

2023 SKAGIT COUNTY FAIR

"Hare Comes the Fun"

Vendor (non-food) Space Application

Dates: August 9 – August 12, 2023 Hours: 10:00 am - 10:00 pm daily

Contact Number: 360-416-1350 Email: lcastilleja@co.skagit.wa.us

Note: This application does NOT guarantee space for the Fair. DO NOT SEND MONEY WITH APPLICATION. All information must be completed or application WILL NOT be accepted. Mail completed application to: Skagit County Fair, 1730 Continental Place, Mt. Vernon, WA 98273 or email to lcastilleja@co.skagit.wa.us

Company Name: Contact Name: (Name to be used throughout the Fair)

Address:

City: State: Zip:

Cell: () Phone (other):()

Email: UBI # (required)

Company Website: Social Media:

SIZE OF SPACE REQUESTED:

\$335 Outside 10 deep' x 10 front'

\$670 Outside 10 deep' x 20 front'

\$1,005 Outside 10 deep' x 30 front'

Power Required YES NO Certain high traffic spots may only be available without power

Notes:

- We do not have any indoor vendor areas -Vendor must provide tent/covering, Fair does not provide

****RETURNING VENDOR FROM LAST YEAR***?: YES NO

Are you a direct sales company (Avon, Scentsy, etc.)? YES NO If so, does your company specify 1 representative per event? YES NO

Please list, in as much detail, your product to sell at the Fair:

Blank lines for listing product details.

We ask that you make sure you are selling/ advertising appropriate items. If you have photographs or a brochure of your items for sale, please send a copy to us.

(The following is subject to approval by Fairgrounds Management)

- 1. Will you give away food samples? If so, what? (If Yes, you must register with Skagit County Health Department for an exempt or sampling permit) 2. Give away other products: If so, what?

References: List all fairs, festivals, or consumer trade shows in which you have participated.

Blank lines for listing references.

GENERAL RULES AND REGULATIONS-FAIR VENDORS

Exclusivity: THE SKAGIT COUNTY FAIRGROUNDS DOES NOT OFFER EXCLUSIVITY ON PRODUCTS OR SERVICES. TYPICALLY THE ONLY EXCEPTION TO THIS IS LIMITING SPECIFIC DIRECT SALES COMPANY TO 1 PER BRAND.

Payment Schedule: Space fee due no later than **July 11th, 2023**. Payment may be made by cash, check, MasterCard, or Visa. Failure to pay the space fee in full by the due date may result in cancellation of your reserved space.

If accepted, vendor agrees to the following guidelines.

1. Subletting or sharing booth space is prohibited without staff approval.
2. Food sales or samples MUST apply for permit or exemption from the Skagit County Health Department.
3. They will comply with all federal, state, and local laws, including but not limited to laws relating to sanitation and health.
4. They will report and pay all federal, state, and local taxes due as a result of operation under this agreement. A UBI# is required to be a vendor at the Skagit County Fair.
5. They will attend and keep booth open the entire time the Fair is in operation.
6. They will keep all activities and advertising in their assigned space, within established parameters.
7. They will abide by all conditions, rules, and regulations, written or oral, made by Fairgrounds Management at any time.
8. The Fairgrounds Management may, at their sole discretion, close any booth deemed inappropriate, hazardous, or in violation of Fair rules and regulations, including those established by the County Risk Department, Health Department and City of MV Fire Department.

VENDOR CONTRACT

SIGN BELOW, APPLICABLE IF ACCEPTED AS A VENDOR

1. Upon receipt of required fee, the County hereby grants to the VENDOR on the Skagit County Fairgrounds during the Skagit County Fair, August 9-12, 2023.
2. The monetary consideration of this Agreement shall be payable to "Skagit County Fairgrounds" on or before July 11, 2023.
3. The VENDOR agrees to comply with the following conditions. In the event the VENDOR fails to comply with any of the following conditions, the COUNTY may treat the VENDOR as being in breach of contract and at its options may: relet the space to alternate VENDOR for the remaining term of the contract, remove VENDOR from the premises without a refund and refuse participation in future Skagit County Fairs.
4. The VENDOR shall display/sell only those items listed and approved on the original submitted booth application. VENDOR agrees to display items that are family oriented and appropriate for all ages. Firearms are prohibited.
5. VENDOR agrees to be open four days during the publicized hours of the Fair (listed above) and may not leave early.
6. VENDOR understands that neither fires of any kind nor smoking of any kind is permitted on the fairgrounds.
7. VENDOR understands that the COUNTY does not have staff to help unload VENDOR goods during setup or takedown.
8. VENDOR understands that animals are not allowed on Fairground property (except licensed service animals or vet checked fair show animals) during public hours.
9. **VENDOR agrees to haul out all unsold items.** VENDOR agrees that if items are left behind, they will be billed time and dumping fees for COUNTY staff to dispose of items. Time will be billed at \$60 per staff hour. Dumping fee will be billed at \$60.00 per 2 yards.
10. VENDOR is responsible for the payment of, or procurement of, all permits, licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed individual performing a similar service. VENDOR is responsible for their own change fund.
11. The parties agree that VENDOR is an independent VENDOR. VENDOR hereby agrees not to make any representations to any third party, and not to allow such third party to remain under the impression that VENDOR is an employee of the COUNTY.

12. The VENDOR will not be an insured party under any applicable liability coverage obtained by the COUNTY covering the activities performed by the VENDOR pursuant to this agreement.
13. The VENDOR hereby agrees to save the COUNTY harmless from all loss or damage occasioned to it or to any third person or property by reason of any acts or omissions on the part of the VENDOR, subVENDORS, performance of the Contract including joint acts or omissions and shall, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the COUNTY or any third person alleging injury by reason of such acts or omissions, and will pay any judgment which may be obtained against the COUNTY in such suit.
14. This VENDOR is responsible for the security of their booth. The COUNTY takes no responsibility for the items in the VENDOR'S assigned space.
15. The VENDOR shall not assign any interest in this Contract and shall not transfer any interest in same.
16. The VENDOR will secure, at his/her own expense, all personnel required in performing said services under this Contract. VENDOR shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold COUNTY harmless there from.
17. This Agreement, including the portions written in hand, if any, and the accompanying Regulations Section, contain the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind either of the parties here to.
18. Cancellation: No refunds will be issued if cancellation by VENDOR is made less than thirty (30) days prior to the FAIR.
19. Each party is excused from performance under this Agreement and shall not be liable, in whole or in part, caused by the occurrence of any event or contingency beyond the reasonable control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, natural disasters, pandemics, acts of war or terrorism, actions or decrees of governmental bodies, and similar occurrences reasonably beyond such party's ability to anticipate or control. If payment has been made by VENDOR and the event is cancelled for one or more of the above reasons, a full refund shall be processed within 30 days of cancellation.
20. The VENDOR, **if deemed necessary** by Fair Staff, shall provide proof of insurance for general comprehensive liability in the minimum amount of \$1,000,000.00 per occurrence to cover VENDOR'S activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. **A certificate of insurance naming the County, its officials, employees and agents as additional insured's and naming the County as a certificate holder shall accompany this Contract for signing.** The Certificate of General Comprehensive Liability Insurance shall also have an attached additional insured endorsement page that links the County to the policy. Thirty (30) days' written notice to the County of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto as set forth in. The VENDOR insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of VENDOR'S insurance and shall not contribute to it.

I have read the General Rules and Regulations and agree to abide by the rules and regulations stipulated in the contract should space be available. By signing this application, I hereby authorize the Skagit County Fairgrounds to secure information concerning any of the above facts from companies listed.

Vendor Signature

Date

Brian Adams, Director
Skagit County Parks, Recreation & Fairgrounds

**Mail/Email completed application to:
Skagit County Fair, 1730 Continental Place, Mt. Vernon, WA 98273
Email: lcastilleja@co.skagit.wa.us**

**DO NOT SEND ANY PAYMENT WITH APPLICATION!
Once you have been 'accepted' as a vendor in our Fair, you will receive an acceptance email with more information and a request for payment, which will be due July 11, 2023.**