

COMMERCIAL VENDOR HANDBOOK

THE IMPORTANCE OF THIS HANDBOOK

This entire Handbook becomes a legal part of your Vendor License by reference. It is your responsibility to ensure that you and anyone working in your booth is familiar with the following rules, conditions, provisions, and information. It is highly recommended that returning exhibitors read this Handbook very carefully as there are revisions and new information this year which will affect you.

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PAPERWORK

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APPLICATION

All potential vendors, returning or new, must fill out an application to be considered for vendor space at the Washington County Fair. The application can be found on the website <u>www.bigfairfun.com</u>

VENDING LICENSE

A vending license, signed by the vendor and the Washington County Fair, is required to do business at the Washington County Fair. The Vending License is not binding upon Washington County or the Fair until it has been duly accepted and signed by its authorized Fair agent, and payment is received per the terms of the License.

INSURANCE

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

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

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

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

PAYMENTS

All booth fees are due within ten (10) business days of issuance of the Vending License. Payments not received by the due date shall be subject to cancellation. Visa, MasterCard, Personal or Business Checks, Cashier's Check or Money Order are the only types of payments that are accepted. Personal and Business Checks are not accepted after June 30th.

CANCELLATION/REFUNDS

Vendors cancelling space once payment has been made will forfeit any amount paid. In the event the Vendor fails to comply with the terms and conditions of the Vending License, all payments for vendor space shall be deemed earned and nonrefundable by the Washington County Fair and the Fair shall have the right to occupy the space in any manner in the best interest of the Fair without further notice to the Vendor. In the event that the Washington County Fair is cancelled by Fair Management all booth fees shall be refunded.

AMENITIES

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DECORATOR

Pipe & Drape will already be installed for all Vendor Booths in the Wingspan. You may provide your own booth supplies and equipment. However, if you need to rent items for your booth such as tables, chairs, or carpeting, you must use our exclusive decorating company, All Star Tent & Rental. 503-585-9408 <u>info@allstartents.com</u> Outside companies may not come onto the Fairgrounds for the purpose of providing or

installing such equipment.

TENTS/ CANOPIES

Tents and canopies of any kind are not permitted inside the Wingspan Event & Conference Center (Wingspan) or on the Fairgrounds. For outside vendors who need a tent or canopy, only the approved decorator can supply these. Contact the Vendor Manager for a quote. It is important to note that if you plan to hang displays, shelving or grid panels, the sidewalls of the tent or canopy alone will not support such items and taping or attaching anything to the tent or canopy is not allowed. It is your responsibility to provide your own independent, free-standing structure to hang items from.

ELECTRIC

One (1) 5-amp outlet is provided with your Vendor Space. GFCI protection is required for all 120V 20-amp receptacles as required in 2005 NEC 210.8B, and that is to be provided by you, as the Vendor. You are also required to provide all cords you will need, and they must be in good working condition. All End Caps must be in place. The Hard-Wiring of cords will not be allowed. The Washington County Fair reserves the right to refuse to hook up any vendor. Any electrical equipment will be inspected by our licensed electrician and must meet all current electrical code requirements. Beyond the first 5-amp outlet that comes with your space, <u>any extra electrical needs must be requested in</u> <u>advance</u>. Each additional 120 V 20-amp circuit you need will cost \$125.00 each. There are a very limited number of 50-amp 240V 4 wire outlets available, and they must also be requested in advance at a cost of \$175.00 per outlet. All these electrical prices will be outlined in the application where you will be able to request them at the time you apply. If you are issued a License, the Electrical Fees must be paid for at the same time you pay the License Fee. Extension cords may be used only within the guidelines established by the Washington County Fire Department office.

PLUMBING/WATER

Water service is limited. If you need a hook-up for water service you will need to <u>order and pay</u> <u>for this service in advance</u> after you are extended a License, at a cost of \$50.00 per water service hook-up, and you will pay for it at the same time you pay the License Fee. Sewer hookups are not available.

INTERNET/PHONE

Telephone Services is not available. Complimentary Wi-Fit is available in the Wingspan only. WASHCO-Public or Wingspan Guest are the names of the two networks. These are not password protected but will prompt you, through your internet browser, to agree to the terms by selecting a check box. Please note: Some Point of Sale (POS) systems require a password protected network and will not work on an "open" network. You should bring your own Hotspot or cellular device if you plan on using a POS system that needs internet access.

ATM

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

FAIR HOURS & PARKING

HOURS OF OPERATION

All booths are required to be open for business and staffed at all times during all open hours of the Fair. Vendors found to have left their booth unattended may be subject to termination of their vending license without refund and will not be considered for booth space in future years. It is highly recommended that your booth staff arrive on-site at least 30-minutes prior to the public opening each day to ensure that you booth is staffed as required.

2024 WASHINGTON COUNTY FAIR HOURS

Friday July 19:5PM - 12AMSaturday July 20 & Sunday July 21:10AM - 12AMMonday July 22 through Friday July 26:5PM - 12AMSaturday July 27 & Sunday July 28:10AM - 12AM

HOURS ARE SUBJECT TO CHANGE AT ANY TIME FOR ANY REASON.

<u>Vendor access to the fair is through the Southwest gate next to the Wingspan.</u> You must have your vendor wrist band on and visible. This gate is accessible from the South Parking lot. If you go through the main gate you will be subject to a bag search just like the fair attendees which the Washington County Sheriff's Department has implemented this year and you will be restricted to the same hours of the fair as the attendees are.

<u>Vendors inside the Wingspan:</u> We will be doing a soft close at 10PM every night. There is no re-entry into the fair after 10PM. Staff will close the roll-up doors shortly thereafter. Security and fair staff will walk the building until the last fair attendee and vendor have exited the building. At which point, staff will secure the Wingspan for the evening. <u>Outdoor Vendors:</u> The fair closes at Midnight (except the final Sunday). All sales need to be finished and your booth needs to be closed at Midnight. The Washington County Sheriff's Department & Hillsboro P.D. will help the fair attendees exit the fairground every night. Vendors open past midnight may be subject to termination of their vending license without refund and will not be considered for booth space in future years.

PARKING

All Vendors must park in the Vendor Parking Lot, which is the South Parking Lot of the Wingspan located on Veterans Drive. As part of the application, you must indicate the number of daily or season passes you would like to purchase in addition to the 1 season pass which is provided by the fair. Purchased parking passes are at a discounted rate and only valid for use in the Vendor Parking Lot. Vendors may not park in the public parking lots. Any vendor found parked outside the Vendor Parking Lot will be towed and their vending license will be revoked without refund of booth fees. The sale or misuse of Parking Permits by vendors, Licensees, their agents, family members, or any other person may result in immediate expulsion with no refund; there may be monetary fines or criminal charges filed, and the vendor may not be allowed to return to future Fairs.

RV PARKING

A limited number of dry lot RV spaces are available by first come first served. The cost is \$300.00 for the entire 10 days of the Fair. To reserve a dry RV space, please contact the Vendor Manager. Come prepared for your RV or Camper to be fully self-contained. NO TENT CAMPING is allowed.

MOVE-IN/OUT

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LOAD-IN ASSISTANCE

If you will need a Forklift to off-load/re-load items for your booth, or a Pallet Jack they will be available on a limited basis. The cost for the Forklift and Operator will be a minimum \$100.00 fee per each 30 minutes use (meaning off-load into the booth, and re-loading into your vehicle during the move-out are 2 separate charges) and each will be required to be **scheduled and paid for in advance**. The Forklift Service will be able to be scheduled between 10 AM and 3 PM on each load-in day and for the load-out, if you need Forklift Service, it will only be available on Monday, July 29, 2024, from 8 AM to 3 PM by appointment. The use of the Pallet Jack will cost \$30.00 and you will be able to request it on-site during the load-in and it will be available only on a limited basis, depending on the demand for it.

VENDOR MOVE IN

Upon arrival at the Fairgrounds, all vendors must first check-in with the Vendor Manager. No exceptions. You will receive a packet with your vendor parking pass(es), vendor wrist bands, and move-in instructions. Move-in is Thursday July 18 from 10 AM to 8 PM & Friday July 19 from 10 AM to 3 PM. <u>You cannot load in through the glass doors on the South side of the building.</u>

ADMISSION

Admission is free at the Washington County Fair. Each vendor will be issued wrist bands for their staff that must be always worn. Vendors must use the Vendor Entrance Gate to come and go. Vendors will not be permitted to remain in booths overnight.

VENDOR MOVE-OUT

Vendors may begin dismantling booths after 10:00 pm on the last night of the Fair. However, vehicles will not be allowed on the grounds until after the fair has closed (12AM) and patrons have safely evacuated the property. All booths must be removed from the Fairgrounds by 5 pm on the Monday following the last day of the Fair. Security personnel will be on duty until 7 am Monday morning. During move-out, vendors will be expected to remove all trash and debris from their area and place it in the appropriate trash or recycle containers provided by the Fair. Any articles or materials not removed from grounds will become the sole property of the Washington County Fair. The Fair reserves the right to dispose of such property in any manner it may deem in the best interest of the Fair. <u>You cannot load out through the glass doors on the South side of the building.</u>

VEHICLE ACCESS TO FAIRGOUNDS

Vendors will not have vehicle access to the grounds. Check with the Vendor Manager if you would like to restock your booth. Restocking hours are 1 hour prior to the fair opening each day through the vendor entrance. Vehicles not complying with unloading time requirements will be towed at the owner's expense. No vendor vehicles, including motorized scooters, golf carts, ATVs or bicycles are permitted inside the Fairgrounds. Do not block fire lanes at any time.

GOLF CARTS & UTILITY VEHICLES

All vendors are prohibited from using Golf Carts or Utility Vehicles on the property.

FIRE INSPECTIONS

All booths and furnishings are subject to the inspection of the City of Hillsboro Fire Department who may demand removal of unsafe materials. Questions concerning the flame resistance of materials to be used in booths should be referred to the City of Hillsboro Fire Department Office (phone 503-681-6166) Rugs or mats are suggested as floor coverings for your booths.

VENDOR PROHIBITIONS

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PROHIBTED ACTIONS

- In the building, appropriate floor protection must be used under vehicles, landscaping displays or anything that may cause damage to the floor.
- Drip pans must be used under vehicles.
- Spray on polish such as products used on tires, vinyl or rubber cannot be used.
- Do not use any kind of tape on the floor. If you need tape, ask the vendor manager.
- Balloons are not allowed inside or outside
- Stickers and decals are not to be handed out by any vendors. Any stickers or decals that are found stuck anywhere on the facility will be charged to the vendor.
- Nails, screws, and staples are not be driven into the building, floors, walls, ceiling or any rental equipment or furnishings. Hot glue is also not to be used on these areas
- Do not use push pins, tacks, tape or glue on any facility surfaces or equipment.
- If you need to hang something, discuss in advance with the vendor manager.

NEW VENDORS

There is no due date for new vendor applications, but you should submit your application as early as possible, as space tends to fill quickly.

RETURNING VENDORS

The Washington County Fair will attempt to honor all preferences for space to the best of its ability, taking into consideration the following factors:

- The number of years you have been a Vendor at the Washington County Fair.
- The date your Application was received.
- The compatibility of your booth with others in the same general area

The Washington County Fair reserves the right to designate the space where vendors may present their goods or services for the benefit of the Washington County Fair and its patrons.

SOLD OUT

If you are requesting space in an area that is sold out or your product is not compatible with other products we have already booked in the same area, your application will be held and you will be contacted later if space becomes available

SUBLEASING

Vendors are prohibited from subleasing, assigning, or apportioning to another party the whole or any part of the licensed space allotted to them by the Washington County Fair. The allotted space is for the sole and exclusive use of the Licensee named on the Vending License. Licensee may subcontract for its goods or services to be sold by a third-party vendor as long as such goods or services are listed on the Vending License and approved by Washington County Fair Management.

VENDORS WITH DUPLICATE PRODUCTS

Vendors at the Washington County Fair do not have assurance of exclusivity with their products or services. However, Fair Management reserves the right to limit the number of duplicate products or services on a case-by-case basis depending on the best needs of the fair. Whenever possible, duplicate products will be placed as far away from one another as possible. The Washington County Fair is not accountable for regional or territorial rights provided by certain companies for vending their products. It is each Applicant's responsibility to know if they are restricted from being an exhibitor here due to such regulations by their supplier.

BOOTH POLICIES

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BOOTH BOUNDARIES

<u>All booth furnishings: signs, lights, products and display racks, must always remain inside</u> <u>the boundaries of the designated booth space.</u> No canopies or tents are allowed inside the Wingspan by order of the fire marshal. Bulk spaces must stay within boundary lines painted or taped on ground. The height of either side of indoor booths may be 4' high at the front of the booth (the first 5' from aisle) and 8' high at the back of the booth (the back 5' from back curtain). <u>Outdoor booths cannot have lights overhanging the walkway or</u> <u>products/racks/signage on the asphalt. Street sweepers clean the asphalt at 5AM.</u>

RELOCATION OF BOOTH SPACE

Vendors will not be allowed to relocate their booth space once they are moved in.

OOPS! WRONG BOOTH

Should vendor set-up in wrong booth, he/she agrees to move to his/her proper location at vendors own expense and without protest. Further, vendor agrees to pay any licensed decorator for the transfer of any installed decorations, unless the decorator failed to follow instructions.

SIGNS

All signs, banners or posters supplied by Vendors must be professionally made. All signs advertising any product by brand name placed on the outside of Vendors designated area must be prior approval from the Vendor Manager as this may be in conflict with paid sponsors. High flying helium "blimps" or balloons will **not** be allowed.

VENDOR CLEAN-UP

At the end of each day each vendor is responsible for the clean-up of his/her area. Trash may be placed in the bins and janitorial will remove it in the evening. Any vendor using food for demonstration such as slicers, cookware, blenders, etc., must provide a waterproofed, covered container to hold refuse, thus preventing leakage onto the floor or into other vendor booths. Each vendor will be responsible for emptying their own container daily or more frequently as required. Any vendor who has a booth that allows food, water or waste to leak onto the floor or into another vendor's booth will be subject to a \$500.00 cleaning fee for each occurrence; after the second occurrence, the vendor will have their vending license terminated without refund and will be immediately removed from the premise. Vendor will be liable for injuries caused to persons slipping in such leakage.

BALLOONS

Being good neighbors to the airport next door (including the FAA), and protecting our fans & HVAC system, balloons are not allowed at the fair.

DELIVERIES:

Deliveries and packages that arrive prior to move-in will be denied. For deliveries that will arrive when the vendor is onsite, the vendor is required to make arrangements to be contacted by the delivery company to coordinate delivery. The Washington County Fair will not accept or sign for deliveries on behalf of the vendor.

NON-LICENSED PRODUCTS

Counterfeit Merchandise is illegal and is strictly forbidden. You are in violation if you knowingly intend to sell or distribute unlicensed merchandise that has a counterfeit logo, graphic or brand name that is identical to or substantially indistinguishable from a registered trademark. For further information on trademark counterfeiting, see Oregon Revised Statute (ORS) 647.135.

BOOTH POLICIES CONTINUED

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SPA VENDORS

Spa dealers will be asked to provide a detailed layout of the configuration and placement of spas within their booth space by June 30th. Pre-registration of all power requests must be detailed on the application. This will help the Fair electrician determine how to deliver electrical service to the booth space. The Fair electrician will deliver the electrical service to the location but is NOT responsible for hooking up each individual spa.

LABOR

The Washington County Fair is not responsible for, nor will it arrange to provide any kind of labor for the installation, removal, or servicing of any booth space.

SECURITY

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

ACCIDENTS & INJURIES

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

SMOKING PROHIBITION

The Washington County Fair is an entirely Smoke-Free event, and that includes E-Cigarettes/Vaping. Further, the Fairgrounds is owned and operated by Washington County Government. All County owned property prohibits smoking and vaping. There are not exceptions and there are no places provided for Smoking or Vaping.

RAIN POLICY

Washington County Fair cannot control the weather. In the event of rain, we will make reasonable effort to prevent the water from pooling. All Exhibitors should be aware that, in Oregon, there is a very strong chance of having rain at some point during the Fair. When you sign your Vending License, you are accepting that possibility. There will be no refunds and all booths will be expected to remain open should it rain. Here are some suggestions for dealing with rain in the outdoor vendor areas: Build booth up on raised floor so that booth will be above water puddles. Simple floors can be made from 2' x 4's and plywood or even out of pallets. When designing your floor, keep in mind safety precautions to prevent tripping hazards. Plan to put your floor in when you first move into your space; it will be too late if you wait until it starts raining. Have a broom or wet-vac available to remove water from your booth.

FOOD & BEVERAGE

Food or beverages, including pre-packaged/ready to consume food or beverage items (including water) may not be sold or given away unless approval has been granted in the Vending License.

SOUND & PUBLIC ADDRESS

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

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PETS/SERVICE ANIMALS

Vendors may not bring their pets to the Fair, including in booth spaces. This includes comfort or emotional support animals, or other non-ADA conforming animal or pet. Service Dogs are permitted per <u>ADA Service Dog Laws</u>. Under ADA rules, a service dog must always be under the control of its owner. Service dogs are working animals – not pets. They must be trained to perform a task that is directly related to the handler's disability. A Service Dog may be removed from the premises if the dog is out of control or the dog is not housebroken. A service dog or the handler may also be asked to leave if their service dog's actions are threatening the health and safety of other people. If the vendor is staying in an RV, the animal must be on leash at all times, must not be left unattended outside, and waste must be picked up immediately.

WEAPONS

For public safety reasons, to avoid disruptive events and to further the peaceful enjoyment of the Washington County Fair, certain items are PROHIBITED FROM SALE OR OPEN DISPLAY on the Washington County Fairgrounds during the Washington County Fair. These items include any weapons as defined by ORS 116.360(10). Also not permitted are sales of toy weapons and potential weapons or threatening items, which include but are not limited to, blowguns and darts, paintball guns, swords, daggers, and throwing stars. Certain knives such as household knives or other prohibited items may be permitted with specific approval from the Fair Manager. If approved, such items may be required to be sold with special packaging or other safety features as required by the Fair Manager. Other items not specifically described above, but which may present threats to public safety or the peaceful enjoyment of the Washington County Fair, may be prohibited on an individual case basis. Periodically, additional items may be prohibited by notice of the Fair Manager and Vendor Manager. The determination of prohibited items is at the absolute discretion of the Fair Manager.

CUSTOMER SERVICE

The Washington County Fair provides service to both Vendors and Fairgoers. It is the Washington County Fair's expectations to maintain clean facilities, neat grounds and be respectful of fairgoers. It is expected that Vendors provide the same level of service and respect to fairgoers as well as fellow Vendors. Washington County Fair retains the right to remove any Vendor and their exhibit from the Fairgrounds if the Vendor does not comply with the signed Vendor license and written rules. Any disagreement between vendors will be handled by the Fair Vendor Manager, whose decision shall be final.

ADVERTISING, CANVASSING & SOLICITING

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

PROCEDURES & MISCELLANEOUS

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NON-COMPLIANCE PROCEDURES

In the event that a Vendor refuses to comply with fees, conditions, rules, or other information outlined in this Handbook or the Commercial Vending License, the Washington County Fair will take the following action:

- Upon first observation of Vendor's noncompliance, Washington County Fair staff will discuss matter with the Vendor to inform them of infraction and allow the Vendor an appropriate amount of time to remedy the issue.
- If the Vendor fails to comply within the first verbal notice specified time period, the Washington County Fair will issue a written Notice of Violation, stipulating that Vendor remedy the infraction within a specified time period.
- If the Vendor fails to comply with the written notice timeline, the vendor will have their vending license revoked without refund, the vendor and vendor staff will be escorted from the premises by security. The Washington County Fair will remove and store booth display and furnishings at a fee of \$100 per day.
- Due to Washington County Fair occurring during a specified time frame, time is of the essence with regard to the proceedings. Therefore, "specified period of time" as referred to in the above, may be measured in hours.

PROTEST PROCEDURES

- Any protest of Washington County Fair actions regarding noncompliance procedures must be in writing, delivered in person or by certified mail to the Washington County Fair Vendor Manager within three (3) business days of occurrence, and must make reference to the specific law, rule regulation or practice upon which the protest is based. Vendor Manager will respond in writing within two (2) business days of receipt of protest.
- If satisfaction is not achieved, vendor may protest using the same procedure as above, to the Washington County Fair Manager. The Washington County Fair Manager will respond within two (2) business days of receipt of protest. The decision of the Washington County Fair Manager shall be final.
- If protest occurs during the operation of the Washington County Fair, or within one (1) week prior to the commencement of the Washington County Fair, time is of the essence. Written protests received within three (3) calendar days of occurrence will go directly to the Washington County Fair Manager, who will respond within two (2) calendar days of receipt of protest.
- The decision of the Washington County Fair Manager shall be final.

MISCELLANEOUS

- The Washington County Fair reserves the right to refuse vendors which may violate or otherwise infringe upon the rights of, or cause bodily harm or intimidation to, Washington County Staff, Vendors, Exhibitors, participants, or public fairgoers.
- Washington County Fair reserves the right to stop or remove from the Fair or relocate any vendor or designated representative and/or exhibit, performing any act or practice which is illegal; interferes with the performance of other vendors; creates a health, safety, or fire hazard; or violates any rules stated herein.
- Vendor shall comply with laws, rules, regulations and codes of the State of Oregon, Washington County, City of Hillsboro, and the Washington County Fair.
- All matters not covered in these conditions are subject to the decision of the Washington County Fair Manager, which shall be final.