

## King County Fair Vendor's Guide July 11-14, 2024

## Vendor: \_\_\_\_

Thank you for your interest in the Fair to see since 1863. We are excited to make this year a successful, fun-filled event for all. In the pages that follow you will find detailed information about the event for your review. It is your responsibility to understand and abide by the following Rules and Regulations for the duration of your contract with Enumclaw Expo & Events Association (EEEA), DBA Enumclaw Expo Center (EEC).

Vendor Coordinator:	Shannon Campbell	Enumclaw Expo Center
	(360) 625-8527 Direct	45224 284 <sup>th</sup> Ave SE
	ShannonC@EnumclawExpo.com	Enumclaw, WA, 98022

## **Rules and Regulations**

1	<b>FORCE MAJEURE/COVID-19 CLAUSE:</b> Should events beyond the reasonable control of EEEA and Vendor, including but not limited to (1) acts of God, (2) war, including armed conflict, (3) strikes or labor disputes, (4) disease at EEEA (examples of disease: SARS, Legionnaires, COVID-19), (5) government regulation or advisory (including travel advisory warnings), (6) civil disturbance at EEEA or in local and nearby areas, (7) terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices, (8) disaster, fire, earthquakes, hurricanes, tornados, mountain eruption, (9) unseasonable extreme inclement weather, (10) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities, (11) any other cause reasonably beyond the parties' control (collectively referred to as "occurrences"), making the event commercially impracticable, impracticable to perform, illegal, or impossible to fully perform under this Agreement as the Parties originally contracted. In such case the affected Party may terminate this Agreement, without liability, upon written notification.
2	HOLD HARMLESS: The EEEA cannot be responsible for accidents, injury, or loss of property. Vendor shall defend, indemnify and hold EEEA, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or loss or damage to property, including attorney fees, which arise out of the use of Enumclaw Expo Center property or from any activity, work or thing done, permitted, or suffered by Vendor in or about the property, except only such injury or damage as shall have been occasioned by the sole negligence of the EEEA. Vendor assumes all risks and hazards incidental to such participation by Vendor and/or event participants.

3	<b>INSURANCE REQUIREMENTS</b> : Vendor shall procure and maintain for the duration of the event (from arrival of load-in to departure of all participants) commercial general liability insurance against claims for injuries to persons or damages to property, which may arise from, or in connection with, Vendor use of space at the Enumclaw Expo Center. If alcohol is approved for the event, Liquor Liability insurance must be included. A copy of each of the Certificate of Insurance and Policy Endorsement must be provided to EEEA no later than 30 days prior to the event. Such insurance shall be no less than \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate and be primary and non-contributory. The required insurance policy is to be endorsed to (1) name the Enumclaw Expo and Events Association, its officers, officials, employees, and agents as additional insured and (2) shall not be suspended, voided, canceled, reduced in coverage or limits except after 45 days prior written notice to the EEEA.
4	<b>PAYMENT:</b> To reserve your booth space payment must be received by EEEA no later than 30 days prior to the event, along with a signed copy of the Vendor Contract and Rules & Regulations. Payment received 15-29 days prior will be assessed with a \$25 late fee. Payment received 6-14 days prior to event will be assessed with a \$50 late fee. If payment has not been received by the 5 <sup>th</sup> day out of the event your booth space will be forfeited and repurposed. Payment options include cash, check or money order delivered or mailed to Enumclaw Expo Center, Attn: KCF Vendor Coordinator, 45224 284 <sup>th</sup> Ave SE, Enumclaw, WA 98022. Credit card payments are processed via the <u>Payment Portal</u> on our website.
5	<b>BREACH OF CONTRACT</b> : If the Vendor violates the terms of the Vendor Contract and/or Rules and Regulations EEEA reserves the right to declare this contract void without further notice to the Vendor and shall revoke such rights and privilege as may have been granted. In the event of such cancelation, the Vendor along with any employees, agents and/or volunteers will immediately vacate the grounds. Management will assess and advise of the best procedure for closing the booth and loading out.
6	<b>FOOD VENDORS:</b> EEEA collects 20% on all food concessions. The initial upfront booth fee will be applied towards the balance owed by the end of the event. Vendors are required to use a trackable system that is capable of printing or emailing daily reports that include both Cash and Credit Card transactions. These reports are due to the Vendor Coordinator by 8:30am the following day. Sunday's report must be turned in at the end of the event for review. Remittance is due prior to departure on the final day of the event. The Cash drawer must be closed following each transaction. Open cash drawers or the use of a separate cash box is prohibited.
7	<b>SERVICE ANIMALS:</b> The Washington Law Against Discrimination (WLAD) includes provisions prohibiting discrimination against people with disabilities who use a service animal to assist them with their specific disability. RCW 49.60.040 defines service animal as <i>"any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by the service animal must be directly related to the individual's disability." Service animals must be on a leash or lead and a member of your party must always remain with the animal. Currently, the Americans with Disabilities Act (ADA) provides no definition of therapy, comfort, or emotional support service animals and as such are not considered service animals and are not permitted at Enumclaw Expo Center. No pets allowed.</i>

8	<b>SECURITY FOR BUILDINGS &amp; GOUNDS:</b> Les Schwab Hall will be cleared and locked from the outside at 9pm Thursday- Saturday. Inside, Vendors have one hour to restock and clean for the next day before they are asked to leave for complete lock up at 10pm. Please note, vehicles will not be allowed on the grounds to restock in the evenings. At 11pm the grounds will be secured for the night. We will have overnight security Wednesday evening. Vendors are encouraged to secure your booth to the best of your ability at the end of each day. You are welcome to leave all booth contents on site overnight, please be aware that the <u>EEEA is not responsible for any loss or damage to your booth and/or your belongings.</u>
9	SECURITY FOR KNIFE/PEPPER SPRAY/MACE SALES: Any Vendor selling defensive products to the public is required to provide secure packaging that does not allow the customer to open or use the product while on the grounds at EEC.
10	<b>DEPARTMENT OF LABOR AND INDUSTRIES:</b> Take time to know your legal responsibilities for operating a safe and healthy workplace. You have specific requirements to follow IF you:
	<ul> <li>Employ workers (adult and/or minors).</li> <li>Own and (or energies stand, backh, or amusement rides)</li> </ul>
	<ul> <li>Own and/or operate stand, booth, or amusement rides.</li> <li>Hire entertainers who live in Washington.</li> </ul>
	<ul> <li>Own and/or operate food establishments or rolling Vendor vehicles.</li> </ul>
	Specific concerns and questions can be addressed by Dept. of Labor & Industry (253) 596-3800.
11	<b>SEXUAL HARASSMENT:</b> EEEA is committed to creating and maintaining an enjoyable and safe workplace. EEEA does not expect any person to tolerate:
	Unwelcome sexual advances
	Request for sexual favors
	<ul> <li>Offensive verbal or physical conduct of a sexual nature (including sexual jokes, cartoons, comments, etc.)</li> </ul>
	Should you encounter such behavior from anyone affiliated with EEEA, make use of our open-door policy by contacting the Vendor Coordinator, Shannon Campbell 253-335-3609 or the General Manager, Rene Popke 253-405-7179. We will investigate the circumstances in which the incident allegedly occurred. If the complaint is found to have merit, immediate action will be taken to correct the situation.
12	<b>BOOTH ASSIGMENTS:</b> EEEA is aware you want the best location possible, and we strive to accommodate all logistic requests. Placement is based on power needs, water access and balanced disbursement of merchandise, food and services offered. Location is important; however, it is ultimately product quality, booth set up and your customer service that will ensure your success. It is understood and agreed that the Vendor will not reassign or sublet their assigned booth space. Should a situation arise, contact the Vendor Coordinator for a solution.
13	<b>EXHIBIT SPACE:</b> EEEA reserves the right to allocate, limit and designate all Vendor spaces and locations. Under no circumstance will any person(s) be allowed to remain in the booth space overnight. All decoration used in the construction of your space shall be fireproof material. In the event of damage to the walls or floor caused by your use of booth space, you will be invoiced for the cost to restore it to original condition.

BOOTH D	ESCRIPTION:		
	ooth minimum is 10' x 10' and can be increased by 10' increme ave been agreed upon)	ents. (Unless other arrangeme	ents
<ul> <li>Inside booths will be outlined by 8' tall black drape. No pins, hooks, or tape allowed to hang from drape. Side drapes must be always pulled to the edge of booth. Nailing or attaching anything to the walls is prohibited. No built-up exhibits or other construction shall exceed 10' in background height, including company name or other advertising.</li> <li>Outside Booths are constructed from the ground up by the Vendor. EEEA does not provide tents, canopies, or other structures. Tent and canopies MUST BE Secured. With multiple utilities running throughout the grounds, stakes longer than 12" are NOT ALLOWED. Should your set up require such securing, contact the Vendor Coordinator immediately to explore options.</li> <li>Each booth comes with access to ONE electrical outlet (110v). Additional power can be purchased on a first come first serve basis. Vendors are responsible for providing appropriate extension cord(s) based on amps to be used, gauge, and length of run. 50-100' of cord recommended.</li> <li>Water Access is available upon request with approval prior to the event. With limited connections food concessions take priority over retail Vendors. Vendor to provide appropriate hose based on intended use.</li> </ul>			
BOOTH F	EES:		
	Vendor Type	Cost per 10' x 10'	
	Commercial Booth	\$350	
1		\$275	
	Non-Commercial Booth		
	Non-Commercial Booth Food Concession - 20% /net profit (deposit to be applied)	\$450 (Deposit)	

Ad	d-	on	's	

Corner Booth	\$75
Power - Booth Fee Includes <b>One</b> 110v outlet	Included
Additional Power 110v or	\$30
Additional Power 220v (limited supply)	\$35
Garbage – Mandatory for Food Vendors	\$10 per 10' x 10'
Supply Truck Parking for all 4 days	\$30 per Vehicle
Supply Truck Parking with power for all 4 days	\$50 per Vehicle
Additional Gate Admission (see page 4)	1-Day pass = \$8
Additional Gate Admission (see page 4)	4-Day pass = \$28
Parking Pass (see page 4)	1-Day pass = \$5
Parking Pass (see page 4)	4-Day pass \$10
Other – Early Registration Credit by March 18th	(\$50)

15	<b>INSPECTIONS</b> : To streamline the process ALL Vendors are expected to be set up and ready for inspection(s) by 4pm on Wednesday before Fair. The Fire Marshall and King County Health Dept will make their rounds at their discretion leaving the arrival time subject to change without notification. It is the Vendor's responsibility to understand and comply with Local, State & Federal regulations. For example, but not limited to certified fire extinguisher, no open flames, permits for handling and serving food, hand washing station, ground cover for grass or gravel booths serving food, etc.		
16	<b>LOAD-IN/SETUP:</b> Tuesday before Fair 12pm – 8pm & Wednesday 8:30am - 8pm are reserved for setting up. Check-in for Vendors will be located at Gate 3A. For Les Schwab Hall Vendors, access through large sliding and pull up doors are for loading & unloading purpose only. Once you have delivered your product to your space, immediately move your vehicle so others can utilize the access, then set up your booth space.		
17	<b>LOAD-OUT:</b> Teardown begins after the Fair closes to the public on Sunday at 6pm. EEC staff will clear the grounds of patrons before vehicle access will be granted for loading purposes. There will be an additional opportunity to load out on Monday following Fair from 8am – 12pm. All Vendors & their belongings must be off the premises by NOON, NO Exceptions. Place all garbage in trash receptacles. If full it is acceptable to leave bagged garbage next to a trash receptacle. Do Not leave garbage in your booth space. If garbage is left behind Vendor will be subject to an additional \$45 clean up fee.		
18	<ul> <li>VENDOR PASSES:         <ul> <li>Admission: Commercial, Non-commercial &amp; Non-profit                 <ul></ul></li></ul></li></ul>		
19	<u>VENDOR PARKING</u> : During the Fair Vendors are to park in general parking lots, located North and South of the grounds. Business Name and contact phone number must be visible on parking pass or risk being towed at owner's expense. Lost parking passes will not be replaced. Additional parking passes will be available for		

	purchase at the Admin Building once the gates open. ADA parking spots located behind Les Schwab Exhibit			
	Hall are available to Vendors and MUST BE reserved prior to Fair through the Vendor Coordinator. The			
	vehicle must have an official Washington State Disability Placard on display or an ADA license plate in			
	addition to EEEA ADA Parking Pass with Vendor Business Name and contact phone number visible in window			
	of vehicle.			
20	<b>SUPPLY TRUCK PARKING:</b> Spaces for supply vehicles are limited and should be reserved at the time of			
	contract. Supply truck parking is located behind Les Schwab Exhibit Hall. A business name and contact phone			
	number is required for parking passes in this area. Vehicle, trucks and/or trailers parked in this area without			
	a pass will be towed at owner's expense.			
21	<b>INTERNET SERVICE:</b> Although Wi-Fi is offered it cannot be guaranteed. EEEA recommend Vendors provide			
	their own hot spot as a back-up.			
22	ICE: Bags of ICE will be available for purchase onsite. Cash due upon delivery or pick up. For delivery text 253-			
	335-3609 with the following message: ICE for [Vendor Name], # of bags & Location. The delivery service runs			
	daily Thursday thru Saturday 8am – 12pm and 4pm – 8pm, Sunday 8am-1pm only. Ice will also be available			
	for pick-up at our Admin Building during the hours of 9am – 4pm.			
23	<b>CAMPING:</b> To make a reservation for the RV campground visit the "Expo Campground" tab at			
	EnumclawExpo.com. Sites are water & power only and they fill up fast. Dry camping is another option,			
	located at the south end of our grounds. Contact Morgan, office manager, at 360-226-3493.			
24	<b><u>CANCELLATION POLICY</u></b> : A cancellation made on or before June 30 <sup>th</sup> will result in a partial refund. EEEA			
	charges a 25% cancelation fee. No refunds will be issued after July 1 <sup>st</sup> , no exceptions to this policy.			
25	VENDOR CODE OF CONDUCT:			
	• Keep all sales and soliciting within the parameters of your assigned area. Including signage and other			
	marketing materials.			
	<ul> <li>Vendors that are overly aggressive to patrons or other Vendors and do not stay within their</li> </ul>			
	parameters will be removed from the remainder of the Fair and will forfeit payment.			
	<ul> <li>Vendors are expected to report all sales in accordance with Local, State &amp; Federal Tax Laws.</li> </ul>			
	<ul> <li>Subletting or apportioning space is prohibited.</li> </ul>			
	<ul> <li>During Fair hours Vendors will occupy their space during Fair hours.</li> </ul>			
	• While on EEC grounds Vendors will abide by all conditions, rules, and regulations, written and/or			
	oral, made by EEEA management.			
	o EEEA managements may, at their sole discretion, close any booth deemed inappropriate, hazardous,			
	or in violation of Fair rules and regulations including those established by King County Health Dept			
	and local Fire Marshall.			

## Your signature is acknowledgement of your understanding and agreement to follow the Rules and Regulations set by Enumclaw Expo and Events Association.

\_\_\_\_\_

Signed:	Date:
---------	-------

Printed:\_\_\_\_\_