

Commercial Vendors Manual

2019



Clackamas County Fairgrounds and Event Center

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Clackamas County Fair ~ August 13 – 17, 2019

**2019 CLACKAMAS COUNTY FAIR
Commercial Vendors Manual**

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COMMERCIAL VENDORS MANUAL DEFINITIONS

As used in this agreement, the following terms shall have the respective meanings indicated:

CCFEC	Clackamas County Fairgrounds and Event Center
CCF	Clackamas County Fair
CCFB	Clackamas County Fair Board, a seven member board appointed by the Clackamas County Board of Commissioners
Commercial Vendors	All vendors who sell, promote, inform and educate who purchase commercial booth space.
County	Clackamas County, Oregon, a political subdivision of the State of Oregon, and shall include, without limitations, the various departments, employees, agents, elected officials, of the County, and any assignee or delegate to their various rights and powers

1. PURPOSE

The purpose of this manual is to provide a clear understanding of the rules and regulations, policy and procedures in regard to operating a commercial vendor booth at the Clackamas County Fair.

Commercial vendors are required to know and abide by these rules, regulations and are responsible for assuring that their employees/volunteers know and abide by these rules and regulations. Additional copies of this manual are available upon request in the Fair Office. CCFEC reserves the right to add to, amend, and interpret all Fair rules and regulations, and to settle all disputes.

Any person, Commercial Vendor, Vendors Employee, or Volunteer who does not comply with the rules and regulations may be removed from the Fairgrounds at the discretion of CCFEC. Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of CCFEC.

2. ALCOHOLIC BEVERAGES/ILLEGAL SUBSTANCES

Commercial Vendors, their Employees, Volunteers, and Guests **shall not consume any alcoholic beverages nor use illegal substances on the Fairgrounds. This includes the grounds of the parking lot, or while on duty in their booth.** Violation of this section will be grounds for immediate termination of this permit (including forfeiture of all fees paid and owing). Those persons violating this policy will be asked to immediately leave the Fairgrounds.

3. ADDRESS AND TELEPHONE NUMBER CHANGES

Vendors must promptly notify CCFEC of any address or telephone number changes. CCFEC will not be responsible for loss of any correspondence or contracts due to lack of notification.

4. ADMISSION AND PARKING

Passes will not be mailed. Passes can be picked up at the Will Call Window beginning on August 1st if all fees have been paid and proof of insurance submitted. Commercial Vendors shall not sell or transfer tickets issued in accordance with the agreement. Commercial Vendors will receive the following passes:

- 15 daily admission passes for an 8x8 space or larger.
- 30 daily admission passes for a 10x20 space or larger.

Additional daily admission tickets may be purchased for \$5.00 each at the Will Call window, next to the Fair Office, until close of fair on Tuesday, August 13th. Any passes purchased after this date will be at the full fair admission rate. 5 Daily parking passes (for all booth sizes). Additional daily parking passes may be purchased at \$5 per day or a Season Parking pass for \$25.

5. AGREEMENT

Every Commercial Vendor must have a written and signed Agreement with the CCFEC. No alterations of conditions of the terms of the Agreement shall be valid unless made in writing and signed by both parties.

Agreements are issued on an annual basis and do not indicate participation in any future events and/or Fairs sponsored at the CCFEC. Agreements, spaces and related privileges are not transferable. Neither weather nor obstruction by crowds or other causes shall impact this Agreement. Regardless of weather, all Commercial Vendors are expected to remain open, unless the Fair deems closure of event. CCFEC reserves the right to cancel all Agreements of any kind should an act of Providence such as war, riot, fire, flood, storm, or pestilence prevent the Fair from operating.

6. BOOTH/DISPLAYS MOVE IN & SET UP

All Commercial Vendors may set up on the following dates and times:

Saturday, August 10, 2019	9am to 5pm
Sunday, August 11, 2019	9am to 7pm
Monday, August 12, 2019	9am to 9pm

7. CAMPING

CCFEC has limited campground spaces available. Please call the Fair Office for a camping application.

8. CANCELLATION OF AGREEMENT

If this Agreement is canceled by the Commercial Vendor for any reason, rental paid to CCFEC by the Commercial Vendor shall be forfeited as follows:

- a. All cancellations must be submitted in writing to CCFEC. All deposits are non-refundable. The forfeited funds constitute liquidated damages for the direct and indirect costs incurred by CCFEC.
- b. Failure to comply with the terms of the Commercial Vendor Agreement shall be deemed to be a cancellation by the Commercial Vendor. This includes, but is not limited to: no further response, mailings returned as undeliverable or with no forwarding address, disregard to deadline dates, alteration of original Agreement, and inability/failure to make or complete payments.

9. CANVASSING

Distribution of literature, signature collection, the solicitation of funds, canvassing, distributing gifts, and the selling of goods or similar transactions, shall be conducted only from within an assigned booth.

10. CLEANLINESS

Commercial Vendors shall be responsible for keeping the space assigned to them in a clean and sanitary condition at all times. CCFEC will provide receptacles for trash, recycling, and composting. CCFEC reserves the right to charge any commercial vendor for trash or other waste that is placed in common facility areas by the vendor, their employees or volunteers.

11. COMMON FACILITIES

Common facility areas are areas designated for the general use of visitors, delivery persons, Commercial Vendors and others, and are intended to be non-exclusive. Common facilities include, but are not limited to, sidewalks, aisles, stairways, open areas for entrance and exit, restrooms, and other similar areas.

No Commercial Vendor, or other person, shall carry on any business or other activities in common facility areas. No Commercial Vendor, their Employees or Volunteers, shall block any aisle or interfere with pedestrian traffic in common facilities.

CCFEC cannot guarantee, however, to keep all common areas free of congestion caused by persons crowding, loitering, standing or sitting therein, causing passage through or over the common facility area difficult or impracticable, and such crowding or blocking of said common area shall in no manner or way affect the terms, conditions, or provisions of this Agreement.

12. COMPLIANCE WITH LAWS

Any and all County, State, or Federal Licenses, inspections or permits required for the installation or operation of the Commercial Vendors Booth, shall be obtained by the Vendor at his expense prior to set-up day before the Fair.

13. CONDUCT

The commercial vendor shall ensure that all employees, volunteers and booth-related invitees are clean, orderly and polite in their conduct and speech. It is expected that all commercial vendors' attire will be family friendly. All Commercial Vendors will operate their exhibit in the assigned booth space, without infringement on the rights of others. Failure to do so will require forfeiture of the privilege granted under the Agreement without reimbursement. CCFEC reserves the right to close any booth if it is not being operated in conformity with Fair rules, or if the product being sold is considered unwholesome or detrimental to health. Any Fair representative shall have access to the booth at any time.

14. DAMAGES

All Commercial Vendors' property must be removed from CCFEC, and the assigned space returned to its previous condition, less reasonable wear and tear, immediately following the close of the Fair. The Commercial Vendor agrees to pay the costs of repair and replacement for any and all damages of whatever origin or nature, which may have occurred during the term of this Agreement, while they were in possession of the booth. The cost collected from the Vendor will be for restoring the premises to a condition equal to that which existed at the time the participant took possession.

15. DECORATING OF BOOTH CONTEST

Booths will be judged by area rather than category. They will be judged on commercial value, booth attendants, product appeal and Fair theme – total points available are 110. The judging will occur on Tuesday, opening day of fair. Rosette ribbons will be awarded to winners.

16. DELIVERY OF PRODUCTS

Any Commercial Vendor expecting product delivery during the week of Fair is asked to notify the Fair Office Staff of their delivery. The Vendor will be asked for a contact phone number, and will then be contacted when their delivery arrives.

17. EMERGENCY OR INCIDENT-REPORTING PROCEDURES

Clackamas County Fair may be confronted with various emergency situations and hazardous conditions during the annual event. CCFEC needs to be notified immediately of all accidents and incidents that occur during the Fair. A report form, available in the Fair Office, must be filled out by a Commercial Vendor who observes any of the following: Injury or accident to a person or property, verbal threats, violence, theft, fire, or hazardous condition of any kind. CCFEC has an emergency and security network that can respond immediately to any incident that may occur. **All incident reports must be filed with the Fair Office.**

18. EMPLOYEE DISCOUNTS

Vendors are not expected to offer, nor are they obligated to extend, free or discounted merchandise or food, to employees or Fair Board members. Vendors are encouraged to notify the CCFEC Director if they are approached by anyone asking for free or discounted merchandise or food.

19. EQUAL OPPORTUNITY

No person shall, on the grounds of race, color, religion, sex, disability, national origin, age, sexual orientation, marital status, political affiliation or belief, be denied employment or benefits, or be discriminated against as a consumer, administrator or staff person under any program or activity receiving funds under this agreement. In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in admission or access to any program or activity. Vendor agrees to provide equal opportunity in the administration of the contract and its subcontracts or other agreements.

20. FEES

All Commercial Vendors will pay a per booth fee based on size and location. Outdoor booths include canopy and back wall. All indoor booths include 8' back drape and 3' side drapes. All booth spaces will have access to a 20 amp/1800-watt electrical outlet. **Additional electrical must be ordered in advance at a cost of \$35 per 20 amp. Deposit must be made upon signing agreement. Balance due by July 9, 2019. Booth fees are non-negotiable.**

21. FIRE AND LIFE SAFETY GUIDELINES

All Decorative Materials, either natural or artificial, straw, leaves, dry vines or any other flammable material shall not be used unless it is made flame retardant. **Proof of such flame retardant shall be made available upon request.** Electrical bulbs may not be decorated with paper or other combustible materials.

- Commercial Vendors should review the **Fire Marshal/Canby Fire and Life Safety Requirements** manual included with this Commercial Vendors Manual for detailed information.
- **HEATING, COOKING EQUIPMENT AND WOOD BURNING STOVES**
Please review attached Fire Marshal /Canby Fire and Life Safety Requirements manual.

- **TENTS AND CANOPIES**

- ✓ Tents and canopies shall be of fire retardant material, or made fire retardant in an approved manner.
- ✓ Smoking shall not be allowed.
- ✓ Heating and cooking equipment shall not be located within 10 feet of an exit.
- ✓ Fuel burning equipment shall be vented to the outside air by means of a vent which is at least 12 inches from all portions of the tent.
- ✓ Shall be separated from property lines, buildings or structures by at least 20 feet.

- **FIRE LANES, FIRE HYDRANTS AND FIRE EXTINGUISHERS**

- ✓ Fire lanes shall be kept clear at all times. A 6 foot clear radius shall be maintained around all fire hydrants so that they may be available at all times.
- ✓ Clearance shall be maintained around fire extinguishers so that they are readily available at all times.

22. GAMBLING/RAFFLES/LOTTERY

No gambling or lottery activities are permitted on any land controlled by CCFEC. Activity will be permitted only if licensed and approved by the political subdivision or regulatory Board or Commission having jurisdiction to license such individual activity; and the same is conducted in an enclosure not visible to non-participating Fair patrons. Raffles are permitted with proof of compliance with all the Oregon State Statutes.

23. GIVEAWAYS

No Commercial Vendor is allowed to hand out candy or other food items, without prior written permission from CCFEC. Helium balloons cannot be given away, and can only be used as decorations in the booth space.

24. HOURS OF OPERATION

All Commercial Vendor Booths shall be open and properly staffed during the following times:

- **Tuesday – Thursday, 10am-10pm**
- **Friday – Saturday, 10am-11pm**
- **Friday – Saturday, 10am-12am (Rodeo Roadway Vendors)**

If a Commercial Vendor fails to maintain the stated hours of operation, they may not be granted future Agreements with CCFEC. The Main Pavilion will be opened to vendors at 8 am. CCFEC does not guarantee that a Security Officer will be in the building prior to opening and after closing. CCFEC assumes NO responsibility for material left in the booths. If you have anything in your display that could be carried away, it is suggested you take it with you when you leave each night.

25. INDEMNIFICATION

Commercial Vendor shall indemnify and hold harmless Clackamas County, Clackamas County Board of Commissioners, Clackamas County Fair Board, their employees, volunteers, agents and assignors from and against any and all claims, damages, losses and expenses including but not limited to personal injury, property damage and attorney fees arising out of or resulting from the activities of the Vendor, or its employees, agents and guests.

26. INSURANCE REQUIREMENT

Under the advisement of the Clackamas County Risk Management, **ALL** Commercial Vendors are required to provide a certificate of insurance covering the general liability with a ten-day notice of cancellation. Written proof of insurance must be provided by Commercial Vendor, at time of final payment.

Coverage will be \$500,000 per occurrence with a \$1,000,000 aggregate. Certificate of insurance shall state under description of operations the following: name of the event, the date(s) of the event, the area being used, and the statement "Clackamas County, Clackamas County Board of Commissioners, Clackamas County Fair Board, their employees and agents as additional insured."

27. PETS

PETS ARE NOT ALLOWED ON THE FAIR GROUNDS – SERVICE DOGS ARE WELCOME. A service animal is a dog trained to provide assistance to a person with a disability. Animals that provide emotional support or companionship are not regarded as service animals. There must be a direct link between the task the dog performs and the person with the disability.

28. PHOTOS / VIDEO TAPING

CCFEC reserves the right to photograph and video tape any Vendor, their exhibit, and/or products while the Vendor is participating at the Clackamas County Fairgrounds. All such photographic and video material shall become the sole ownership of, and contain all rights to use by, the Clackamas County Fairgrounds, and Vendor hereby waives any rights of use, royalty or other intellectual property rights related to media or its future use by CCFEC.

29. PUBLIC SAFETY

Under no circumstances will articles be allowed which are offensive by their odor or appearance, or which are dangerous by reason of their explosive or combustible character, or which cause loud noise sufficient to be distracting to patrons and/or nearby booths. No sound amplification devices shall be allowed without the prior written consent of the CCFEC. If the amplification is deemed unnecessary or deemed disturbing, CCFEC may revoke approval of the device and require the Commercial Vendor to remove it from the premises.

30. RELEASE TIME

No Commercial Vendors Displays/Booths may be dismantled or removed before close of the Fair. CCFEC will NOT be held liable for any items or valuables left in or around your booth after the release time.

31. SALES RESTRICTIONS & UNAUTHORIZED PRODUCTS

If a Commercial Vendor substitutes or adds any prizes, giveaways, products or services that have not been approved by the CCFEC, and/or deletes any such items that were approved by the CCFEC, it is a material breach of the Agreement, and CCFEC may terminate the Agreement immediately upon notice to the Commercial Vendor of the violation. Items must be removed immediately. The Commercial Exhibitor may not be granted future Agreements with CCFEC.

The following items are prohibited from CCFEC:

1. Any substance deemed illegal under either state or federal law;
2. Any drug –related items or paraphernalia;
3. Weapons such as cross bows, blowguns, blow pipes, archery equipment, switchblades; throwing stars, darts, and other such items are primary used for as weapons;
4. Any Taser or Taser-like devices;
5. Any explosives, explosive devises, or fireworks; and
6. Any ammunition or projectile for any firearm or other weapon.

Firearms may be used and displayed for show, demonstration, raffle, and historical or educational purposes. All firearms must be unloaded, and locked or otherwise secured. Knives and cutlery may be displayed for show, demonstration, raffle, sale, and historical and educational purposes. Vendors shall secure all knives and cutlery in locked cases.

CCFEC reserves the right to restrict the display of any items deemed unsafe, dangerous, or offensive. CCFEC reserves the right to remove any questionable items from a Vendor's booth should it be deemed inappropriate and CCFEC reserves the right to remove any Commercial Vendor from CCFEC premises, forfeiting all fees.

32. SECURITY

CCFEC will have security personnel on the grounds, and will take reasonable precautions for the protection of the property of the Commercial Vendors. CCFEC shall not be responsible for any loss incurred by the Commercial Vendor as a result of theft, fire, accident or other cause. Vendors shall be responsible for protecting themselves against such losses. Any Commercial Vendor that desires insurance protection for their booth or other materials must obtain such insurance at their own expense.

33. SIGNAGE

Commercial vendors shall have a **professional** sign identifying their Business or Organization. No vendor shall place any signage, banner or other printed material outside of their assigned booth space.

34. SMOKING

The entire Grounds and all Buildings are smoke free. Smoking is defined as: "inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, weed, plant, or other tobacco-like product or substance, in any manner or in any form". Smoking also includes the use of an electronic smoking device which creates vapor, in any manner or in any form.

35. UTILITIES

CCFEC will provide each Commercial Vendor with one 20-amp electrical panel. **All equipment requiring electrical service must be GFCI compatible.** Vendors with equipment not meeting these NEC electrical standards will not be allowed to participate at the Fair. Vendors are responsible for **ALL** additional lighting for display in booth area.

Any additional special requirements for electrical or plumbing needs must first be approved by CCFEC. Installation of any additional electrical power **MUST** be done by the approved CCFEC contractor, at the expense of the Vendor. Additional plumbing needs must be installed by an authorized CCFEC representative, at the expense of the Vendor.

36. VENDOR VEHICLES AND PARKING

Parking inside the gates is prohibited. All vendors need a **Vendor Parking Permit**. Parking for vendors is in the **back corner** of the Blue Lot. A shuttle will be available to assist vendors when coming in, or leaving, the Fairgrounds during Fair hours. The shuttle is located at the Information Booth.

Vehicles will be allowed on the grounds to provide service and supplies to Vendor Booths only between 7am & 9:45am. All vehicles must be moved to the parking lots by 9:45am each day. Any vehicle not removed by then, will be towed at owner's expense.

37. Wi-Fi

Available upon request for additional cost.