

Josephine County Fairgrounds & Event Center

PO Box 672

Grants Pass, OR 97528

Physical Address: 1451 Fairgrounds Rd. - 97527

Office: 541-476-3215

Fax: 541-476-1027

Email: fairgrounds@co.josephine.or.us

Website: www.josephinecountyfairgrounds.com



FOR OFFICE USE ONLY

DATE: _____

SPACE # ASSIGNED: _____

DEPOSIT PAID: _____

PAID IN FULL: _____

CERT. OF INS DATE REC: _____

PICTURE INCLUDED: _____

2020 JOSEPHINE COUNTY FAIR
COMMERCIAL EXHIBITOR AGREEMENT

FAIR DATES AUGUST 19 - 22, 2020

“Josephine County...No Place I’d Rather Be”

This Agreement is made by and between Josephine County (“County”) and _____ (“Commercial Exhibitor”), under the following terms and conditions:

Contact Person: _____ Name of Business: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Phone: _____ Alternate Phone: _____

Email: _____

Booth Information: Please provide specific information on all products or services to be offered for display or sold during the Josephine County Fair _____

Have you exhibited at the Josephine County Fair before? _____ If yes, what year(s) _____

When and where else have you exhibited in the past? _____

**** SPACE AVAILABILITY IS BASED ON A FIRST COME - FIRST PAID BASIS ****

First come, First Paid is a Deposit is paid, a signed contract, and a picture of your booth set-up received.

**SIGNED AGREEMENT, PAYMENT IN FULL, PICTURE OF BOOTH SET-UP
& CERTIFICATE OF INSURANCE IS DUE ON OR BEFORE JULY 10, 2020.**

EARLY BIRD SPECIAL SAVINGS OF 20% IF SIGNED AGREEMENT, PICTURE OF BOOTH SET-UP, CERTIFICATE OF INSURANCE, & PAYMENT IN FULL BY JUNE 1, 2020.

INDICATE PREFERRED LOCATION: Inside the Commercial Building _____ Midway (Outside) _____

Booth Spaces and prices are as follows:

****Available inside the Commercial Building only**

_____ 10 X 10 Single = \$350

_____ **10 X 10 Corner = \$450 (Two Available)

_____ 10 X 20 Double = \$700

_____ **10 X 20 Corner Double = \$750 (Two Available)

Commercial Exhibitor Vendor Passes:

A 10 X 10 booth space will receive DAY PASSES for (8) and (2) VENDOR PARKING PASSES.

A 10 X 20 booth space will receive DAY PASSES for (16) and (4) VENDOR PARKING PASSES.

Additional DAY PASSES are available for \$5 each (or \$20.00 for a 4 - DAY SEASON PASS).

Additional VENDOR PARKING PASSES may be available for \$15.00 each (this is for a 4-day pass).

1. **TERM:** This Agreement shall commence upon the last date signed below and shall continue until 11:00 p.m. August 22, 2020.
2. **COMMERCIAL EXHIBIT BOOTH OPERATING HOURS:** Fair Buildings will open to the Public at 10:00 a.m. and close at 10:00 p.m. Wednesday through Saturday, August 19-22, 2020. Outdoor Commercial Exhibit Booths on the Midway must remain open until 11:00 p.m. Wednesday through Saturday. **A representative of the Commercial Exhibitor must staff booth at all times. There will be no early tear down permitted during Fair hours. No vehicles will be allowed on the Fairgrounds' property after the Fair closes until Security Personnel have opened the main gates, possibly at midnight or later.**
3. **OBLIGATIONS OF COUNTY:** County will provide Commercial Exhibit Booth space as indicated above on page one (1) of this Agreement in either the Commercial Building or an Outside Booth space. Standard booth space is 10 feet x 10 feet and may include one (1) 110 V outlet for electricity. Electricity is limited on the Midway and we may not be able to provide more than 20 amps. Spas and pools require ground fault interrupter breakers, which the Fairgrounds **does not supply**. All booths are subject to Oregon State Fire Marshal regulations. County will have Security Personnel on grounds beginning Tuesday evening August 18, 2020 through 8:00 AM Sunday morning August 23, 2020.
4. **OBLIGATIONS OF COMMERCIAL EXHIBITOR: Set-up Commercial Exhibit Booth on Tuesday, August 18, 2020 between 10:00 a.m. and 7:00 p.m.** All demonstrations or presentations by Commercial Exhibitors shall be confined to Commercial Exhibitor's assigned space and may not extend to any other part of the Fairgrounds. No solicitous behavior such as stepping out of booth and approaching customers is allowed. Commercial Exhibitor shall operate the booth in a safe manner, so as not to endanger the health, safety or welfare of any person and in conformance with general accepted practices at Fair events. **Commercial Exhibitor understands and agrees that alcohol is not to be sold or consumed in the Commercial Exhibit booth and that marijuana and all controlled substances are prohibited on Josephine County property.**
5. **INSURANCE:** Commercial Exhibitor shall maintain Workers' Compensation Insurance as required by Oregon law and General Liability Insurance with minimum limits of liability, per occurrence, of \$1,000,000 for bodily injury and \$1,000,000 for property damage. Liability coverage shall be provided on an "occurrence" basis if it is available. "Claims made" coverage will not be acceptable unless Exhibitor cannot obtain occurrence coverage. The County reserves the right to determine whether occurrence coverage is available. **All insurance policies must name Josephine County as an additionally named insured and must be through an insurance company licensed in the State of Oregon. The insurance policy shall provide that "Josephine County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, Districts and Offices of Josephine County and the individual Members, Employees and Agents thereof in their official capacities. All insurance policies shall be evidenced by Certificates of Insurance, which shall be delivered to County at the Josephine County Fairgrounds and Event Center Office prior to accessing of Commercial Exhibitor booth.**
6. **INDEMNIFICATION:**
 - 6.1 Commercial Exhibitor shall defend, indemnify and hold harmless County, its Officers, Agents and Employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions in connection with the operation of a Commercial Exhibitor booth under this Agreement.
 - 6.2 Commercial Exhibitor shall assume all risk for loss or damage for whatever reason to equipment and/or personal property. Commercial Exhibitor shall assume all risk for loss or damage for whatever reason for any injury to any persons arising out of the use or operation of the of the Commercial Exhibitor's activities under this Agreement. Commercial Exhibitor hereby waives, releases and discharges Josephine County and the Josephine County Fair Board, their Officers, Agents and Employees from any and all claims, losses, suits, damages, liabilities and proceedings of any kind and whatsoever nature which may arise at any time for any damages or injuries to any persons or property arising or resulting from this Agreement.
 - 6.3 County shall defend, indemnify, reimburse and hold harmless Commercial Exhibitor, Officers, Agents and Employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts or omissions of County in connection with this Agreement.
 - 6.4 Commercial Exhibitor shall not be deemed an Agent of County under the Oregon Tort Claims Act.

7. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
8. **TERMINATION:** Either party may terminate this Agreement immediately upon a major breach by the other party. A major breach includes, but is not limited to: acts or omissions that jeopardize the health, safety or security of any person; malfeasance by either party's Officers, Agents or Employees; intentional refusal to comply with the provisions of this Agreement; or a pattern of repeated non-material breaches.
9. **FORCE MAJEURE:** Neither County nor Commercial Exhibitor shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
10. **NO THIRD PARTY BENEFICIARY:** County and Commercial Exhibitor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives any benefit or right to any third persons unless such third persons are individually identified by name and are expressly described as intended beneficiaries of the terms of this Agreement.
11. **AMENDMENT OF AGREEMENT:** This Agreement may be amended or modified only when reduced to writing and signed by both parties.
12. **ENTIRE CONTRACT:** This Agreement and the attached "Addendum A" constitutes the entire agreement between the parties. There are no promises, agreements, conditions or understandings, either oral or written, between the parties other than those set forth in this Agreement. This Agreement supersedes and cancels any prior written or verbal agreement between the parties for similar services.

ADDENDUM A

GENERAL INFORMATION AND GUIDELINES FOR COMMERCIAL EXHIBITORS AT THE JOSEPHINE COUNTY FAIR

- A. Commercial Exhibitor booths will be selected based on the following parameters:
 - **Date of receipt of a signed Agreement, paid \$200 deposit, picture of booth set-up, Certificate of Insurance with the balance paid in full on or before July 10, 2020.**
 - **NOTE: Any booth space not paid in full may be cancelled after July 10, 2020.**
 - A returning Commercial Exhibitor in good standing will be given preference.
 - Booth size and product(s) that fit well with the Fair.
- B. County reserves the right to inspect Commercial Exhibitor's booth at any time for compliance with listed items and use of booth space as specified in the Agreement, and reserves the right to refuse exhibits when deemed unsuitable.
- C. County is sensitive to the concerns of Commercial Exhibitors regarding product competition; however, County cannot offer exclusivity.
- D. No water or other beverage may be sold out of a Commercial Exhibitor booth.
- E. Commercial Exhibitor booths demonstrating food items are subject to all Public Health rules, regulations and licensing.
- F. Free products and/or samples will be allowed within Commercial Exhibitor's booth space.
- G. Smoking is prohibited outside of the designated smoking areas. **MARIJUANA AND CONTROLLED SUBSTANCES ARE PROHIBITED ON COUNTY PROPERTY.** County reserves all rights to immediately shut down the booth, terminate the Agreement and withhold all fees in the event that marijuana or controlled substances are used, sold or displayed. No alcoholic beverage may be sold or consumed except in designated areas.
- H. Helium balloons are allowed for decoration purposes only.
- I. No dogs are allowed in booths or on the Fairgrounds' property except service dogs and/or dogs that are part of an event.
- J. No personal use of motorcycles, all-terrain vehicles (ATV), skateboards, bikes, golf carts etc. are allowed with the exception of electric scooters/wheel chairs for the handicapped.

- K. County cannot guarantee that aisles, pathways or sidewalks will be kept free from obstructions due to persons crowding, standing or sitting.
- L. Exhibitor shall comply with all laws of the State of Oregon and Josephine County. Any person(s) who willfully damage or destroy any property on the Fairgrounds or in any way interfere with the management of the Fair, shall be liable to prosecution and will be held responsible for the costs of repair or replacement.

Payment and Refund Policy:

- A. **The total Commercial Exhibitor booth fee must be received by July 10th.**
- B. Cancellation of Agreement **prior to July 1, 2020** shall entitle Commercial Exhibitor to 100% refund of reservation fees paid.
- C. Commercial Exhibitor will not be allowed to move into assigned space without full payment and receipt of Certificate of Insurance.

Commercial Exhibitor Booth Clean-up/Removal:

Commercial Exhibitors using food for demonstrations must provide waterproof, covered, containers to hold refuse thus preventing leakage onto floor. Commercial Exhibitors will be responsible for emptying this container daily or more frequently as required. If leakage occurs onto floor or into other Commercial Exhibitor’s booth(s). Exhibitor may be subject to a \$25.00 cleaning fee for each occurrence.

Camping:

RV camping is available but is restricted to the RV camping area designated by the Fairgrounds. **Full hook-ups, water & electric only or dry camping are available for a fee. NO TENT CAMPING IS ALLOWED. Contact the Fairgrounds and Event Center Office at (541)476-3215 for information and reservations. Be sure to make your reservations early, as space is limited.** A parking permit will be issued to ALL campers. Those not having the proper parking permit in their camping unit will be towed at Owner’s expense.

By signing below, the Commercial Exhibitor agrees that the information provided on this **Commercial Exhibitor Agreement** is accurate. Commercial Exhibitor certifies to have read and agrees to abide by all rules, regulations and General Information Guidelines governing Commercial Exhibits at the Josephine County Fair (Addendum A). Furthermore, the Commercial Exhibitor agrees that selection of Commercial Exhibitor booths is at the discretion of County.

COMMERCIAL EXHIBITOR:

Title of Commercial Exhibitor Booth

Authorized Signature

Date

JOSEPHINE COUNTY:

Tamra Martin, Josephine County Fair Director

Date

PLEASE MAKE CHECKS PAYABLE TO: Josephine County Fair
You may pay by Visa/Master Card/Discover/Debit cards Call: 541-476-3215

MAIL THIS COMMERCIAL EXHIBITOR AGREEMENT TO:

Josephine County Fairgrounds & Event Center
P.O. Box 672
Grants Pass, Oregon 97528

Watch for online registration at: www.josephinecountyfairgrounds.com
Click...2020 FAIR tab