



# WASHINGTON COUNTY

ADMINISTRATION BUILDING — 150 N. FIRST AVENUE  
HILLSBORO, OREGON 97123

## BOARD OF COMMISSIONERS

MILLER M. DURIS, Chairman  
BILL BLOOM  
VIRGINIA DAGG  
RICHARD C. HEISLER  
RAY MILLER

June 26, 1978

GREGORY S. HATHAWAY, County Counsel  
ROOM 401  
(503) 648-8747

Adeline Hesse, Manager  
Washington County Fair  
P. O. Box 115  
Hillsboro, Oregon 97123

Dear Ms. Hesse:

A short time ago you asked this office to review the 1977 Fair policy following receipt of correspondence from Mike Dewey of the Oregon Fairs Association. In that letter from Mr. Dewey it was stated that a recent case, International Society for Krishna Consciousness, Inc. v. Evans, 440 F sup 414 (S. Dist E. Div. Ohio 1977) held that solicitation and dissemination of literature within four feet of a concessionaire's booth was a valid regulation of religious conduct. You also submitted a proposed Standard Contract which included the changes suggested by the Krishna case based upon Mr. Dewey's interpretation.

Enclosed please find a proposed new policy for the 1978 Fair. The proposal embodies the 1977 policy for all activities conducted outside the fenced-in portion of the Fair Grounds. The language held to be valid in Krishna plus the concepts of the Dewey memo are included in the policy relating to activity conducted inside the fenced portion of the Fair Grounds.

The policy should have a blank "Standard Contract" attached to it and should be distributed and made available to all interested persons.

It is the opinion of this office that such rules and regulations embodied in the proposed policy and the Standard Contract are valid regulations of conduct and would withstand constitutional attack. It should be noted, however, that this office made a change from your proposed Standard Contract as to the area in front of the concessionaire's booth in which solicitation, etc., is allowed. It is our opinion that two feet is too restrictive, and we therefore suggest a three foot area for operation.

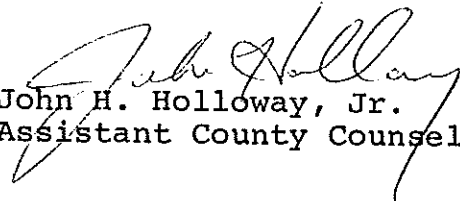
Also enclosed is a proposed Permit Agreement drafted by this office for the purpose of clearing up problems encountered with past agreements.

Adeline Hesse, Manager  
Page two

June 26, 1978

Please review these two items and convey to this office your thoughts. If the proposed policy is acceptable, then please adopt it at your earliest convenience. Thank you so much for your time and consideration.

Very truly yours,



John H. Holloway, Jr.  
Assistant County Counsel

JHH:dee

Enc.

WASHINGTON COUNTY FAIR BOARD  
P.O. BOX 115, HILLSBORO, OREGON--648-1416

STANDARD CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between the Washington County Fair Board, lessor, and \_\_\_\_\_  
Address (Lessee) \_\_\_\_\_  
State \_\_\_\_\_ Phone No. \_\_\_\_\_

WITNESSETH:

The Washington County Fair Board hereby grants and leases to said Lessee certain rights, privileges and space during the period of \_\_\_\_\_ to \_\_\_\_\_ A.D. 19\_\_, to conduct, operate and sell upon said premises, such business and articles as are set out below, and no other.

1) Privileges granted under this contract give the Lessee permission to operate, sell or display \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) The uses of premises or space granted to Lessee under this contract is described as follows:

Building \_\_\_\_\_

Booth No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) The Lessee hereby covenants and agrees to abide by all the terms of this contract and rules of the Washington County Fair Board and hereby acknowledges that Washington County Fair is the

County's major annual agricultural and industrial exposition.

Also, that the County Fair offers educational activities, healthful competition and recognition for youth.

4) The privilege let under the terms of this Contract is for a term of \_\_\_\_\_ days, and only during the period of the Washington County Fair for the year above set out, and in consideration of the payment by said Lessee to the said Washington County Fair Board of the sum of \$ \_\_\_\_\_, and the following covenants are agreed to by the said Lessee:

5) No contract will be considered binding on the Washington County Fair Board until 100 per cent of the contract price has been paid, all payment due on the return of contract. Failure to pay all sums due on this contract on the day and at the hour provided herein, shall work a forfeiture by the Lessee of all privileges herein described, together with any payment he may have made, and he shall surrender to the Washington County Fair Board immediate possession of all space or lots occupied under the terms of this contract.

6) Any representative of the Washington County Fair Board shall have access to the premises at all times.

7) All buildings and property owned by exhibitors and concessionaires must be removed from the ground within two days after the close of the Washington County Fair.

8) The Washington County Fair Board is granted the privilege to stop and forbid the sale of any commodity or drink by the Lessee, or any of his employees, which in the judgment of said Washington County Fair Board is considered unwholesome or detrimental to health.

9) Lessee agrees to conduct privilege granted by this contract without infringement upon the rights of others; to not handle or sell any commodity for which an exclusive right has been sold, or engage in any business or sell any commodity upon the County Fair grounds, other than that expressly stipulated in this contract, and will confine all his solicitations for either contributions or sale to the space and privileges as hereinbefore set out. Fair management holds the right to assign all space and location to develop the best traffic flow for all. Lessee shall work only in front of his own booth and shall at no time be over three (3) feet from booth while working at the Fair.