

AUG 7-11, 2012

RETURN THIS COPY
TO THE FAIR OFFICE.



**PO BOX 94
515 W ORCHARD AVENUE
HERMISTON, OR 97838
WWW.UMATILLACOUNTY.NET/FAIR**

- OUTSIDE DISPLAY \$375.00
- INDOOR DISPLAY (COOPER HALL) \$260.00
- PUBLIC SERVICE (HOEFT HALL) \$100.00

CONTACT NAME: _____ BUSINESS NAME: _____
 ADDRESS: _____ E-MAIL: _____
 CITY, ST ZIP: _____ PHONE: _____ CELL: _____

THIS AGREEMENT, made and entered into this ____ day of _____, 2012 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.

SERVICE OR PRODUCT PROPOSED FOR APPROVAL:

Items selling or informational items sharing: (list all and must be approved):

VENDORS must provide a picture, or related graphic description of their booth as part of the application.

ELECTRICAL SERVICE REQUEST:

Electrical service is limited to a single 30 amp circuit. If you require additional electrical service please identify your electrical service needs below. All electrical codes must comply with current Oregon Electrical Codes. Electrical power service beyond the single 30 amp service shall be assessed an additional fee based upon estimated power usage and/or related installation costs. Inability to provide required electrical service may result in denial of application.

Electrical Service Requested: _____

BOOTH FEES:

**RETURN THIS COPY
TO THE FAIR OFFICE.**

Commercial Display Space (Outdoor only)

Fee for Commercial Display Outdoor shall be \$375.00. A refundable deposit of \$100 must accompany this application. The refundable deposit shall be returned within 14 business days of "Fair closing" unless the contract is breached, in which case the deposit shall be forfeited. If application is not approved all application fees shall be returned within 14 business days. Space size 20 X 20.

Commercial Display Space rental Agreement (Indoor only)

Fee for Commercial Display Indoor shall be \$260.00. A refundable deposit of \$100 must accompany this application. The refundable deposit shall be returned within 14 business days of "Fair closing" unless the contract is breached, in which case the deposit shall be forfeited. If application is not approved all application fees shall be returned within 14 business days. Space size 10 X 10.

Public Service Display Agreement (Hoeft Hall only)

Fee for Public Service Display shall be \$100.00. No deposit fee is required for Public Service related displays. In the instance applicant fails to provide display, through no fault of the COUNTY, the display fee provided with the application shall be forfeited. Final date to request lease cancellation and obtain return of application fee shall be June 30, 2012.

I hereby certify that I have read, understand and agree to abide with all conditions and attached applicable Umatilla County Fair Lease Policies as provided on the Vendor Application and Agreement which are incorporated into this agreement by this reference.

Signature of VENDOR

Date

Umatilla County Fair Representative

Date

**RETURN THIS COPY
TO THE FAIR OFFICE.**

Umatilla County Fair Lease Policies

**PLEASE KEEP THIS
COPY FOR YOUR RECORDS**

Please review the following information carefully. If you have questions or concerns it is requested you contact the Umatilla County Fair staff for clarification. Any questions please call (541) 567-6121 or 1-800-700- (3247)

THE COUNTY SHALL:

Permit the VENDOR to commence occupation of the identified space herein rented two days preceding the opening of the Umatilla County Fair to prepare for use during the Fair. Early access may be granted by Fair Management upon request. Permit the VENDOR to display, demonstrate, sell or operate only items as described on the lease application.

Not be liable for any loss of, damage to, or theft of any property of the VENDOR, or for any accidental damage to persons or property caused under or by virtue of VENDOR's operations under this contract, and VENDOR hereby covenants and agrees to make no claim for any such loss or damage.

Have a lien upon any and all property stored, used or located any place upon the Fairgrounds by the VENDOR, and shall have the right to restrain such property as its own to satisfy any such claim.

Provide VENDOR a minimum of (1) 30 amp electrical circuit. Additional power requirements must be requested at the time of application. If additional power is deemed possible, the VENDOR shall be charged an additional fee for related expense.

Retain ownership of all buildings and building fixtures.

Provide grounds access (Thompson Hall gate) each morning between the hours of 6:00 and 9:00AM for concessions supply deliveries. All vehicles shall be removed from the fairgrounds by 9:00AM daily.

Discontinue electrical service at the close of the Fair. VENDOR's requiring power beyond this period are required to provide a written extension request to the Fair Office and may be charged an additional fee based on estimated power usage.

Provide two (2) Adult Season passes or ten (10) Vendor Day passes. Exchange of Season Passes for Vendor Day passes may be accomplished at the Fair Office. Provide additional Vendor Day passes at the Fair Office at a cost of \$5.00 each.

Deny refunds on lease cancellations requested after 30 June 2012.

Provide no cost access in the instance an occasional "runner" is required. The "runner" may check in at the Fair Office and will be escorted to and from their destination on an "as needed basis." No charge will be assessed for the occasional "runner."

Provide access to ice at a cost of \$8.00 per 40-lb. bag. Pre-purchased exchange tickets are required to obtain bags of ice. Ice exchange tickets may be purchased at the Fair Office.

Maintain an ice delivery schedule that includes service periods between 1) 8:00 and 9:00AM 2) 1:00 and 2:00PM and 3) 7:00 and 8:00PM Ice will only be available for delivery during these time periods. In emergency situations, and on a U-Haul basis, ice may be obtained at the Fair Office between the hours of 8:00AM and 7:00PM daily.

Umatilla County Fair Lease Policies

**PLEASE KEEP THIS
COPY FOR YOUR RECORDS**

THE VENDOR SHALL:

Submit application for lease no later than March 30, 2012 and include payment, as specified by the category of lease, with the lease application. Applications that are not accepted due to Fair Board actions (i.e. denial due to duplication of service items, inadequate electrical service to meet need, etc.) shall be eligible for refund of the payment.

All vendors, volunteers, and workers in your booth may be subject to a Umatilla County background check.

Provide proof of liability insurance that specifies Umatilla County Fair as a covered entity for a minimum of \$1,000,000 coverage. Documentation must be received in the Fair office no later than fifteen (15) days prior to opening of the Fair.

Restrict electrical usage to approved contracted levels and shall comply with applicable Oregon Building and Electrical codes. If additional power is contracted the VENDOR agrees to an additional fee based on associated installation costs and/or an estimated use factor to be specified in this contract prior to acceptance / approval.

Ensure demonstration or related vendor site is staffed and in operation no later than 10:00AM Tuesday (opening day of Fair) and remains in operation until 10:00PM Saturday (final day of Fair). Excludes established Fair closure periods.

Maintain daily hours of operations between the hours of 10:00AM and 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 with the exception of Friday and Saturday when concessions may operate until 1:00AM Note: Vendors located inside Fairgrounds buildings shall be restricted to daily hours of operation between the hours of 10:00AM and 10:00PM with the exception of Friday and Saturday when vendors shall remain open until 11:00PM.

Maintain leased vendor, concession display area intact until after the official closing of the Fair.

Remove all service vehicles from the Fairgrounds by 8:00AM daily.

Refrain from use of any sound amplifying device without written approval of management.

Post VENDOR identification placard in a conspicuous place within the leased space.

Restrict all advertising and activity to the physical space leased. No materials, advertising or otherwise, shall be placed on the outside of buildings.

Have option of providing temporary structures within their contracted space,(i.e. sunshades over eating area) but all temporary structures must (1) *be approved by the assigned Fair Board representative*, (2) *be clean and presentable*.

Umatilla County Fair Lease Policies

THE VENDOR SHALL:

Obtain clearance from the Fair Office, verifying payment of outstanding fees and required cleaning of vendor area, at the conclusion of the Fair, and prior to leaving the fairgrounds. Failure to comply will be considered breach of contract and paid fees will not be refundable.

Remove all items (equipment, inventory, garbage, etc.) and material from leased space within 48 hours following the close of the Fair. Leased space shall be left in "as good or better" condition than existed upon occupation by VENDOR. Approved site clearance shall include removal of all temporary structures from the leased space or approved written permission to hold the space and remove the structure by a specified later date.

Agree 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,

Lodging & RV Park Locations

Able Farms RV Park 1845 S Hwy 395, Hermiston 541-564-8466 or 541-567-2394

Hat Rock Campground 82280 Hat Rock Rd 541-567-4188
Web page: www.hatrockcampground.com

Pioneer RV Park 1590 W Highland, Hermiston 541-564-9286 1-888-408-6100
Web Page: www.pioneer-rv.com

Stage Gulch RV Park Hwy 395 & Harding, Stanfield 541-449-1176

Oxford Suites 1050 N 1st St, Hermiston 541-564-8000

Motel 6 655 N First St, Hwy 395, Hermiston 888-729-7848 541-567-7777

If you have any questions or concerns please contact the
Umatilla County Fair Office at 800-700-3247
e-mail us at fair@co.umatilla.or.us

Umatilla County Fair
PO BOX 94
515 W Orchard Avenue
Hermiston, OR 97838

