Grays Harbor County Fair & Event Center
Swap Meet License Agreement

This LICENSE made and entered into by the Licensee on the date specified at the end of this agreement and GRAYS HARBOR COUNTY:

RECITALS

Grays Harbor County provides a space at the Grays Harbor County Fairgrounds for the operation of a Swap Meet. The Swap Meet is an event that allows vendors to set up a selling space to sell their goods.

The Licensee desires to obtain the use of the space for the purpose of selling his or her goods to the public.

Grays Harbor County and Licensee enter into this agreement for the purpose of providing the Licensee a space to occupy and use to participate in the Grays Harbor County Fairgrounds Swap Meets.

TERMS

1. LICENSEE

Grays Harbor County agrees to provide the Licensee the use of a space, such space to be assigned by Grays Harbor County at its discretion, for Swap Meets. Grays Harbor County reserves the right to relocate vendors who arrive after the show has been set up. Space availability and location are not guaranteed. Licensee must keep merchandise within his or her assigned space. Children must be accompanied by the adult Licensee and kept under supervision.

2. LICENSE FEE

The License Fee, as set up the Grays Harbor County, shall be paid on the Friday prior to the Swap Meet. Payment of the License Fee upon conclusion of the present Swap Meet shall reserve space for the next immediate Swap Meet. License Fees paid are non-refundable, non-transferable, and shall not be carried beyond the next scheduled Swap Meet.

3. USE OF SPACE

Licensee shall comply with all rules and regulation set forth by Grays Harbor County.

The Licensee must keep his or her space open and manned for the duration of the Swap Meet. Swap Meet hours are Saturday 9:00 a.m. – 4:00 p.m. and Sunday 10:00 a.m. – 3:00 p.m. You may not start packing up your booth in any way or start to tear down until 3:00 p.m. on Sunday. Set up of Swap Meet space is on the Friday before the Swap Meet from 9:00 a.m. – 6:00 p.m., unless otherwise stated. All Licensees' must set up on Friday.

The building will be open for the Licensee on Saturday at 8:00 a.m. and Sunday at 9:00 a.m.

Grays Harbor County will take reservations. Reservation may be taken on a month-by-month basis on a first-come first-served basis only. Grays Harbor County will not accept reservations for the next Swap Meet until the Monday following the one just concluded.
Spaces will be assigned on a reservations basis or will be assigned on the day of set-up for the Swap Meet.

4. TERM

This agreement shall be effective as of the date of signature and terminate one year after effective date.

Either part may revoke and/or terminate this agreement at any time, for any reason, with or without cause. Such revocation and/or termination shall be immediately effective.

5. MERCHANDISE OR GOODS

Grays Harbor County may in its discretion, restrict or prohibit the sale of merchandise or goods that it considers to be unsafe or otherwise inappropriate for the Swap Meet.

All food items must be sold for off-premise consumption only and by special permission of Grays Harbor County. All food must be individually wrapped according to the Grays Harbor County Health Department specifications.

6. LICENSEE'S RESPONSIBILITY

The Licensee shall engage in prudent customer relations and customary business practices in sale of all merchandise, including but not limited to, exchanging items or providing refunds in the event of sale of goods that are damaged or defective. Grays Harbor County has the right to limit the amount of "same" merchandise being sold.

Licensee shall provide receipts upon customers request. Receipt must contain seller name, address, and phone of Licensee's home or permanent business location.

Licensee is responsible for the cleanliness of their space during and immediately after the show. All garbage must be taken to a nearby dumpster or Licensee may incur clean-up charges designated by Grays Harbor County. Licensee is not allowed to leave any unusable items ion the garbage.

All decorative display materials such a backdrops and table covers must be of fire retardant substance or sprayed with retardant. All electrical cords must be 14 gauge or larger (12 or 10), marked by the manufacturer, and may supply power to one plug only. Multiple plug-ins requires a multiple plug adapter with a breaker switch marked "Approved" by UL or FM. No gasoline or liquefied petroleum gas portable containers are allowed inside the building.

Aisles must be kept clear at all times.

7. TAXES

Washington State requires all sellers to pay state taxes on their gross sales. This is the sole responsibility of each Licensee and Grays Harbor County is not responsible for any individual Licensee's seller taxes.

8. SMOKING

There will be no smoking permitted any where in the building. There are ashtrays located outside each entrance to the building.

9. LOADING AND UNLOADING

The Licensee may pull a vehicle up to unload to the doors located between the Pavilion and the Pavilion Annex, doors at the end of the Exhibit Hall and doors to the Pavilion parking lot. Licensee may not drive into the building. Do not use the main entry doors across from the stage to load or unload, this blocks traffic and causes to much congestion. When borrowing carts, please use as quickly as possible to transport from vehicle to your space. Do not keep carts tied up for long periods of time. When finished unloading vehicle please move to a designated parking space.

10. PARKING

Licensee may only park in designated areas. These are to the south of the Pavilion and in the Pavilion parking lot. Any vehicle parked in "No Parking" zones are subject to being towed at the owner's expense. No parking is allowed within 20 feet of the Pavilion on the south and east sides. Licensee's parking in the Pavilion Parking Lot are encouraged to move to the outer edges to allow room for Customers.

11. ASSIGNMENT, WAIVER, SEVERABILITY, ENTIRE UNDERSTANDING, AMENDMENT, COMPLIANCE WITH LAWS, GOVERNING LAW

Licensee may not transfer or assign all or any of this agreement.

The failure of either party to insist on strict performance of this agreement shall not be construed as a waiver or relinquishment of any item herein, but the same shall remain in effect.

All provisions within this agreement are to be interpreted independently. If any provision is determined to be illegal or void by court of law having jurisdiction over this matter, all other provisions of this agreement will remain in full force and effect and be binding between Licensee and Grays Harbor County.

This agreement constitutes the entire understanding and agreement between Licensee and Grays Harbor County.

This agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreement or understanding between the parties unless the same shall be reduced to writing duly authorized and executed by both parties.

Licensee agrees to comply with all federal, state, and local laws, statutes, ordinances, regulations, and administrative orders.

It is agreed that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington.

12. RISK OF LOSS AND INDEMNIFICATION

Grays Harbor County assumes no responsibility for lost, stolen, or damaged merchandise. The Grays Harbor County assumes no responsibility for any merchandise left on the Fairgrounds. All merchandise and goods left at the Fairgrounds is left at Licensee's risk.

Licensee expressly agrees to hold Grays Harbor County, and all of its elected officials, agents, employees, or otherwise, from any and all liability, loss, claim, settlement, or damage including reasonable costs of defense and attorney's fees, that Grays Harbor County may suffer as a result of, or that may arise out of, or are in any way connected with the Licensee's use of space under this agreement or sale of any goods or merchandise.

SWAP MEET LICENSE AGREEMENT

YOU ARE NOT GUARANTEED A SPACE UNTIL PAYMENT IS RECEIVED

Licensee_____

Business Name_____ UBI #_____

Mailing Address_____

City_____ State_____ Zip Code_____

Day Phone_____ Night Phone_____

Type of
Merchandise_____

_____

_____

_____

Number of Spaces:_____ Power:_____
($40.00 per 10X10 Space)

Number of Tables:_____
($5.00 per Table)

I have read and agree to comply with the rules and regulations set forth by Grays Harbor County.

Date_____ Date_____

_____ _____
Licensee Grays Harbor County

Please return signed agreement with payment to:

Grays Harbor County Fairgrounds & Event Center
32 Elma McCleary Rd.
P O Box 1229
Elma WA 98541

Phone: 360-482-2651
Fax: 360-482-3297