

Whitman County / Palouse Empire Fair
“Baling Generations Together!”
September 5 – 8, 2019

Dear Potential Commercial Booth Exhibitor,

Thank you for your interest, and we look forward to working with you!

- Step One:** Complete and submit the Application Form along with requested items noted within the form. Return the Form to the Palouse Empire Fair, 310 North Main Street, Colfax, WA 99111, or via email to: PEF@co.whitman.wa.us. We hope we are able to place you at this year’s fair!
- Step Two:** Beginning April 1st the Fair Office will begin the selection and placement of Booth Exhibitors. If we are able to place your business, we will then invoice you for the appropriate amount.
- Step Three:** Submit full payment and Insurance Certificate to the Palouse Empire Fair. We accept cash, check or credit card.
- Step Four:** Once we receive required items (see Step Three) Contract is finalized. Welcome to the 2019 Palouse Empire Fair! We will be in contact with you as the Fair dates get closer with additional information.

Please email (PEF@co.whitman.wa.us) or call (509) 397-6263 with any questions. Again, thank you for your interest in the Palouse Empire Fair!

Janel Goebel,
Fair Manager, Palouse Empire Fair

Commercial Booth Application Form

Company: _____ Authorized Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____ WA State TAX ID #: _____

Emergency Contact/Phone: _____ On site phone number: _____

Other Fairs, Festivals, or Shows you have exhibited at: _____

Attach a list: of products/services to be displayed/sold/distributed within your space (be specific).

Activity Proposal: _____ Direct Sales _____ Take Orders _____ Display Only

Utilities Requested: _____ Water _____ Electricity _____ Internet Connection

Equipment	Voltage	Amp

Inside Exhibit Space

Single Space (8x10) Cost: \$150.00 \$ _____
 Double Space (8x20) Cost: \$275.00 \$ _____

Outside Exhibit Space

10x10 Cost: \$125.00 \$ _____
 Additional width Cost: \$ 8.00 per foot x _____ feet = \$ _____
 50ft or larger Cost: \$350.00 \$ _____

Camping

 Cost: \$ 35.00 or \$65.00 \$ _____
 Unit Length: _____, Width (with tip outs): _____,

Commercial Pass (valid for all 4 days) Cost: \$ 17.00 x _____ passes = \$ _____

Exhibitor agrees to pay the Palouse Empire Fair for the right to exhibit, the sum of: \$ _____
An Invoice will be sent once your Application is accepted.

By signing below, I acknowledge that I wish to become an exhibitor at the 2019 Palouse Empire Fair. Both parties hereby agree to the terms & conditions, covenants and performance requirements stated throughout the attached contract.

_____ Date _____ Date
 Contractor Fair Representative

Commercial Booth Contract

This agreement is made and entered into by and between Whitman County, and an independent business, organization/group or association/agent wishing to display at the 2019 Palouse Empire Fair/fairgrounds, hereinafter referred to for all intents and purposes as the "Contractor". In consideration of the terms and conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. **Services:** The Whitman County 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 their 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 8:00 a.m., Tuesday of Fair week and terminate at 7:00 p.m. on Sunday of Fair week. 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 10:00 p.m. Wednesday of the Fair week.
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 10:00 a.m. to approximately 9:00 p.m. on Thursday – Saturday; 10:00 a.m.-4:00 p.m. on Sunday. Tear down of booth or display begins at 4:01 p.m. on Sunday. Arrangements for a later date to tear down 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 that certain items not be distributed by the Contractor that are 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.
 - **Prohibited items:** The following items are prohibited, but not limited to: all sales of knives, guns, or weapons of any kind, and all sales of tobacco look alike items, such as fake cigarettes or false lighters. The sales of drug paraphernalia is strictly prohibited.

- 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.
 - The Fair requests all display booths be staffed. In the event the booth cannot be attended, we request contact information be available to the public.
 - 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.
 - Use of helium for balloons; the Contractor agrees to assume supervision and control of use and distribution of helium balloons at all times.
 - The Contractor must set up their display areas attractively and in fitting with the family atmosphere of the Palouse Empire Fair.
 - Any display or exhibit requiring use of any type open flame heating device is prohibited in buildings.
 - The Contractor is responsible for daily cleanup of their rented area.
 - Washington State Labor and Industries Electrical Permit Department may charge fees for energy distribution system above and beyond what the Fair can provide.
 - All exhibitors shall have a Washington State Tax ID number to sell at the Fair.
 - 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 conduct themselves inappropriately will be asked to vacate the premises.
10. **Judging:** The Fair management will appoint a judge(s) to evaluate each of the vendor booths. The Fair management will present Special Fair Award rosettes in the following categories: Best Overall Agricultural Display, Best Overall Commercial/Information Display, and Best Overall Food Concession.
11. **Animals on the Grounds:** No cats, dogs, or other small animals are allowed on the grounds with exception of those being exhibited and service animals. NOTE: Law enforcement may utilize dogs within their jurisdiction. Comfort animals are not allowed.
12. **Loss or Damage:** The Fair will not be responsible for loss or damage to the Contractor, exhibit, or items within the exhibit area from any cause. Small and valuable materials and their security are the sole responsibility of the Contractor.
13. **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.
14. **Moving Vehicles Restrictions:** No moving of vehicles allowed within the exhibitor areas of the fairgrounds after 8:00 a.m. or before closing of all events in the area. In the event moving is required it must be arranged through the fair office.
15. **Insurance:** The Contractor agrees to provide proof of a business or personal liability insurance policy with a minimum limit of: \$300,000 General Aggregate, and \$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.
16. **Hold Harmless and Indemnification:** All services rendered or performed under this contract will be performed or rendered entirely at the Contractors own risk. The Contractor expressly agrees to hold harmless and indemnify 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 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.

17. **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 fees paid.
18. **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.
19. **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 Road, Colfax, WA 99111. Identify your company on the outside of the container so you may pick them up from the Fair office.
20. **Camping:** Limited overnight camping spots are available to rent during the Fair. Spaces with limited water and electrical connections are \$65.00, and dry camping is \$35.00. In some cases, camping is available behind the vendor's booth space, depending on booth location Sleeping in booth is prohibited.
21. **Commercial Passes:** Two Commercial Passes are included with the booth rental. Passes are valid for all four days of the Fair. Additional Commercial Passes can be purchased in advance or during the Fair.