

Columbia County Fair Board
Revised Vendor Terms and Conditions
2023 Columbia County Fair and Rodeo

These terms and conditions apply to all Vendors approved to participate in the 2023 Columbia County Fair and Rodeo.

1. Definitions

- A. **Agreement** means the agreement consisting of the Vendor Application, the written approval from the Fair and these terms and conditions.
- B. **Application** means the Vendor Application, which has been approved by the Fair Board.
- C. **Fair** means the 2023 Columbia County Fair and Rodeo, which is scheduled for July 19 – 23, 2023.
- D. **Fair Board** means the Columbia County Fair Board.
- E. **Fairgrounds** means the Columbia County Fairgrounds located at 58892 Saulser Road, St Helens, Oregon 97051.
- F. **Register** means any battery operated or electronic cash registers, electronic point of sale systems, and other types of hardware or software used to track and report sales.
- G. **Vendor** means the person or business listed under Vendor Information on a Vendor Application, which has been approved by the Fair Board. The Fair has three categories of Vendors:
 - i. **Commercial Vendor** means a Vendor that sells, promotes, displays or provides information for fairgoers that is neither food Vendor nor a special attraction Vendor.
 - ii. **Food Vendor** means a Vendor that serves food or beverages.
 - iii. **Special Attraction Vendor** means a Vendor that provides activities for fairgoer participation.
 - iv. **Non-Profit Vendor** means an organization exempt from taxation under 26 USC 501(c)(3) or similar groups organized and operated exclusively for religious, charitable, scientific, literary or educational purposes, to foster amateur sports competition, or for the prevention of cruelty to children or animals. To qualify as a Non-profit the organizations revenues that exceed expenses must be committed to the organization's purpose and not be paid out to private parties.
- H. **Vendor Coordinator** means the person designated by the Fair Board to supervise the selection and operation of Vendors for the Fair.

2. USE OF FAIRGROUNDS

- A. The Vendor Coordinator shall select Vendors at their sole discretion. In doing so, the Vendor Coordinator may consider factors such as portion sizing, pricing, and uniqueness of offerings in an attempt to present a diversity of options to

customers while assuring a sufficient supply of products most desired by fair goers.

- B. Vendor Coordinator shall assign a booth space location on the Fairgrounds for the exclusive use of Vendor during the Fair. Booth space locations are assigned at the sole discretion of the Vendor Coordinator. If Vendor has identified a preferred booth space location on their application, Vendor Coordinator shall endeavor to accommodate that request when such accommodation is possible in the judgment of in the Vendor Coordinator.
- C. Vendor shall use their booth space solely to provide the goods and services identified in the Vendor Scope section of their application, subject to any limitations on that scope imposed by the Fair Board approval of that application.
- D. 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.
- E. Supply tents and vehicles are not to be located on vendor row. The Fair will provide an alternative location for the storage of supplies. No power or water will be provided at that location.
- F. Vendor shall not interfere with the foot traffic in front of its booth space.
- G. 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.

3. RESTRICTIONS ON USE OF FAIRGROUNDS:

- A. Vendors shall not give away free samples or gifts without the Vendor Coordinator's written consent, as doing so may conflict with concession rights held by others.
- B. Vendors shall not provide or operate vending machines.
- C. Commercial Vendors shall not sell cotton candy, ready-to-consume food, or beverages, including water.
- D. Vendors shall not sell firearms or other weapons, illegal substances, tobacco-related products, marijuana or products with obscene language or images.
- E. Vendor shall not insert any stakes longer than 14-inches into the ground.

- F. 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.
- G. Vendor shall not use a sound or loudspeaker system or present live music, unless approved by Vendor Coordinator in advance.
- H. Vendor shall not knowingly sell or distribute counterfeit merchandise. The Fair Board reserves the right to have investigations and seizures of such merchandise pursuant to ORS Chapter 647.

4. FIRE SAFETY REQUIREMENTS:

- A. All decorations must be flameproof or meet the State Fire Marshal's requirements.
- B. Electric extension cords must be adequate for the appliances using them and be three-prong UL approved on appliances requiring grounding.
- C. Do not use insulated staples to hang cords and do not have bare metal next to cords.
- D. Any CO2 bottles etc. must be secured.
- E. 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 10:00 a.m. the Monday prior to the start of the Fair.

5. ELECTRICITY AND WATER:

- A. Vendors are responsible for making all connections between their booth space and the Fairgrounds electrical system including arranging for an Electrician, if one is required, and providing all wiring and connectors. Power may not be at the booth location, so it is recommended that at Vendor bring a minimum of one 14-gauge 50ft extension cord.
- B. All electrical connections shall be made in a safe manner that complies with all applicable codes. No wiring shall be strung in a manner that presents a hazard to guests or other Vendors.
- C. Vendors are responsible for making all connections between their booth space and the Fairgrounds water supply including providing all hosing and connectors. Water may not be at the booth location, so it is recommended that at Vendor bring a minimum of one 50ft hose.

- D. All water connections shall be made in a safe manner that complies with all applicable codes. No hose shall be run in a manner that presents a hazard to guests or other Vendors.

6. BOOTH RENTAL FEES:

- A. Booth rental fees:
 - i. **Commercial Vendors** – Fees are listed on the vendor application.
 - ii. **Food Vendors** – Rental fee is 20% of sales. A \$400.00 deposit is due at the time of application which will be credited against the rental fee.
 - iii. **Special Attraction Vendors** – Rental fee is 15% of sales. A \$400.00 deposit is due at the time of application which will be credited against the rental fee.
 - iv. **Non-Profit Vendors** – Rental fee is 15% of sales. A \$200.00 deposit is due at the time of application which will be credited against the rental fee.
- B. Food, Special Attraction, and Non-Profit Vendors must comply with the Cash Register and Point of Sale System Specifications and Procedures contained in Exhibit A.

7. FAIR PASSES:

- A. Commercial Vendors: The Fair Board shall issue Fair passes as follows:
 - i. For booths sizes 10' x 10' or smaller up to 10 Vendor daily fair passes and parking passes.
 - ii. For booths sizes between 10' x 10' and 20' x 10' up to 15 Vendor daily fair passes and parking passes.
 - iii. For booths sizes larger than 20' x 10' up to 20 Vendor daily fair passes and parking passes.
- B. Food, Special Attraction, and Non-Profit Vendors: The Fair Board shall issue a maximum of five (5) vendor daily fair passes and five (5) vendor daily parking passes to Vendor.
- C. Only persons who are working the Vendor's booth shall use passes. Vendor shall not allow tickets to be used by any other person(s).
- D. Vendor shall not transfer or sell any passes issued under to this Agreement.
- E. Vendors may purchase additional passes at the published price through the Fair Board Office.

8. 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 expulsion from the Fair.
- 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.

9. HOURS OF OPERATION:

- A. The Fair hours of operation will be as follows: Wednesday and 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 5:00 p.m. on the last day of the Fair.
- C. Vendor is not allowed to take-down its booth before 5:30 p.m. on the last day of the Fair.

10. 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.

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

- A. Vendor may begin initial set-up and construction of its booth at 9:00 am on the Monday prior to the start of the Fair. Vendor shall complete set-up no later than 5:00 p.m. on the Tuesday prior to the start of the Fair and Rodeo.

- B. No material shall be attached in such a way as to allow possible damage or injury to persons or property
- C. All crates, boxes and other debris must be removed prior to opening of the Fair.
- D. No set-up or construction work of booth space is allowed when the Fair is open to the public.
- E. 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.
- F. 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.
- G. 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. The Fair Board will provide container(s), for disposing of grease as well as gray water tanks all of which will be located in the food Vendor area.
- H. Vendor shall complete cleanup of its designated booth space each night.
- I. Vendor shall sort all waste into recycling, compost and non-recyclables in storage containers situated behind its booth space.
- J. 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 the first Monday following the end of the Fair shall be deemed abandoned and may be disposed of by the Fair Board by any legal method.

12. SPECIAL PROVISIONS APPLICABLE TO FOOD VENDORS:

- A. FOOD HANDLER'S CERTIFICATE - Food vendors are required to have at least one person with a valid Food Handler's Certificate present 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.

- B. SINGLE-EVENT TEMPORARY RESTAURANT LICENSE - 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:
- C. <https://www.oregon.gov/oha/PH/PROVIDERPARTNERRESOURCES/LOCALHEALTHDEPARTMENTRESOURCES/Documents/Columbia.pdf> and <https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/FOODSAFETY/Pages/regs.aspx>.
- D. All foods must be prepared on-site or purchased from an approved source. Home-prepared foods may not be served to the public.

13. INSURANCE AND INDEMNITY:

- A. 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.
- B. 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 at least 30 days prior to the start of the Fair.
- C. Vendor shall indemnify, defend, save, and hold harmless Columbia 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 Columbia County, the Fair Board, or their officers, agents or employees.

14. INSPECTIONS:

- A. Fair Board shall have the right, but not responsibility, to inspect Vendor premises for the purpose of assuring compliance with this Agreement, Fair Rules health codes and other applicable regulations.

- B. The Fair Board has the right to use secret shoppers for the purpose of assuring compliance with this Agreement, Fair Rules health codes and other applicable regulations.
- C. Vendor acknowledges and agrees that the state or local Fire Marshal may inspect Vendor's booth space.

15. 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 30 days prior to the start of the Fair.
- 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 the Fairgrounds at any time.
- D. The Fair Board Campground Superintendent has full authority to make decisions related to use of the camping area during the Fair.

16. 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.

17. RULES: 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. Upon notice of these rules, Vendor agrees to comply with all such rules and to assure compliance by its officers, agents and/or employees

18. 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.

19. 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.

20. NONWAIVER. The failure of the FAIR BOARD to enforce any provision of this Agreement shall not constitute a waiver by the FAIR BOARD of that or any other provision of the Agreement.

21. TIME OF THE ESSENCE. The parties agree that time is of the essence in this Agreement.

22. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Oregon.
23. VENUE. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon. If action is brought in federal court, it must be filed in the Federal District Court for the District of Oregon.
24. SEVERABILITY. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
25. 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 or governmental authority, 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.
26. DEFAULT:
- A. 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.
 - B. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.
 - C. In the event of default, the Fair Board shall be entitled to collect Vendor's booth fee and any accrued fines; and to pursue any remedy available to the Fair Board at law or in equity.
 - D. The rights and remedies of the Fair Board 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.

EXHIBIT A

CASH REGISTER AND POINT OF SALE SYSTEM SPECIFICATIONS AND PROCEDURES

- A. Registers must have the ability to produce a consecutive Z-reading.
- B. Registers must have the ability to take X-readings that will not alter the Z-totals.
- C. Registers must have the ability to print receipts, X-reports and Z-reports.
- D. Registers must print the correct date and time on X-reports and Z-reports.
- E. Registers must have a display that allows customers to view itemized and total charges.
- F. Registers must have a memory backup that records sales, such as a battery operated backup, cloud-based memory storage or similar.
- G. Register operators must be trained to use the register(s).
- H. Vendor is required to offer receipts to customers.
- I. 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."
- J. Registers must be kept visible from outside of stand.
- K. 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.
- L. 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 5:00 p.m. on the last day of the Fair.
- M. 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 5:00 p.m. on the last day of the Fair.

- N. Excessive use of the “No Sale” key will be construed as unrecorded sales and a factored amount shall be added to the daily sales.
- O. All cash registers must be in place and ready for inspection by 9:00 am on the first day of the Fair. If Vendor’s register has not been inspected and a beginning “Z” tape or electronic record taken, Vendor is responsible for finding the Vendor Coordinator and have these procedures done before any sales take place. Cash registers must be inspected and beginning “Z” tape or electronic record taken before the opening of fair and/ or any sales have taken place.
- P. “Z” tapes and over-ring sheets, or electronic record, will be collected by the Vendor Coordinator prior to the closing of the Fair each day. “Z” tapes should be labeled with date, register number and concessionaire’s name. Tapes will be double checked for over-rings and “no sales”.
- Q. All cash registers must be in good working order. Vendor will be responsible to select and contact whatever company they wish for cash register rentals and repairs. All tapes must be legible, or machine must be replaced within 3 hrs. Before using a replacement register, it must be checked in by the Vendor Coordinator.
- R. Over-rings – Over-ring forms are available at the Fair Board Office. Over-ring forms must be filled out completely and will be picked up with the “Z” tapes or electronic record by the Vendor Coordinator each night. Vendor will not get credit for any over-rings if over-ring form has not been filled out completely and if over-ring has not been highlighted or circled with red pen on the journal tape. Refunds are not considered over-rings.
- S. Vendor’s final “Z” and journal tapes, or electronic record, will be picked up by Vendor Coordinator between 3:00 p.m. and 5:00 p.m. on the last day of the Fair. Recorded sales will end at 3:00 p.m. with Vendor’s final “Z” or electronic record. Final calculations will be performed, and percentage fees are due at that time. Please have payment ready.
- T. Upon request, journal tapes will be returned to Vendor within 10 days of the close of the Fair. If no request has been received, journal tapes will be destroyed one week following the close of the Fair.