

**AUG 9-13, 2016**



**PO BOX 94  
515 W Orchard Avenue  
Hermiston, OR 97838**

[www.umatillacounty.net/fair](http://www.umatillacounty.net/fair)

**Ph: 541-567-6121  
Fx: 541-567-8115**

<b>Office use only:</b>		Date rec'd _____
Dep rec'd: \$ _____ on _____		_____ NO _____ YES
_____ Outdoor		
_____ Indoor		
_____ Indoor Non-Profit	Proof of status rec on _____	
<b>Photo(s) rec'd?</b> _____	Description rec'd _____	
Insurance rec'd on _____	W-9 rec'd _____	
Paid in full on _____		
Acceptance sent on _____	Map Space# _____	
Rejection sent on _____		
Deposit sent or picked up via _____	on (date): _____	

## COMMERCIAL VENDOR APPLICATION & CONTRACT

BUSINESS/ORGANIZATION: \_\_\_\_\_  
 CONTACT NAME: \_\_\_\_\_ Phone: \_\_\_\_\_ \*Cell: \_\_\_\_\_  
 MAILING ADDRESS: \_\_\_\_\_ \* Email: \_\_\_\_\_  
 City, ST, Zip: \_\_\_\_\_  
 ONSITE CONTACT DURING FAIR: \_\_\_\_\_ \*Cell: \_\_\_\_\_  
 \*For any monies refunded, please make check(s) payable to: \_\_\_\_\_  
 and mail to this address: \_\_\_\_\_

**\*DEPOSIT REQUIRED for ALL BOOTHS INCLUDING NON-PROFIT\***

A \$100 refundable deposit is required **per space (\$50 for Non-Profit booths)**. See pg. 2. Applications **will not** be considered if submitted without the deposit AND a recent photo of your set-up. Proof of your liability insurance naming the Umatilla County Fair as additionally insured is due **30 days** prior to fair. (See pg. 4)

**BOOTHS (all spaces include 1 season parking pass for designated lot.)**

Location	Size/Type	Qty	Deposit Per Space	Fee per space	Total
Outdoor	20'x20' Commercial Outdoor		\$100.00	\$400.00	
Indoor (Cooper Hall)	10'x10' Commercial Indoor		\$100 \$50 non-prof	\$285.00	
<b>Non-Profit (Indoor Only)</b>	10'x10' Non-Profit (Indoor Only) *Must submit proof of non-profit status with application *Non-Profit rate available for indoor booth only, <b>MAX 1.</b> 2 <sup>nd</sup> space must pay full price (\$285 plus additional \$50 deposit per space.)		\$50.00	\$125.00 (Limit 1 space at this rate)	

**Total=** \_\_\_\_\_

Please list all items which you intend to sell or offer at your booth.  
 All items must be pre-approved:

\_\_\_\_\_

Please list any special requests for consideration:

\_\_\_\_\_

Electrical needs-(Each space is equipped with a single 20amp, 110V, 1500 watt circuit) \_\_\_\_\_

I hereby certify that I have read, understand and agree to abide with all conditions stated in **pages 1-4** of this application & contract, and attached applicable Umatilla County Fair Lease Policies, as provided in the Vendor Application and Agreement which are not incorporated into this agreement by this reference.

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Umatilla County Fair Representative: \_\_\_\_\_

**Please return page 1 to the Fair Office with your deposit(s) and a recent photo of your display or detailed description of your set-up. Applications will be accepted until full.**

THIS IS AN AGREEMENT between Umatilla County, a political subdivision of the State of Oregon, hereinafter referred to as the COUNTY, by and through its agent, the Umatilla County Fair Board, hereinafter referred to as the BOARD, and the above referenced, hereinafter referred to as VENDOR.

### **Vendor Selection:**

- **Acceptance** letters and all other correspondence will be mailed to the mailing address provided on this form and /or emailed to the email address provided.
- If application is **rejected**, you will be notified by mail and/or email and all collected application fees shall be returned within 30 business days of the notice date.
- All final Vendor selections are made at the sole discretion of the Umatilla County Fair Board's assigned Commercial Vendor liaison.
- **Past participation DOES NOT guarantee acceptance nor does it create "seniority".**

**Collected monies will not be refunded for cancellations made after June 30, 2016.**

NOTE: ACCEPTED AND AUTHORIZED BOOTH SPACES ARE NON- TRANSFERRABLE AND NOT TO BE SHARED OR TRADED WITH ANY OTHER ORGANIZATION OR VENDOR.

### **Deposit and Compliance Clause:**

A refundable deposit of \$100 (\$50 for non-profits) must accompany this application. Deposits are deemed refundable **only** if the Vendor adheres to all rules and regulations set forth in the pages of this application and contract. The refunded deposit shall be returned within 30 business days of "Fair closing" unless the contract is breached, in which case the deposit shall be forfeited. **We will not send your refund to you without a current W-9 on file, as required by County Finance.**

### **Set-up/Check-In:**

- Vendor packets must be obtained from the Fair Office in order to set up on the fairgrounds. Packets can be picked up beginning on July 25<sup>th</sup> at 7:00am. Vendor packets will not be released unless all fees are paid in full and all required documentation has been received.
- Vendors must set up prior to the fair on August 7<sup>th</sup> and 8<sup>th</sup> from 7:00am-10:00pm unless prior permissions have been granted by Fair Manager Don Slone or Fair Board Commercial Vendor Liaison Bob Wolfe.
- **Indoor** vendor booths will be provided with one 8' table and 2 chairs.
- All vendors, volunteers and workers in your booth may be subject to a Umatilla County background check. Umatilla County reserves the right to remove and to restrict access by any individual from its property and the fairgrounds for any legal reason, including matters revealed by a background check.
- **Vendors are responsible for all minors who are manning their booths. The Fair Board Vendor liaison must be notified in advance if a need arises for a minor to be left alone at the booth for any amount of time, otherwise an adult must be present with minor(s) at all times. Minors under the age of 16 cannot be left alone at any time and must be accompanied by an adult all times.**

### **Parking (parking does NOT mean camping. NO Vendor camping spaces available):**

The Vendor shall receive ONE season parking pass for the pass holder parking lot only. This pass is good for ONE vehicle for the duration of the fair (August 9-13, 2016) and must be prominently displayed on the dashboard or hanging on the rearview mirror at all times. Additional parking passes may be purchased in advance depending upon availability. Passes for other parking lots must be purchased from lot attendants.

## **Gate Admission:**

Vendors shall receive (10) Vendor Day passes for admittance into the fairgrounds. Each pass is good for one person, for one day and must be distributed by you, to the person(s) staffing your booth. The Fair office does not maintain Vendor Staff lists and will only sell Vendor passes to your workers. Additional passes may be purchased at the rate of \$5 each from the Fair Office only. Ticket booths to not sell discounted Vendor passes.

## **Loading/Unloading & Deliveries:**

Prior to the 9:00 AM each day, Vendor vehicles are permitted through the Thompson Hall gate starting at 6:00am. **\*NO VEHICLES PERMITTED ON THE GROUNDS AFTER 9:00 AM AND MUST BE REMOVED PRIOR TO 9:00 AM.\* GATES OPEN TO THE PUBLIC AT 9:00 AM.\*** Once you unload your vehicle, it must be removed from the grounds. Parking in the walkways or on the grass is prohibited. Hand carts and/or wagons will be available at the Thompson Hall gate for vendors to transport their deliveries during fair hours and must be returned to the gate immediately. **C.O.D. DELIVERIES WILL NOT BE ACCEPTED** at the Fair Office.

## **Hours of Operation (Unmanned booths are subject to deposit forfeiture):**

Outdoor vendors are required to maintain daily hours of operation (**booth staffed**) from 10:00AM to 10:00PM. Vendors may elect to open earlier and remain open later, however all Vendors shall be closed for business no later than 12:00 Midnight. On Friday and Saturday **OUTDOOR Vendors** shall remain open until 10:00PM. **\*Indoor Vendors** shall be restricted to daily hours of operation between the hours of 10:00AM and 9:00PM.

## **Electricity:**

Each space is equipped with a single 20amp, 110V, 1500 watt circuit. If you require additional electrical service please identify your electrical service needs in the “electrical needs” section on page 1. Additional charges will be assessed if extra electrical services are used. All electrical cords must comply with current Oregon Electrical Codes.

## **Structures:**

- Vendors have option of providing temporary structures within their contracted space, but all temporary structures must; (1) be approved by the assigned Fair Board representative, (2) be commercial grade, clean and presentable. It is imperative that all outdoor Vendors prepare for high wind stabilization.
- The use of any sound amplifying device without prior written, management approval is prohibited. If your booth has moving parts or excessive height, etc. please record this in the “special request” section on page 1 for consideration.
- Non-commercial grade structures are not permitted due to the danger they present in high wind situations.
- Blue tarps, orange plastic perimeter fencing or any materials deemed aesthetically displeasing, are not permitted during fair hours and will have to be removed prior to opening (9:00am), each day.
- Please provide trip hazard protection for your electrical cords.

## **RULES:**

- The sale of ANY tobacco or alcohol products, contraband, weapons or anything deemed inappropriate or inadmissible is strictly prohibited.
- As of July 1, 2014 the Umatilla County Fairgrounds is a **TOBACCO & SMOKE-FREE** facility. Tobacco products AND smoking or vapors of any kind are **PROHIBITED** on Umatilla County property.
- All advertising and activity is restricted to the physical space leased. No materials, advertising or otherwise, shall be placed on the outside of buildings. Walking around and handing out fliers to the public is prohibited.
- All gas, water, electricity and equipment must be turned off each night. Failure to do so may result in additional charges and/or consequences.
- Security will be present throughout the grounds for the duration of the fair however; each Vendor is required to secure their booth and all valuables each night.

## **Tear Down:**

- Booth tear-down takes place on August 14<sup>th</sup> and August 15<sup>th</sup>. Requests for a later tear-down date must be preapproved by Fair Manager Don Slone or Fair Board Commercial Vendor Liaison Bob Wolfe.
- All items (equipment, inventory, garbage, etc.) and other material must be completely removed from leased space during tear down. Leased space shall be left in “as good or better” condition than existed upon occupation by the Vendor. Site clearances shall include the removal of all temporary structures from the leased space.
- Fair Board Commercial Vendor Liaison Bob Wolfe or his assistant, must sign off on your space at tear-down and Vendors must hand in their sign-off slip to the Fair Office for consideration of their deposit refund.
- **Failure to properly “tear-down” your leased space per the above conditions will result in the withholding of your deposit.**

## **Insurance Requirements:**

The Umatilla County Fair requires liability insurance from ALL Vendors, for all time spent on the fairgrounds, which specifies the Umatilla County Fair as a covered entity for a minimum of \$1,000,000 coverage. **The Fair office must have your insurance certificate in-hand 30 days prior to the start of the fair.**

## **Summary:**

The Vendor agrees to abide by all general conditions, rules, regulations, policies or decisions (written or oral) made by the BOARD as relates to governing the conduct of concessionaires / vendors during the Fair. This shall include prompt closing of all shows, spectacles and performances of any kind, or discontinue any conduct which in the opinion of the BOARD is offensive to good taste or particularly objectionable, it being understood that the opinion of the BOARD shall be conclusively binding in this respect.

Pay reasonable attorney fees and costs to the COUNTY if it is necessary to commence any legal action, suit, or proceeding against VENDOR for any breach of this contract.

VENDOR AGREES TO DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE USE OF THE SPACE AND MY ACTIVITIES AND THE ACTIVITIES OF MY BUSINESS OR ITS OFFICERS, VOLUNTEERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

**If you have any questions or concerns please contact the  
Umatilla County Fair Office at 541-567-6121 fax 541-567-8115  
e-mail us at [angie.mcnalley@umatillacounty.net](mailto:angie.mcnalley@umatillacounty.net)**

## **Umatilla County Fair Area Lodging & RV Park Locations:**

- Oxford Suites 1050 N 1st St, Hermiston, OR 97838 541-564-8000  
.9 miles from UC Fairgrounds
- Rodeway Inn & Suites 635 S HWY 395, Hermiston, OR 97838 541-567-5561  
.6 miles from UC Fairgrounds
- Motel 6 655 N First St, Hermiston, OR 97838 888-729-7848 541-567-7777  
.7 miles from UC Fairgrounds
- Economy Inn 835 N 1<sup>st</sup> St. Hermiston, OR 97838 541-567-5516  
.8 miles from UC Fairgrounds
- Oak Tree Inn 1110 SE Fourth St., Hermiston, OR 97838 541-567-2330  
.9 miles from UC Fairgrounds
- Pioneer RV Park 1590 W Highland, Hermiston, OR 97838 541-564-9286 1-888-408-6100  
Web Page: [www.pioneer-rv.com](http://www.pioneer-rv.com) 1.5 miles from UC Fairgrounds
- Best Western 2255 Hwy 395, Hermiston, OR 97838 541-564-0202 800-937-8376  
2.9 miles from UC Fairgrounds
- Comfort Inn & Suites 77514 Hwy 207, Hermiston, OR 97838 541-564-5911  
5 miles from UC Fairgrounds
- Stage Gulch RV Park & Storage. 120 E Harding, Stanfield, OR 97875 541-449-1176  
6.1 miles from UC Fairgrounds
- Quality Inn 705 Willamette St. Umatilla, OR 97882 541-922-3241  
7 miles from UC Fairgrounds
- Hat Rock Campground 82280 Hat Rock Rd. Hermiston, OR 97838 541-567-4188  
Web page: [www.hatrockcampground.com](http://www.hatrockcampground.com) 9 miles from UC Fairgrounds