

# **Canby Wine, Food & Brew**

## **2017 Concessionaires Manual**



### **Clackamas County Fair & Event Center**

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# Concessionaires Manual

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## COMMERCIAL EXHIBITORS MANUAL DEFINITIONS

As used in this agreement, the following terms shall have the respective meanings indicated:

<b>CCBC</b>	Clackamas County Board of Commissioners
<b>CCFEC</b>	Clackamas County Fair & Event Center
<b>CCF</b>	Clackamas County Fair
<b>CCFB</b>	Clackamas County Fair Board, a five member board appointed by the Clackamas County Board of Commissioners
<b>Concession</b>	Food and/or beverage vendor
<b>Commercial Exhibitors</b>	All exhibitors who sell, promote, inform and educate who purchase a commercial booth space.
<b>County</b>	Clackamas County, Oregon, a political subdivision of the State of Oregon, and shall include, without limitations, the various departments, employees, agents, elected officials, of the County, and any assignee or delegate to their various rights and powers
<b>Fair</b>	Annual Clackamas County Fair
<b>Fair Management</b>	The CCFEC Executive Director, Fair Board Members, Vendor Coordinators, or other appointed representative and/or authorized delegate
<b>Fairgrounds</b>	Clackamas County Fair & Event Center at Fairgrounds (Clackamas County Fairgrounds)

## **1. PURPOSE**

The purpose of this manual is to provide a clear understanding of the rules and regulations, policy and procedures in regard to operating a commercial booth space at CCFEC.

Every Vendor is required to know and abide by these rules and regulations. Every Permittee is responsible for assuring that every employee/volunteer knows and abides by these rules and regulations. Additional copies of this manual are available upon request in the Fair Office.

CCFEC reserves the right to amend, add to and interpret all fair regulations and rules and to settle all disputes.

Any person, exhibitor, or Permittee who does not comply with the rules and regulations may be removed from the fairgrounds at the discretion of CCFEC. Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of CCFEC.

## **2. CONDUCT**

The Permittee shall ensure that all employees/volunteers and booth-related invitees are clean, orderly and polite in their conduct and speech.

It is expected that all Permittee's attire will be family friendly.

All Permittee's will operate their exhibits in assigned booth space without infringement on the rights of others. Failure to do so will be subject to forfeiture of the privilege granted under the permit without reimbursement.

CCFEC reserves the right to close any booth if it is not being operated in conformity with fair rules or if the product being sold is considered unwholesome or detrimental to health.

## **3. PERMIT AGREEMENT**

Every Commercial Exhibitor must have a written and signed agreement with the CCFEC.

Permits are issued on an annual basis and do not indicate participation in any future events and/or fairs sponsored at the CCFEC.

Permits, spaces and related privileges are not transferable.

Neither weather nor obstruction by crowds or other cause shall impact this agreement. CCFEC no way guarantees or assures that the sidewalks, paths, aisles, streets or passageways will be free of obstructions.

Regardless of weather, all Commercial Exhibitors are expected to remain open, unless the fair needs to be closed.

CCFEC reserves the right to cancel all permit agreements of any kind should an act of Providence such as war, riot, fire, flood, storm, or pestilence prevent the County Fair from operating.

## **4. INDEMNIFICATION**

Each Permittee shall indemnify and hold harmless Clackamas County, CCBC, CCF, CCFB, their directors, officers, volunteers, employees, agents and assignors from and against any and all claims, damages, losses and expenses including but not limited to personal injury, property damage and attorney fees arising out of or resulting from activities of Commercial Exhibitor, or its' employees, agents and guests.

## 5. INSURANCE REQUIREMENT

Under the advisement of the Clackamas County Risk Management, **ALL** Permittee's are required to provide a certificate of insurance covering the general liability with a ten-day notice of cancellation.

**Coverage will be \$500,000 per occurrence with a \$1,000,000 aggregate. Certificate of insurance shall state under description of operations the following: name of the event, the date(s) of the event, the area being used, and the statement "Clackamas County, Clackamas County Board of Commissioners, Clackamas County Fair Board, their employees and agents are named as additional insured."**

Written proof of insurance must be provided by vendor with payment.

## 6. COMPLIANCE WITH LAWS

Any and all County, State, or Federal Licenses, inspections or permits required for the installing or operation of the booth shall be obtained by the Permittee and his expense prior to set-up day before the fair.

## 7. BOOTH MOVE IN/SET UP

All Commercial Exhibitors/Vendors may set up on the following dates and times:

**Thursday, June 1, 2017, 10am - 4pm**  
**Friday, June 2, 2017, 10am - 4pm**

## 8. HOURS OF OPERATION

All Commercial Exhibits shall be open and properly staffed every day of event, (no partial weekend) during the following times:

**Friday – 5pm-9pm**  
**Saturday – 11am-9pm**  
**Sunday – 11am to 5pm**

If permittee fails to maintain stated hours of operation, the permittee may not be granted future Permits with CCF. MP Building will be opened to Vendors one hour before being open to the public.

## 9. RELEASE TIME

No Commercial Exhibits/Booths may be dismantled or removed before close of the event. After release time it is not to be assumed that Permittee's property will be guarded by representatives of CCF.

## 10. BOOTH FEES

All Concessionaires will pay a base fee of \$100.00 or 22% of gross sales, whichever is greater. Fee does not include canopy, equipment and additional utilities. CCF does not provide registers.

- Registers must have the non-re-settable "Z" counter
- Registers must have the ability to take daily "X" readings so your sales report can be turned in daily and will not alter the running "Z" totals
- Registers must have detail journal tape at all times
- Registers must have two-way displays and both the register and display must be placed in plain view of the customers at all times.
- **Registers must have battery back-up with memory and surge protection in operation**

## **11. UNAUTHORIZED PRODUCTS**

Absolutely no guns, archery equipment, knives, swords, switchblades, blowpipes, stink bombs, fireworks, infrared laser beams, self defense sprays or, any other type of product that resembles these items will not be allowed to be displayed or sold. No drug-related items will be allowed to be displayed or sold. CCFEC reserves the right to remove any questionable items from a vendor's booth should it be deemed inappropriate or permittee may be asked to leave the premise forfeiting all fees.

## **12. DAMAGES**

All Permittee's property must be removed from CCFEC and the assigned space returned to its previous condition, less reasonable wear and tear, immediately following the close of the event. The Commercial Exhibitor agrees to pay the costs of repair and replacement for any and all damages of whatever origin or nature, which may have occurred during the term of this agreement, by the Commercial Exhibitor, for restoring the premises to a condition equal to that which existed at the time the participant, took possession.

Any Permittee's property left on the fairgrounds more than 24 hours following the close of the fair will be disposed of, and the Permittee will be charged for said disposal.

## **13. CLEANLINESS**

Permittee's shall be responsible for keeping the space assigned to them in a clean and sanitary condition at all times. CCFEC will provide receptacles for trash. Receptacles for recycling of plastic, glass, paper and cardboard will also be provided by CCFEC. Trash must not be swept into aisles or other common facilities.

## **14. COMMON FACILITES**

Common facility areas are areas for the non-exclusive use of visitors, delivery persons, Permittee's and others which are intended to be open for general use. Common facilities include, but are not limited to, sidewalks, aisles, stairways, open areas for ingress and egress, restrooms, and other similar areas.

No Permittee, or other person, shall carry on any business or other activities in common facility areas. No Commercial Exhibitor shall block any aisle or interfere with pedestrian traffic in common facilities.

CCF cannot guarantee, however, to keep all common areas free of congestion caused by persons crowding, loitering, standing or sitting therein, causing passage through or over the common facility area difficult or impracticable, and such crowding or blocking of said common area shall in no manner or way affect the terms, conditions, or provisions of this permit.

## **15. PUBLIC SAFETY**

All materials used in decorating booths, racks, exhibits, tack rooms, stalls or pens must be made from non-flammable material or treated and maintained in a flame-retardant condition in accordance with Fire Marshal's requirements.

Under no circumstances will articles be allowed which are offensive of their odor or appearance which is dangerous by reason of their explosive or combustible character or which cause loud noise sufficient to be distracting to patrons or nearby booths.

No sound amplification devices shall be allowed without the prior written consent of CCFEC. If the amplification is deemed unnecessary or deemed disturbing, CCFEC may revoke approval of the device and require Permittee to remove it from the premises.

## 16. SECURITY

CCFEC will have security personnel on the grounds at night during the event and will take reasonable precautions for the protection of the property of Permittee's.

CCFEC shall not be held responsible for the safety of booths or other property of Commercial Exhibitors. CCFEC shall not be responsible for any loss incurred by Permittee as a result of theft, fire, accident or other cause. Permittee shall be responsible for protecting themselves against such losses.

Any Permittee that desires insurance protection for its booth or other materials must obtain such insurance at their own expense.

## 17. SMOKING

**Smoking is prohibited on any and all CCF property.**

## 18. ANIMALS

**No pets** are allowed on the fairgrounds except those pre-entered into exhibit competitions or assistance/service dogs (example: dogs that assist the blind or hearing impaired). Federal law states that a service animal is only a dog. Companion pets are not considered service animals.

## 19. FIRE AND LIFE SAFETY GUIDELINES

- **FIRE LANES, FIRE HYDRANTS AND FIRE EXTINGUISHERS**

Fire lanes shall be kept clear at all times. A 6 foot clear radius shall be maintained around all fire hydrants so that they may be available at all times. Clearance shall be maintained around fire extinguishers so that they are readily available at all times.

- **TENTS AND CANOPIES**

- ✓ Tents and canopies shall be fire retardant material or made fire retardant in an approved manner.
- ✓ Smoking shall not be allowed
- ✓ Heating and cooking equipment shall not be located within 10 feet of an exit
- ✓ Fuel burning equipment shall be vented to the outside air by means of a vent which is at least 12 inches from all portions of the tent
- ✓ Shall be separated from property lines, buildings or structures by at least 20 feet

## 20. UTILITIES

Only persons authorized by CCFEC will do all licensed electrical wiring and plumbing.

CCFEC will provide each Permittee with one 120 volt 20 amp electrical circuit providing 1920 watts of power. More electrical power may be provided if it is available. If additional power is provided, Permittee shall pay the cost thereof at the rate of \$20.00 per 20-amp circuit. 220-volt power is available in selected locations and outlets must be requested and approved in advance. Specific requests should be submitted with signed agreement. Permittee is responsible for **ALL** additional lighting for display in booth area.

Non-encrypted Wi-Fi internet service may be available in your booth location. However, this is a courtesy and its speed, consistency or service is not guaranteed.

## 21. SIGNAGE

Permittee's shall have a sign identifying their Business or Organization. No Permittee shall place any signage, banner or other printed material outside of their assigned booth space.

**22. VENDOR PARKING**

Vendor parking is across the street in the Blue Lot. The front of the Main pavilion is for loading and unloading only.

**23. GIVEAWAYS**

A special form must be filled out and submitted to the fair office prior to fair. Helium balloons cannot be given away, only used as decorations for Permittee's booth space.

**24. RAFFLES**

Raffles are permitted with proof of compliance with all the Oregon State Statutes.

**25. CANVASSING**

Dissemination of literature, signature collection, solicitation of funds, canvassing, distributing gifts, selling and similar transactions shall be conducted only from within an assigned booth. Permittee's not complying with this requirement will be asked to leave CCFEC forfeiting all fees.

**26. CANCELLATION OF CONTRACT**

If this contract is canceled by the Commercial Exhibitor for any reason, rental paid to CCFEC by Commercial Exhibitor shall be forfeited as follows:

- a. All cancellations must be submitted in writing to CCFEC. All deposits are non-refundable.
- b. Failure to comply with the terms of the Permit Agreement shall be deemed to be a cancellation by the Commercial Exhibitor. This includes but not limited to; no further response, mailings returned as undeliverable, no forwarding address, and inability or failure to make or complete payments

The forfeited funds constitute liquidated damages for the direct and indirect costs incurred by CCF.

**27. EMERGENCY OR INCIDENT-REPORTING PROCEDURES**

CCFEC Staff needs to be immediately informed of accidents and incidents that occur during the event.

**28. ADMISSION AND PARKING**

Permittee will receive 4 3-day admission passes per booth. Additional 3-day passes are available for \$5.00 each when purchased before the festival. Parking is \$5 per day.

**29. CAMPING**

Please call CCFEC Office for further information.

Updated: 12/2016