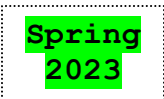


29th Annual Garage Sale, Antiques & More
Vendor Booth & Food Concession Application
 April 7th & 8th, 2023~~Friday, 9:00 am-4:00 pm & Saturday 9:00 am-4:00 pm



Indoor Vendor Priority Application Deadline February 1, 2023

Phone Number: 360-416-1350

Email: aricg@co.skagit.wa.us (ok to scan and email application)

Mailing/Office: Skagit County Fairgrounds, 1730 Continental Place, Mount Vernon, WA 98273

Note: This application does **NOT** guarantee space for the Garage Sale. ****DO NOT SEND MONEY WITH APPLICATION****.

Contact Name: _____ Company Name: _____
 (If applicable)

Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____

Cell: () _____

Email: _____

If applicable:

Business Website: _____

Business Social Media: _____

Space Requests?

***PAST VENDOR ***?: YES NO Last Sale attended/signed up for: _____ **BUILDING: _____ SPACE # _____

****TO RECEIVE PRIORITY CONSIDERATION ON YOUR SPACE REQUEST AS A RETURNING VENDOR (REQUESTING YOUR SPOT BACK), VENDORS MUST SUBMIT APPLICATION NO LATER THAN February 1, 2023. ANY REQUESTS FOR RETURNING VENDORS TO MOVE SPACES WILL BE EVALUATED AFTER FEBRUARY 1 DEADLINE.**

***Indoor booths are highly recommended (while they last) due to potential inclement weather in the early spring. Indoor Vendors typically do well regardless of weather. We do, however allow for a more flexible payment schedule (up until the week of event) for outdoor (non-food) booths.**

ALL INDOOR BOOTHS are 2-day prices, no 1-day option

_____ Inside 10' x 10' \$115.00

_____ Inside 10' x 20' \$150.00

_____ Inside 10' x 30' \$185.00*****

FOOD CONCESSION SPACE:

_____ 10' x 10' \$285.00 _____ 10' x 20' \$315.00 _____ 10' x 30' \$345.00

*We have a flat rate fee; no % of sales charged.

*******ONLY AVAILABLE TO FALL 2022 VENDORS WHO OCCUPIED 10X20 OR LARGER BOOTH**

ALL OUTDOOR BOOTHS are 2-day prices, no 1-day option

_____ Outside 10' x 10' \$70.00

_____ Outside 10' x 20' \$100.00

_____ Outside 10' x 30' \$130.00

Where did you hear about this event? _____

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

Description of Exhibit/Concession:

List all products you are requesting to sell or display. The Fairgrounds reserves the right to approve some or all products listed. Please list in as much detail your product to sell at the garage sale, photos are great to provide if possible

Will you give away food samples: If so, what? _____ (Must apply for food sampling with Health Dept.)

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

GENERAL RULES AND REGULATIONS

Exclusivity: THE SKAGIT COUNTY FAIRGROUNDS DOES NOT OFFER EXCLUSIVITY ON PRODUCTS OR SERVICES.

Payment Schedule: Your space fee is due no later than **March 1, 2023** and payment may be made by cash (in person at office only), Check, MasterCard, or Visa. Failure to pay the space fee in full by the due date may result in cancellation of the contract/space allocation.

If accepted, vendor's agrees that:

1. Subletting or sharing booth space is prohibited without Fair Manager 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.
5. They will attend and keep booth open the entire time the sale 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

APPLICABLE IF ACCEPTED AS A VENDOR

SKAGIT COUNTY through SKAGIT COUNTY PARKS AND RECREATION AND FAIRGROUNDS, (hereinafter referred to as COUNTY) and individual listed under contact name on Page 1, hereinafter referred to as VENDOR) for and in consideration of the mutual benefits do hereby agree as follows:

1. Upon receipt of required fee, the County hereby grants to the VENDOR a vendor space on the Skagit County Fairgrounds during the 2023 Spring Garage Sale on April 7-8, 2023.
2. 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 Fairground Events.
3. 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, ammunition and all hazardous and combustible materials are prohibited.**
4. VENDOR agrees to be open during the Garage Sale hours listed above and **may not leave early**. Vendor agrees that leaving early will result in a one year suspension before being able to return as a vendor to subsequent events.
5. VENDOR understands that neither fires of any kind nor smoking of any kind is permitted in or within twenty-five (25) feet of any of Fairgrounds buildings, building entrances or Fairgrounds gates.
6. VENDOR understands that animals are not allowed on Skagit County Fairgrounds property (except service animals) during public events.
7. **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 hour.
8. 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.
9. The parties agree that VENDOR is an independent Contractor. 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.
10. 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.

11. 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, subcontractors, 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 or in such suit.
12. This VENDOR is responsible for the security of their booth. The COUNTY does not take responsibility for the items in the VENDOR'S assigned space.
13. The VENDOR shall not assign any interest in this Contract and shall not transfer any interest in same.
14. 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.
15. 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.
16. 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.
17. Cancellation: No refunds will be issued if cancellation is made by VENDOR less than THIRTY (30) days prior to the event.

I have read the General Rules and Regulations and agree to abide by the rules and regulations stipulated in the actual 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.

Signature of Authorized Representative

Date

**Mail completed application (by February 1st) to:
Skagit County Fairgrounds, 1730 Continental Place, Mount Vernon, WA 98273
Or email application to: aricg@co.skagit.wa.us**

DO NOT SEND ANY PAYMENT WITH APPLICATION!

**Once you have been 'accepted' as a vendor in our Garage Sale, you will receive more information.
Payment is due in full by March 1, 2023.**