

WALLA WALLA FAIR & FRONTIER DAYS

Let 'em kick! Since 1866



2021

Concessionaire & Vendor

HANDBOOK

Walla Walla County Commissioners, the Fair Board of Directors, General Manager and Staff welcome you to the 155th annual Walla Walla Fair and Frontier Days – 5 fun-filled days that begin on September 1st and end on September 5th.

On the following pages you will find the rules and information you will need while at the Fair. Please take the time to read the handbook completely as there is crucial information for you as a Concessionaire or Vendor. Make sure you AND your employees are familiar with its contents.

The rules detailed in this handbook are a part of your Contract Agreement with the Walla Walla Fair and Frontier Days and will be enforced. By following them, everyone will be able to look forward to a successful Fair.

We wish you the best and hope you enjoy the 2021 Walla Walla Fair and Frontier Days. If you have any questions, please contact us.

WALLA WALLA FAIR AND FRONTIER DAYS

September 1-5, 2021

Wednesday – 11:00 a.m. to 11:00 p.m.

Thursday – 11:00 a.m. to 11:00 p.m.

Friday – 11:00 a.m. to Midnight

Saturday – 11:00 a.m. to Midnight

Sunday – 11:00 a.m. to Midnight

Pavilion Closes at 11:00 p.m. every day

Located at: 363 Orchard, Walla Walla, WA 99362

Mailing Address: PO Box G, Walla Walla, WA 99362

Phone: (509) 527-3247

Fax: (509) 527-3259

info@wallawallafairgrounds.com

vendor@wallawallafairgrounds.com

FAIRGROUNDS STAFF

Greg Lybeck, CFE/General Manager

Koren Schmaltz, Exhibitor/Rental Coordinator

JoAnne Bennett, Office Coordinator/Tickets/Vendor Coordinator

Larry Elsey, Maintenance

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RULES AND REGULATIONS

The Vendor acknowledges these “**Rules and Regulations**” are incorporated in and made a part of their Contract Agreement.

The following rules apply to Vendors, Commercial Exhibitors, Concessionaires, food and novelty operators, and all other individuals, corporations, associations, fairgoers, etc., while on the premises. Wherever the word Vendor appears in the context of these rules and regulations, it shall also be understood to mean commercial exhibitor or concession and/or concessionaire.

READ THESE RULES AND REGULATIONS CAREFULLY AND ASK QUESTIONS ON ANY PARTICULAR MATTER THAT YOU DO NOT FULLY UNDERSTAND.

It is your responsibility to be knowledgeable. 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 regulation or misrepresentation on the part of the Vendor will forfeit all privileges granted, fees paid, and rights to further participation in future fairs.

The Walla Walla County Fair shall have the absolute right and discretionary power to interpret, alter, add, cancel, relax, or vary any of these standards in individual cases, except where such changes would violate local or federal statutes.

Vendor agrees to defend and hold Walla Walla County, the Fair Management, its Board and agents, Commissioners and their agents, harmless from any all claims for damage suffered or alleged to be suffered in or about the premises by any person, company or corporation.

Violation of Rules

Fair Management may revoke a Vendor’s privilege at any time in case of a known violation of the Rules and Regulations, Washington State or U.S. Laws, Walla Walla County Ordinances, or in the opinion of the Fair Management. In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of your lease, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla.

Force Majeure / Unavoidable Happening

Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party’s reasonable control. Written notice of a party’s failure or delay in performance due to force majeure must be given to the other party which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree to discuss in good faith whether to reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

Advertising Materials and Signage

No person shall be permitted to distribute advertising materials; i.e. handbook, coupons, fliers, tokens, signs, banners and/or other items at the Walla Walla Fair, except from within their leased vendor booth or display space. No one shall be allowed to solicit or distribute materials in aisles or while roving on the grounds, and/or placing advertising materials on or in automobiles on Fairgrounds property. Anyone violating this policy is subject to removal from the Fairgrounds.

The Walla Walla Fair can demand and effect the removal of any advertising matter which, in the sole discretion of management, it considers objectionable. No Vendor shall display any form of political advertising or disseminate political propaganda unless his individual contract permits such a privilege. Vendors must not display their advertising banner in any other building, stand, enclosed or grounds space anywhere on the Walla Walla Fairgrounds, unless they have leases said premises from the Walla Walla Fair.

Alcohol / Controlled Substance

Consumption, storage, and sales of alcoholic products, including, but not limited to, intoxicating liquor, beer, and wine, are absolutely forbidden while at the Fair with the exception of within the designated areas. No controlled substance or drug paraphernalia of any kind shall be kept, sold, or consumed by a Vendor or any of his employees within the premises contracted to the Vendor or upon the facility. Violation of this policy will result in the Vendor being required to vacate the grounds immediately, forfeiting all monies paid.

Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA) mandates equal treatment of persons with disabilities. The Walla Walla Fair holds all its licensees responsible for meeting the requirements of this mandate. ADA became effective for recreational, leisure, and entertainment providers in January 1992. The ADA defines an "individual with a disability" as a person who has a physical or mental impairment that substantially limits one or more major life activities, who has a record of such impairment, or who is regarded as having such impairment. Every provider (vendor and/or concessionaire) is responsible by law for accommodating both physically and mentally impaired person by methods that are "readily achievable". Every effort should be made to give guests with disabilities the opportunity to participate in rides and other amusements. When the safety of guests or employees will be placed in jeopardy, their admission may be refused.

Amusement Exhibit

By Washington State Law, proper Washington State Licensing is required before you open your booth for business. Please follow: RCW 67.42.025 and RCW 67.42.010.

ATM Machines

During the Fair, ATMs are located throughout the fairgrounds. A service fee applies to all transactions and may be subject to additional surcharges depending on the banking provider. Exclusive rights have been given to ATM provider by Fair Management. Vendors are not permitted to ATMs within their booth.

Booth Size and Set-up

Outside booths are in increments of 10' X 10', a double would be 20' X 10'. Any business must be conducted within that allotted space. All awnings/tables and trailer hitches fit must within the allotted space. There will be no drilling of holes into the asphalt to secure booth.

Pavilion booths range from 12' X 10' to 15' X 12'. Double booths can be rented, if available. Pipe and drapes are provided. Side walls are 3' tall and the back wall is 8' tall.

Nothing is to be placed on the walls or hung from the ceiling. Hooks are available to hang a light-weight banner or sign off the back pipe. Any display walls/equipment needed, must be provided by Vendor. Height restriction in the Pavilion is 12'. Canopies or anything that would hinder the sprinkler system are not allowed.

Booth Space Assignment

The Fair Management reserves the right to change booth space assignment to meet our infrastructure needs. This will include, but not limited to telephone, internet, water, electrical, etc.

Camping

There are a limited number of camping spots available for Concessionaires and Vendors. Camping applications are required and it is suggested they are completed early. Spaces are not guaranteed year to year. Rates are:

- Regular space: \$150 w/power/water
- Reefer Space: \$150 w/power
- Tent: \$50 (no power or water)

Please check in at the Pavilion Office to receive your camping spot assignment. You must have your spot assignment before entering camp area. Small tents will be allowed with your camper if they can fit with your other accommodations, otherwise two spaces must be reserved.

Camping is for camping vehicles only. There is no extra vehicle parking in the camping area. Vendors wishing to park extra vehicle must use Vendor Parking Pass for the Vendor Parking Lot, located near the camping area.

Lanes of 20' between rows of camping units must remain open at all times for emergency access and fire protection. Vehicles blocking emergency access will be towed away at owner's expense.

Vendors will not remove their camping unit until after midnight on Sunday. Move out is all day on Monday following the Fair.

Pets are allowed with a \$15.00 fee per pet. Pet clean-up is required daily. Walla Walla County has leash laws and clean up laws. Pets will not be allowed to wander the grounds. If pets become a noise problem, you will remove the pet.

Camping (continued)

Sewer pumping services will be available for \$25.00 each time. Once camping spot is assigned, additional services can be paid for at the Pavilion Office during the Fair. Please indicate if you would like this service and which day(s) on your registration form and include payment. Pumping service is early in the morning. Let the Pavilion Office know by noon if you have not received this service.

No alcoholic beverages allowed outside of RV. No marijuana use allowed on grounds. Follow State laws and regulations.

Vendors agree to observe and follow the rules and regulations as stated in the Vendor Handbook pertaining to camping/parking. If you are asked to leave, you will do so with no questions asked. The owner of camper and/or vendor borrowing camper agrees to hold harmless, indemnify and defend the Walla Walla County and Walla Walla Fair from any liability due to loss, damage, or injury to self or other property while such is on the Walla Walla County Fairgrounds.

When in the camping area, all vendors will follow the County Fairgrounds rules pertaining to firearms.

Cancellations

Returning vendors will receive 90% refund of payment made if cancelled before March 30. ***There will be no refund for returning vendors after April 30.*** New contracted vendors after April 30 will receive a 90% refund for 30 days after the date on the signed contract, or until July 31. ***There will be no refund after July 31.***

Check-In and Placement

Vendors must check in at the Pavilion Office prior to setting up booth.

Gate and Parking passes will be available in the Pavilion Office and can be picked up upon review of completed paperwork. Vendors shall be checked in and setup prior to 7 p.m. on Tuesday, the day before the Fair begins.

Check-Out/Load-Out

Dismantling and removal of exhibits may begin at Midnight on Sunday, AFTER the official closing of the Fair. Any violation of this rule will be considered a breach of contract and Vendor may not be granted any future agreements by the Fair. Absolutely no vendor/concessionaire vehicles allowed access to booth until 12:30 AM Monday.

Child Safety

We recommend that Vendors not allow children under the age of 12 to accompany them during setup and tear-down because of potentially hazardous conditions.

Contracts

Every individual or company doing business on the fairgrounds during the Walla Walla Fair must have a written and signed contract relative to that activity. This contract shall be governed by and construed in accordance with Washington States Laws.

COVID-19 Reopening Guidance

All vendors will follow all COVID-19 Reopening Guidance set by Washington State for Businesses and Workers at the time of the 2021 Fair. Please visit Washington Governor's website at: <https://www.governor.wa.gov/issues/issues/covid-19-resources/covid-19-reopening-guidance-businesses-and-workers> to review the latest guidance for our region and your industry. Guidance may include wearing masks, distancing procedures, sanitization, health screening of employees, etc.

Additionally, prior to commencing on-site services, all vendors are required to develop at each establishment, a comprehensive COVID-19 exposure control, mitigation, and recovery plan which must be adhered to. A site-specific COVID-19 monitor shall be designated at each location to monitor the health of individuals and enforce the COVID-19 job site safety plan. A copy of the plan must be available at all locations and available for inspection by state and local authorities.

Criteria (New Vendors)

All points listed below are considered in our selection process when reviewing new Fair Vendors:

- Waiting list status
- Product (uniqueness, creativity, pricing, and experience)
- Booth Appearance
- Space/Power needed and availability
- Other Fair's recommendations

Criteria (Returning Vendors)

If all rules and regulations are followed in the previous year, returning vendors will be given first right of refusal to be a vendor once again. Due to layout changes, returning vendors are not guaranteed to be in the same space as previous years.

Electricity

Electricity power requirements should be noted at time of application. Each booth space has the minimum of (1) 110 outlet. Any additional, or special power requirements will be discussed with Fair Management and, may be allowed at the vendor's cost. The Fair Management has the authority to disconnect any booth that overloads electrical capabilities. Vendors are required to provide their own electrical equipment that meets Uniform Fire Code.

Emergencies

For an immediate emergency, **CALL 911**. For less urgent needs, contact security personnel.

Employees

Employees of Vendors shall be clean, well groomed, fully-clothed (shirts and shoes required), neat in appearance, orderly, polite in their conduct and speech, courteous and efficient. The vendor shall not employ any person or persons in or about the premises who uses improper language or acts in a loud, boisterous or otherwise improper manner. The Vendor will provide competent personnel necessary to carry out the term of their agreement. The Vendor is also responsible for expenses incurred for service staff they hire.

Employee Discounts

Vendors are not obligated nor expected to extend free or discounted merchandise or food to employees and directors of the Walla Walla Fair. Vendors are encouraged to notify the Fair Management if they are approached by anyone asking for free or discounted merchandise or food.

Equipment Rental

The Walla Walla Fair does not supply canopies, tables, or chairs.

Local Equipment Rentals:

Sun Rental - (509) 525-0774 / (509) 525-3395

Exclusivity

Our policy is not to grant product exclusivity to any Vendor participating in the Fair. For the mutual benefit of our Vendors and the public, we do make every effort to diversify products by not booking similar lines of merchandise. Selection is based upon product, presentation, references, and whether the product fits within the Rules and Regulations as adopted by the Fairgrounds Management.

Failing to Open / Close Early

Any vendor which fails to open at the designated opening time or remain open until the designated closing time, will forfeit their right to return next year. If a Vendor's booth must be closed during operating hours for any reason, a written explanation of the closure and expected hours of closure must be submitted for approval by the Fair Management prior to the occurrence.

First Aid

If first aid is required due to accident or illness, contact security to escort the injured guest to the first aid station. First aid station is located adjacent to the Education Building.

Food Samples and Demonstrations

Vendors are not permitted to give food and drink away, except in the form of samples, as means of promoting a product being sold. All samples of food products for giveaways must be approved in advance by Fair Management. Upon approval, Vendors are allowed to give food samples only within the premises of the assigned booth space and must obtain approval and permits from the Health Department in respect to food handling, food storage, etc. Walla Walla Health Department will inspect hand washing facilities of all vendors conducting demonstrations of food sampling from their booth. Fair Management requires that food sampling be listed on insurance policy.

Gate Passes

The Vendor will receive four (4) gate passes with each booth for each day of the fair. If additional passes are needed, they may be purchased at a discounted price of \$5.00. Each vendor will receive one (1) parking pass for the vendor parking lot. A limited number of additional parking passes are available at \$15.00. All passes allotted are specifically for the use of vendor staff only.

Any attempt on the part of the vendor to sell, exchange, or gift complimentary admission or parking passes issued by the Walla Walla Fair will be adequate cause for cancellation of the contract and removal from the property.

Gate Passes (continued)

After Hour Passes for Booth Servicing

Vendors needing an after-hours (before 9:00 a.m. and after midnight) service pass to enter the fairgrounds should notify fair management.

Vehicles and service trucks **must be off the grounds by 9:00 a.m.** each morning during the Fair and may not return to the grounds before 12 midnight. Vehicles and service trucks are only allowed entry and exit at gates 2, 4, or 7. Vehicles and services trucks must use designated routes and refrain from driving near livestock barns and showrings.

Concessionaire Gate Passes

As a part of the contract, Concessionaires will receive two (2) one-day gate passes based on a three-year average of gross revenue. (See table below) If additional passes are needed, they may be purchased at a discounted price of \$5.00.

Gross Revenue	Number of Gate Passes
\$0 - \$10,000	20
\$10,001 - \$20,000	40
\$20,001 - \$30,000	60
\$30,001 - \$40,000	80
\$40,001 - \$50,000	100
\$50,001 – 60,000	120
\$60,001 – and above	140

The Fair Management will determine the Concessionaire parking passes, and any needed after-hours service passes to gate 7.

Giveaways/Drawings

All giveaway items (pens, key chains, etc.) must be listed on your application. There are vendors on the fairgrounds that pay for the privilege of selling certain items and we must honor their licenses by not allowing free distribution or giveaways of the same or similar items.

All drawings must be made prior to 9 PM closing night. An official of the Fair may, at his/her option, be present when the drawing is made. It is the Vendor's responsibility to deliver the prize, gifts or premium to the winner within 15 days after the drawing. The prize, gift, or premiums must be absolutely free with no additional payment of money or other consideration required by the winner. Walla Walla Fair employees, Vendors, their employees, or immediate families are not eligible to participate in the drawings for prizes, gifts or premiums.

Insurance

Insurance coverage is required for all Walla Walla County Vendors. Walla Walla County requires a Commercial General Liability Insurance. The Vendor shall obtain and maintain, for duration of the contracted event dates, a minimum of \$1,000,000 combined single limit bodily injury and property damage insurance coverage.

Insurance (continued)

The Vendor shall ensure the Walla Walla County is listed as additional insured, and that insurance is **primary and non-contributory**. The Vendor shall provide a copy of insurance, which must include a Certificate of Insurance with an endorsement naming Walla Walla County, with signed contract.

The “Certificate Holder” on the Certificate of Insurance must be listed as: Walla Walla County, 314 West Main Street, Walla Walla, WA 99362.

If needed, insurance can be purchased through the Walla Walla County at a cost outlined below:

2021 Insurance Costs (if purchased through Walla Walla County) – 5-day policy

Vendor: \$132.10

Concessionaire: \$132.10

Pay-To-Play Vendor: \$132.10

Pay-To-Play Vendor (pony ride): \$292.10

Pay-To-Play Vendor (bounce houses): \$217.10

If purchasing insurance through Walla Walla County, please work with the Vendor Coordinator to obtain insurance. A completed Event Policy Holder Application is required along with a separate check made payable to the Walla Walla County appropriate amount listed above. Insurance application must be submitted no later than August 23, 2021. Please do not include insurance fee in your booth rental fee.

Parking

Vendor parking is in Lot 1, off Orchard St. There will be no passing through Kiddie Land for anyone parking in Lot 1. Vendors parking in Lot 1 must enter at Gate 2 (at Orchard St) to be scanned in with a gate pass.

If an escort is needed back to Lot 1 at the end of the day, contact the Pavilion Office or Security.

Pets/Animals

No unauthorized pets are allowed on the Fairgrounds. Owners are expected to clean up after their pet. Only the following animals will be permitted on the Fairgrounds:

1. Service animals; or
2. Pets used in exhibitions; or
3. Organized pet training classes or demonstrations; or
4. Animals used by law enforcement or armored car services; or
5. Pets contained in the RV area of the Fairgrounds either on a leash or within an RV.

Photographs/Video Taping/Sketching

Photographs or art sketching and Video Taping of any Vendor’s booth and/or product, and employees is not allowed except for use by the Walla Walla Fair for promotional, historical, archival purposes. In signing the contract, the Vendor hereby waives any rights of use or other intellectual property rights related to the media or its future use by the Walla Walla Fair or County Fairgrounds.

Prohibited Items

Fair Management reserves the right to refuse any product on the basis that the proposed product would not be in the best interest of promoting and representing the Walla Walla Fair. Vendors will be required to comply with a ban on the display and/or sale of items that have been or could be considered a nuisance, hazardous and/or potentially dangerous, including but not limited to:

Helium balloons	Cap guns	Rubber band guns
Pop balls	Fireworks	Blow darts
Colored hair spray	Gang logo Hats/Clothing	Bows & Arrows
Potato or plastic guns	Stink bombs	Ninja stars
Stun guns	Pepper sprays	Drug paraphernalia

Fair Management reserves the right to inspect merchandise displayed and sold at any time during the Fair to ensure compliance. Management shall have the right to confiscate any of the items listed above, or any other items that may be deemed in the sole discretion of management to pose a nuisance, hazard or danger.

Raffles

Raffles may only be conducted by a nonprofit/charitable organization. Vendor must have a letter from the IRS that the organization is exempt from Federal income Tax and it will be presumed that you qualify. If there are any questions, please follow the State Laws, RCW 9.46.0257, and RCW 9.46.0355, and WAC 230-46. Washington State Gambling Commission can be reached at (800-345-2529). Winners must be reported to the Fair Office at the end of the Fair.

Rates

Most Vendor spaces are rented at the following flat rates:

<u>Inside Spaces/Pavilion:</u>	12' x 10' = \$441 / 13' x 10' = \$477.75/ 13' x 12' = \$477.75 16' x 10' = \$588 / 16' x 12' = \$588
<u>Outside Spaces #1:</u>	10' x 10', Basic cost \$420 (\$40/ft x front footage plus fee)
<u>Outside Spaces #2:</u>	10' x 10', Basic cost \$367.50 (\$35/ft x front footage plus fee)

A 5% Utility Fee is included in all booth prices.

Indoor or Outdoor booths not fitting into the standard booth sizes listed above will be assessed a charge on square footage as determined by Fair Management.

Refunds

Vendors are required to post their policy regarding merchandise refund so that it is visible to the customers. Your refund policy must be printed on the order form or in any brochures provided to the customer. Vendors must provide refund information to all customers and provide a telephone and address for the customers to contact if they have questions.

Safety Regulations

The Walla Walla Fair is a safe workplace and all vendors, concessionaires and contracts shall comply with State and Federal regulations. Vendors are responsible for all aspects of safety in connection with any work they perform themselves or contract to be done. All work is to be performed in a manner to avoid risk of bodily injury or risk of damage to property. You are responsible for monitoring and making any corrections necessary in the work procedures that will minimize risks and damage.

Sale of Business

If Vendor's business is sold, space at our Fair does not automatically transfer to the new owner. New owners should contact Fair Management to discuss the possibility of a "trial first year" with the Fair.

Security

The Walla Walla Fair will have uniformed and non-uniformed security personnel on the grounds. Every reasonable precaution will be taken for the safe preservation of the persons, articles of exhibition, livestock and property. It is the benefit of the Vendors to have their booths properly manned. Security in the booths is the responsibility of the Vendor. The Fair Management will not be responsible for loss or damage by theft, water and fire, or assume any liability for accidents to persons or property.

Sexual Harassment

The Walla Walla Fair is committed to creating and maintaining an enjoyable workplace atmosphere. Vendors are expected to be free from sexual harassment perpetrated by another Vendor or other associated with the Fair. The Walla Walla Fair would not expect any person to tolerate: Unwelcome sexual advances; Requests for sexual favors; Offensive verbal physical conduct of a sexual nature (including sexual jokes, cartoons, comments, etc.). Should you encounter such behavior from anyone affiliated with the Fair, contact Fair Management.

Skateboards, Etc.

No Skateboards, roller skates, roller blades, bicycles, scooters, motorcycles or similar recreational vehicles are allowed on the grounds. Golf carts and other motorized transportation may be authorized.

Smoking

RCW 70.160. Smoking is prohibited in all buildings, including the livestock barn area, inside any food concession space, grandstand area, within 25 feet of a doorway, window capable of opening, or ventilation system air intake. For the convenience of Vendors and Fair guests, designated smoking areas are provided on the grounds.

Solicitations

The Walla Walla County Fairgrounds public property, but there are conditions on admission. Begging, peddling, hawking or contribution-seeking on the grounds at large is not allowed during the event. All solicitation by vendors for either contributions or sale must be made from within the confines of a booth or display area that has been leased in writing. Anyone violating the policy is subject to removal from the Fairgrounds.

Sound Devices

Vendors may use sound amplifiers, radios, air conditioning units, or other sound producing devices in their booth space. These must be such a nature as not to cause annoyance to other vendors, concessionaires, or visitors. A second warning may result in immediate termination of contract.

Space Allotted

All Vendors must confine activities to within the limits of space allotted to them. Sales people and demonstrators are prohibited from operating in the aisles and from extending their activities into the aisles. Violations may result in immediate termination of contract and/or refusal by Walla Walla Fair to allow Vendor return in following years.

Staffing Your Booth

During the official open hours of each day of the Walla Walla Fair, all Vendors must be open to the public and supervised by a competent attendant. No one is allowed to stay overnight in a booth. If any vendor fails or refuses to abide by these rules, Fair Management reserves the right to terminate the contract and to take possession of the concession. In the event of a breach of contract, Fair Management will not return advance payments to the Vendor and may seek other remedies.

Storage

Limited space to park food storage or prep vehicles requiring electrical services will be available in the vendor camping area, near Lot 1 for a fee. (Please see camping rules) Space will be allocated on a first-come first-serve basis.

Taxes

County Tax Requirements - #3636

Each Vendor must use the Washington DOR Tax Reporting Account Number – 3636 – when recording sales tax during the Fair. This information will be reported on your DOR Monthly/Quarterly Combined Excise Tax Return. Our tax rate is 8.7% and is subject to change at any time. The County Treasurer does monitor the monthly tax receipts by Vendors.

Other Taxes

Vendor agrees to pay all lawful taxes and assessments, including, but not limited to, the leasehold excise tax which, during the term hereof, or any extensions provided for herein, may become a lien or may be levied by the State, County or City, or any other tax levying body upon the premises herein or upon taxable interest of Vendor acquired by this policy, or any taxable possessory right which

Vendor may have in or to the premises or facilities, or the improvements thereon by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal owned by Vendor in or about said premises.

Taxes (continued)

Upon making such payment, Vendor shall provide, to the Walla Walla Fair, a copy of the receipts and vouchers showing such payment. When provided, the Vendor shall not be deemed to be in default of its obligations under this policy for failure to pay taxes pending the outcome of any proceeding instituted to determine the validity of such taxes. Any organization or person selling merchandise, products, or other tangible personal property, soliciting sales of tangible personal property for later delivery, charging admission to their area, charging for participation in a game or skill or other amusement activity such as rides or slides, and/or having income or receipts from entering into agreement to lease or rent tangible personal property or real property, shall have a Washington State sales tax number. Contact the Washington State Department of Revenue – 4407 N. Division Street, Ste. 300, Spokane WA 99207 – (800) 647-7706.

Tip Jars/Donations

There will be no placing of tip jars on the stand or the soliciting of tips anywhere on the grounds. Soliciting of donations is prohibited on the Fairgrounds. Tipping Walla Walla Fair staff with food or discounts is also prohibited.

UBI Number

Any organization or person making sales must have a Washington State Unified Business Identifier (U.B.I.) number.

Washington State Department of Licensing
(800) 451-7985 or <http://business.wa.gov/BLS>

UPS/FED EX/DHL

For shipment of any product or parts to the Fairgrounds, please use UPS, DHL, or Fed Ex. USPS does not deliver to the Fairgrounds. Arrangements will be made for UPS, DHL, and Fed Ex to drop off at the Pavilion Office every day. **Make sure your booth name and number are on the package.** If you know you have a COD, let the **Pavilion Office** know. The Fair will try to find you for receiving delivery.

Physical Address for shipments: 363 Orchard St, Gate 2, Walla Walla, WA 99362

Weather

High winds and rain have been known to happen during the Walla Walla Fair. You must come prepared to handle both wind and rain.

All vendors who wish to erect canopies (including umbrellas) at the Fair are required to have their canopies sufficiently and safely anchored to the ground with a **minimum of 24 lbs. per leg**, from the time their canopy is put up to the time it is taken down. Any vendor who fails to properly anchor his or her canopy will be responsible for the damage.

The Fair Management will not be responsible for your booth and/or product due to weather damage once it is brought onto the grounds. If you have left the grounds during or after set up, we will try to contact you if your booth has been damaged. Your contact information will be shared with security during the nighttime hours.

Wi-Fi

Wi-Fi connectivity is available in limited areas on the grounds. To access the Wi-Fi network, please contact the Vendor Office for instructions. Please note that the connectivity is not guaranteed.

Workers

We encourage you to work with a local staffing provider well in advance of the Walla Walla Fair. This will allow them more time to screen applicants and enhance the quality of the referrals.

WorkSource - (509) 527-1821

Express Employment Professionals - (509) 522-1326

Concessionaire & Pay-To-Play Vendors

In addition to the above Vendor Rules and Regulations, Concessionaires & Pay-To-Play Vendors must adhere to the following:

All concessionaire and pay-to-play vendors are required to pay a deposit based on the value of the space determined by the Fair Management. If a signed agreement is not submitted prior to March 30 of the current year, the booth will be reassigned to another concessionaire/vendor.

Concessionaire & Pay-To-Play Vendor Percentage

The concessionaire and pay-to-play vendors deposit will be deducted from the total owed by the concessionaire/vendor (20% of the gross receipts or whichever is the greater after deduction of Washington State Sales Tax) at the conclusion of the Fair. The term "gross receipts" as used herein shall mean the aggregate amount of sales made and services performed for cash, or credit card or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, ware, merchandise and services for alike property, or services, at the selling price thereof. Provided however, that the term "gross receipts" as used herein, shall not be construed to include all taxes, including sales tax and other similar taxes or imposition imposed on or by reason of sales or charges where billed to the customer by licensee as a separate item.

Concessionaire & Pay-To-Play Reporting Requirements

All Concessionaires and Pay-To-Play Vendors must maintain a daily record of all gross receipts derived from the operation. A point of sale system is recommended and preferred for daily reporting. The use of cash register is acceptable. All sales will be rung up for the correct amount on a point of sale system or cash register. **Any cash drawer used will be closed following each sale.** Continuously open cash drawers or the use of a separate cash box is prohibited.

An individual designated by Fair Management will be allowed access to the point of sale system or cash registers at any time Fair Management deems it necessary. Fair Management reserves the right to place an observer inside any concessionaire or pay-to-play vendor booth to ensure proper sales reporting procedures.

If a concessionaire/vendor chooses to operate their booth prior to and/or following the official opening and closing days of the Fair, they must first obtain written permission from the Fair. If permission is granted, the concessionaire/vendor agrees to operate under all the same rules and regulations and agree to include all sales made these days with the first day's sales are turned in.

For Point of Sale Systems:

Point of Sale systems must be used for credit card purchases and can be used to record cash sales.

System can be used via Wi-Fi (where available) or cellular data. If you choose to take credit cards, please note that the system could run in offline mode when the cellular and/or Wi-Fi traffic on the grounds is at peak capacity. This means that a credit card transaction could come back as decline or invalid when the device returns to on-line mode. All such transactions are the full responsibility of the concessionaire/vendor and must still be reported as sales. The device will automatically sync when a signal is available and it returns to online mode.

Sales as shown by all devices in each location, less documented adjustments, will be considered the actual gross sales of the concessionaire/vendor, unless Fair Management deems the sales higher in the case of observed unrecorded sales, broken machines, power outages, etc.

For Cash Registers:

Concessionaires and Pay-To-Play Vendors will be responsible for supplying cash registers meeting the standard as listed below:

- Non-resettable grand totals
- Non-resettable Z counter and Z reading
- Registers must have a detail/journal tape and receipt tape
- Registers should print the date and time on the detail tape

Make sure the register tape is legible and dark and that the over-rings are marked on the tape. Each vendor must turn in the Z tape. Hand-written notes of the total are not acceptable. Concessionaires and Pay-To-Play Vendors are NOT permitted to work from an open cash drawer, money apron, or cash box.

Over-rings must be recorded on an over-ring sheet that is provided by management and circled on the register tape. It will be necessary to record the machine number, transaction number, amount, and cashier's signature. This record will document the adjustment to sales. Booth operator must remove the detail/journal tape at the end of each day. Provision and maintenance of cash registers is the responsibilities of the concessionaire/vendor. Any problem must be reported to Fair Management in a timely manner.

Concessionaire & Pay-To-Play Accounting

Every Concessionaires and Pay-To-Play Vendor that pays a percentage must turn in the previous day's sales reports or register tapes (including Z tapes and over-ring sheets) to the Fair Office between 9:00 a.m. and 11:00 a.m. the following day. Point of sale system sales reports can be emailed directly to the Fair Office at: vendor@wallawallafairgrounds.com. Write booth name and the previous day's date on the sales reports/tapes.

A \$50 late fee will be applied to accounts for each delinquent day of reporting.

Final check-out for Concessionaires and Pay-To-Play Vendors will be held Sunday night at midnight and again Monday morning at 8:00 a.m. until 11:00 a.m.

Concessionaires

The Walla Walla County Health Department has established the guidelines which must be followed by concessionaires preparing food. The Fair Management has requested the Health Department's strict application and enforcement of these rules and other health regulations in order to avoid incidents involving food hazards. Cooperation by concessionaires is greatly appreciated and required.

Concessionaire employees shall obtain a Washington State Food Workers Card from the Walla Walla County Health Department prior to the first day of the Fair. The Concessionaire Vendor shall maintain a file with all Food and Beverage Workers' permits on site.

Concessionaires - Community Center Kitchen

Concessionaires using the kitchen during the Walla Walla Fair may pick-up their keys one week prior to the Fair. Keys will be returned to the Fair office by 5:00 PM Friday following the Fair. The Concessionaire will have until 5:00 PM Friday after the Fair to clean up the kitchen and remove all his/her equipment from the kitchen off the grounds. The kitchen will be in the same condition as upon possession; including floors, counters, sinks, walls coolers, etc. If any work is done by the fairground maintenance staff, except for minimum cleaning, such work will be charged at a rate of \$50.00 per man-hour. Arrangements may be discussed to leave equipment.

Food Items

Concessionaires may not substitute and/or add any food items, prizes, giveaways, drawings, products, and or services without prior approval. Changes of any item listed on the contract shall be brought to the attention of the Fair Management. Violations may result in immediate termination of contract.

Gray Water Disposal

Gray water is described as any wastewater that does not include sewage or soiled wastewater. Examples of gray water include wash wastewater and shower wastewater. Kitchen and toilet wastewater are not classified as gray water. Gray water must be disposed of in appropriate sanitary sewers. Concessionaires found disposing of gray water in other than appropriate sanitary sewers will be charged for the cost of removing such gray water and repairing any damage resulting from Concessionaire's improper disposal. Please check with the Pavilion Office for gray water disposal.

Grease Disposal

Concessionaires in need of grease disposal are required to use the designated containers. Please check with the Pavilion Office for the location of the grease containers on the grounds. Concessionaires disposing grease or other garbage in any unapproved manner will be charged for the cost of removing such garbage and repairing any damage resulting from the Concessionaire's improper disposal.