



Josephine County Fairgrounds & Event Center

PO Box 672 - 97528

Grants Pass, OR

1451 Fairgrounds Rd. - 97527

Office: 541-476-3215

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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: \_\_\_\_\_

2019 JOSEPHINE COUNTY FAIR

COMMERCIAL VENDOR CONTRACT AND INFORMATION

FAIR DATES AUGUST 14 -17, 2019

*'Honoring Veterans of Yesterday, Today, & Tomorrow'*

This agreement is made on \_\_\_\_\_ 2019 between the Josephine County Fair Board hereinafter called the FAIR BOARD and \_\_\_\_\_ hereinafter called the EXHIBITOR /Renter as listed here on page one (1).

Name: \_\_\_\_\_ Business: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**Exhibit:** Please provide the 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.*

**EARLY BIRD SPECIAL SAVING OF 20% IF PAID IN FULL BY JUNE 1<sup>ST</sup>**

INDICATE LOCATION: Commercial Building \_\_\_\_\_ Midway (Outside) \_\_\_\_\_

Booth Spaces available are:

\_\_\_\_\_ 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)

**\$200 down and signed contract with picture of booth to hold space and Balance due July 10, 2019**

**Payments in Full, Photo of Event Set-Up, Completed/Signed Application,**

**& Insurance Certificate Due on or Before - July 10<sup>th</sup>**

**CANCELATION:** Cancellation of agreement prior to July 1, 2019 shall entitle exhibitors to 100% refund of monies paid. If cancellation occurs after July 1, 2019 and prior to August 1, 2019, exhibitors may be entitled to up to 50% refund of monies paid. **Cancelations after August 1, 2019 will receive no refund.**

**ELECTRICITY:** All booths will receive 110v (1 outlet) of electricity. *There will be an additional charge of \$85.00 for any amount over this. Please specify in wattage if additional power is needed and why.* \_\_\_\_\_

**NOTE:** Electricity is limited and the Fairgrounds may not be able to provide more than 20 amps.

Spas and pools require ground fault interrupter breakers which the Fairgrounds **cannot supply.**

**WATER:** Does your exhibit require access to water? (Limited Availability) Yes \_\_\_\_\_ No \_\_\_\_\_

**NOTE:** If you require grey water dump and extra charge may apply.

**WITNESSETH:**

In consideration of payments hereinafter specified, the FAIR BOARD gives the EXHIBTOR the right and privilege to operate and or maintain a Commercial/merchandise or other information display at the Josephine County Fair to be held at the Josephine County Fairgrounds & Event Center, Grants Pass, Oregon on August 14-17, 2019.

Fair buildings will open to the public At 10 a.m. and close at 10 p.m. Wednesday through Saturday, August 15-18, 2019. Outdoor spaces will remain open until 11 p.m. on Friday and Saturday.

**GENERAL INFORMATION:**

- A. Any authorized representative of the Josephine County Fair (JoCoFAIR) shall have access to booth spaces(s) at all times.
- B. We are sensitive to the needs of our customer's concerns regarding product competition. However, we cannot offer exclusives, as we do not have the staffing or time to monitor this. There are vendors who will specialize in one item, and vendors who will have multiple products that may include one item that someone else is carrying. We cannot guarantee that a small amount of product duplicity will not occur.
- C. Vendors will be chosen based on first come, first paid basis and with the following parameters:
  - "First come" is not the actual received date, but rather an application received and deposit paid with balance due on or before the deadline date - **July 10, 2019**. Booth space not paid in full may be cancelled after July 10, 2019.
  - A returning vendor in good standing will be given preference.
  - Booth size and product(s) that fit well with the Fair. Please send picture of booth setup.
  - Sponsorship participation.
- D. No water or other beverage may be sold out of a commercial exhibitor booth.
- E. Exhibitors demonstrating food items are subject to all public health rules, regulations and licensing.
- F. Exhibitors must take every precaution against possible injury to visitors, guest, and employees.
- G. All demonstrations or presentations by exhibitors shall be confined to exhibitor's assigned space and in no case may extend to any other part of the grounds without approval of the JoCoFAIR or its representative. No solicitous behavior such as stepping out of booth and approaching customers is allowed.
- H. No canvassing/solicitation is allowed on any part of the Fairgrounds without approval of the JoCoFAIR Management.
- I. JoCoFAIR reserves the right to inspect exhibits for compliance with listed items and use of booth space as specified in the agreement. JoCoFAIR reserves the right to refuse exhibits that would detract from the dignity of the Fair and to refuse space when deemed unsuitable by the Fair Management.
- J. Free products and/or samples will be allowed within your booth space.
- K. Exhibitors are expected to conduct themselves in a professional manner and without infringement on others.
- L. Smoking is prohibited inside any building, livestock areas, horse barn, tent, canopies, or exhibit booths by order of the Oregon State Fire Marshal. Designated smoking areas are placed throughout the grounds. Those smoking in approved locations shall be responsible for proper disposal of cigarette butts. **MARIJUANA AND CONTROLLED SUBSTANCES PROHIBITED:** Renter understands and agrees that marijuana, and all controlled substances are prohibited on County property at any time. Renter shall not allow the use, sale or display of any of these products. County reserves all rights to immediately shut down the Event, terminate this Agreement, and withhold all or part of the Refundable Security and Cleaning Deposit in the event that marijuana, or controlled substances are used, sold, displayed, or maintained on County property
- M. No alcoholic beverage may be sold or consumed except in designated areas.
- N. Helium balloons are allowed for decoration purposes only.
- O. No dogs are allowed in booths or on the Fairgrounds except service dogs and/or dogs that are part of an event.

- P. 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. The Fair will supply transportation help with golf carts in designated areas.
- Q. Weather conditions shall not affect the terms of this agreement.
- R. JoCoFAIR cannot guarantee that aisles, pathways, or sidewalks will be kept free from obstructions due to persons crowding, standing, or sitting.
- S. Exhibitors shall comply with all laws of the State of Oregon, County of Josephine, and City of Grants Pass. Any persons who willfully damage or destroy any property on the Fairgrounds, or in any way interfering with the administration, shall be liable to prosecution and will be held responsible for the costs of repair or replacement.
- T. All matters not covered in this information are subject to the decision of the Fair Board Management and shall be final.

**Payment and Refund Policy:**

- A. **The total exhibit booth fee must be received by July 10th or space will not be reserved.**
- B. No exhibitors will be allowed to move into their assigned space without full payment and insurance.
- C. Cancellation of agreement prior to July 1, 2019 shall entitle exhibitors to 100% refund of monies paid. If cancellation occurs after July 1, 2019 and prior to August 1, 2019, exhibitors may be entitled to up to 50% refund of monies paid. **Cancellations after August 1, 2019 will receive no refund.**

**Booth specification/Furnishings:**

- A. The standard booth space is 10 ft. x 10 ft. and includes (1) 110 outlet for electricity. Additional electricity may be available upon request and will be charged an additional fee.
- B. All booths are subject to the Oregon State fire Marshal regulations.

**Exhibit Clean-up/Removal:**

- A. Exhibitors using food for demonstrations must provide waterproof, covered, containers to hold refuse thus preventing leakage onto floor. Exhibitors will be responsible for emptying this container daily or more frequently as required. If leakage occurs onto floor or into other exhibitors' booth(s), exhibitors may be subject to a \$25.00 cleaning fee for each occurrence and may be subject to expulsion from Fairgrounds without a refund.

**Security:**

- A. JoCoFAIR will have security personnel on grounds starting Tuesday evening (the day before Fair) through 8 AM Sunday, the day after Fair.
- B. JoCoFAIR will exercise all reasonable diligence in protecting property of exhibitors, but will not be responsible or liable for articles lost, stolen, damaged, or destroyed.

**Fair Attendance/Rain Policy:**

- A. Management is not responsible for decrease in normal Fair attendance due to acts of God, labor strikes, or any other cause.
- B. In the event of inclement weather, management will do everything it deems reasonable to prevent the water from pooling. There will be no refunds because of rain and/or inclement weather and booths are expected to remain open.

**EXHIBITOR PASSES:**

A 10 X 10 booth space will receive DAY PASSES for **(8)** and **(2)** EXHIBITOR PARKING PASSES.  
A 10 X 20 booth space will receive DAY PASSES for **(16)** and **(4)** EXHIBITOR PARKING PASSES.  
Additional DAY PASSES are available **for \$5 each per day (or \$20.00 for a 4 day season pass)**.  
If space limitations permit, additional EXHIBITOR PARKING PASSES will be available **for \$15.00 each (this is for a 4 day pass)**.

**CAMPING:**

RV Camping is available for commercial exhibitors and is restricted to the camping area designated by the Fairgrounds. Full hook-ups and dry camping is available for a fee. **NO TENT CAMPING IS ALLOWED. RV camping and anyone plugged into electricity and/or water is \$100 per week, any Dry Camping will be \$40 for the week all camping must be paid in advance.** A parking permit will be issued to ALL camper. Those not having the proper parking pass in their camping unit will be towed at owner's expense. **Be sure to make your reservations early as space is limited.**

There are public campgrounds and motels within a 5 mile radius of the Fairgrounds.

**INSURANCE:**

The EXHIBTOR (Renter) shall, at its own expense, at all times during the term of this agreement, insure its operation with a broad form of liability insurance written on an occurrence basis, condition to pay all claims for injury or damage to persons or property arising out of the EXHIBITORS (Renter) use of the facilities and other property. The EXHIBITOR (Renter) hereby assumes and agrees to be responsible for and to BOARD OF COUNTY COMMISSIONERS and members of the JOSPHINE COUNTY FAIR BOARD, jointly, severally, individually and privately, to hold harmless from all claims and demands of damage of injury to person or property and for contract liability arising in any manner from EXHIBITORS (Renters) use and occupancy under this agreement. The minimum limits of bodily injury liability \$500,000.00 each person, with \$1,000,000.00 each occurrence, and property damage liability shall be \$500,000.00 each accident with an aggregate of not less than \$1,000,000.00 **Carrier shall include: Josephine County, Josephine County Fair Board, employees, agents, etc. as additional insured** on said Policy and forward a certificate to the Fair Board with the signing of this contract. Carrier shall notify the FAIR BOARD at least ten (10) days prior to any cancellation of modification. This policy of liability insurance to be examined and approved by the FAIR BOARD'S designated agent prior to the first day of the terms of this agreement.

**WORKERS COMPENSATION COVERAGE:** Concessionaire shall provide workers' compensation coverage for all subject workers and volunteers (as defined by ORS 656.027). If applicable please forward a copy of the certificate to the Fair Board with the signing of this contract.

**THE FAIR BOARD SHALL:**

1. Lock the Commercial Building/exhibits at 10 p.m. each night.
2. Permit the EXHIBITOR to display, demonstrate, sell or operate only what is applied for in the application.
3. Provide: for each single space one outlet (110 volts), 500 watts for electricity.
4. Assume no liability for damage to goods or property of the EXHIBITOR, or any liability for accidents to persons or property caused under or by virtue of the operations of the EXHIBITOR under this contract.
5. Have a lien upon any and all property stored, used or located any place upon the Fairgrounds by the EXHIBITOR for any unpaid rentals and for any and all damage sustained by the Fair Board resulting from the breach of this contract by the EXHIBITOR or otherwise caused by the EXHIBITOR, and shall have the right to dispose of such property or any part of said property or any part of said property without process of law, and may appropriate any and all of this property as its own to satisfy any such claim.

**THE EXHIBITOR (Renter) SHALL:**

1. Pay Rent in full as described on page number 1.
2. Set-up Tuesday 13<sup>th</sup> of August 2019 between 10 a.m. and 7 p.m.
3. Conform to the FAIR BOARDS requirements of all construction, design and decoration of EXHIBIT. **All exhibits must be set up and completed prior to 7 a.m. on Wednesday August 14<sup>th</sup> 2019,** the opening day of the Fair. Failure to have your exhibit completed by this time may cause your space to be taken by another and your rental fee will be FORFEITED.
4. Man all exhibits during the hours the Fair is open to the public, 10 a.m. to 10 p.m., unless permission has been granted by the FAIR MANAGEMENT.

**Booths must be staffed at all times by the bonafide representative(s) of the exhibitor.**

**Early tear-down is not permitted.**

5. Not use or have on the Fairgrounds any sound amplifying devise, unless written permission has been granted by FAIR MANAGEMENT and keep all music or voice levels at a volume designated by FAIR MANAGEMENT.
6. Not sublet or assign privilege or portion of the space covered by this agreement to any other person or persons or allow any use other than listed.
7. Remove any temporary structures from the rented space within forty-eight (48) hours after the close of Fair, or secure written permission from FAIR MANAGEMENT to hold space and late removal of structures.
8. Leave the rented premises in a clean and orderly condition.
9. Restrict all activities and advertising matter to the space rented and shall place no advertising on the outside of permanent buildings, cars parked on the grounds or other location without written permission from FAIR MANAGEMENT.
10. Permit no electrical wiring or remodeling to be done on any portion of the Fairgrounds without written permission from FAIR MANAGEMENT and then only under the supervision of the FAIR BOARD approved personnel.
11. Abide by all general conditions and rules and regulations, written or oral, made by the FAIR BOARD or MANAGEMENT from time to time and at any time governing the conduct during the Josephine County Fair, agreeing specially that future oral or written conditions and rules and regulations shall become a part of this contract the same as it is now published.
12. Promptly close all shows, spectacles and performances of any kind, or discontinue any conduct which is in the opinion of the MANAGEMENT of the Josephine County Fair offensive to good taste or in any particular way objectionable, it being understood that the opinion of the MANAGEMENT of the Josephine County Fair shall be conclusively binding in this respect.
13. No organization, and/or individuals will be allowed to use the Fairgrounds and/or crowds thereon for personal interest without signed contract with the FAIR BOARD.
14. No space may be vacated or torn down until after 11 p.m. on the last day of Fair unless FAIR MANAGEMENT has given permission to tear down earlier. On the last day of the Fair, Doors on the commercial Building will be locked at 11 p.m. NO vehicles will be permitted on Fairgrounds property until after MANAGEMENT has opened the main gates.
15. NO ALCHOLIC BEVERAGES, MARIJUANA, E-CIGARETTES, OR ANY CONTROLLED SUBSTANCES allowed in booths weather for distribution of personal use or you will be asked to LEAVE.

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*NO APPLICATION FOR SPACE WILL BE PROCESSED UNTIL THE APPLICATION HAS BEEN COMPLETED, RETURNED TO OUR OFFICE WITH A DEPOSIT, and PHOTO OF YOUR BOOTH.*

**SUBMITTING JUST AN APPLICATION ONLY DOES NOT GUARANTEE YOUR SPACE.**

By Signing below, I agree the information I have provided on this application is accurate. I have read all 5 pages of the Commercial Vendor Contract/Application and Information. I will abide by all rules, regulations and guidelines regarding Josephine County Fairgrounds & Event Center & Event Center & Event Center. I understand that selection of Commercial Vendors is at the discretion of the Josephine County Fair Board and/or Management.

**Please keep a copy of this Commercial Vendor Contract and Agreement for your records.**

**VENDOR/EXHIBITOR:**

**JOSEPHINE COUNTY FAIRGROUNDS**

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Business/Exhibitor Name (Please Print)

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Authorized Signature

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Authorized Signature

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Date

---

Title

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Date

Make Checks payable to Josephine County Fair.

Visa/MC Credit/Debit cards accepted in person/or via telephone at the Fairgrounds Office.

**MAIL CONTRACTS TO:**

**Josephine County Fairgrounds & Event Center**

**P.O. Box 672 Grants Pass, Or 97528**