have left their stand unattended may be subject to termination of their Concession License without refund and will not be considered for concession space in future years. It is recommended that staff arrive on-site at least 30 minutes prior to the public opening each day to ensure that the stand is staffed as required.

## **2024 WASHINGTON COUNTY FAIR HOURS**

Opening Day, Friday, July 19:	5 p.m. – 12 a.m.
Saturday, July 20 & Sunday, July 21:	10 a.m. – 12 p.m.
Monday, July 22 through Friday, July 26:	5 p.m. – 12 a.m.
Saturday, July 27 & Sunday, July 28:	10 a.m. – 12 p.m.

## **HOURS ARE SUBJECT TO CHANGE AT ANY TIME FOR ANY REASON**

The Fair closes at Midnight. All sales are to be completed and concession stands are to be closed at Midnight. The Washington County Sheriff's Department & Hillsboro P.D. will help the Fair attendees exit the fairground every night. Concession stands open past midnight may be subject to termination of their Concession License without refund and will not be considered for space in future years.

## **MOVE-IN DAYS**

Concessionaires may begin move-in starting Sunday, July 14 at 10 a.m. Concessionaires must coordinate move-in days and time with the Fair at least one week prior to move-in. Move-in must be complete by Wednesday, July 17 at 8 pm.



## **PARKING**

The Fair offers concessionaires the opportunity to park in a lot closest to the food court and RV park which is reserved exclusively for concessionaires and their workers. Space is limited and is available daily on a first-come first-serve basis. Once this lot is full, concessionaires and their workers will park in regular grass public parking lots. Each Concession License comes with one (1) Season Concession Parking Pass or ten (10) individual daily parking passes. Additional parking passes are available at a discounted rate of \$6.00 per daily parking pass.

## **RV PARK/CAMPING**

There is a limited number of RV spaces available to concessionaires during the Fair. This includes 14 spaces that each have a water hookup and 50 amp power at \$600 each, and 16 dry lot spaces at \$300 each. Concessionaires with approved reservations in the RV Park must pay RV fees at the same time the Concession License fees are paid. **NO TENT CAMPING IS ALLOWED.**

## **ADMISSION**

Admission to the Fair is free every day. Concessionaires will be issued wristbands for their staff that must be worn to access the fairgrounds. Concessionaires must use the Concessionaire Entrance Gate to enter and exit. Concessionaires nor their employees will not be permitted to remain on grounds overnight.

## **CONCESSIONAIRE MOVE-OUT**

Concessionaires may begin dismantling booths after midnight on the last night of the Fair. However, vehicles will not be allowed on the grounds until after the fair has closed and patrons have safely evacuated the property. All concession stands and equipment must be removed from the Fairgrounds by 5 p.m. on the Monday following the last day of the Fair. Security personnel will be on duty until 7am Monday morning. During move-out, concessionaires will be expected to remove all trash and debris from their area and place it in the appropriate trash or recycle containers provided by the Fair. Any articles or materials not removed from grounds will become the sole property of the Washington County Fair. The Fair reserves the right to dispose of such property in any manner it may deem in the best interest of the Fair.

## **GOLF CARTS & UTILITY VEHICLES**

Concessionaires are prohibited from using Golf Carts or Utility Vehicles on the property during open hours.

## **FIRE INSPECTIONS**

Concession stands and equipment are subject to the inspection of the City of Hillsboro Fire Department who may demand removal of unsafe items. Questions concerning the flame resistance of materials should be referred to the City of Hillsboro Fire Department Office (phone: 503-681-6166).

## **SECURITY**

Security personnel will be on duty during all open hours of the Fair. Washington County Fair will exercise all reasonable diligence in protecting property of concessionaires but will not be responsible for articles lost by fire, vandalism, or theft.

## **ACCIDENTS & INJURIES**

In the event of an accident or injury, notify the Concessionaire Manager immediately. On-site medical technicians will be summoned to the area. For life threatening situations dial 911.

## **SMOKING PROHIBITION**

The Fair is a Smoke-Free event and excludes E-Cigarettes/Vaping. Further, the Fairgrounds is owned and operated by Washington County. All County owned property prohibits smoking and vaping.

## **RAIN POLICY**

Washington County Fair cannot control the weather. In the event of rain, the Fair will make reasonable effort to prevent water from pooling. All concessionaires should be aware that in Oregon, there is a very strong chance of having rain at some point during the Fair. There will be no refunds and all concession stands will be expected to remain open should it rain.

## **SOUND & PUBLIC ADDRESS**

Sound devices, including but not limited to PA systems, musical instruments, and radios, are subject to approval of the Washington County Fair and, if allowed, must be controlled so as not to interfere with others. The privilege for use of such sound devices may be revoked at any time.

## **CUSTOMER SERVICE**

The Washington County Fair provides a Customer Service Booth available to both Concessionaires and Fairgoers. It is the Washington County Fair's expectation to maintain clean facilities, neat grounds and be respectful of fairgoers. It is expected that concessionaires provide the same level of service and respect to fairgoers as well as fellow concessionaires.

## **ADVERTISING, CANVASSING, AND SOLICITING**

Placing advertising material on or in automobiles on the Fairgrounds property is strictly prohibited. Canvassing, polling, signature gathering, or sales by a non-licensed concessionaires are not allowed. Advertising of candidates for office may take place only in space rented for that purpose.

## **NON-COMPLIANCE ACTIVITIES**

Upon a determination by the Fair that the Concessionaire has violated any of the terms of the Concession License, including the rules of the Fair or any law, the Fair may immediately order cessation of all activities by the Concessionaire. The Concessionaire shall be provided with an opportunity, at a time set by the Fair, but not later than 24 hours after the notice of violation, to respond. The Fair may rescind the order or declare the license revoked and immediately terminate all privileges granted by the Concession License. If revoked for cause, the Concessionaire shall not be entitled to any refund of fees paid or due. Such termination may also be grounds for denying issuance of a Concession License in the future. Upon refusal to comply with an order to cease and vacate, the Fair may direct the dismantling and removal of the concession at the expense of the Concessionaire.

## **PROTEST PROCEDURES**

Any protest of Washington County Fair actions regarding noncompliance procedures must be in writing, delivered in person or by certified mail to the Washington County Fair Concessionaire Manager within three (3) business days of occurrence, and must make reference to the specific law, rule, regulation or practice upon which the protest is based.

The Concession Manager will respond in writing within two (2) business days of receipt of protest.

If satisfaction is not achieved, concessionaire may protest using the same procedure as above, to the Washington County Fair Manager. The Washington County Fair Manager will respond within two (2) business days of receipt of protest. The decision of the Washington County Fair Manager shall be final.

If a protest occurs during the operation of the Washington County Fair, or within one (1) week prior to the commencement of the Washington County Fair, time is of the essence. Written protests received within three (3) calendar days of occurrence will go directly to the Washington County Fair Manager, who will respond within two (2) calendar days of receipt of protest.

The decision of the Washington County Fair Manager shall be final.