



# 2019

## Vendors Handbook

## **WALLA WALLA FAIR AND FRONTIER DAYS**

On behalf of the Board of Directors, General Manager and Staff, we welcome you to the 154rd Annual Walla Walla Fair and Frontier Days – 5 fun-filled days that begin on August 28<sup>th</sup> and end on September 1<sup>st</sup>.

On the following pages you will find the rules and information you will need while at the Fair. Please take the time to read the handbook completely as there is crucial information for you as a Vendor or Exhibitor. Make sure your employees, as well as yourself, are familiar with its contents.

The rules detailed in this handbook are a part of your Contract Agreement with the Walla Walla Fair and Frontier Days and will be enforced. By following them, everyone will be able to look forward to a successful Fair.

We wish you the best and hope you enjoy the 2018 Walla Walla Fair and Frontier Days. If you have any questions, please don't hesitate to contact us.

## **FAIR DATES AND HOURS**

**2019 Fair Dates – August 28<sup>th</sup> – September 1<sup>st</sup>**

**Pavilion Vendors** 11:00 a.m. – 11:00 p.m. every day

**Mid-Way Vendors** 11:00 a.m. – 11:00 p.m. Wednesday, Thursday  
11:00 a.m. – Midnight Friday, Saturday and Sunday

## **FAIRGROUNDS STAFF**

### **Fair Office**

Bill Ogg, General Manager  
509-527-3247

Koren Schmaltz, Exhibitor/Rental Coordinator  
509-527-3247

Paul Cox, Accounting Tech  
509-527-3247

Linda Heiser, Office Coordinator/Tickets  
509-527-3247

Ken LaRue, Maintenance Supervisor  
509-876-9205

JoAnne Bennett, Vendor Coordinator  
509-527-3247  
jbennett@co.walla-walla.wa.us

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**RULES AND REGULATIONS**

The Vendor acknowledges these “**Rules and Regulations**” are incorporated in and made a part of their Contract Agreement.

The following rules apply to Exhibitors, concessionaires, food and novelty operators, and all other individuals, corporations, associations, fairgoers, etc., while on the premises. Wherever the word exhibit or exhibitor appears in the context of these rules and regulations, it shall also be understood to mean Vendor or concession and/or concessionaire.

***READ THESE RULES AND REGULATIONS CAREFULLY AND ASK QUESTIONS ON ANY PARTICULAR MATTER THAT YOU DO NOT FULLY UNDERSTAND.***

It is your responsibility to be knowledgeable. It is also important to have all representatives or employees working in your exhibit aware of these rules and regulations. All regulations will be strictly enforced. Disregard of any regulation or misrepresentation on the part of the Exhibitor will forfeit all privileges granted, fees paid, and rights to further participation in future fairs.

The Walla Walla County Fair shall have the absolute right and discretionary power to interpret, alter, add, cancel, relax, or vary any of these standards in individual cases, except where such changes would violate local or federal statutes.

Vendor agrees to defend and hold the Fair Management, its Board and agents, Commissioners and their agents, harmless from any all claims for damage suffered or alleged to be suffered in or about the premises by any person, company or corporation.

### **Violation of Rules**

Fair Management may revoke a vendor’s privilege at any time in case of a known violation of the Rules and Regulations, Washington State or U.S. Laws, or in the opinion of the Fair Management. In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of your lease, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla.

### **Emergencies**

For an immediate emergency, **CALL 911**. In case you have an emergency in your building or on the fairgrounds, try to contact security personnel and give them the information. If you need to report an emergency, again, Call 911. Stay calm and tell the operator what the emergency is and your location. This is very important.

### **First Aid**

If first aid is required due to accident or illness, contact security to escort the injured guest to the first aid station. First aid station is located at the North West end of the fairgrounds (Gate 4.)

### **Safety Regulations**

The Walla Walla Fair is a safe work place and all vendors, concessionaires and contracts shall comply with State and Federal regulations. Vendors and concessionaires are responsible for all aspects of safety in connection with any work they perform themselves or contract to be done. All work is to be performed in a manner to avoid risk of bodily injury or risk of damage to property. You are responsible for monitoring and making any corrections necessary in the work procedures that will minimize risks and damage.

### **Sexual Harassment**

The Walla Walla Fair is committed to creating and maintaining an enjoyable workplace atmosphere.

Among other things, that means we expect out exhibitors and/or restaurateurs to be free from sexual harassment perpetrated by another exhibitor or restaurateur or other associated with the Fair.

If allowed to exist in our workplace, such harassment would have serious consequences, not only for the individuals involved, but also for the entire Fair. The Walla Walla Fair would not expect any person to tolerate:

- Unwelcome sexual advances
- Requests for sexual favors
- Offensive verbal physical conduct of a sexual nature (including sexual jokes, cartoons, comments, etc.)

Should you encounter such behavior from anyone affiliated with the Fair, we want you to make full use of our open-door policy by immediately contacting Fair Manager, Bill Ogg (509-527-3247). We will investigate the circumstances in which the incident or incidents allegedly occurred. If the complaint is found to have merit, immediate action will be taken to correct the situation.

**Facilities for Disabled and Special Needs Patrons**

**Americans with Disabilities Act** – People with disabilities represent a significant portion of the population and are equally reflective in the number of guests attending the Walla Walla Fair. Ensuring equal participation by all guests is important to you, your company and the Fair.

The Americans with Disabilities Act (ADA) mandates equal treatment of persons with disabilities. The Walla Walla Fair holds all its licensees responsible for meeting the requirements of this mandate. ADA became effective for recreational, leisure, and entertainment providers in January 1992. The ADA defines an “individual with a disability” as a person who has a physical or mental impairment that substantially limits one or more major life activities, who has a record of such impairment, or who is regarded as having such impairment. Every provider (concessionaire and/or commercial exhibitor) is responsible by law for accommodating both physically and mentally impaired person by methods that are “readily achievable”. Every effort should be made to give guests with disabilities the opportunity to participate in rides and other amusements. When the safety of guests or employees will be placed in jeopardy, there admission may be refused.

**Vendor Passes**

The Vendor will receive four (4) complimentary gate passes with each booth for each day of the fair. If you need additional passes, they may be purchased at a discounted price of \$5.00. Each vendor will receive one (1) complimentary parking pass for the vendor parking lot. A limited number of parking passes are available at \$15.00. Vendors needing after-hours (before 9:00 a.m. and after midnight) service pass to enter gate 7 of the fairgrounds will have to notify fair management.

**Food Vendors Passes**

As a part of the contract Food Vendors (Concessionaires) will received two (2) one-day complimentary gate passes based on a three-year average of gross revenue. (See table below) If you need additional passes, they may be purchased at a discounted price of \$5.00.

Gross Revenue	Number of Gate Passes
\$0 - \$10,000	20
\$10,001 - \$20,000	40
\$20,001 - \$30,000	60
\$30,001 - \$40,000	80
\$40,001 - \$50,000	100
\$50,001 – 60,000	120
\$60,001 – and above	140

The Fair management will determine the Food Vendors complimentary parking passes, and after-hours services passes to gate 7 during the fair.

All complimentary passes allotted are specifically for the use of vendor staff only. Tickets distributed to vendors are recorded by number and can be traced to specific vendors.

Any attempt on the part of the vendor to sell, exchange, or gift complimentary admission or parking passes issued by the Walla Walla Fair will be adequate cause for cancellation of the contract and removal from the property.

### **Contracts**

Every individual or company doing business on the fairgrounds during the Walla Walla Fair must have a written and signed contract relative to that activity. This contract shall be governed by and construed in accordance with Washington States Laws.

### **Insurance**

Insurance coverage is required by all Walla Walla County Vendors. Walla Walla County requires a Commercial General Liability Insurance. The Vendor shall obtain and maintain, for duration of the contract, a minimum of \$1,000,000 combined single limit bodily injury and property damage insurance coverage.

With a signed contract, the Vendor shall ensure the Walla Walla County Fairgrounds is listed as additional insured, and that insurance is **primary and non-contributory**. The Vendor shall provide a copy of insurance, which must include a certificate of insurance with an endorsement naming Walla Walla County, with signed contract. With the Certificate of Liability Insurance, in the box "Certificate Holder" place the following address: Walla Walla County, 363 Orchard Street, Walla Walla, WA 99362.

You have an option to purchase insurance through the Walla Walla County at a cost outlined below

#### **2019 Insurance Costs (if purchased through Walla Walla County) – 5-day policy**

Food Vendor: \$132.10

Commercial Vendor: \$132.10

Concessionaire (pony ride): \$283.20

Concessionaire (activity booth): \$132.10

If purchasing insurance through Walla Walla County, please work with the Vendor Coordinator to obtain insurance. **You will be asked to send a separate check** in the appropriate amount with your contract. Make the check out to Walla Walla County. Please do not include insurance fee in your booth rental fee.

### **Criteria (New Vendors)**

All points listed below are considered in our selection process when considering new Vendors for the Fair.

- Waiting list status
- Product (uniqueness, creativity, pricing, and experience)
- Booth Appearance
- Space/Power needed on the grounds
- Other Fair's recommendations.

### **Criteria (Returning Vendors)**

All points listed below are considered in the process of inviting Vendors to return to the Fair.

- First right of refusal (if all rules were followed the previous year)
- Desire to participate
- Vendor has completed the Walla Walla Fair application
- All criteria listed previously for new Vendors

### **UBI Number**

Any organization or person making sales must have a Washington State Unified Business Identifier (U.B.I.) number.

Washington State Department of Licensing  
(800) 451-7985 or <http://business.wa.gov/BLS>

### **County Tax Requirements - #3636**

Each vendor must use the Washington DOR Tax Reporting Account Number – 3636 – when recording sales tax during the Fair. This information will be reported on your DOR Monthly/Quarterly Combined Excise Tax Return. Our tax rate is 8.9% and is subject to change at any time. The County Treasurer does monitor the monthly tax receipts by vendors.

**Other Taxes** – Vendor agrees to pay all lawful taxes and assessments, including, but not limited to, the leasehold excise tax which, during the term hereof, or any extensions provided for herein, may become a lien or may be levied by the State, County or City, or any other tax levying body upon the premises herein or upon taxable interest of Vendor acquired by this policy, or any taxable possessory right which

Vendor may have in or to the premises or facilities, or the improvements thereon by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal owned by Vendor in or about said premises. Upon making such payment, Vendor shall provide, to the Walla Walla Fair, a copy of the receipts and vouchers showing such payment. When provided, the Vendor shall not be deemed to be in default of its obligations under this policy for failure to pay taxes pending the outcome of any proceeding instituted to determine the validity of such taxes. Any organization or person selling merchandise, products, or other tangible personal property, soliciting sales of tangible personal property for later delivery, charging admission to their area, charging for participation in a game or skill or other amusement activity such as rides or slides, and/or having income or receipts from entering into agreement to lease or rent tangible personal property or real property, shall have a Washington State sales tax number. Contact the Washington State Department of Revenue – 4407 N. Division Street, Ste. 300, Spokane WA 99207 – (800) 647-7706.

### **Power Requirements**

In an effort to provide power to all vendors, we need to know your power requirements. Each booth space has (1) 110 outlet. We have a few places with more power available. Any additional, or special power requirements will be discussed with Fair Management and, maybe, the vendors cost. The Fair Management has the authority to disconnect any booth that overloads electrical capabilities. Vendors are required to provide their own electrical equipment that meets Uniform Fire Code. In an effort to manage the cost of electrical used, trash each day, and water used by vendors, we have added a 5% Utility fee to all booth prices.

### **Exclusivity**

Our policy is not to grant product exclusivity to any vendor participating in the Fair. For the mutual benefit of our vendors and the public, we do make every effort to diversify products by not booking similar lines of merchandise. Selection is based upon product, presentation, references, and whether the product fits within the Rules and Regulations as adopted by the Fairgrounds Management.

### **Photographs/Video Taping/Sketching**

Photographs or art sketching and Video Taping of any concessionaire's booth and/or product, and employees is not allowed except for use by the Walla Walla Fair for promotional, historical, archival purposes. In signing the contract, the Concessionaire hereby waives any rights of use or other intellectual property rights related to the media or its future use by the Walla Walla Fair or County Fairgrounds.

### **Signs and Advertising**

The Walla Walla Fair can demand and effect the removal of any advertising matter which, in the sole discretion of management, it considers objectionable. No concessionaire shall display any form of political advertising or disseminate political propaganda unless his individual contract permits such a privilege. Manufacturers and distributors must not display their advertising banner in any other building, stand, enclosed or grounds space anywhere on the Walla Walla Fairgrounds, unless themselves lease said premises from the Walla Walla Fair. **The concessionaire cannot solicit outside their allotted space as described in this contract.**

**Space Allotted**

All vendors must confine activities to within the limits of space allotted to them. Sales people and demonstrators are prohibited from operating in the aisles and from extending their activities into the aisles. Violations may result in immediate termination of contract.

**Booth Space Assignment**

The Fair Management reserves the right to change Booth space assignment to meet our infrastructure needs. This will include, but not limited to telephone, internet, water, electrical, etc.

**Sound Devices**

Vendors may use amplifiers sound, radios, air conditioning units, or other sound producing devices in their booth space.

It must be such a nature as not to cause annoyance to other exhibitors, concessionaires, or visitors. A second warning may result in immediate termination of contract.

**Refuse Products**

Fair Management reserves the right to refuse any product on the basis that the proposed product would not be in the best interest of promoting and representing the Walla Walla Fair.

**Items Prohibited**

In order to ensure the Walla Walla Fair remains a fun and safe venue, Vendors will be required to comply with a ban on the display and/or sale of items that have been or could be considered a nuisance, hazardous and/or potentially dangerous, including but not limited to:

- |                        |                         |                  |
|------------------------|-------------------------|------------------|
| Helium balloons        | Cap guns                | Rubber band guns |
| Pop balls              | Fireworks               | Blow darts       |
| Colored hair spray     | Gang logo Hats/Clothing | Bows & Arrows    |
| Potato or plastic guns | Stink bombs             | Ninja stars      |
| Stun guns              | Pepper sprays           |                  |

Fair Management reserves the right to inspect merchandise displayed and sold at any time during the Fair to ensure compliance. Management shall have the right to confiscate any of the items listed above, or any other items that may be deemed in the sole discretion of management to pose a nuisance, hazard or danger. Any items confiscated will be returned to the owner at the end of the Fair. We also reserve the right to refuse any product or booth on the basis that the product would not be in harmony with, or in the best interest of promoting the Walla Walla Fair.

**The sale of your Business**

If you sell your business, the new owner does not automatically have a space at our fair. Please contact us and we will discuss the possibility of a “trial first year” with our fair. If you work with us, we will be happy to work with you.

**Amusement Exhibit**

By Washington State Law, you need to make sure that you have the proper Washington State Licensing before you open your booth for business. Please follow: RCW 67.42.025 and RCW 67.42.010.

**Security**

The Walla Walla Fair will have uniformed and non-uniformed security personnel on the grounds. Every reasonable precaution will be taken for the safe preservation of the persons, articles of exhibition, livestock and property. It is



the benefit of the vendors to have their booths properly manned. Security in the booths is the responsibility of the vendor. The Fair Management will not be responsible for loss or damage by theft, water and fire, or assume any liability for accidents to persons or property.

### **Vehicles**

Vehicles and service trucks **must be off the grounds by 10:00 a.m.** each morning during the Fair and may not return to the grounds before 12 midnight. Contact the Pavilion Office (509) 520-5233 for help with hauling supplies to your booth during the operation hours of the Fair.

### **Storage**

An area to park food storage/prep vehicles requiring electrical services will be available in the vendor camping area, near Lot 1. Space is limited and a fee will be charged. (Please see camping rules.) Space will be allocated on a first-come first-serve basis.

### **Parking**

Vendors parking is in Lot 1, off Orchard St. There will be no passing through Kiddie Land for anyone parking in Lot 1, you will need to walk out to Orchard St. and enter at Gate 2 at the east end of the Pavilion to be scanned in with a gate pass. Contact the Pavilion Office or Security and they can escort you back to your vehicle if you are carrying money at the end of the day.

### **Alcohol / Controlled Substance**

Consumption, storage, and sales of alcoholic products, including, but not limited to, intoxicating liquor, beer, and wine, are absolutely forbidden while at the Fair with the exception of within the Beer Garden areas. No controlled substance or drug paraphernalia of any kind shall be kept, sold, or consumed by a Vendor or any of his employees within the premises contracted to the Vendor or upon the facility. Violation of this policy will result in the Vendor being required to vacate the grounds immediately, forfeiting all monies paid.

### **Smoking**

RCW 70.160. Smoking is prohibited in all buildings, including the livestock barn area, inside any food concession space, grandstand area, within 25 feet of a doorway, window capable of opening, or ventilation system air intake. For the convenience of vendors and Fair guests, designated smoking areas are provided on the grounds.

### **Skateboards, Etc.**

No Skateboards, roller skates, roller blades, bicycles, scooters, motorcycles or similar recreational vehicles are allowed on the grounds. Golf carts and other motorized transportation may be authorized.

### **Giveaway/Drawings**

All giveaway items (pens, key chains, etc.) must be listed on your application. There are vendors on the fairgrounds that pay for the privilege of selling certain items and we must honor their licenses by not allowing fee distribution or giveaways of the same or similar items.

All drawings must be made prior to 9PM closing night. An official of the fair may, at his/her option, be present when the drawing is made. It is the Vendor's responsibility to deliver the prize, gifts or premium to the winner within 15 days after the drawing. The prize, gift, or premiums must be absolutely free with no additional payment of money or other consideration required by the winner. Walla Walla Fair employees, Vendors, their employees, or immediate families are not eligible to participate in the drawings for prizes, gifts or premiums.

### **Raffles**

Raffles may only be conducted by a nonprofit/charitable organization. Vendor must have a letter from the IRS that the organization is exempt from Federal income Tax and it will be presumed that you qualify. If there are any

questions, please follow the State Laws, RCW 9.46.0257, and RCW 9.46.0355, and WAC 230-46. Washington State Gambling Commission can be reached at (800-345-2529)  
Winners must be reported to the Fair Office at the end of the Fair.

### **Pavilion Check in and placement**

When vendors arrive on the grounds, we ask that you check in at the Pavilion Office prior to setting up your booth. Please don't assume that returning vendors are in the same space as previous years. Last minute changes do happen.

### **Pavilion Office**

You will pick up your Gate and Parking passes in the Pavilion Office. If you have not completed your paperwork, the Pavilion staff will work with the Main Office in completing the paperwork. Vendor shall be checked in and setup prior to 7 p.m. on Tuesday, the day before the event begins.

Any last-minute Vendors will be placed in spots that are available. We try not to place vendors selling 'like' items together, but if you reserve a booth a few weeks/days before the Fair, you will be placed in the next available spot. Our policy is not to give product exclusive rights to anyone. You may have a few items that someone else sells, but you were accepted for the items that are different.

### **Gate/Parking Passes**

The Vendor will be given complimentary Gate and Parking passes. These passes are intended for the vendor's staffing/workers for his contracted space. It is the vendor responsibility to get the passes to their workers. There will not be any refunds from the Fair Office if your worker must pay to get on the grounds to work his/her shift. Additional gate passes may be purchased at a discounted price of \$7.00 each, and a limited number of additional parking passes will be available for \$15 each. If you have a need to enter the grounds during the fair in a vehicle to stock your booth, everyone in the vehicle must have a pass, and the vehicle will need a Service pass. Don't forget to have your hand stamped if you plan on coming in and out during the day, otherwise you will need a pass each time through the gate.

### **Staffing Your Booth**

During the official open hours of each day of the Walla Walla Fair, all Vendors must be open to the public and supervised by a competent attendant. No one is allowed to stay overnight in a booth. If any vendor fails or refuses to abide by these rules, Fair Management reserves the right to terminate the contract and to take possession of the concession. In the event of a breach of contract, Fair Management will not return advance payments to the Vendor and may seek other remedies.

### **Failing to Open / Close Early**

Any vendor which fails to open at the designated opening time as stated in their contract agreement or remain open until the designated closing time, will forfeit their right to return next year. If a vendor's booth must be closed during operating hours for any reason, a written explanation of the closure and expected hours of closure must be submitted for approval by the Fair Management prior to the occurrence.

### **Booth Size and Set-up**

Outside booths are in increments of 10' X 10', a double would be 20' X 20'. You will conduct all of your business within that space. Make sure that all awnings/tables and trailer hitches fit within the allotted space. There will be no drilling of holes into the asphalt to secure your booth.

### **Pavilion booths are different sizes**

They range from 12' X 10' to 15' X 12'. If available, you can purchase double booths. The Pavilion is setup using pipe and drapes. The side walls are 3' tall and the back wall is 8' tall. Our policy is that nothing will be placed on the walls or hung from the ceiling. Hooks are available to hang a light-weight banner or sign off the back pipe. Any

display walls/equipment you will need, must be provided by you. There is a height restriction in the Pavilion of 12', and you cannot have a canopy or anything that would hinder the sprinkler system.

### **Cardboard Disposal**

Vendors will flatten all cardboard boxes and stack them neatly in front of their booth area. Pick up of discarded cardboard boxes is on-going throughout the Fair.

### **Vendor Camping**

There are a limited number of camping spots available for vendors. Please ask for an application if one has not been sent to you. Those who have camped here previously, need to let us know if you are bringing a larger rig. We have only so many camping spots to accommodate certain sizes. You will not be able to keep an extra vehicle in the camping area.

You will be given a parking pass for your vehicle to the Vendor parking lot, near the camping area. Please check in at the Pavilion Office to make sure of your spot. Vendors will not remove their camping unit until after midnight the last day (Sunday) or all day on Monday.

- Regular space: \$150 w/power/water
- Reefer Space: \$150 w/power
- Tent: \$50 (no power or water)

Vendor space assignment will be available at the Pavilion Office when you arrive. You must have your space assignment before you can enter camp area. Small tents will be allowed with your camper if they can fit with your other accommodations, otherwise two spaces must be reserved.

Pets are allowed, but there will be a \$15.00 fee per pet. You must clean up after your own pet daily. There are leash laws and clean up laws in the county. Pets will not be allowed to wander the grounds with you. If they become a noise problem, you will be asked to remove the pet.

Lanes of 20' between rows of camping units must remain open at all times for emergency access and fire protection. Vehicles blocking emergency access will be towed away at owner's expense.

Sewer pumping services will be available for \$20.00 each time. Once you are here, additional services can be paid for at the Pavilion Office during the Fair. Please indicate if you would like this service and which day(s) on your registration form and include payment. Pumping service is early in the morning. Let the Pavilion Office know by noon if you have not received this service.

Vendors agree to observe and follow the rules and regulations as stated in the Vendor Handbook pertaining to camping/parking. If I am asked to leave, I will do so with no questions asked. The owner of camper and/or vendor borrowing camper agrees to hold harmless, indemnify and defend the Walla Walla Fair from any liability due to loss, damage, or injury to self or other property while such is on the Walla Walla County Fairgrounds.

When in the camping area, all vendors will follow the County Fairgrounds rules pertaining to firearms. If you have further questions regarding these rules, please check with the Fairgrounds Manager.

### **Wind/Rain Policy**

High winds and rain have been known to happen during the Walla Walla Fair. With high winds, tossed canopies and umbrellas are the first things to have a problem. You must come prepared to handle both. If you have left the grounds during set up, we will try to contact you if your booth has been damaged once it has been setup. The Fair Management will not be responsible for your booth and product due to weather damage once it is brought onto the grounds. The weather can change within minutes. It can be sunny when you setup and stormy that evening when you are away from the grounds. Your contact information will be shared with security during the nighttime hours.

All vendors who wish to erect canopies (including umbrellas) at the Fair are required to have their canopies sufficiently and safely anchored to the ground with a **minimum of 24 lbs. per leg**, from the time their canopy is put up to the time it is taken down. Any vendor who fails to properly anchor his or her canopy will be responsible for the damage.

### **Pets/Animals**

***No pets are allowed on the Fairgrounds.*** Disability-related guide dogs are permitted and must be on a leash. All animals in competition are allowed on the fairgrounds. For vendors who are camping, you may have a pet, but you must clean up after it. There may not be enough power to run your air conditioners to keep them cool, as we sometimes have power issues. If you need to house your pets while you are here, we recommend Haute Dog Pet Resort, at (509) 525-1312)

### **Child Safety**

We recommend that vendors not allow children under the age of 12 to accompany them during Setup and tear-down because of potentially hazardous conditions.

### **Equipment Rental**

If you need canopies, tables, or chairs, please contact Sun Rental at 509-525-0774 / 509-525-3395 or Sunbelt Rentals at 509-735-3049. The Walla Walla Fair does not supply the above items.

### **Workers**

We encourage you to work with the local WorkSource well in advance of the Walla Walla Fair. This will allow their staff more time to screen applicants and enhance the quality of the referrals. They can be reached at (509)-527-1821.

### **Refunds**

Vendors are required to post their policy regarding merchandise refund so that it is visible to the customers. Your refund policy must be printed on the order form or in any brochures provided to the customer. Vendors must provide refund information to all customers and provide a telephone and address for the customers to contact if they have question.

### **Cancellations**

Returning vendors will receive 90% refund of payment made if cancelled before March 30. ***There will be no refund for returning vendors after April 30.*** New contracted vendors after April 30 will receive a 90% refund for 30 days after the date on the signed contract, or until July 31. ***There will be no refund after July 31.*** During the month of August, new vendors will not receive a refund unless approved by Fair Management and would be no more than 80%.

### **Employee Discounts**

Vendors are not expected to offer nor are they obligated to extend, free or discounted merchandise or food to employees and directors of the Walla Walla Fair. Vendors are encouraged to notify the Fair Management if they are approached by anyone asking for free or discounted merchandise or food.

### **Tip Jars/Donations**

There will be no placing of tip jars on the stand or the soliciting of tips anywhere on the grounds. Soliciting of donations is prohibited on the Fairgrounds. Tipping Walla Walla Fair staff with food or discounts is also prohibited.

### **Advertising Materials and signage**

No person shall be permitted to distribute advertising materials; i.e. handbook, coupons, fliers, tokens, signs, banners and/or other items at the Walla Walla Fair, except from within their leased exhibit booth or display space. No one shall be allowed to solicit or distribute materials in aisles or while roving on the grounds, and/or placing advertising materials on or in automobiles on Fairgrounds property. Anyone violating this policy is subject to removal from the fairgrounds.

### **Solicitations**

The Walla Walla Fair and Fairgrounds is private property. Begging or soliciting on the Walla Walla Fairgrounds is not allowed during the event. That will include vendors for profit, nonprofit organizations, religious groups, or any other organization, or on its behalf, shall be permitted on the grounds. All solicitation for either contributions or sale must be made from within the confines of a booth or display area that has been leased in writing. Anyone violating the policy is subject to removal from the fairgrounds.

### **ATM Machines**

There will be multiple ATM machines located on the Fairgrounds for your convenience.

### **UPS/FED EX/DHL**

If you are having any product or parts shipped to the Fairgrounds, please use UPS, DHL, or Fed Ex, not the mail. We do not go to the post office during the Fair. Arrangements will be made for UPS, DHL, and Fed Ex to drop off at the Pavilion Office every day.

***Make sure your booth name and number are on the package.*** If you know you have a COD, let the **Pavilion Office** know. The Fair will not pay for it but will try and find you.

Physical Address is:  
Walla Walla Fair and Frontier Days  
363 Orchard Street  
Walla Walla, WA 99362

## ***Food Vendor Requirements***

### **Food Vendor**

All food vendors are required to pay a deposit based on the value of the space determined by the fair management. If a signed agreement is not submitted prior to March 30 of the current year, the food vendor's booth will be reassigned to another vendor.

### **Food Vendor Percentage**

The food vendors deposit will be deducted from the total owed by the vendor (20% of the gross receipts or whichever is the greater after deduction of Washington State Sales Tax) at the conclusion of the Fair. The term "gross receipts" as used herein shall mean the aggregate amount of sales made and services performed for cash, or credit card or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, ware, merchandise and services for alike property, or services, at the selling price thereof. Provided however, that the term "gross receipts" as used herein, shall not be construed to include all taxes, including sales tax and other similar taxes or imposition imposed on or by reason of sales or charges where billed to the customer by licensee as a separate item.

### **Cash Register**

All food vendors must use a cash register. Vendors will be responsible for supplying cash registers meeting the standard as listed below:

- Non-resettable grand totals
- Non-resettable Z counter and Z reading

- Registers must have a detail/journal tape and receipt tape
- Registers should print the date and time on the detail tape

Make sure the register tape is legible and dark and that the over-rings are marked on the tape. We all want the totals to be reported correctly. Each vendor must turn in the Z tape. Do not turn in a hand-written note of the total. Food Vendors are NOT permitted to work from an open cash drawer, money apron, or cash box.

### **Procedures**

All sales will be rung up on the cash register for the correct amount. **The cash drawer will be closed following each sale.** Continuously open cash drawers or the use of a separate cash box is prohibited. Over-rings must be recorded on an over-ring sheet that is provided by management and circled on the register tape. It will be necessary to record the machine number, transaction number, amount, and cashier's signature. This record will document the adjustment to sales. Booth operator must remove the detail/journal tape at the end of each day. Provision and maintenance of cash registers is the responsibilities of the vendor. Any problem must be reported to Fair Management in a timely manner.

An individual designated by Fair Management will be allowed access to the cash registers at any time Fair Management deems it necessary. Fair Management reserves the right to place an observer inside any Concession Facility to ensure proper cash register procedures.

### **Accounting**

Every food vendor that pays a percentage must turn in the previous day's register tapes, Z tapes, and over-ring sheets to the Pavilion Office between 9:00 a.m., and 11:00 a.m., the following day. Write booth name and the previous day's date on the tapes. If a Food Vendor chooses to operate their booth prior to and/or following the official opening and closing days of the Fair, they must first obtain written permission from the Fair. If permission is granted, the Vendor agrees to operate under all the same rules and regulations and agree to include all sales made these days with the first day's tapes are turned in.

### **Food Vendor - Community Center Kitchen**

Vendor using the kitchen during the Walla Walla Fair will pick-up their keys one week prior to the Fair if no other event is taking place. Keys will be returned to the Fair office within two weeks after the Fair. The Food Vendor will have one week after the Fair to clean up the kitchen and remove all his/her equipment from the kitchen off the grounds. The kitchen will be in the same condition when you took possession, including floors, counters, sinks, walls coolers, etc. If any work is done by the fairground maintenance staff, except for minimum cleaning, will be charged at a rate of \$43.00 per man-hour.

### **Food Vendors**

The Walla Walla County Health Department has established the guidelines which must be followed by concessionaires preparing food.

The Fair Management has requested the Health Department's strict application and enforcement of these rules and other health regulations in order to avoid incidents involving food hazards. Cooperation by concessionaires is greatly appreciated and required.

### **Food Items**

Vendors may not substitute and/or add any food items, prizes, giveaways, drawings, products, and or services without prior approval. Deletion of any item listed on the contract shall be brought to the attention of the Fair Management. Violations may result in immediate termination of contract.

### **Food Giveaways and Demonstrations**

Walla Walla Health Department will inspect hand washing facilities of all concessions conducting demonstrations of food sampling from their booth. All samples of food products for giveaways must be approved in advance by Fair Management. Upon approval, Concessionaires are allowed to give food samples only within the premises of

the assigned booth space and must obtain approval and permits from the Health Department in respect to food handling, food storage, etc. Fair Management requires that food sampling be listed on insurance policy.

### **Vendor Employees**

Vendor's employees shall be clean, well groomed, fully-clothed (shirts and shoes required), neat in appearance, orderly, polite in their conduct and speech, courteous and efficient. The vendor shall not employ any person or persons in or about the premises who uses improper language or act in a loud, boisterous or otherwise improper manner. The Vendor will provide competent personnel necessary to carry out the term of their agreement. The Vendor is also responsible for expenses incurred for service staff they hire.

Food Vendor employees shall obtain a Washington State Food Workers Card from the Walla Walla County Health Department prior to the first day of the Fair. The Concessionaires shall maintain a file with all Food and Beverage Workers' permits on site.

### **Gray Water Disposal**

Gray water is described as any wastewater that does not include sewage or soiled wastewater. Examples of gray water include wash wastewater and shower wastewater. Kitchen and toilet wastewater are not classified as gray water. Gray water must be disposed of in appropriate sanitary sewers. Vendors found disposing of gray water in other than appropriate sanitary sewers will be charged for the cost of removing such gray water and repairing any damage resulting from vendor's improper disposal. Please check with the Pavilion Office for gray water disposal.

### **Grease Disposal**

Vendors in need of grease disposal are required to use the designated containers. Please check with the Pavilion Office for the location of the grease containers on the grounds. Vendor's found disposing of grease or other garbage in sanitary or storm drains will be charged for the cost of removing such garbage and repairing any damage resulting from the Vendor's improper disposal.