



“Harvest the Fun”

2024

**Commercial Exhibit
Rules & Regulations**

2024 Central Washington Fair Association Commercial Exhibits Rules & Regulations

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Central Washington State Fair General Information

Fair Dates: September 20 through 29, 2024

Street Address:

1301 South Fair Avenue
Yakima, WA 98901

Web site: www.fairfun.com

Phone/Fax Numbers:

Phone: 509/248-7160

Fax: 509/248-8093

E-mail: cwsf@fairfun.com

Commercial Exhibits & Food Concessions Mgr.

Gail Ragland

Phone: 509-248-7160 ext. 105

E-mail: gair@fairfun.com

Admission Prices

Adults.....	\$ Weekday \$14.50 Weekend \$16.00
Youth (6-12).....	\$ Weekday \$9.50 Weekend \$9.50
5 Years of age and Under (<u>must accompanied by adult</u>)	FREE.....
Senior Citizens (all 10 days of Fair).....	\$ Weekday \$11.50 Weekend \$11.50

(Senior Citizen is considered 65 years of age and older)

Services

Decorator: Bear Event Services.....	509/834-7868
Electrical Contractor: Backstage Electric Inc. www.bseinc@hotmail.com	509/480-3839
Canopy Contractor:: Key Event Services	503-597-2024
City of Yakima Fire Marshal.....	509/575-6121
United Parcel Service (UPS)	800/742-5877
UPS Local Office	509/452-6155
Washington State Department of Revenue	509-454-5160 or 800-647-7706
Washington State Gambling Commission	800/345-2529
Washington State Department of Labor & Industries	509/454-3760
Yakima County Health District	509/575-4040

Administration Office Hours

Year-Round Schedule(non-Fair) Monday through Friday.....	8:00 am to 5:00 pm
Fairtime (10 days of fair)	9:00 am to 8:00 pm

Commercial Services Office Operating Hours – Located in the SunDome

Exhibitor Packet Pick-up/Photo I.D. Badges/Admission Passes/Parking Passes)

Wednesday & Thursday, September 18 & 19	9:00 am - 8:00 pm
Friday, September 20 (Opening Day)	9:00 am - 1:00 pm

Hours of Fair Operation:

Friday, September 20 (Opening day)	Noon to 11:00 pm
Saturday, September 21	Noon to 11:00 pm
Sunday, September 22	Noon to 10:00 pm
Monday, September 23 thru Thursday September 26	2:00 pm to 10:00 pm
Friday, September 27	Noon to 11:00 pm
Saturday, September 28	Noon to 11:00 pm
Sunday, September 29 (Closing Day)	Noon to 9:00 pm

Rules and Regulations

Read these regulations carefully, be informed, and ask questions on any particular matter you do not fully understand.

The Central Washington Fair Association (Association herein) is a private, non-profit corporation empowered to set its own rules. These rules apply to exhibitors, concessionaires, food and novelty operators, and all other individuals, corporations, associations, fairgoers, etc., while on Association premises. Exhibitors and concessionaires (Exhibitor herein) also agree to obey all laws and regulations of the United States, the State of Washington, Yakima County, and other governmental agencies or entities.

All exhibitors/concessionaires are REQUIRED to open their booths on time and remain open until the specified closing times. Security personnel will clear all buildings immediately after the fair has officially closed for the day. Buildings will be open again at 12:00 pm (noon) Monday -Thursday and 10:00 a.m. Friday – Sunday to allow exhibitors and concessionaires to restock.

Proper Identification will be required to enter buildings during restock hours!

Regulations

It is the Exhibitor's responsibility to be knowledgeable of the formal regulations, which are listed herein. It is also important to have all representatives or employees working in your exhibit aware of these rules and regulations. All regulations will be ***strictly enforced***. Disregard of any regulations or misrepresentation on the part of the Exhibitor will forfeit all privileges granted, fees paid, and rights to further participation in this and future fairs.

The Exhibitor acknowledges these "Rules and Regulations" are incorporated in and made a part of the accompanying Concession and Exhibit contract. In the event of a conflict between these Rules and Regulations and written contracts, the former shall take precedence.

Association Management reserves the right to amend, add to, and interpret all regulations and to finally settle and determine all questions and differences with respect thereto arising out of, connected with, or incident to the Fair.

General Contract Information

Every individual or company doing business on the fairgrounds during the Central Washington State Fair must have a written and signed contract with the Association relative to that activity. However, the Association reserves the right to cancel all contracts of whatever kind by public notice should an act of Providence such as war, riot, fire, flood, storm, or pestilence prevent the holding of a Fair. **The Central Washington Fair Association reserves the right to make location assignment adjustments if deemed necessary.**

The Association will take precaution to protect against loss by fire and expects the cooperation of every Exhibitor and person on the fairgrounds in fire prevention, but the Association will not be responsible for any losses should a fire occur. Should the Association file suit or action against any Exhibitor on any cause arising in any way from the official Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses, as determined by the arbitrator or trial court, or in the event of an appeal, the appeals court, or courts. Such fees, costs, and expenses shall include any post-judgment collection.

If payment is not received by due date a Minimum \$50.00 fee will be assessed. Failure to comply, all properties and fees received will not be returned and the Association will resell space. ***This will be enforced. Deadline for FULL payment is August 1st or as stated on your contract.*** NSF checks are automatically referred to a collection agency by the Association's bank and a ***minimum charge*** of Fifty Dollars (\$50.00) will be collected for any returned checks. ***No personal checks will be accepted after September 1st - only money orders, cash, cashier's check, or Credit Cards-- NO EXCEPTIONS!*** Requests for changes to the contract must be made on or before August 1st. If changes are approved, Association will provide written confirmation. No changes to contracts will be made after this time. Satisfactory Exhibitors of the previous year are given first option of returning. The Association will use every precaution to guard against extortion in any form practiced upon patrons of the Fair. A violation of this rule will cause the forfeiture of the contract, monies paid, or expulsion from the fairgrounds, as the Association may direct. A **\$25.00 administrative fee** will be charged to Exhibitors who lose their contracts and need to have a replacement contract issued.

Assignment or Subletting

It is understood and agreed to this contract, nor any part hereof shall be assigned, or the space sublet or used by any person or persons other than the Exhibitor, in the absence of prior written consent from the Association. The Concession and Exhibit Contract is personal to the Exhibitor. It may not be assigned, sublet, or seized by attachment of execution, or in any manner transferred to any other person, firm, or entity, either voluntarily or involuntarily, or by the operation of law or otherwise, or it will be considered a material breach of contract and the Association may terminate Exhibitor's contract immediately upon notice to Exhibitor of violation and Exhibitor will not be granted any future contracts by the Association.

Exhibitors are prohibited from subleasing, assigning, or apportioning the whole or any part of the said space and/or stand allotted to them except upon written permission from the Association. Nor shall they exhibit or permit to be exhibited in their space any merchandise not a part of their own regular products as listed on the Concession and Exhibit Contract, nor shall they exhibit any advertising material directly pertaining to such

non-contracted products.

No contracted Exhibitor may assess other participating booth attendants within the same company a fee that will exceed the actual costs of booth rent and/or insurance.

Booth Agreement

Booth agreements are for the current event **ONLY**, and do not carry over year to year

Breach of Contract

If Exhibitor and/or Exhibitor's agent(s) or employees substitute and/or add any food item, prizes, giveaways, products, and/or services not approved by the Association, and/or delete any such items approved by the Association, it will be considered a material breach of contract and the Association may terminate the Exhibitor's contract immediately upon notice to Exhibitor of the violation and Exhibitor will not be granted any future contracts by the Association.

Advertising Materials

No person shall be permitted to distribute advertising matter, handbills, coupons, fliers, tokens, or other material at the Central Washington State Fair, except from within their leased exhibit booth or display space. The Association can demand and effect the removal of any advertising matter which, in the sole discretion of the Association, it considers objectionable. Tacking or posting of any advertisement, bill, sign, banner, or printed matter other than within contracted space is prohibited. No one shall be allowed to solicit or distribute materials in aisles or while roving on the grounds. Anyone violating this rule is subject to removal from the fairgrounds. Placing advertising materials on or in automobiles on fairgrounds' property is prohibited.

Arrival

Upon arrival at the Fairgrounds for set-up, please report to The Commercial Services Office in the SunDome to verify your space location and to obtain your credentials along with other exhibitor information. **Please do not attempt to locate your space first.**

ATM Machines

There will be multiple ATM machines located on the fairgrounds for your convenience.

Balloons

Exhibitors are not permitted to give away or sell balloons – either inflated or deflated – or use them as decoration. This policy applies to all exhibitors, regardless of location. Helium balloons are not permitted on the fairgrounds, inside or outside, due to the expense of retrieving them from ceilings, light fixtures, and grid work. Helium balloons pose extreme fire potential when they become entangled in ceiling fans. Anyone in violation of this rule will be assessed costs related to retrieval and/or damage caused as a result of balloons.

Canopies – See Decorator Services, Page 6

Cash Registers

Exhibitors reporting to the Association on a percentage basis will be required to use cash registers. Refer to contract to see if this pertains to your business. Please see cash register requirements – Under Food Concession Regulations on page 17.

Child Safety

The Fair Association requires that exhibitors, concessionaires, employees, etc. ***not allow children*** to accompany them while setting up before/during Fair and dismantling after the Fair. The potentially hazardous conditions during these periods require special concern for their safety and liability. We must have your cooperation on this very important matter.

Code of Ethics for Commercial Exhibitors and Food Concessionaires

Commercial Exhibitors and Food Concessionaires shall refrain from communicating negative comments concerning other fair exhibitor/concessionaire or their product(s). Any exhibitor or concessionaire making such comments shall receive one (1) written warning. Violation of this provision a second time will result in cancellation of their contract, closure of their booth space/concession stand and removal of staff and product(s) from the fairgrounds.

City of Yakima Regulations

All decorative materials shall be made from material which is not flammable or shall be treated and maintained in a flame-retardant condition. For questions regarding such materials, Exhibitors should contact the City of Yakima Fire Marshal - 509/575-6121.

Any canvas used as a part of any display/concession must comply with fire retardant regulations and standards for the State of Washington.

Canopy exhibits are required by the City of Yakima Fire Marshal to be equipped with an approved fire extinguisher, which is the responsibility of

the Exhibitor. The area immediately surrounding all exhibit areas shall be policed by the Exhibitor to avoid trash and residue accumulation.

The interior of any concession unit/exhibit area shall not be littered with cardboard boxes, packing material, or debris that could create a fire hazard. **Smoking is prohibited in all buildings on the fairgrounds, and within 25 feet of an entrance or exit of a building.**

Coupons and Sampling

A company must be a part of a sponsorship program and/or have contracted for space in order to sample or coupon their product or service which is included in their contract. All Exhibitors that are proprietors of food demonstration booths shall be responsible for obtaining an Itinerant Food License from the Yakima Health District. Commercial exhibitors may not coupon non-Fair sponsor products. Prizes may consist of certificate for free products.

Deadlines

The Association establishes deadlines so that we are prepared for you upon arrival. We ask that all established deadlines be honored. Please provide the requested information as outlined **on or before the deadline date** as it pertains to your exhibit. Contract deadline - each contract is personalized with a due date for the initial deposit. All balances are due August 1st or as stated on your contract.

Deadline Schedule

August 1	Request for changes (additions or deletions) to contract
August 1	Request for a delayed load-out
August 1	Washington State Department of Revenue Sales Tax number
August 1	Application form for wireless transmitting devices
August 1	Final contract payment due (or as stated on your contract)
August 1	Application form due for raffles, drawings, and giveaways
August 15	Absolute deadline for providing certificate of insurance (after this date a \$50.00 processing fee will apply)

Decorator / Canopy / Electrical Services

Bear Event Services will be the official decorating firm for the Central Washington State Fair. All contracted Exhibitors will receive, directly from the decorator, information on rental items, i.e., tables, chairs, table skirting, drape, etc. All such rental items should be arranged for **in advance** by using the rental forms that will be mailed to you by the decorator. The decorator will have an order desk on the fairgrounds approximately three days prior to the opening of the Fair to assist exhibitors but cannot guarantee to have all items available at that time. **Reserve Items Early! (509) 834-7868**

Backstage Electric Inc. will be the official electrical contractor for the Central Washington State Fair. All contracted Exhibitors will receive an electrical services order form included with their contract packet. All such rental items should be arranged for **in advance** by using the service forms that are included in the packet/disc. The electrical contractor will be on the fairgrounds approximately three (3) days prior to the opening of the Fair to assist exhibitors but cannot guarantee to have all items available at that time. **Reserve Items Early! 509-480-3839**

Key Event Services (see page 2 for contact info) will be the official canopy contractor for the Central Washington State Fair. All contracted Exhibitors will receive a rental order form and general information regarding their product and services, directly from the tent and canopy contractor. All rentals **must** be arranged **in advance**, using the rental form provided by the contractor. The availability of tents/canopies cannot be guaranteed after **August 15, 2024**. **Reserve Items Early!**

Deliveries - Other than United Parcel Service

NOTE: THE FAIR OFFICE DOES NOT EXCEPT DELIVERIES FOR VENDORS!

When you ship any item or merchandise to the Fairgrounds, for use in your exhibit you must be available to accept the delivery. If you are not able to be on site then you can contact Bear Event Services to arrange to have the delivery accepted through them. The package **must** have your company name and space location, be sure your cartage company provides sufficient labor and, if necessary, a forklift to unload and move goods to your location. **The Fair Association does not provide forklift service.** Please note that delivery locations are different depending on pre-Fair or Fair delivery dates.

Deliveries – UPS/FED-EX – Fairtime:

FED-EX - at print time CWSF was negotiating with FED-EX on Fairtime deliveries. Check with Comm. Exhibit office before you have items shipped via Fed-Ex.

During the Fair, **United Parcel Service (UPS)** deliveries will be handled as follows:

1. UPS will fax the Association office a list of deliveries daily by approximately 10:00 a.m. This delivery list will be posted in the Administration Building and the Security Office. The Association will **not** contact Exhibitors with this information.
2. The UPS delivery trucks will arrive at the fairgrounds at approximately 10:30 am daily (**except Saturdays and Sundays**) and park immediately behind the Security Office. The UPS truck will remain at this location until approximately 11:15 am daily.
3. Exhibitors anticipating deliveries may pick up their items at this location from the UPS driver. The UPS driver will **not** make deliveries to an Exhibitor's location. Exhibitors must make their own arrangements to transport deliveries from the UPS trucks to their location.
4. Unclaimed UPS deliveries will be returned to the UPS warehouse and two subsequent attempts to deliver at the fairgrounds will be made by UPS. After these three attempts, the deliveries will be returned to the sender by UPS.
5. For questions regarding UPS deliveries, please call 800/742-5877.
6. UPS/FED-X deliveries will only be made on weekdays. There will be no UPS/FED-X deliveries on Saturdays, **except for "Saturday Next-Day Air"**. No UPS/FED-X deliveries will be made on Sundays.
7. If a COD tag indicates "cash only" as a requirement by the Shipper, recipients may only pay by money order, cashier's check, or official bank check, written for the exact amount due. If the shipper doesn't specify "cash only," then UPS/FED-X can also accept a business or personal check.

Drawings

Drawings for gifts or premiums conducted by the Exhibitor must be made prior to the close of the Fair and the name and address of winners delivered to the Association no later than **Friday, October 4, 2024**, in no case may the Exhibitor use the name of the Association or the name of any Fair visitor in any "you have won absolutely free" type mail-out program. Premiums or gifts awarded to Fair visitors must be absolutely free with no additional payment of money or other consideration required.

Exhibitors may conduct free drawings from their contracted areas provided:

1. All parts of draw tickets used shall have printed thereon the name of the company conducting the drawing and listing prize(s) and value.
2. All patrons are eligible to participate in contest (unless there are reasonable qualifications, and it is stated on a sign) and to deposit their entry.
3. No additional purchase is required to receive a prize.
4. Drawings must all be completed by the last day of the Fair at 8:00 p.m.
5. The Association shall be given the name, address, telephone number, and description of prize(s) of all winners no later than **Friday, October 4, 2024**.
6. A sample of drawn tickets and a list of the prizes to be offered must be submitted to the Association by August 15th.
7. Lists of the names, addresses, and telephone numbers of any person entering the drawing are for the exclusive use of the Exhibitor.
8. Lists must not be used on the basis that everyone, or most, or several, have won dollar value discounts applicable on the purchase of some product or service, etc.
9. No sale or transfer of list of names so gained is made.
10. Winners of gift prizes shall not be required to leave their domicile area in order to receive prizes and the Exhibitor shall undertake to mail, ship, or deliver prizes to the winners.

Failure to comply with any of the above regulations will prompt the Association to notify the proper authorities.

Electrical

Backstage Electric Inc. will be the official electrical contractor for the Central Washington State Fair. All contracted Exhibitors will receive an electrical service order form with their packet/disc with information on power, outlets, spotlights, floodlights, etc. All such rental items should be arranged for **in advance** by using the service forms included in your packet/disc. The electrical contractor will be on the fairgrounds approximately three days prior to the opening of the Fair to assist exhibitors but cannot guarantee to have all items available at that time. **Reserve Items Early! (509) 480-3839.**

SunDome Exhibitors: Each SunDome Exhibitor will be provided with one (1) 500-watt, 120-volt duplex receptacle with each 10' x 10' booth. If an Exhibitor requires additional electrical or lighting service over that which is provided, it must be ordered through Backstage Electric, the official electrical contractor, at the expense of the Exhibitor, and must be arranged for by completing a rental form provided by the electrical contractor.

Outdoor Commercial/Craft (non-food) Exhibitors: Each outdoor commercial/craft Exhibitor will be provided with one (1) 2000-watt, 120-volt duplex receptacle, regardless of the number of booths or amount of space. If an Exhibitor requires additional electrical or lighting service over that which is provided, it must be ordered through Backstage Electric, the official electrical contractor, at the expense of the Exhibitor, and must be arranged for by completing a rental form provided by the electrical contractor.

Food Concessions: Food concessionaires will be provided with **either** one (1) 50-amp 120/240-volt receptacle **or** three (3) 2000-watt 120-volt duplex receptacles per food stand. If an Exhibitor requires additional electrical or lighting service over that which is provided, it must be ordered through Backstage Electric, the official electrical contractor, at the expense of the Exhibitor, and must be arranged for by

completing a rental form provided by the electrical contractor.

220-Volt Service:

Those Exhibitors requiring 220-volt service to their booths, i.e., spa companies, food concessions, etc., will be assessed an additional fee by the electrical contractor. Where applicable, the electrical contractor will be responsible for collecting fees from Exhibitors for electrical hookups, disconnects, and power usage. Hookups for these outdoor exhibits must be handled by the Association's electrical contractor, Backstage Electric

Association electrician and/or the County Fire Marshal must approve supplemental lighting and the placement for such lighting within canopies. All supplemental lighting must meet code and only lights with guards or protectors will be permitted. At closing time, only Association-issued lights or approved lights may be left on. All additional lighting must be disconnected.

Electrical General Information:

1. Exhibitors shall not use so much electrical power as to overload the circuits.
2. Association reserves the right to ask Exhibitors to remove what Association and/or the County Fire Marshal deems a safety hazard. *Note: Electrical appliances such as kettles, coffee pots, space heaters, air conditioners, hot plates, etc., drawing more than 200 watts and which are intended for the personal convenience of Exhibitors and their staff, are not allowed without written consent of the Association.* In the past, many causes of costly power failures were due to overloading by Exhibitors of electrical currents.
3. All electrical appliances sold and displayed for sale or used for demonstration must be UL approved -- not the parts only but the complete product. You must have **grounded extension cords** and all cords on any electrical device must be **grounded**.
4. All plugs must be grounded, and UL approved. **All concessions must be grounded.** The Association reserves the right to refuse to connect electrical service to equipment not considered safe.
5. Use of multi-plug household-type extension cords is prohibited. UL listed power strips of the correct rating are suggested. Any extension cords less than 14 gauge will not be permitted.
All electrical cabling must meet the requirements of Article 520 of the NEC (National Electrical Code), i.e., no welding cable will be permitted. For questions or additional information, please contact the Washington State Department of Labor and Industries Electrical Inspections Division - 509/454-3760 or 1-800-354-5423.

Employment

We strongly encourage you to place your job orders with WorkSource Yakima, **well in advance of the Fair**. This enables their staff to better screen applicants and enhances the quality of the referrals. You can do this by calling: WorkSource Yakima; 1205 Ahtanum Ridge Drive, Union Gap, WA, phone—509574-0105.

Empty Container Disposal

SunDome Exhibitors: All empty containers, i.e., crates and cardboard boxes, must be removed from the Exhibitor's immediate area and common aisles and taken by the Exhibitor to the northeast corner of the SunDome and put behind the drape provided for recycling. Boxes and crates must be **flattened** before depositing in the northeast corner. Boxes and crates needing to be disposed of must be deposited in the northeast corner 30 minutes prior to the opening of the building to the public.

Non-SunDome Exhibitors: All empty containers, i.e., crates and cardboard boxes, must be flattened and placed next to trash cans. During open hours of the Fair, Exhibitors are to neatly stack **flattened** cardboard immediately behind the Exhibitor's area for pick up. Pick up of discarded containers is ongoing.

Exclusivity

The Association **does not grant product exclusivity** to any vendor participating in the Fair. For the mutual benefit of our Exhibitors and the public, we do make every attempt to diversify products by not over-booking similar lines of merchandise. The Association makes the best selection possible from available applications. Selection is based upon product, presentation, references, and whether the product fits within the Rules and Regulations as adopted by the Association.

Exhibit Information

The Association reserves the right to determine final placement of any exhibit.

The Exhibitor accepts the space as it exists. The Exhibitor further agrees to return said space and area to which it has access in the same condition as the space was before the use of same by the Exhibitor. Ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of the Exhibitor are exceptions to this rule. ***The Exhibitor agrees to pay the cost of repair and replacement for any and all damages of whatever origin or nature which may have occurred during the term of the Contract, for restoring the premises to a condition equal to that which existed at the time the Exhibitor took possession.***

The Exhibitor will be permitted to occupy said leased premises from opening day of the Fair to night of closing day under the terms of the Contract, with two days preceding the opening day of the Fair, or such greater period as the Association may grant, to prepare and erect buildings and

stands, and shall remove all temporary structures, booths, or property of every sort whatsoever from said leased ground or space as specified in the Contract before 5:00 p.m. on **Monday, September 30th, 2024**. Failure to remove all property after the close of the Fair shall forfeit all property left on said fairgrounds to the Association. If an Exhibitor desires to occupy space beyond 6:00 p.m., **Monday, September 30th, 2024**, the Exhibitor must enter into a special contract with the Association for such use. Exhibitor must make this request in writing no later than August 1.

All mobile units must be completely skirted with matching or complementary skirting of canvas or metal. This includes commercial exhibits as well as food concessions.

The use of tape, tacks, nails, staples, or mastic on any wall surface, windows inside or outside of any building, drape, tent, sidewall, etc. is prohibited. Costs for cleaning or repair will be charged to the Exhibitor. **This will be enforced.**

All temporary buildings, booths, enclosures, railings, or paraphernalia of every sort whatsoever to be erected upon the space contracted to Exhibitor shall be of a first-class appearance. The Association shall have the sole right of decision as to whether such improvements or display meet this requirement. Any structure not complying with the terms herein may be ordered removed and the contract forfeited as the Association may elect.

Exhibitors must provide their own water hoses, where applicable, and their own electrical extension cords. The Association does not provide electrical cords or hoses. **See Electrical - page 7.**

The Association will not, under any circumstances, permit an Exhibitor to work on the installation of their concession or display during the hours the Fair is open to the public.

For the security and protection of all Exhibitors' merchandise, all buildings will be cleared immediately each night at closing time so they can be secured. The Association recognizes that some Exhibitors may be in the middle of a sales transaction at the time the building is to close. Everyone should complete business as quickly as possible and leave the building immediately. Exhibitors needing assistance with closing their respective booths must have their "help" in the building prior to closing time. **Security personnel will not admit anyone to a building after the building closes. This will be strictly enforced.**

Security personnel are unable to watch over exhibitor booths. If an Exhibitor is concerned about their merchandise, it is recommended Exhibitors staff their booths from the time the building opens to exhibitors in the morning for restocking and remain in their booths until the building has been cleared of the public in the evening.

Exhibitors, employees, and their representatives shall operate strictly within the limits of their contracted area(s) and will not operate in the aisles or roadways. Anyone found to be in violation of this rule will be subject to removal from the Fairgrounds and the Exhibitor's booth closed. Exhibitor shall insure that all employees and representatives shall be clean, fully clothed (shirts required), orderly, and polite in their conduct and speech, and that the exhibit space is kept clean with no accumulation of trash, paper, or combustible material.

Compressed gas cylinders must be secured so as to prevent them from being upset. **See Propane - page 13.**

TV and/or radio broadcasts of special events, including baseball and football games, will be prohibited if it causes congestion.

The Exhibitor is responsible for any and all expenses in connection with the decorating, equipping, or occupancy of the space with the exception of the power which is provided with the booth. The Exhibitor is also responsible for any expenses incurred for service people they hire which pertain to their exhibit.

No beer, wine, intoxicating liquor, controlled substance, or drug paraphernalia of any kind shall be kept, sold, or consumed by the Exhibitor or any of the Exhibitor's employees within the premises contracted to the Exhibitor or upon the fairgrounds of the Association.

"Courtesy" cards or notices of materials on loan cannot be displayed in exhibit booths without the written permission of the Association. The Exhibitor agrees he/she will not conduct or permit to be conducted upon the space contracted to the Exhibitor, under penalty of forfeiture of said contract and any sums paid thereon and ejection from the fairgrounds, any game of chance, lottery, or scheme that may be defined as gambling within the laws of the State of Washington, unless otherwise approved by the Association. The said Exhibitor further agrees he/she will not conduct or permit any show or exhibit which the Association may deem discreditable, immoral, or against the rules governing the Fair.

The Exhibitor agrees that he/she will not sell, reissue, exchange, or barter, or permit his/her employees to sell, exchange, or barter any privilege ticket, admission ticket, or credential to the fairgrounds issued to said Exhibitor.

Exhibit Information - SunDome

SunDome exhibit space will be 10' in depth (front to back) and 10' in width (side to side) unless otherwise noted. Display cases or custom-made structures should not exceed 9'8" in length or width to allow exhibit to fit within the 10' booth dimensions. The Association will provide flameproof

draperies for all booths in the SunDome only. The back wall will be 8' high and the side walls 3'. The height of any back wall or exhibit/display materials, this includes signage, may not exceed 12'. If an exhibit/display exceeds the 3' sidewall height (to a maximum of 8'), the Association may require the Exhibitor to rent 8' sidewall from the decorator, at the Exhibitor's expense.

If an Exhibitor chooses to use their own walls, they must meet height and width dimensions as outlined above. The backs of any exposed areas must be finished so as not to be objectionable to adjacent Exhibitors and must meet approval by the Association, or the Association may require the Exhibitor to rent draperies from the decorator, at the exhibitor's expense.

Booth space must be in a clean and presentable condition at all times. All carpets must be taped down on edges with **cloth tape (residue free)**. Tape may be purchased through the Association's decorator. (Bear Trade 509/949-3929)

SunDome Exhibitors Please Note: The Association will not furnish signs with your company name. The Association will only provide booth identification numbers.

Forklift Service

Any exhibitor requiring a forklift must contact the official decorating firm. Forklift service will be available for a fee through Bear Trade (509)949-3929 on a reservation basis. ***The Fair Association will not provide forklift or personnel to assist in the set-up or teardown of exhibits.***

Freight/Material Handling and Shipments

The Association will not accept, sign for, nor be liable for any shipments sent to the fairgrounds. Exhibitors are responsible for being on-site to receive shipments. If you are unable to accept shipments in person, you are responsible to make arrangements with Bear Trade Show and Convention Services, the official decorating firm. **Please note: This service is available for a nominal fee and must be paid in advance to Bear Trade Show and Convention Services in order for any shipments to be accepted. Please direct all questions regarding freight to Bear Trade Show and Convention Services at 509/949-3929.**

The Fair Association will not accept deliveries!

Exhibitors: You are responsible for notifying your cartage company of the hours when deliveries will be accepted. Access will be via Gate #1 to the northwest corner of the SunDome.

Giveaways

The Association must give approval in writing, using the form provided, for all giveaway items before August 15, and those items subsequently included as a part of the Concession and Exhibit Contract. With written approval, Exhibitors are allowed to give out food samples from within their assigned booth space only. Exhibitors of food demonstration booths (sampling) shall be responsible for obtaining an Itinerant Food License from the Yakima Health District (509) 575-4040. This License must be on display at all times during the operation.

Note: Under no circumstances will balloons, either inflated or deflated, be permitted as giveaway items nor will balloons be permitted as decorations in any display -- indoor or outdoor.

Golf Carts/Scooters

Carts/Scooters are not to be operated on the fairgrounds during the hours the Fair is in operation. The Association reserves the right to revoke use of cart/scooter at any time if driver operation is considered a danger to others. **This will be enforced.**

Insurance

The Association requires all Exhibitors to carry general liability insurance in effect throughout their occupancy of Association premises. Exhibitors shall procure and furnish the Association with a certificate of this insurance coverage **with the first deposit on the Concession and Exhibit Contract.** The policy must include the following:

1. Everyone that sells a product, gives away something, has a display on the fairgrounds, or sells or distributes consumable food, must have a Commercial General Liability policy with limits of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit Per Occurrence and One Million Dollars (\$1,000,000.00) Aggregate for bodily injury to one or more persons and property damage.
2. Coverage shall be of the Commercial General Liability type and shall include Products Liability.
3. Specific language as highlighted below **must be included** on each and every certificate of insurance. It is the responsibility of the Exhibitor to inform your insurance agency:

The Exhibitor shall be named insured on the policy, and the Central Washington Fair Association, its officers, agents, and employees, and the Board of Yakima County Commissioners shall be additional insureds listed on the insurance certificate.

4. The Association shall be notified at least thirty (30) days in advance of any reduction in or cancellation of the coverage.
5. Insurance may be obtained under the Association's coverage for the duration of the Fair. See enclosed information.
6. **Any contracted Exhibitor who has not fulfilled all insurance requirements by August 15th will automatically be charged a \$50.00 processing fee.** This insurance fee is payable by cash, cashier's check, money order made payable to CWSF or by Credit Card. See enclosed application form for additional information. Exhibitor's packets **will not be released** if insurance fees have not been paid. No exceptions for insurance certificate arriving after the August 15th, 2024, deadline.
 Additional conditions:
 - a. The Association reserves the right to request a complete text of the liability policy.
 - b. All significant limitations and exclusions must be identified and included on the Certificate of Insurance.
 - c. The Association reserves the right to reject any Certificate of Insurance or other evidence of coverage if such coverage does not meet their standards or comply with insurance requirements or fails to provide adequate protection.
 - d. The Association may, at its sole discretion, require higher limits of bodily injury and property damage liability insurance. Additional coverage may be required depending on exposure.

Liquids and/or Mulched Product Disposal - SunDome Exhibitors

Liquids and/or graywater without solid matter are to be disposed of by making special arrangements with the Exhibitor Manager. SunDome restrooms (toilets/sinks) are **not** to be used for disposing of liquids and/or graywater.

Produce or mulched products, i.e., those Exhibitors whose products are demonstrated to chop and grind, must dump their mulched waste in plastic garbage bags. A waste receptacle will be placed in the northeast corner of the SunDome for this type of garbage.

Any Exhibitor disposing of products (mulched type) capable of plugging drains in the SunDome plumbing will be fined \$250.00 and will be responsible for the costs related to clearing the plugged lines.

Messages

It is very difficult for Fair staff to deliver messages to Exhibitors. We do not know the names of people working in booths and most callers do not know the name of the booth they are trying to contact. Please arrange to have a cellular telephone, pager, or telephone in your booth if you need to receive messages from employees, family, etc. **The Fair Association will not be responsible for notifying Exhibitors of messages.**

Move-In Schedule

<u>Exhibit Area</u>	<u>Day</u>	<u>Times</u>
Outdoor.....	Monday, September 16	12:00PM - 5:00 PM
Outdoor.....	Tuesday, September 17	12:00PM - 5:00 PM
Outdoor.....	Wednesday, September 18	8:00AM - 7:00 PM
Outdoor.....	Thursday, September 19	8:00AM - 7:00 PM
Outdoor & SunDome	Wednesday, September 18	9:00AM - 8:00 PM
Outdoor & SunDome	Thursday, September 19	9:00AM- 10:00PM
Deadline for all	Thursday, September 19	10:00 PM

All commercial exhibits and concession booths must be completed **no later than 10 PM, Thursday, September 19th**. Only finishing touches to displays and food stands may take place on opening morning of the Fair. Any concession or exhibit in violation of this policy will cause the Exhibitor to be in breach of the contract and the Exhibitor will face immediate cancellation of all rights and forfeiture of all fees paid at the sole discretion of the Association. **The Association has the right to resell any unoccupied space beginning at 8:00 a.m. on the opening day of the Fair.**

Move-Out/Tear-Down

Dismantling and removal of indoor and outdoor exhibits/concessions may begin on **Sunday, September 29th**, after the Fair has officially closed. Violating this rule will be considered a breach of contract and the Association will not grant the Exhibitor any future contracts.

All exhibitors/concessionaires are to remove any and all banner flagging or pendants from their display prior to vacating the premises.

SunDome Exhibits: At 9:00 p.m. closing time on **Sunday, September 29th**, all Fair patrons will be cleared from the SunDome. Exhibitors may then begin hand-carting display materials from the SunDome. Appropriate identification (photo I.D. badges and/or move-out credentials) must be visible to security personnel for readmission to the SunDome during teardown and move-out. Only those Exhibitors and helpers with move-out credentials will be allowed entry to the SunDome to continue with move-out. The SunDome will be open on **Monday, September 30th**, from 8:00 a.m. – 4:00 p.m. for Exhibitors to complete the removal of their products and break down of their booth.

Outdoor Exhibits: Hand-trucking of exhibit material may begin after the Fair officially closes on **Sunday, September 29th**. Vehicles will be allowed on the grounds at **approximately** 10:00 p.m. and work must be completed and vehicles off the grounds by 1:00 a.m. Complete move-out information will be provided with the Exhibitor packets.

Agriculture Building Commercial Exhibits: Move-out will be on **Monday, September 30th**, from 8:00 am to 5:00 pm only.

Food Concessions: Clean-up may begin at closing time, 9:00 pm on **Sunday, September 29th** and continue until 1:00 a.m. on Monday. Arrangements for settlements and move-out must be made in advance with the Food Concessions Department should the Concessionaire wish to vacate the fairgrounds that evening. **Settlements must be completed prior to the concessionaire leaving the fairgrounds.**

All exhibit and exhibit materials must be removed from the fairgrounds ***no later than 6:00 p.m. on Monday, September 31st***. A written waiver of this rule must be obtained from the Association no later than August 1. If the Exhibitor fails to remove their property, the Association may remove the property to store at the risk and expense of the Exhibitor and the Exhibitor shall reimburse the Association for any expense thus incurred.

Objectionable Products, Materials, or Demonstrations

The Association takes pride in hosting a quality, family event. The Association does not deem acceptable the following items: Any item that could be used as or considered to be a weapon, including but not limited to stun guns, cap guns, lasers, mace, pepper spray, or similar item(s) that is considered a defense item or any items that simulate weapons. Drug paraphernalia of any kind, i.e., hash pipes, bongs, Laser pen lights, Selfie Sticks OR Drones. Any item that may be detrimental to the health or morals of the public or other materials of controversial nature.

These items are not to be available for sale, on display, nor kept within the confines of the exhibit area. If an Exhibitor is found to be in violation, the items will be removed and the Exhibitor subject to removal from the fairgrounds and the Exhibitor's booth closed.

The Association reserves the right to require the removal of any materials and to prohibit any demonstrations it deems inappropriate or offensive to public health, safety, or morals. Such matters include but are not limited to "how to" publications relating to bombs, illegal weapons, the modification of legal weapons, etc. Neither the Association nor any of its officers, agents, or employees shall be liable to the Exhibitor for any damages which may be sustained by the Exhibitor through the exercise of such rights.

Passes, Photo ID Badges and Parking

As part of their contract Exhibitors/Concessionaires will be provided a predetermined number of admission passes and/or photo ID badges and one parking credential per booth location. Concessionaires and Exhibitors may purchase a **limited number** of single day gate admission passes at a discounted fee through the Commercial Services Office located in the SunDome. ***These credentials are intended for people who will be staffing the Exhibitor's booth and ARE NOT FOR CUSTOMERS, FAMILY OR FRIENDS. Credentials distributed to Exhibitors are recorded by number and can be traced to specific Exhibitors.*** Exhibitor, Exhibitor's agent(s), and employees further understand and agree that they are prohibited from selling, reissuing, exchanging, or bartering any Central Washington State Fair credentials (entry or parking). Misuse of Photo ID badges or any other Fair issued credential will be grounds for immediate closure of exhibitor's booth and removal from grounds.

Photo I.D. badges are non-transferable

Exhibitors may pick up their allotted credentials at the Commercial Services Office (SunDome, see hours page 2). Commercial Services will handle Exhibitor packet* pick-up, purchases of additional parking and gate admission tickets, photo I.D. badges, verification of locations, and directions to exhibit space. **Exhibitor packets include gate admission and parking credentials, restock credential, move-out wristbands (SunDome vendors only), and, where applicable, RV parking credentials.* **Exhibitor packets will not be mailed.**

Once the Fair has officially opened, passes must be in the possession of Exhibitor and Exhibitor's employees in order to enter the fairgrounds. If not in their possession, full gate admission will be charged to enter the grounds. **Make sure your employees are aware of this.** Credentials are not to be duplicated, used in connection with any promotion during the Fair, nor will money be refunded for any credential under any circumstance. **Lost credentials will not be replaced or refunded.**

No credentials will be issued until all applicable fees are paid in full and the Association has received an approved certificate of insurance.

Pets

Pets/Animals are not permitted on the fairgrounds except guide animals accompanying individuals with disabilities and animals that are being entered in competition. Those animals being shown for competition must remain in their designated exhibit areas only. RV Park tenants traveling with a pet must keep their pet under control at all times, on a leash and in their assigned camping area. Pets/Animals are not to be left tied outside of vehicles. Owners of barking or vicious dogs will be asked to leave the fairgrounds. Owners are responsible for cleaning up after their pets. Never leave your pet/animal unattended.

Photographs/Sketching

Photographs or art sketching of any concession or exhibitor booth and/or product(s), art entries and photographic entries is strictly prohibited. The Fair reserves the option to photograph booths for historical and archival purposes.

Plumbing/Wastewater

Requests for special plumbing needs should be made in writing to the Association on or before August 1. See special instructions for Food Concessions page 21.

Propane

Prior to opening all vendors using propane must have their tanks, hoses, valves, etc. certified by a Certified Propane Technician. A copy of this certification must be turned in to the Fair's Administration Office, Attention Food Concessions Manager, before you open your Display or concession.

The Association will select one propane supplier to be used by all Exhibitors needing propane during the course of the ten-day Fair. Each Exhibitor will be contacted directly by the propane supplier with pricing and delivery information. Only this propane supplier will be permitted on the fairgrounds for servicing and refilling on a daily basis. All American Propane 509-575-7682 (**Propane Tech.**)

Propane Tanks: Any Exhibitor using propane liquefied petroleum gas tanks must follow the requirements as established by the City of Yakima Code Administration Dept., 129 North Second Street, City Hall, 2nd Floor; Yakima, WA 98901.

1. A permit is required for placement of a tank. Tank size is limited to 120 gallons. Permits available through the City of Yakima Code Administration Dept. 129 N. 2nd St., Yakima, WA 98901 at the Exhibitor's expense.
2. Tanks must meet DOT specifications.
3. Tanks must be a minimum of three (3) feet from buildings.
4. "No Smoking" signs must be posted on the tank.
5. Tanks must be a minimum of ten (10) feet from combustibles.
6. A minimum 3-A, 40-B: C fire extinguisher must be provided by the Exhibitor.
7. LPG containers with torch assemblies must be secured and limited to two and a half (2 1/2) pound water capacity.

Radio Frequency

Exhibitors using any wireless transmitting equipment (two-way radios, wireless microphones) are required to complete the enclosed form indicating type of equipment used and operating frequency. Some reprogramming may be required so as not to interfere with Association's two-way radios.

Raffles

Any raffle must comply with the rules and regulations established by the Washington State Gambling Commission; 4511 Woodview Drive, SE; Lacey, WA 98504. www.wagc.wa.gov In the event permission is granted, the Exhibitor must assure the Association, by letter, that the names will be used by and for the Exhibitor only.

The Association must give approval in writing, using the form provided, for all raffles. Names of winners must be reported to the Association by **October 4, 2024**. A copy of the Washington State Gambling permit must be submitted to the Association by **August 1, 2024**.

Recycling

The association has an active recycling program. There will be "Clear Stream" recycle containers placed next to trash cans for the recycle of plastic drink bottles and aluminum cans. Exhibitors and Concessionaires should recycle cardboard. See "Empty Container Disposal" on page 8 for further information.

Refunds

Exhibitors are required to post their policy regarding merchandise refunds so that it is visible to the customers. Exhibitors must provide refund information to all customers and provide a telephone number and address for the customers to contact if they have questions. Exhibitor's refund policy must also be stated on the order form or in any brochures provided to customers.

Restocking

Exhibitor packets will include a minimum of **one restocking credential per location** which will allow entry to the fairgrounds for restocking privileges. SunDome Exhibitors will use Gate #15 (Pacific Avenue); outdoor Exhibitors will use Gate #11 (18th Street). More information on restocking will be provided with the Exhibitor packet.

Outside Exhibitors - Restocking

Outside Exhibitors/Food Concessionaires with appropriate credentials will be permitted to enter the fairgrounds through Gate #11 (18th Street) between the hours of 6:00 a.m. and 9:45 a.m. Fri., Sat & Sun & 6:00 a.m. and 10:45 a.m. Mon—Thurs. **All vehicles must be removed from the fairgrounds by 10:00 a.m. Sat. & Sun. or 11:00 am, Mon—Fri. No Exceptions.** No vehicles will be permitted on the fairgrounds after 9:45 a.m. daily. **No Exceptions.**

Vehicles will also be allowed on the fairgrounds to service outside commercial and concession displays for a period of one hour after the Fair

closes each evening **and** after security has determined it is safe to allow vehicles access to the grounds. Only vehicles and drivers with appropriate credentials will be admitted to the fairgrounds and access will be through Gate #11 (18th Street).

SunDome – Restocking

The SunDome will be open during the Fair at 10:00 a.m. Friday, Saturday & Sunday and 12:00 p.m. (noon) . Monday — Thursday. to restock booths. Photo I.D. badges are strongly recommended for restocking privileges. **SunDome Exhibitors without photo I.D. badges or Restock Credentials will not be allowed access to the SunDome.**

SunDome Exhibitors using their vehicles to haul items in to restock their booth must use Gate #15 (Pacific Avenue) and move vehicles promptly after unloading. The parking slab immediately north of the SunDome must be cleared of all vehicles by 10:00 a.m. Fri., Sat & Sun. and 12:00 p.m. (noon) Mon—Thurs. **All vehicles are subject to towing at owner's risk and expense if not moved from this area by the designated times.** As a courtesy to all Exhibitors, please unload and move your vehicle.

Exhibitors are to park in the Exhibitors' Parking Lot (infield of track behind the pink gate) during the course of the Fair. Parking credentials issued are for the Exhibitors' Parking Lot only, not the main public parking lot. **Vehicles left in the lot north of the SunDome after restocking will be towed at owner's risk and expense.**

RV Space

Space is reserved based on date completed application and accompanying payment is received -- first received, first-served basis. **Please note: Our RV Park does fill each year so please handle this in a timely manner.**

Sales Tax

Any organization or individual making sales on the fairgrounds must have a Washington State sales tax number. Contact the Washington State Department of Revenue; www.dor.wa.gov, (you can request a number online) 3703 River Road, Suite 3 Yakima, WA (509) 454-5160. **The Association must have your Washington State sales tax number by August 1st. The sales tax rate is 8.3%.**

Security

The Association employs guards, traffic directors, and other personnel to protect property on the fairgrounds and assist in Assuring safety for all. The Association and its officers and employees cannot and will not accept responsibility and/or liability for Any damage or injury resulting from theft, fire, mysterious disappearance, the elements, accidents, or other conditions or causes, whether to exhibits, property of Exhibitor's, vehicles on the grounds and articles left therein, or any property of any nature whatsoever. Each night of the Fair, the buildings will be secured at closing times and locked as soon as possible. **No one will be admitted to the buildings after closing time.** Exhibitors are asked to close their booths promptly and be out of the building **within 15 minutes** of closing time. Security personnel are unable to watch over exhibitor booths.

Therefore, it is recommended Exhibitors staff their booths from the time the buildings open to exhibitors in the morning and remain in their booths until the building has been cleared in the evening if they are concerned about their merchandise. Exhibitors cannot remain overnight in their booths.

There will be no restocking of indoor booths after closing time. Security personnel will admit authorized exhibit personnel to the buildings after 9:00 a.m. Sat & Sun and 10:00a.m. Mon-Fri. for restocking. Identification will be required. The Association assumes no responsibility for materials in the booths. If you have anything in your display that could easily be carried away, we suggest you take it with you when you leave each evening.

Settlements

Exhibitors/Concessionaires paying a percentage of their sales to the Association must complete their settlements on Monday immediately following the close of the Fair. Settlements are handled in the Administration Building between 9:00 a.m. and 4:30 p.m. **All settlements must be completed prior to the Exhibitors/Concessionaire vacating the fairgrounds.** If you are not able to complete your settlement within this time frame you must make arrangement with the Commercial Exhibits/Food Concessions Department **prior to close of the fair!**

Signs/Political Advertising

No hand-written signs will be allowed. All signs must be of a first-class quality. Signs must be confined to the booth area, not exceeding the width, height, or depth of booth. The Association shall have the right to require an Exhibitor to remove any sign considered, in the Association's opinion, to be undesirable or in violation.

No Exhibitor or Concessionaire will be allowed to have A-Frame/Sandwich boards set up outside their booth space.

SunDome Exhibitors please note: The Association will **not** furnish signs with your company name for your booth. The Association will only provide booth identification numbers. **The identification numbers must be visible at all times.**

No Exhibitor shall display any form of political advertising and/or disseminate political propaganda unless the Exhibitor's contract permits such a privilege. The Exhibitor cannot solicit outside the Exhibitor's allotted space as described in the contract. Advertising of candidates for office may only take place in a booth rented for that purpose.

Solicitations

The Central Washington State Fairgrounds is private property. Begging or soliciting is positively prohibited. No roving vendor or solicitor, acting from a profit, non-profit, religious, eleemosynary, or other organization, or on its behalf, shall be permitted on the fairgrounds. All solicitations from either contributions or sale must be made within the confines of a booth or display area that has been leased, in writing, from the Association. Anyone violating this rule is subject to removal from the fairgrounds.

Exhibitors or concessionaires, employees, and their representatives shall operate strictly within the limits of their contracted area(s) and will not operate in the aisles or roadways. Anyone found to be in violation of this rule would be subject to removal from the Fairgrounds and the Exhibitor's booth closed.

Sound Devices

Permission for the use of sound producing apparatus must be obtained, in writing, from the Association on or before August 1. This apparatus must be of such nature as not to cause annoyance or inconvenience to other Exhibitors or visitors. No sound devices (record players, tape recorders, loudspeakers, etc.) shall be allowed unless they are an integral part of the item(s) on sale.

All Exhibitors desiring to use P.A. systems or other noise-making devices must have the written approval of the Association (see enclosed application). Those Exhibitors with approved noise-making devices may have their privilege revoked if the noise level becomes too loud. Undue noise shall be determined by the Association. **Please, be a good neighbor.**

Stickers

Adhesive stickers are not permitted as advertising, giveaways, or sale items.

Tents/Canopies – See Decorator Services - Page 6

Key Event Services will be our contracted canopy supplier (see page 2). All contracted Exhibitors will receive a rental order form and General Information regarding their product and services, directly from the tent and canopy contractor. All rentals **must** be arranged ***in advance***, using the order form provided by the canopy contractor. The availability of tents/canopies cannot be guaranteed after **August 1, 2024. Reserve Items Early!**

Tip Jars

Tip jars are not permitted under any circumstances.

Trademarks

Certain words, slogans, and graphic symbols have been established to represent the Central Washington State Fair and are the exclusive property of the Central Washington Fair Association. These valuable trade names and protected slogans and symbols may not be used without the express written consent of the Association.

Vehicles

Vehicles will not be permitted on the fairgrounds after 9:45 am. Fri., Sat & Sun. and 10:45 am Mon-Thurs. Security personnel have instructions to tow any vehicle remaining on the fairgrounds after these times and the vehicle will be impounded at the owner's risk and expense.

Do not park in front of building doorways, block vehicle lanes, or park in specified fire lanes when unloading/loading. **Unload/load your vehicle quickly and remove it from the fairgrounds immediately.**

Vendor/Delivery Credentials: Product suppliers/vendors making deliveries to the fairgrounds during the Fair are required to **purchase a Delivery Permit** (one vehicle permit and one gate credential). The vehicle permit must be on the windshield of the delivery vehicle and the driver, and all accompanying personnel must each be in possession of a gate credential or Photo I.D. Badge. Delivery Permits may be purchased at Commercial Services Office in the SunDome prior to the opening of the Fair. Any delivery by a supplier during the Fair must be made ***between 6:00 a.m. and 9:45 a.m. Fri., Sat & Sun and 10:45a.m. Mon—Thurs.*** Hand trucking is only permitted after 10:00 a.m. Sat & Sun and 11:00 a.m. Mon- Fri. **There will be no exceptions!**

All vehicles with authorized Fair parking credentials are to be parked in the area designated by the credential. The parking credential must remain on the dash or rearview mirror, clearly visible, at all times the vehicle is parked in the designated parking area, ***or the vehicle will be towed and impounded at the owner's expense and risk.***

A separate parking area for stock trailers and trucks **may** be available without electrical power. This area is for fixed-base units that will not move the entire run of the Fair. Once parked in this area, vehicles cannot be removed until after the Fair has officially closed on **Sunday, September 29th**. **Check-in with the Commercial Exhibits Department in the SunDome upon your arrival to see if this area will be available.**

An area to park food storage/prep vehicles requiring electrical service may be available, however, there will be very limited space. Space will be allocated on a first-come, first-serve basis, if available. **This area is not to be used for overnight camping and/or living quarters.** Any evidence of such will cause the vehicle so used to be removed from the area. See Commercial Services for more information on this parking area.

Will Call Procedures

Will Call is available to exhibitors and concessionaires for your convenience. It is located on the main floor of the Administration Building at the Will Call window. It is intended to be used only on a **limited** basis. Your passes should be distributed to your employees prior to the Fair opening.

If you plan on using Will Call for gate admission passes, please read the following procedures to ensure that they are handled properly:

- . All Will Call passes must be placed in an envelope (you provide) clearly marked with company name.
- . All of the names of people who are authorized to pick up passes must be clearly marked on the outside of the envelope along with the number of passes they are to be issued. When they pick up their pass, they will be required to show photo identification for verification.

We will do our best to ensure that the passes you place at Will Call are distributed to the proper person, but we will not be responsible for any lost passes or for being unable to locate an employee's pass. **If you are concerned about this, you should make sure you get your passes to your employees prior to opening of the Fair.**

If there is any part of these Rules and Regulations that you do not understand or have questions on, please contact the Commercial Exhibits Department at (509) 248-7160 ext. 105 or gair@fairfun.com immediately. We will be more than happy to assist you.

We appreciate your support and participation in our fair!



Central Washington State Fair

Food Concession Regulations

Fair Dates: **September 20 through 29th, 2024**

The Exhibitor acknowledges these "Rules and Regulations" are incorporated in and made a part of the accompanying Concession and Exhibit Contract. In the event of a conflict between these Rules and Regulations and written contracts, the former shall take precedence. **Read these regulations carefully, be informed, and ask questions on any particular matter you do not fully understand.**

The Association reserves the right to amend, add to, and interpret all regulations and to finally settle and determine all questions and differences with respect thereto, arising out of, connected with, or incident to the Fair.

The following are rules and regulations that apply to all Exhibitors and Concessionaires (hereinafter referred to as the Exhibitor) that have been adopted by the Association and will be enforced.

Cash Registers/Requirements

Exhibitors paying a percentage of their sales will be required to use cash registers for the duration of the Fair. The Association will take a beginning total reading of cash registers prior to the official opening of the Fair.

Each Exhibitor is required to properly train all employees in the operation of the register to minimize errors. Failure to do so will not be acceptable reason for excessive errors, i.e., no sales, over rings.

Daily sales reports and the Detail/Journal (Z reading) register tape for the respective day must be submitted to the Administration Building by **Noon each day**.

1. Computation of sales: Sales as shown by the cash registers, less documented, approved adjustments, will be considered to be the actual gross sales from a concession unless the Association deems the sales to be higher for an articulable reason, i.e., observed unrecorded sales, broken registers, etc.
2. Cash register requirements: Exhibitor will be responsible for supplying cash registers meeting the minimum standards as listed below:
 - a. Non-resettable grand totals
 - b. Non-resettable Z counter and Z reading
 - c. Registers must have a Detail/Journal tape and receipt tape
 - d. ***Registers should print the date and time on the detail tape***
 - e. **All registers must have two-way displays and must be in plain view of the customers.**
3. Cash register procedures:
 - a. A "Z" reading will be taken from each machine at the beginning and end of each operating day by the Exhibitor and recorded on forms provided by the Association.
 - b. All sales will be rung up on the cash register in the correct amount.
 - c. The cash drawer will be closed following each sale. Continuously open cash drawers or the use of a separate cash box is prohibited.
 - d. The use of a "No Sale" key is limited to three rings per hour. If it is determined that the key is being overused it will be construed as an unrecorded sale and a factored amount will be added to the daily sales.
 - e. Over rings must be recorded on an over ring sheet provided by the Association and circled on the register tape. The machine number, transaction number, amount, and cashier's signature are to be recorded on the tape. This record will document the adjustment to the sales.
 - f. The Exhibitor is responsible for removing the Detail/Journal tape at the end of each day.
 - g. Provision and maintenance of cash registers is the responsibility of the Exhibitor. Any problem must be reported to the Association in a timely manner.
 - h. An individual designated by the Association will be allowed access to the cash registers at any time the Association deems it necessary.
 - i. The Association reserves the right to place an observer in any concession stand to ensure proper cash register procedures.
4. Accounting
 - a. The Exhibitor must complete and turn in to the Association each day a sales report for the previous day, along with Detail/Journal cash register tapes and any over-ring sheets. All records will be presented in an organized format.

- b. The Exhibitor shall, for audit purposes, make available to the Association such financial records as may be required by the Association auditor.
- c. The Association shall have access to the books, documents, papers, and records of the Exhibitor, which are directly pertinent for the purpose of auditing, examining, excerpting, and copying.

City of Yakima Regulations

The following regulations have been established by the City of Yakima Code Administration Department and will be enforced:

1. If hot food is prepared in enclosed food concession units, all vents and fans must be in working order.
2. They shall be free of grease and other volatile accumulations that could create a fire hazard.
3. Each food concession unit shall be equipped with an approved fire extinguisher.
4. The working area shall be free of paper and other debris that could create a fire hazard.
5. Canvas food concessions must comply with fire retardant regulations and standards.
6. The area immediately surrounding the food concessions shall be policed to avoid trash and residue accumulation.
7. The interiors of the units shall not be littered with cardboard boxes, packing material, and debris that could create a fire hazard.

Equipment

1. All food concession stands must be of a first-class appearance and shall serve only the highest quality of food and beverage.
2. Food stands must be constructed in a safe and generally acceptable manner and must meet all appropriate codes. The Washington State Department of Labor & Industries has established requirements for all food concession trailers and conversion vendor units. It is the responsibility of the Exhibitor to contact the Department of Labor & Industries and insure all such units meet their codes.
3. Maximum dimensions of a food stand operated at the Fair will be 15' frontage x 15' depth. The Association must approve any stand exceeding these dimensions, in writing. All overhanging attachments, i.e., roofs, signs, sidewalls, awning, hitches, etc., must be within these dimensions.
4. The Association strongly recommends and prefers that all food stands be professionally manufactured mobile units or, if not, be constructed with colored metal siding or T-1-11 siding.
5. The exterior of the stand must be clean, attractive, and freshly painted if necessary. The Exhibitor shall be responsible for maintaining each concession stand in a good and clean condition throughout the term of the Contract. Concession stands in obvious need of repair or maintenance, i.e., cuts, scrapes, nicks, rusted areas or parts, unpainted surfaces, broken windows, dents, etc., are unacceptable and will be repaired by the Exhibitor.
All food stands are required to have smooth easy to clean flooring.
7. The roof of the stand must complement the stand, be constructed so it cannot be blown off, and must be attractive.
8. All mobile units must be completely skirted with matching or complementary skirting of canvas or metal. **No corrugated paper skirting is permitted.**
9. Beverage tanks and product inventory will not be stored outside of the stand unless it is concealed in a manner approved by the Association. **No exceptions.**
10. All service and work counters are to be freshly painted or shall have unscarred Formica or stainless-steel surfaces.
11. Food stands must have waste water holding tanks for liquid waste.
12. All food stands must have their menus and prices for all items on attractive, first-class signs that are readable from a distance of ten feet. Association shall have the right to require an Exhibitor to remove and improve any sign the Association considers undesirable.

Food Concession Workers

Remember, clean equipment, good lighting, and a well-scrubbed appearance attracts customers. These things not only help to bring a customer to you but will often bring them back to a location again and again. Good clean service is due your customers

This is what you DO:

- . **DO keep hands and fingernails clean**
- . **DO keep outer garments clean and neat. Wear light-colored garments and/or aprons, preferable white.**
- . **DO restrain hair, as necessary.**
- . **DO keep persons with obvious sores, rashes, or skin lesions from working in the concession.**
- . **DO refrain from smoking in the stand. Take a break, leave the stand, and wash your hands before returning, even if they appear clean.**
- . **DO wash your hands after using the restroom -- without fail.**
- . **DO keep the stand and the area immediately surrounding it clean.**
- . **DO keep litter and garbage from accumulating in and around the stand.**
- . **DO handle water carefully. Prevent wet, muddy conditions.**
- . **DO keep foods and equipment up off the ground.**
- . **DO keep food covered.**
- . **DO keep small children and unauthorized persons out of the food stand.**
- . **DO obey the rules for temporary food establishments.**

General

1. All approved products, as listed in the Concession and Exhibit Contract, must be dispensed, and served from within the confines of the concession stand. Exhibitors will not be allowed to establish auxiliary counters, extensions, or additions next or adjacent to their stand/site to dispense or serve approved products, i.e., soft drinks, condiments, etc. Unless prior authorization has been permitted.
2. The Exhibitor shall be responsible for training and closely supervising all employees so that they are aware of and habitually practice the highest standards of cleanliness, courtesy, and service required. The Exhibitor will provide an adequate number of personnel in the concession stand to properly service and attend to the patrons.
3. Exhibitors will break down and flatten all cardboard before placing it in dumpsters.
All Yakima Health District rules and regulations must be followed.
Tip jars or solicitation of tips via electronic sales are not permitted under any circumstances.
4. The Concessionaire/Exhibitor are to remove and dispose of any and all banner line flagging or pendants from their display prior to vacating the premises.
5. No Exhibitor or Concessionaire will be allowed to have A-Frames/Sandwich boards outside their designated booth space.

Health District Requirements

All Exhibitors must comply with health regulations established by the Yakima Health District. Any questions regarding these regulations should be directed to the Yakima Health District. 509-575-4040.

The following are some of the requirements of the Yakima Health District for all food concession stands and food concession workers at the Central Washington State Fair:

1. All Exhibitors operating food concessions and Exhibitors of food demonstration booths shall be responsible for obtaining an Itinerant Food License from the Yakima Health District. This License must be on display at all times during operation. Information for licensing is enclosed.
Due to the nature, locations, and variety of conditions surrounding the operation of temporary food service establishments, it may not be possible to provide certain physical facilities required for "permanent" establishments. Therefore, it may be necessary to restrict the types of food sold or the methods by which they are served, to modify procedures and facilities, and to impose additional requirements.
2. **Food temperatures:**

Hamburger and all foods containing ground meat	155°F
Pork and all foods containing pork	150°F
Poultry and all foods containing poultry	165°F
Rare roast beef or beef steak	130°F
Eggs and all foods containing uncooked eggs	140°F
All other potentially hazardous food	140°F

Metal stem thermometers are required for monitoring food temperatures.

3. Ice which will be consumed, or which will come into contact with food, shall be obtained from an approved supplier in chipped, crushed, or cubed form.
4. The preparation of potentially hazardous food, such as cream-filled pastries, custards, and similar products, and meat, poultry, and fish in the form of salad or salad sandwiches, such as egg salad sandwiches, is prohibited. This does not apply to hamburgers, frankfurters, and other food that requires only limited preparation. This also does not apply to any potentially hazardous food that is served in its original unopened container and has been kept at a safe temperature in approved storage. **Foods prepared in the home are prohibited.**
5. Food-contact surfaces of food preparation equipment, such as grills, stoves, and worktables, shall be protected from contamination by customers and dust. Where necessary, effective shields shall be provided. Equipment shall be installed in such a manner that the establishment can be kept clean and so that food will not become contaminated
6. Liquid waste, which is not discharged into a sewer system, shall be disposed of in a manner approved by the Yakima Health District and by the Association and in such a manner so as to not create a public health hazard or nuisance condition.
7. Establishments must have access within 200 feet to a three-compartment sink with hot and cold running water to wash, rinse, and

sanitize utensils. The sinks must be large enough to accommodate the largest utensil. For those booths preparing only non-potentially hazardous foods, see the Yakima Health District's Temporary Food Service Facilities Rules for Operation for an alternate set-up for dishwashing.

8. Approved hand washing facilities with clean, warm, running water, soap, and paper towels must be provided. See the Yakima Health District's Temporary Food Service Facilities Rules for Operation for an alternate set-up for hand washing.
9. Floors shall be of smooth, easily cleanable material (no raw concrete or raw wood).
10. Preparation and serving areas shall have cover or roofing sufficient to shed rain and provide adequate windbreak.
11. It is recommended that **all** workers have a food handler card posted in the booth. The Yakima Health District **requires** that at least one worker per shift has an up-to-date Food Handler Card in each concession stand location. Questions regarding Food Handler Cards should be directed to the Yakima Health District.

The Yakima Health District will no longer be on the fairgrounds prior to the Fair to administer Food Handler tests. Exhibitors and their employees may test for their Health Cards online at www.goodworkercard.wa.gov. You will need a credit card handy to pay for the class before you take it. The Yakima Health District is located at 1210 Ahtanum Ridge Drive, Union Gap, WA.

12. All employees shall wear clean outer garments, maintain a high degree of personal cleanliness, and restrain hair, as necessary
13. Each concession unit must provide waste receptacles adequate in size and number and emptied frequently so that there is no overflow, litter, or nuisance. The receptacles must be durable, easily cleanable, insect and rodent proof, nonabsorbent, in sound condition, watertight, and with a tight-fitting lid
14. Potentially hazardous foods must be held at 41°F or below or 135°F or above, at all times except during preparation. The cooling of potentially hazardous foods is prohibited unless the Exhibitor can show that the foods in question can be cooled from above 135°F to less than 41°F within four hours. Potentially hazardous foods need to be reheated rapidly, from 41°F to 165°F within thirty minutes.
15. Condiments must be served in the following manner: Single-serving packets, pumps, or squeeze bottles. Approved deep-well containers (preferably stainless steel) with attached list must be used for self-service of food items such as onions, lettuce, tomatoes, relish, pickles, etc. Containers must be constructed where handles of tongs will not fall into food items. Tongs for service are required.
16. Anytime anyone touches anything contaminated, such as currency or coin, they must wash their hands before handling food. The Yakima Health District, following the direction of the Washington State Rules and Regulations, agrees there should be minimal hand contact with food during preparation and/or serving. Frequent hand washing is a must!

Any other requirement or restriction deemed necessary by the Health District Office to protect the public health in view of the particular nature of the food service operation should be met. **Any violations noted by the Health District Officer must be corrected within the specified period of time.** Failure to comply with such notice shall result in the immediate suspension of the Temporary Food License and such suspension shall be reported immediately to the Association.

Contact information for Yakima County Health Department:

Fiona Dunbar – Environmental Health Specialist ,Yakima Health District

1210 Ahtanum Ridge Drive, Union Gap, WA 98903

509-249-6544 office or 509/249-6544 cell or email Fiona.Dunbar@co.yakima.wa.us

www.yhd.help.desk@co.yakima.wa.us

Hours: 8:30 a.m. to 4:30 p.m. Monday-Friday

Menu/Price List

Each Exhibitor shall submit a menu of food items being sold on the form provided in this packet with their signed contract. Each item shall be listed along with the price and size. (i.e., 16 oz, 24 oz, or 32 oz etc.)

Coca-Cola is the exclusive provider of water, soft drinks, and energy drinks for the Central Washington State Fair. As part of this agreement Coca-Cola will be offering national pricing and credit for unused product. All concessionaires are required to purchase their product directly from Coca-Cola. You will receive price sheets prior to fair.

All beverage is subject to the fair's standardized pricing: 20 oz bottled Water \$3.50 / 20 oz soft drink \$4.00 / 16oz Energy Drink \$5.00 / 24 oz fountain \$4.00 and 32oz fountain \$6.00

Percentage Payments

The Association will provide those Exhibitors paying a percentage with Daily Gross Sales Report forms. Those Exhibitors are required to complete and sign these forms and to **deposit these forms along with register tapes at the Administration Building not later than noon each day** for the preceding day's sales. Register tapes become the property of the Association and will not be returned.

Final settlements of percentage payments shall take place closing Sunday by appointment only and on **Monday, September 30th**, in the Administration Building from 9:00 a.m. -12:00p.m. and 1:00 p.m. – 4:00 p.m. If you are not able to complete your settlement within this time frame you must make arrangements with the Food Concessions Department prior to the close of fair.

All settlements shall be completed no later than 4:00 p.m. Monday, September 30th, unless prior arrangements have been made with the Food Concessions Department.

Final Settlement must be completed prior to the Exhibitor/Concessionaire vacating the fairgrounds.

If an Exhibitor chooses to operate their stand prior to and/or following the official opening and closing days of the Fair, they must first obtain written permission from the Association. If permission is granted, the Exhibitor agrees to operate under all the same rules and regulations and agrees to include all sales made these days in the final settlement with the Association -- additional report forms shall be provided for this purpose.

Plumbing/Wastewater

1. All food concessions in the food triangle area are required to have grease traps. Mobil units as well as Tent units. This is listed as an additional item on your contract if it applies to your concession.
2. Grease traps are to be cleaned prior to Fair opening, midweek by Thursday prior to AM opening and on an as needed basis.
3. Grease and oil must be disposed of in containers furnished by the Association. Exhibitors found disposing of grease or other garbage in sanitary or storm drains will be charged for the cost of removing such garbage and repairing any damage resulting from Concessionaire's improper disposal. **No grease is to be dumped in the drains.** It is the responsibility of the concessionaire to instruct all their employees about the proper disposal of grease. Anyone found in violation of this rule is subject to a \$1,000.00 fine.
4. An employee of the Association will inspect the grease traps prior to Fair opening and on Thursday AM. You will be required to have a knowledgeable employee available on-site with tools to allow our personnel to inspect the grease trap. Restaurants and Food Concessions providing commissary services for multiple locations may be required to clean grease traps on a daily basis.
5. Wastewater must be disposed of in appropriate sanitary sewers. Chapter 90.40.080 Revised Code of Washington (RCW) states: "It shall be unlawful for any person to throw, drain, run, or otherwise discharge into any of the waters of this state, or to cause, permit or suffer to be thrown, un, drained allowed to seep or otherwise discharged into such waters any organic or inorganic matter that shall cause or tend to cause pollution of such waters according to the determination of the department, as provided for in this chapter."
ABSOLUTELY NOTHING IS TO BE ALLOWED TO GO INTO STORM DRAINS except naturally occurring rainwater.
Concessionaires found disposing of wastewater in other than appropriate sanitary sewers will be charged for the cost of removing such wastewater and repairing any damage resulting from Concessionaire's improper disposal.

If there is any part of these Rules and Regulations that you do not understand or have questions about, please contact our office immediately at (509) 248-7160 ext.105. We will be more than happy to assist you.

Have a great fair!