

AUG 7-11, 2012



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

2012 FOOD CONCESSION SPACE RESERVATION

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. *A refundable deposit of \$100* must accompany this application. The booth fee for *Food Concessions shall be \$250.00 or 17% of gross sales*, whichever is greater. List below all food/beverage items that you would like to have on your menu.

Food Concessionaires must provide a picture, or related graphic description of their booth as part of the application. Permanent food vendors are excluded from this requirement.

All vendor selection will be the sole discretion of the Umatilla County Fair Board. Past participation does not guarantee application acceptance or create seniority. The Umatilla County Fair Board shall have the final decision.

THE COUNTY SHALL:

Permit the VENDOR to start occupation of the rented space two days before the opening of the Umatilla County Fair to prepare the concession for use during the FAIR. Additional access may be granted by Fair Management upon request.

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 promises 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, for any unpaid rentals and for any and all damages sustained by the COUNTY, resulting from the breach of this contract by the VENDOR or otherwise caused by the VENDOR, and shall have the right to dispose of such property to satisfy any such claim.

Retain ownership of the building and all the building fixtures.

Umatilla County Fair Lease Policies

THE COUNTY SHALL:

Allow the gate to be opened each morning of the FAIR from 6:00AM to 9:00AM **All vehicles are to be off the grounds between 9:00AM to closing of the Fair.** A shuttle will be available at designated loading and unloading site for transportation of supplies from 9:00AM to closing of fair.

Give each booth two (2) adult season passes or (10) individual day passes. A book of 25 vendor passes may be purchased for \$125.00. **NO EXCEPTIONS.**

The fair will provide one 110V outlet per booth. Service will be limited to 30amps. 50amp requirements must be made at time of application. There will be a \$50.00 additional fee for each 50amp service when available. The Umatilla county Fair will have 50amp extension cords available for rent at \$75.00 refundable deposit and \$15.00 rent for the length of the Umatilla County Fair for each section up to 50'. **Please specify Power Requirements: 220 ___ 110___**

THE VENDOR SHALL:

Pay \$250.00 concession rent prior to signing this contract and submit by March 30, 2012. If your application is not accepted because of duplicate food booths, all checks will be returned.

A daily accounting of gross sales will be required, and all concessionaires must check in at the Fair Office and pay any additional monies owed before leaving the fairgrounds on Sunday. **CASH REGISTER TAPES WILL BE REQUIRED.**

Have on file in Fair Office, 15 days prior to Fair, insurance that names the Umatilla County Fair as a covered group for a minimum of \$1,000,000.00.

Concessions must be set up by 10:00PM., August 6 and remain intact until 8:00AM August 12.

For permanent booths: Refrigerators will need to be turned on at least 3 days prior to the use of the Booth in order to check proper temperatures. Proper temperatures must be verified before food storage.

During fair hours there shall be no temporary covers, product covers or any visible that is not commercial grade. This means no noncommercial grade "blue tarps" or any other colored or clear noncommercial grade covers. This rule is not only for appearance but also for the danger that noncommercial grade material presents in wind and severe weather.

All booths will be manned and opened during the hours of 10:00AM and 11:00PM. Failure to man and have an open booth during these hours may lead to forfeiture of deposit and /or other sanctions or conditions.

If connecting to a Fair water supply, Food Grade hoses must be used. Absolutely no garden hoses will be allowed.

Shall not overload existing electrical service in accordance with Oregon Building Code.

Umatilla County Fair Lease Policies

PLEASE KEEP THIS
COPY FOR YOUR RECORDS

All temporary structures, i.e. sun shades over eating area, must be in presentable order in accordance to Fair standards.

Remove all temporary structures from the leased space within 48 hours after the close of the Fair, or secure written permission to hold the space and remove the structure at a later date.

Remove all items and material from rented space within 48 hours after the close of the Fair, including all equipment, inventory, garbage, and return the space in as good as condition as existed as at the time the space was rented by VENDOR.

Abide by all general conditions, rules and regulations, written or oral, made by the BOARD from time to time, and at any time governing the conduct of concessionaires during the Fair.

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, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

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.

Recognize this rental agreement and power to booth ceases within two (2) days after Fair closes.

Abide by all rules and guidelines set forth in the Umatilla County Fair Food Concessions Sanitation Manuel which is part of this contract.

VENDOR shall comply with all State, County and Local Health ordinances.

VENDOR will accompany this application with a refundable deposit of \$100.00. The refundable deposit will not be cashed or deposited unless all rules of the contract are not adhered to. Refundable deposit will be returned at the end of Fair.

THE ABOVE CONDITIONS HAVE BEEN READ AND ARE AGREED TO

VENDOR

FAIR MANAGER

DATE

DATE

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

