

Commercial Vendors Manual

2023



Clackamas County Fairgrounds and Event Center

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Winter Fair & Holiday Market
December 1 – 23, 2023
Fridays & Saturdays Only

2023 Winter Fair & Holiday Commercial Vendors Manual

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COMMERCIAL VENDORS MANUAL DEFINITIONS

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

CCFEC	Clackamas County Fairgrounds and Event Center
CCF	Clackamas County Fair
CCFB	Clackamas County Fair Board, a seven member board appointed by the Clackamas County Board of Commissioners
Commercial Vendors	All vendors who sell, promote, inform and educate who purchase commercial booth space.
County	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

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 vendor booth at the Winter Fair and Holiday Market.

Commercial vendors are required to know and abide by these rules, regulations and are responsible for assuring that their employees/volunteers know and abide by these rules and regulations. Additional copies of this manual are available upon request in the Fair Office. CCFEC reserves the right to add to, amend, and interpret all Winter Fair rules and regulations, and to settle all disputes.

Any person, Commercial Vendor, Vendors Employee, or Volunteer 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. ALCOHOLIC BEVERAGES/ILLEGAL SUBSTANCES

Commercial Vendors, their Employees, Volunteers, and Guests **shall not consume any alcoholic beverages nor use illegal substances on the Fairgrounds. This includes the grounds of the parking lot, or while on duty in their booth.** Violation of this section will be grounds for immediate termination of this permit (including forfeiture of all fees paid and owing). Those persons violating this policy will be asked to immediately leave the Fairgrounds.

3. ADDRESS AND TELEPHONE NUMBER CHANGES

Vendors must promptly notify CCFEC of any address or telephone number changes. CCFEC will not be responsible for loss of any correspondence or contracts due to lack of notification.

4. ADMISSION AND PARKING

All passes will be provided for vendors and their staff ONLY.

All parking for this event is free. Parking inside the gates is prohibited. All vendors need to park in the main parking lots.

Vehicles will be allowed on the grounds to provide service and supplies to Vendor Booths only between 9am & 4:30pm. All vehicles must be moved to the parking lots by 4:30pm each day. Any vehicle not removed by then, will be towed at owner's expense.

5. AGREEMENT

Every Commercial Vendor must have a written and signed Agreement with CCFEC. No alterations of conditions of the terms of the Agreement shall be valid unless made in writing and signed by both parties.

Agreements are issued on an annual basis and do not indicate participation in any future events and/or Fairs sponsored at the CCFEC. Agreements, spaces and related privileges are not transferable. Neither weather nor obstruction by crowds or other causes shall impact this Agreement. Regardless of weather, all Commercial Vendors are expected to remain open, unless the Fair deems closure of event. CCFEC reserves the right to cancel all Agreements of any kind should an act of Providence such as war, riot, fire, flood, storm, or pestilence prevent the Fair from operating.

6. BOOTH/DISPLAYS MOVE IN & SET UP

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

Wednesday, November 29	9am to 5pm
Thursday, November 30	9am to 5pm
Friday, December 1	9am to 4:30pm

7. Wi-Fi

Provided upon request for vendors only.

8. CANCELLATION OF AGREEMENT

If this Agreement is canceled by the Vendor for any reason less than 30 days prior to event, rental paid to CCFEC by the vendor shall be forfeited

Failure to comply with the terms of the Commercial Agreement shall be deemed to be a cancellation by the Vendor. This includes but is not limited to: no further response, mailings returned as undeliverable or with no forwarding address, disregard to deadline dates, alteration of original Agreement, and inability/failure to make or complete payments.

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

9. CANVASSING

Distribution of literature, signature collection, the solicitation of funds, canvassing, distributing gifts, and the selling of goods or similar transactions, shall be conducted only from within an assigned booth.

10. CLEANLINESS

Commercial Vendors 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 and recycling. CCFEC reserves the right to charge any commercial vendor for trash or other waste that is placed in common facility areas by the vendor, their employees or volunteers.

11. COMMON FACILITIES

Common facility areas are areas designated for the general use of visitors, delivery persons, Commercial Vendors and others, and are intended to be non-exclusive. Common facilities include, but are not limited to, sidewalks, aisles, stairways, open areas for entrance and exit, restrooms, and other similar areas.

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

CCFEC 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 Agreement.

12. COMPLIANCE WITH LAWS

Any and all County, State, or Federal Licenses, inspections or permits required for the installation or operation of the Commercial Vendors Booth, shall be obtained by the Vendor at his expense prior to set-up day before the Fair.

13. CONDUCT

The commercial vendor 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 commercial vendors' attire will be family friendly. All Commercial Vendors will operate their exhibit in the assigned booth space, without infringement on the rights of others. Failure to do so will require forfeiture of the privilege granted under the Agreement without reimbursement. CCFEC reserves the right to close any booth if it is not being operated in conformity with Winter Fair rules, or if the product being sold is considered unwholesome or detrimental to health. Any CCFEC representative shall have access to the booth at any time.

14. DAMAGES

All Commercial Vendors' property must be removed from CCFEC, and the assigned space returned to its previous condition, less reasonable wear and tear, immediately following the end of the Winter Fair. The Commercial Vendor 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, while they were in possession of the booth. The cost collected from the Vendor will be for restoring the premises to a condition equal to that which existed at the time the participant took possession.

15. DELIVERY OF PRODUCTS

Any Commercial Vendor expecting product delivery during the Month of the Winter Fair is asked to notify the Fair Office Staff of their delivery. The Vendor will be asked for a contact phone number, and will then be contacted when their delivery arrives.

16. EMERGENCY OR INCIDENT-REPORTING PROCEDURES

Clackamas County Fair may be confronted with various emergency situations and hazardous conditions during the annual event. CCFEC needs to be notified immediately of all accidents and incidents that occur during the Winter Fair. A report form, available in the Fair Office, must be filled out by a Commercial Vendor who observes any of the following: Injury or accident to a person or property, verbal threats, violence, theft, fire, or hazardous condition of any kind. CCFEC has an emergency and security network that can respond immediately to any incident that may occur. **All incident reports must be filed with the Fair Office.**

17. EMPLOYEE DISCOUNTS

Vendors are not expected to offer, nor are they obligated to extend free or discounted merchandise or food, to employees or Fair Board members. Vendors are encouraged to notify the CCFEC Director if they are approached by anyone asking for free or discounted merchandise or food.

18. EQUAL OPPORTUNITY

No person shall, on the grounds of race, color, religion, sex, disability, national origin, age, sexual orientation, marital status, political affiliation or belief, be denied employment or benefits, or be discriminated against as a consumer, administrator or staff person under any program or activity receiving funds under this agreement. In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in admission or access to any program or activity. Vendor agrees to provide equal opportunity in the administration of the contract and its subcontracts or other agreements.

19. FEES

All Commercial Vendors will pay a per booth fee based on size. Most booth spaces will have access to a 20 amp/1800-watt electrical outlet. All Fee must be made upon approval. Booth fees are non-negotiable.

20. FIRE AND LIFE SAFETY GUIDELINES

All Decorative Materials, either natural or artificial, straw, leaves, dry vines or any other flammable material shall not be used unless it is made flame retardant. **Proof of such flame retardant shall be made available upon request.** Electrical bulbs may not be decorated with paper or other combustible materials.

Commercial Vendors should review the **Fire Marshal/Canby Fire and Life Safety Requirements** manual included with this Commercial Vendors Manual for detailed information.

21. GAMBLING/RAFFLES/LOTTERY

No gambling or lottery activities are permitted on any land controlled by CCFEC. Activity will be permitted only if licensed and approved by the political subdivision or regulatory Board or Commission having jurisdiction to license such individual activity; and the same is conducted in an enclosure not visible to non-participating Winter Fair patrons. **Raffles are permitted with proof of compliance with all the Oregon State Statutes.**

22. GIVEAWAYS

No Commercial Vendor is allowed to hand out candy or other food items, without prior written permission from CCFEC. Helium balloons cannot be given away, and can only be used as decorations in the booth space.

23. HOURS OF OPERATION

All Commercial Vendor Booths shall be open and properly staffed during the following times:

- **Fridays & Saturdays, 5pm-9pm**

If a Commercial Vendor fails to maintain the stated hours of operation, they may not be granted future Agreements with CCFEC. The doors will be opened to vendors at 9am. Booth may remain fully set until the end of the event.

24. INDEMNIFICATION

Commercial Vendor shall indemnify and hold harmless Clackamas County, Clackamas County Board of Commissioners, Clackamas County Fair Board, their employees, volunteers, 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 the activities of the Vendor, or its employees, agents and guests.

25. INSURANCE REQUIRMENT

Under the advisement of the Clackamas County Risk Management, **ALL** Commercial Vendors are asked to provide a certificate of insurance covering the general liability with a ten-day notice of cancellation. Written proof of insurance must be provided by Commercial Vendor, at time of final payment.

Coverage will be \$1,000,000 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 as additional insured."

26. PETS

PETS ARE NOT ALLOWED ON THE FAIR GROUNDS – SERVICE DOGS ARE WELCOME.

A service animal is a dog trained to provide assistance to a person with a disability. Animals that provide emotional support or companionship are not regarded as service animals. There must be a direct link between the task the dog performs and the person with the disability.

27. PHOTOS / VIDEO TAPING

CCFEC reserves the right to photograph and video tape any Vendor, their exhibit, and/or products while the Vendor is participating at the Winter Fair & Holiday Market. All such photographic and video material shall become the sole ownership of, and contain all rights to use by, the Clackamas County Fairgrounds, and Vendor hereby waives any rights of use, royalty or other intellectual property rights related to media or its future use by CCFEC.

28. PUBLIC SAFETY

Under no circumstances will articles be allowed which are offensive by their odor or appearance, or which are dangerous by reason of their explosive or combustible character, or which cause loud noise sufficient to be distracting to patrons and/or nearby booths. No sound amplification devices shall be allowed without the prior written consent of the CCFEC. If the amplification is deemed unnecessary or deemed disturbing, CCFEC may revoke approval of the device and require the Commercial Vendor to remove it from the premises.

29. RELEASE TIME

No Commercial Vendors Displays/Booths may be dismantled or removed before close of the Winter Fair. CCFEC will NOT be held liable for any items or valuables left in or around your booth after the release time.

30. SALES RESTRICTIONS & UNAUTHORIZED PRODUCTS

If a Commercial Vendor substitutes or adds any prizes, giveaways, products or services that have not been approved by the CCFEC, and/or deletes any such items that were approved by the CCFEC, it is a material breach of the Agreement, and CCFEC may terminate the Agreement immediately upon notice to the Commercial Vendor of the violation. Items must be removed immediately. The Commercial Exhibitor may not be granted future Agreements with CCFEC.

The following items are prohibited from CCFEC:

1. Any substance deemed illegal under either state or federal law.
2. Any drug –related items or paraphernalia.
3. Weapons such as cross bows, blowguns, blow pipes, archery equipment, switchblades; throwing stars, darts, and other such items are primarily used for as weapons.
4. Any Taser or Taser-like devices.
5. Any explosives, explosive devices, or fireworks; and
6. Any ammunition or projectile for any firearm or other weapon.

Firearms may be used and displayed for show, demonstration, raffle, and historical or educational purposes. All firearms must be unloaded, and locked or otherwise secured. Knives and cutlery may be displayed for show, demonstration, raffle, sale, and historical and educational purposes. Vendors shall secure all knives and cutlery in locked cases.

CCFEC reserves the right to restrict the display of any items deemed unsafe, dangerous, or offensive. CCFEC reserves the right to remove any questionable items from a Vendor's booth should it be deemed inappropriate and CCFEC reserves the right to remove any Commercial Vendor from CCFEC premises, forfeiting all fees.

31. SIGNAGE

Commercial vendors shall have a **professional** sign identifying their Business or Organization. No vendor shall place any signage, banner or other printed material outside of their assigned booth space.

32. SMOKING

The entire Grounds and all Buildings are smoke free. Smoking is defined as: “inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, weed, plant, or other tobacco-like product or substance, in any manner or in any form”. Smoking also includes the use of an electronic smoking device which creates vapor, in any manner or in any form.

33. UTILITIES

Only persons authorized by CCFEC shall be allowed to do all licensed electrical wiring and plumbing. CCFEC will provide each vendor with one 20 amp/120 volt electrical circuit. More electrical power may be provided if it is available. **If additional power is provided, Vendor shall pay the cost, at the current rate. All equipment requiring electrical service must be GFCI compatible.** Permittee with equipment not meeting these NEC electrical standards will not be allowed to participate at the Winter Fair.