

Applications due by August 1st.

FERRY COUNTY FAIR APPLICATION AND CONTRACT
FOR VENDORS and COMMERCIAL EXHIBITS

Organization/Business _____ Contact _____

Address _____ Telephone _____

_____ Email _____

TYPE OF EXHIBIT List each item you intend to display or sell. Be specific, as the Fair has a strict no-compete policy. Items that are excluded from the no-compete policy: non-carbonated beverages such as water, coffee, iced tea and lemonade. (Attach a separate sheet if necessary.) _____

SHOULD the Ferry County Fair Association (Fair) accept this application, then it shall become a contract on the following terms:

1. The contractor shall not assign or subcontract any portion of this contract.
2. The contractor, in performance of this contract, shall comply with all applicable local, state and federal ordinances and laws. Further, the contractor shall obtain and have written proof of all necessary permits or licenses for conduct of its activities.
3. The contractor shall hold harmless and indemnify the Fair, Ferry County and their officers, agents, employees or otherwise, 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 persons or property, costs or judgments against the Fair, Ferry County and their officers, agents, employees or otherwise, which result from, arise out of, or are in any way connected with the services to be performed by the contractor under this contract.
4. The contractor must confine themselves, all sales or requests for contributions and/or activities to the space assigned. No one shall be allowed to solicit, distribute advertising material, handbills, fliers, tokens or other materials in aisles, while roving the grounds, or on/in vehicles of Fair attendees. A violation of this term will cause forfeiture of this agreement and fees paid, and/or expulsion from the Fairgrounds. Begging or soliciting is positively prohibited. The posting of any advertisement, bill, sign, banner or printed matter, other than within the contractor's assigned space, is strictly prohibited. (Sponsorships are available for advertising outside of your assigned space. Please inquire.) Any person working for a contractor in a Fair space shall be considered to be an agent or employee of the contractor, and not an agent or employee of the Ferry County Fair Association. Contractors shall ensure its employees, and representatives shall be clean, orderly and polite in their conduct and speech.
5. The contractor agrees to remove immediately any material or merchandise being offered for sale or exhibit that does not meet the approval of the Fair. **No selling of unapproved merchandise.**
6. At the expiration of this contract said premises shall be surrendered to the Fair without further notice to quit, and in as good repair as when possession was taken; and that the exhibit space is kept clean with no trash. Merchandise and/or equipment remaining three (3) days following the conclusion of the Fair, shall become the property of the Ferry County Fair Association. The Fair reserves the right to dispose of such property in any manner it deems in the best interest of the Fair.

7. The sale or use of controlled substances is strictly prohibited. Alcohol purchase and consumption shall be confined to an area designated by the Ferry County Fair Association.
8. The Fair reserves the right to relocate any contractor's space within the commercial areas if necessary for better use of display space and grounds.
9. Two (2) contractor passes are included in the price of booth space. All other persons occupying the booth or space, who do not have a day/weekend pass, are required to pay the regular gate fee. Week passes are available for sale at the gates. All booth contents must be in place by Thursday evening of the Fair.
10. The Fair reserves the right to interpret the provisions of this contract; in the event of any disagreement with the contractor as to the meaning of such provisions, the Fair's interpretation shall be final and binding.
11. The Fair Association reserves the right to have a vendor removed from the premises for contract violation.
12. **Insurance:** Any person, partnership, or corporation that intends to sell food or high risk items of any kind, or is a "ride", must provide in advance, a copy of a certificate of insurance showing general liability coverage of at least \$1,000,000.00 per occurrence as deemed necessary by the County Risk Manager. "Ferry County" must be listed as "Additional Insured". Vendors/Contractors must have the necessary insurance paperwork included at the time the application is submitted in order to be approved. No exceptions. Risk Manager contact:

509-775-5225 Ext 1107
350 E. Delaware Ave # 15
Republic, WA. 99166

riskmgmt@co.ferry.wa.us

13. Inside booths are reserved, but may become available occasionally. Most spaces are on the lawn or border the creek. Contractors should bring protection from the weather. Electrical and water hook-up's are limited. Security is limited.

Facilities you are requesting:

Electricity (volts/amps) _____ (30-50 amps are an additional \$15.00)

Water _____ Camp Power (\$15) _____

Reserved Inside Booth: _____ \$60.00 (Booths are reserved from prior year)

Outside Lawn: (10'x10') _____ \$60.00

Outside Lawn: (*non-profit*) _____ \$35.00

- Additional frontage is available @ \$5 foot. Space requested: 10 ft deep by _____ feet long.
- "Rides" and Food Vendors: 15% of gross, not less than \$60.
 Enclose deposit of \$60 (non-refundable after August 1st).

- ✓ All vendors/contractors must check in and out at the Fair Office with the Fair Manager prior to setting up and prior to departure of the Fairgrounds. NO EXCEPTIONS.
- ✓ All keys must be turned in at checkout.
- ✓ Please have a copy of your Commercial Concession Report of Sales for submission upon checkout.

_____, _____, _____
Signature of Applicant Title of Applicant Date

This application is hereby accepted and the resulting contract entered by the Ferry County Fair Association.

Ferry County Fair Business Manager Date