

Dear Potential Booth Exhibitor,

Buckles, Boots and Spurs? That's right we are celebrating 50 years of Rodeo this year at the Palouse Empire Fair! Our fair dates this year are

September 7th-10th, 2017

To complete our **application process**, please fill out and email or mail the appropriate documents. Submit the completed application with requested items. If you're successful we will invoice you out for the appropriate amount. We will confirm the contract when payment is received and applied to your charges. We accept check and/or credit card payments. When the amount is received and applied we will send you a confirmation sales receipt.

You can find a fill able PDF application on our website at www.palouseempirefair.org.

Please submit your application as soon as possible, we have a limited number of spots available, when filled, our application process will come to a close. You may apply as soon as February 7, 2017. Please feel free to email us with any questions or comments.

Thank you for your interest in the Palouse Empire Fair!

Sincerely,

Angie Dennison Wick
Palouse Empire Fair
pef@co.whitman.wa.us

Commercial Booth Application

This agreement is made and entered into by and between the Palouse Empire Fair, hereinafter and _____, an independent Business, Organization/Group or Association/Agent wishing to display at the "Palouse Empire Fair/fairgrounds", hereinafter referred to for all intents and purposes as the "Contractor". In consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. **SERVICES:** The Fair shall rent exhibit space to the contractor for the week of the Palouse Empire Fair. The Contractor agrees to furnish all necessary equipment, shelter, furnishings and tools necessary for the set up and successful operation of said booth. Exhibit space assignment is determined by Fair Management.
 2. **DURATION OF AGREEMENT:** The term of this contract and the performance of the Contractor shall commence at 8am, Tuesday of the fair week and terminate at 7pm on Sunday of the Fair. This term includes two days prior to the annual Fair for Contractor to arrive at the fairgrounds to set up their display.
 3. **SET UP DEADLINE:** Contractor agrees to have the display complete and ready for presentation to the public no later than 10pm Wednesday of the Fair.
 4. **SUBCONTRACTING:** The Contractor shall not assign or subcontract any portion of this contract.
 5. **COMPLIANCE WITH LAWS:** The Contractor, in performance of this contract agrees to comply with all applicable local, state and/or federal laws and ordinances. Contractor agrees to obtain all necessary permits or licenses necessary for the safe, legal operation of his/her scheduled activities at the Fair.
 6. **AMENDMENTS:** Any and all amendments to this contract shall be in writing, signed by both parties, and attached to this contract. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
 7. **DISPLAY TIME(S):** The Contractor agrees to display commercial exhibits from 10am to approximately 9pm on Thursday – Saturday; 10am-5:00pm on Sunday. Tear down of any booth or display may begin at 5:01pm on Sunday, or arrangements for a later date may be made through the fair office.
 8. **SECURITY:** The Fair provides general fairground security for the duration of the fair through the Whitman County Sheriff's Department and their Reserve Deputy Program. .
 9. **OPERATIONS OF INFORMATION DISPLAYS:**
The Fair reserves the right to refuse any contractual agreement application based on the Fair's own interpretation of appropriateness in relation to the Fair program in general. All activities conducted by the contractor or their agents will be clearly defined and approved by the Fair. No person(s) shall be allowed to sell or give away articles, including food, upon the Palouse Empire Fairgrounds, unless said item(s) are specified on the contract and approved by Fair Management. Fair reserves the right to request Contractor not to distribute items considered inappropriate. Examples of inappropriate items include those of a vulgar or offense nature, those that could cause a safety hazard, litter problems for maintenance staff or other inappropriate items as determined by the Fair Management.
 - i. **Prohibited items:** The following items are prohibited, but not limited to; all sales of knives, guns, or weapons of any kind are prohibited, all sales of tobacco look alike items, such as fake cigarettes or false lighters are prohibited. The sales of drug paraphernalia is strictly prohibited.
- a. Each Contractor must confine him/herself and activities/advertising to the space assigned. **Placing of advertising material on or in automobiles, other commercial displays, buildings or any part of the Fairgrounds is prohibited.**
 - b. The Fair requests all display booths be manned. In the event the booth cannot be attended, we request contact information be available to the public.
 - c. Use of public address system or other sound amplifications by the Contractor is not permitted except by special arrangements and written approval of The Fair Management.
 - d. Use of helium for balloons; the Contractor agrees to assume supervision and control of use and distribution said helium balloons at all times.
 - e. The Contractor must set up their display areas attractively and in fitting with the "family" atmosphere of the Palouse Empire Fair.
 - f. **Any display or exhibit requiring use of any type open flame heating device is prohibited in buildings.**
 - g. The Contractor is responsible for daily cleanup of their rented area.
 - h. Washington State Labor and Industries Electrical Permit Department may charge fees for energy distribution system above and beyond what the Fair can provide.
 - i. **All exhibitors shall have a Washington State Tax ID number to sell any times at the Fair.**

Commercial Booth Application

j. Upon signing of this contract, the Contractor and their agents agree to conduct themselves in a friendly, courteous, appropriate, and pleasant manner at all times. Those persons determined to be conducting themselves inappropriately will be asked to vacate the premises.

11. Judging: The Fair Management will appoint a judge/s to evaluate each of the vendor's booths. The management will present Special Fair Award rosettes in the following categories:

- **Best Overall Agricultural Display**
- **Best Overall Commercial/Information Display**
- **Best Overall Food Concession**

12. Animals on the Grounds: No cats, dogs, or other small animals are allowed on the grounds with exception of those being exhibited and guide dogs. **NOTE: Law enforcement may utilize dogs within their jurisdiction.**

13. Loss or Damage: The Fair will not be responsible for loss or damage to the Contractor or exhibit or items within the exhibit area from any cause. Small and valuable materials and their security are the sole responsibility of the Contractor.

14. Alcoholic Beverages/Controlled Substances: The sale or use of alcoholic beverages and/or controlled substances is strictly prohibited. Confirmation of suspicion or discovery shall result in cancellation of all contract terms and immediate removal of the Contractor and all personal property from the grounds.

15. Moving Vehicles Restrictions: No moving of vehicles allowed within the exhibitor areas of the fairgrounds after 8am or before closing of all events in the area. In the event moving is required it must be arranged through the fair office.

16. Insurance: The Contractor agrees to provide proof of a business or personal liability insurance policy with a minimum limit of:

\$1,000,000 - Products-Complete Operations Aggregate

\$1,000,000 - General Aggregate

\$1,000,000 – Bodily Injury and Death each Occurrence

\$300,000 – Property Damage

ANY EXCEPTIONS MUST BE APPROVED BY THE FAIR MANAGEMENT AND DULY NOTED ON THIS CONTRACT. Said Liability insurance will be secured and proof of same provided to the Fair no later than sixty (60) days prior to opening of the Fair.

17. Hold Harmless and Indemnification: All services rendered or performed under this contract will be performed or rendered entirely at the Contractor's own risk and the Contractor expressly agrees to hold harmless and indemnify the Fair, its officers, agents, employees, and Whitman County, its officers, agents and employees from any and all liability loss, or damage including reasonable costs of defense that they may suffer as a result of claims. Demands, Actions or damages to any and all person(s) or property, costs or judgments against the Fair, its officers, agents or employees and/or Whitman County, its officers, agents or employees, which result from, arise out of or are in any way connected with the services performed by the Contractor under this contract.

19. Cancellation: Notice of cancellation must be received sixty (60) days prior to the Fair for a refund of space fee to be considered. Failure by the Contractor to set up and work the contracted exhibit space, results in forfeiture of all said fees.

20. Additional Terms: Any and all other regulations which may be necessary for the safety and benefit of exhibits and exhibitors and the general fair public, not listed herein, shall be adhered to by the Contractor upon notification by The Fair Management.

21. Deliveries: All Merchandise to be received by the vendor during the Fair must be shipped directly to the following address: Palouse Empire Fair Office /322 Fairgrounds Rd /Colfax WA 99111. Be sure and identify your company on the outside of the container so you may pick them up from the fair office.

22. Insurance: Attach or email proof of insurance certificate to "Palouse Empire Fair" @ 111 E Upton St Colfax WA 99111.

