



We welcome you to the 68<sup>TH</sup> Annual Spokane County Interstate Fair - 10 fun filled days that begin on September 6 and end on September 15.

On the following pages you will find the rules and information you will need while at the Fair. Please take time to read the manual completely as there is crucial information for you as an Exhibitor. Make sure your employees as well as yourself are familiar with its contents.

The rules detailed in this handbook are a part of your Agreement and will be enforced. By following them, everyone will be able to look forward to a successful Fair.

We wish you the best of luck and hope you enjoy the 2019 SPOKANE COUNTY INTERSTATE FAIR. If you have any questions, please don't hesitate to contact us.

## **SPOKANE COUNTY INTERSTATE FAIR**

**September 6-15, 2019**

404 N Havana St Ste 1  
Spokane Valley WA 99202-4663  
Phone: (509) 477-1766  
Fax: (509) 477-8926  
E-Mail: [fair@spokanecounty.org](mailto:fair@spokanecounty.org)

### **Advisory Board**

Wayne Brokaw - Chair  
Clint Branz  
Lee Cameron  
Kary Gibbs  
Craig Opsal  
Scott Peterson  
Jeff Sevigney  
Youth Member – Katie Close

### **Staff**

Heather Beavers – Staff Assistant  
Rachelle Buchanan – Marketing Manager  
Jared Burgess - Maintenance  
Craig Crocker – Facility Manager  
Lynn Darrah - Maintenance  
Terry Dickinson – Event Coordinator  
Cory Goltiani - Maintenance  
Erin Gurtel – Director  
Mark Harris – Maintenance  
Jason Hibbs - Maintenance  
Bill Johnston – Accountant  
Greg Knapp – Maintenance  
Jessie McLaughlin – Fair Coordinator  
Lilly Montgomery – Office Assistant  
Tim Richardson – Maintenance

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# RULES AND REGULATIONS

The Exhibitor acknowledges these "Rules and Regulations" are incorporated in and made a part of their License Agreement.

The following rules apply to Exhibitors, concessionaires, food and novelty operators, and all other individuals, corporations, associations, fairgoers, etc., while on the premises. Wherever the word exhibit or Exhibitor appears in the context of these rules and regulations, it shall also be understood to mean concession or concessionaire.

READ THESE RULES AND REGULATIONS CAREFULLY AND ASK QUESTIONS ON ANY PARTICULAR MATTER THAT YOU DO NOT FULLY UNDERSTAND.

It is your responsibility to be knowledgeable. It is also important to have all representatives or employees working in your exhibit aware of these rules and regulations. All regulations will be strictly enforced. Disregard of any regulation or misrepresentation on the part of the Exhibitor will forfeit all privileges granted, fees paid, and rights to further participation in future fairs.

The Spokane County Interstate Fair shall have the absolute right and discretionary power to interpret, alter, add, cancel, relax, or vary any of these standards in individual cases, except where such changes would contravene local or federal statutes.

The Spokane County Interstate Fair is an annual event held at the Spokane County Fair and Expo Center that is owned and operated by Spokane County, a political subdivision of the State of Washington.

According to RCWs 36.32.120(6), 36.68.090, and Chapters 15.76 and 36.37, the Board of County Commissioners have the care of County property and the management of County funds and business, and are empowered to operate recreational facilities, including but not limited to the Spokane County Fair and Expo Center, located at Broadway and Havana, Spokane Valley, Washington.

## ACCOMMODATIONS

Spokane has many first class hotels, motels, and trailer parks to meet the requirements of visitors. It is advisable to make reservations early with your chosen facility. The Fair has limited availability for RV sites (See CAMPING). The following is a list of several close accommodations available, however not necessarily a complete list. Please contact the Spokane Convention and Visitor's Bureau (509-624-1341) for further assistance.

Baymont by Wyndham	2016 N Argonne Rd, Spokane Valley WA 99212	(509) 922-9002
Fairfield Inn and Suites by Marriott	311 N Riverpoint Blvd, Spokane WA 99202	(509) 747-9131
Holiday Inn Express	9220 E Mission Ave, Spokane WA 99206	(509) 927-7100 / (800) 881-1523
KOA of Spokane	3025 N Barker Rd, Otis Orchards WA 99027	(509) 924-4722
Maple Tree Motel & RV Park	4824 E Sprague Ave, Spokane WA 99212	(509) 535-5810
Mirabeau Park Hotel	1100 N Sullivan Rd, Spokane Valley WA 99037	(509) 924-9000
Motel 6	1919 N Hutchinson Rd, Spokane WA 99212	(509) 926-5399
Park Lane Motel & RV Park	4412 E Sprague Ave, Spokane WA 99212	(509) 535-1626
Quality Inn Valley Suites	8923 E Mission Ave, Spokane WA 99212	(800) 228-5151 / (509) 928-5218
Rodeway Inn and Suites	6309 E Broadway Ave, Spokane WA 99212	(509) 535-7185
Super 8 Motel	2020 N Argonne Rd, Spokane WA 99212	(509) 928-4888
Trailer Inns RV Park	6021 E 4 <sup>th</sup> Ave, Spokane WA 99212	(509) 535-1811

## ADMISSION

Vendors and their employees not in possession of a vendor pass (See PASSES) will be required to pay the regular gate admission for entrance to the Spokane County Interstate Fair.

Adult	\$11.00
Youth (7-13) / Senior (65+) / Military	\$8.00
Child (6 and Under)	Free

## **ADVERTISING / MARKETING**

We realize that without advertising, a terrible thing happens . . . NOTHING. HOWEVER, Exhibitors shall NOT post or exhibit, or allow to be posted or exhibited, any signs, advertisements, bills, banners, posters, cards or printed material on any part of the premises outside of their booth space without the approval of the Fair Management.

No person shall be permitted to solicit or distribute advertising matter, handbills, coupons, fliers, tokens or other material at the Spokane County Interstate Fair, except from their leased exhibit booth space. Anyone violating this rule is subject to removal from the grounds. Placement of advertising material on or in automobiles on Fair and Expo Center property is prohibited and will be subject to cleanup charges, including, but not limited to the parking areas.

Exhibitors shall not display any form of political advertising and/or disseminate political propoganda unless the individual agreement permits such a privilege within the confines of their booth. Advertising of candidates for office may take place only in a booth rented for that purpose.

In regards to general advertising, we highly encourage you to ADVERTISE your participation in the Spokane County Interstate Fair independently of the Fair's advertising campaign for two very important reasons. First, it brings customers to the Fair who are specifically interested in your product or service. Also, by increasing the overall visibility of the Fair to the general public, more potential customers will visit you. Either way – you win!

Marketing is of the utmost importance. Some suggestions are:

- Maximize the use of premium products known nationally, i.e. "Original Long Island Coney's" versus "Joe's Best" hot dogs.
- Value pricing, such as allowing discounts of purchases on multiple products.
- Use of tasteful food / product photography in exhibit, for point of sale marketing.
- Experience - does the owner have marketing knowledge related to the food / product being sold?

## **AGREEMENTS**

Every individual and company doing business at the Spokane County Interstate Fair must have a written and signed agreement with the Fair relative to that activity. Agreements may be terminated by the Fair upon one (1) day written notice. Agreements are non-assignable (See ASSIGNMENT) and do not exclude possession by the Fair of the premises occupied by the concessionaire. All notices called for or provided for in this agreement shall be in writing and must be served on any of the parties either personally or by certified mail, return receipt requested, sent to the parties at their respective addresses given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid. No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement. Failure to return License Agreements by the designated deadline will result in a late fee being assessed the Exhibitor (See PAYMENT) and / or exclusion from the current Fair and any future Fairs. The Fair reserves the right to cancel all agreements by public notice should an act of Providence such as war, riot, fire, flood, storm, or pestilence, prevent the holding of the Fair.

## **ALCOHOL / CONTROLLED SUBSTANCES / SMOKING**

Consumption, storage, and sales of alcoholic products, including but not limited to intoxicating liquor, beer, and wine, are absolutely forbidden while at the Fair with the exception of within the Beer Garden or specified area designated by Fair Management. No controlled substance or drug paraphernalia of any kind shall be kept, sold or consumed by the Exhibitor or any of his employees within the premises contracted to the Exhibitor or upon the facility – this includes marijuana. Violation of this policy will result in the Exhibitor being required to vacate the grounds immediately, forfeiting all monies paid. Smoking, including electronic cigarettes, is prohibited in all buildings and on the grounds with the exception of designated smoking areas.

## **ANIMALS**

Owners are expected to clean up after their pet. Only the following animals will be permitted on the grounds of the Spokane County Fair and Expo Center -

1. Service animals; or
2. Pets used in exhibitions; or
3. Organized pet training classes or demonstrations; or
4. Animals used by law enforcement agencies or armored car services; or
5. Pets contained in the RV area of the Fair and Expo Center either on a leash or within an RV.

## **ARRIVAL**

Upon arriving at the facility for set-up, vendors / exhibitors are to report to the Fair Office to verify space location, to obtain credentials, and to receive check-in packet. Vendors are asked not to attempt to locate their space first (See LOAD-IN). Check-in packets contain prepaid vendor IDs, prepaid daily tickets, parking passes, prepaid RV parking permits, booth location map, parking area map, daily program, and "Back in 20 Minutes" sign. Packets are available in the Fair Office beginning the Friday before Labor Day Weekend.

## **ASSIGNMENT**

The Exhibitor may not assign, transfer, sublet, in whole or in part, interest in their Agreement or the premises without the Fair's express written consent. The Agreement does not exclude possession by the Fair of the premises.

## **BALLOONS**

Helium balloons are not permitted on the grounds due to the expense of retrieving the balloons that entangle themselves in building ceilings, HVAC systems, light fixtures, and grid work. Helium balloons pose extreme fire potential when tangled in ceiling fans. Parties in violation of this rule will be assessed costs related to retrieval and/or damages caused as a result of balloons. Balloons filled with air may be used as booth decorations if securely fastened. This policy applies to both indoor and outdoor exhibitors.

## **BOOTH ACTIVITIES AND APPEARANCE**

TV and/or radio broadcast of special events, including baseball and football games, will be prohibited if it causes congestion. See also DRAWINGS. Exhibitors shall NOT operate any engine, motor or machinery on the premises without prior written Fair consent.

Exhibitors are asked to display booth numbers in a highly visible and attractive manner. Exhibitors shall accept the premises in its existing condition and state of repair. No representations are made by the Fair with respect to the suitability of the premises for the Exhibitor's use. The Exhibitor shall not make any alterations to the premises without prior approval from Fair Management. The Exhibitor agrees to leave the premises in the same condition in which it was prior to occupancy. Ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of the Exhibitor are exceptions to this rule. The Exhibitor 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 the Agreement, for restoring the premises to a condition equal to that which existed at the time the Exhibitor took possession. The premises shall be maintained in a neat and orderly manner, and kept in good condition and repair throughout the term of the Agreement. The Exhibitor is responsible for any safety violations and shall not create any hazardous conditions. Signage shall be professional, and clearly indicate the product or services being exhibited as well as the sponsoring organization. Remember, sparkling clean equipment, good lighting, and a well-scrubbed appearance attract customers. These things not only help to bring in customers, but also will often bring them back to a location again and again.

The use of tape, tacks, nails, staples, or mastic on any wall surface, floor or windows, inside or outside of any building is prohibited. Costs for cleaning or repairs to the surfaces defaced will be charged to the Exhibitor.

**OUTSIDE** - All booths with overhanging attachments, i.e. roofs, signs, sidewalls, awnings, hitches, etc. must fit within the dimension allowed the Exhibitor in the License Agreement. Tent staking must also be incorporated within the designated dimension and cannot extend outside the contracted space. Roofs must compliment the stand / booth, be constructed so it cannot be blown-off, and must be attractive. Booths must be of a first-class appearance, clean, attractive, brightly lit (running lights are recommended), keeping with a product theme, fully floored (food vendors), contain a hot water tank (food vendors), and if necessary, be freshly painted with a bright / glossy finish. Booths / stands in obvious need of repair or maintenance; i.e. cuts, scrapes, nicks, rusted areas, or parts, unpainted surfaces, broken windows, dents, etc., are unacceptable and will require repair by the Exhibitor prior to opening the Fair or immediately upon damage during the Fair.

All temporary buildings, booths, enclosures, railings, or paraphernalia of every sort whatsoever to be erected upon the space contracted to Exhibitor shall be constructed in a safe and generally acceptable manner and must meet all appropriate codes, including but not limited to, electrical, plumbing, and gas, whether local or federal. The Fair strongly recommends and prefers that all food stands be professionally manufactured mobile units or, if not, have colored metal siding or T-1-11 siding. The Fair shall have the sole right of decision as to whether such improvements or display meet this requirement. Electrical cables and water hoses shall be kept neat, with excess cable or hoses stored under or inside the concession. Any structure not complying with the terms herein may be ordered removed and the agreement forfeited as the Fair may elect.

Beverage tanks (food vendors) and product inventory will not be stored outside the stand unless it is concealed in an attractive and professional manner and with prior written Fair Management approval in an appropriate storage facility. **NO EXCEPTIONS!**

Remember that the backs and sides of booths are often exposed to traffic areas, i.e. picnic areas and stages, therefore Exhibitors must have appropriate storage facilities and enclosures to prevent unsightly areas. Exhibitors will not be allowed to establish auxiliary counters, extensions, or additions next to or adjacent to their stand/site to dispense or serve approved products; i.e., soft drinks, condiments, etc. without Fair Management approval.

Concessions that are trailer mounted, or roll-off style, shall be skirted to the ground with matching or complimentary skirting of canvas, metal, etc. No specific product or corrugated paper skirting will be permitted. Food sale coaches and other fully equipped vendor units must be inspected to the standards of the Uniform Mechanical Code, the National Electric Code, the Plumbing Code and other applicable codes with the Dept of Labor and Industries.

**INSIDE** - Exhibits shall be professional in appearance, and when applicable should be themed to the product being sold. Use of hardwall systems is recommended, particularly when products being sold require shelving to display products. Showcases shall be in good repair, matched, and adequately lit to highlight the product shown or exhibited (See ELECTRICAL / LIGHTING). Each inside booth space has a concrete floor. Carpeting can be laid by the Exhibitor or a decorating firm (see EQUIPMENT), however all edges accessible to the public must be taped to the floor to avoid the risk of tripping and falling.

**COMMERCIAL** - The following are NOT acceptable for any exhibit (indoor or outside) – tarps, typical card table exhibits, pyramid sales, jam auctions, and/or products not approved by Fair Management.

**FOOD VENDORS** – Licensed trailers are recommended. Concession carts are not recommended. The following are NOT acceptable for food concessions – tarps, typical knock-up concession stands, plywood with 2 x 4 stands built on site, and/or canopy extensions without prior written approval from Fair Management.

### **BOOTH CLEANLINESS**

All exhibitors shall keep the area immediately surrounding their exhibit free of trash, paper, combustible materials, and residue accumulation. The interior of any concession unit / exhibit area shall not be littered with cardboard boxes, packing material, or debris that could create a fire hazard. Exhibitors are requested to sweep their spaces each night after closing time. For your convenience, trash swept into the aisles or roadway from your exhibit shall be picked up by the Fair cleanup crews.

### **CAMPING**

Spaces for camping are available on a first-come, first-serve basis and are assigned as funds are received in the Fair Office. When requesting a space, please list the days you will be arriving and departing, length of unit, desired area of camping, services required (electrical / water / both), and license plate number. Complete payment must also be enclosed to reserve a space. All spaces are rented 12:30 p.m. to the following day at Noon. You will be issued a camping permit to place in the windshield of your vehicle allowing you to camp during the dates listed on the permit in the designated space. You will also receive a parking pass (one per RV space) for your “run-about” vehicle. Please check in at the Fair Office **BEFORE** parking your vehicle. If you park in a space that has not been assigned to you, you will be asked to move. If you are not available to move the vehicle, your vehicle will be towed from that location at your expense.

### **CARDBOARD DISPOSAL**

All empty cardboard boxes must be removed from the Exhibitor's immediate area, and taken by the Exhibitor to the refuse area located on the north side of Bay 1. Boxes must be flattened before depositing and stacked neatly in this area. Pick up of discarded containers is on-going throughout the Fair.

### **CASH REGISTERS**

Cash registers will be required by businesses reporting to the Fair on a percentage basis. Refer to the Consideration / Payment Section of your License Agreement to determine if this pertains to your business. Each concessionaire required to utilize a cash register is required to properly train all employees under their supervision in the operation of the cash register to minimize errors. Failure to do so will not be an acceptable reason for excessive errors, i.e. no sales, overrings. Those vendors reporting on a percentage basis will be required to submit a complete “Z” tape daily to the Fair Office. All cash registers must have a clear display that is viewable by the customer.

## COMPLAINTS

If a complaint is received from one of our "guests", handle the complaint with delicate concern and empathy, and refer them to the Fair Office for assistance if unable to resolve. Our success directly relates to your success.

## COPIES

A \$10.00 administrative fee will be charged for lost agreements that the Fair Office is required to copy for the Exhibitor's records. During the Fair, the Fair Office is unable to make copies of sales literature, order forms, etc. for Exhibitors. The closest locations for copy services are Fed Ex Kinkos (259 W Spokane Falls Blvd / 484-0601).

## CREDENTIALS (See Passes)

## CURTAINING

Each indoor exhibitor is entitled to a REASONABLE sightline from the aisle, regardless of the size of their exhibit. Visibility must be maintained the full length of each and every exhibit row. Neighboring booths CANNOT be blocked with your merchandise. The Fair will provide flame-proof draperies for all booths in Bay 1 (light green) and Bays 2 and the Plaza (forest green) consisting of eight foot (8') back walls and three foot (3') side walls. **Exhibitors must conform to the three-foot (3') side wall height limit** with the exception of five feet (5') from the back wall which may also be eight feet in height. See EXHIBIT SPACE for a detailed booth diagram. Any deviations from the above must be pre-approved by Fair Management and any extra cost incurred will be the responsibility of the Exhibitor. Additional curtaining is available for rent through LCD Services (509.325.9656).

## DEADLINES

Agreements submitted between 15 and 30 calendar days late will be charged a \$100.00 late fee and will not be executed by the Fair unless the late fee accompanies the agreement. Space will be reassigned on Day 31.

COMMERCIAL - First half of rental along with a completed and signed License Agreement must be submitted prior to May 1. Final balance must be submitted prior to July 1. If a signed agreement (along with any late fee) is not submitted prior to July 15 of the current year, the commercial vendor's booth will be reassigned to another vendor without notice.

FOOD – A \$900 deposit and \$30 ticket payment, along with a completed and signed License Agreement, must be submitted prior to May 1. If a signed agreement (along with any late fee) is not submitted prior to July 15 of the current year, the food vendor's booth will be reassigned to another vendor without notice.

## DECORATOR

LCD Services will be the official decorating firm for the Spokane County Interstate Fair. All contracted Exhibitors will receive, directly from the decorator, information on items available for rent. LCD can be reached at (509) 325.9656. The decorator will have an order desk on the grounds approximately three days prior to the opening of Fair to assist exhibitors but cannot guarantee to have all items available at that time. Payment for rented items is made directly to LCD. All decorations must be of flame-proof material or treated with flame retardant.

## DELIVERIES

Commercial and personal vehicles are not allowed on the grounds after 9:30 a.m., on any day the Fair is operating. Vehicles on the grounds after 9:30 a.m. are subject to being towed at owner's risk and expense. As a courtesy to all Exhibitors, please unload then move your vehicle to allow other exhibitors to unload.

SHIPMENTS - Please remember that packages will NOT be left in your space prior to Fair. You must be in attendance to receive any shipments prior to the Fair. All packages must be picked up and signed by the addressee as Fair staff cannot sign for any merchandise. If you are expecting deliveries that do not arrive prior to the closing of the Fair, it is recommended that you leave a forwarding address or refusal instructions at the Fair Office. The Fair shall not accept any responsibility for damaged shipments. If shipping freight to the Fair, please ship with the following address -

BOOTH NAME AND NUMBER  
SPOKANE COUNTY INTERSTATE FAIR  
404 N HAVANA ST STE 1  
SPOKANE VALLEY WA 99202-4663

When you have any item or merchandise shipped to the Fair for use at your exhibit, be sure your shipper provides sufficient labor and, if necessary, a forklift to unload and move goods to your location. Due to the Fair's hectic schedule and limited number of forklift drivers and equipment, the Fair cannot provide forklift service unless prior arrangements have been made. If the Fair does provide forklift services, the cost will be assessed at the current rate schedule, minimum of 15 minutes.

**UPS DELIVERIES** - The UPS truck will usually arrive on the grounds between 10:00 a.m. and Noon, daily (Monday through Friday). The Fair Office will make a general announcement when the truck arrives, as well as its location. Most often the truck will be located near Blue Gate 5. Exhibitors may pick up their packages at this location from the UPS driver. The UPS driver will not make deliveries to booth locations. Exhibitors should be prepared to hand cart packages to their booths. If you need help getting your packages to your booth space, please contact the Fair Office for assistance. The Office will then contact maintenance staff or "haulers" to assist. Cash on Delivery packages (C.O.D.'s) shall be handled only by the UPS driver while the driver is on the grounds. If the package is not claimed, it will be returned to the UPS terminal at 1016 N Bradley. UPS will re-attempt delivery of the package during the next two days, then if not claimed, it will be returned to the sender as per UPS policy. All packages marked C.O.D. shall be CASH ONLY. If marked "checks O.K.", the check shall be drawn on a Washington bank or it will not be accepted. Out of state checks may be accepted by UPS only if noted "any check O.K." by the shipper. Package pickup hours at the UPS terminal are 9:00 a.m. to 5:30 p.m. Saturday deliveries will be made by UPS as stated above for packages sent SATURDAY NEXT DAY AIR. No UPS deliveries will be made on Sundays. Any questions regarding UPS deliveries, please call 1-800-742-5877.

### **DISCRIMINATION**

The Licensee agrees it will not discriminate or permit discrimination against any person or group of persons in its use of the premises under this agreement. The parties hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, or national origin, be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination under any program, service or activity, which the Licensee provides under the terms of this Agreement. The United States Senate passed the Americans With Disabilities Act that went into effect July 26, 1992, making it illegal to discriminate against anyone because they have a physical impairment. It is the responsibility of each Exhibitor and their employees to adhere to the ADA law. In simple terms, all effort should be made to allow people with disabilities to participate in rides, games, exhibits, and the purchase of food and/or other articles. If in the event, your stand does not meet ADA regulations, special effort should be made to serve patrons with disabilities, i.e. an employee may need to go outside the stand to take the order and deliver the product. It is the position of the Fair's Management that all patrons be treated in an equal and courteous manner so that they can participate in the fun and enjoyment the Fair offers while insuring a SAFE and enjoyable experience. All patrons with disabilities who are voicing dissatisfaction with any service rendered should be directed to the Director in the Fair Office.

### **DRAWINGS / RAFFLES**

All drawings and raffles should be conducted according to the Washington State Gambling Commission's Promotional Contests of Chance publication, RCW 9.46.0257, RCW 9.46.0355, WAC 230-46. The Washington State Gambling Commission can be reached at (800) 345-2529, PO Box 42400 - Olympia WA 98504-2400. When an Exhibitor solicits patrons to fill out an entry form, with a prize being offered, the following guidelines shall apply:

1. Permission must be obtained to conduct the giveaway from Fair Management.
2. A ticket sample and a list of the prizes must accompany the License Agreement prior to July 1.
3. Entry blanks / tickets must clearly state all conditions stemming from completing an entry blank, i.e. "By depositing this entry, entrant has agreed to switch their long-distance telephone service to John Doe Company".
4. If a mail or phone list is compiled from the entry forms, this must be indicated on the entry form itself. Selling of mail or phone lists is prohibited as lists are for the exclusive use of the Exhibitor conducting the drawing.
5. All fairgoers are eligible to participate in contest and to deposit their entry (unless there are reasonable qualifications and same is stated on a sign).
6. No additional purchase is required to receive a prize.
7. Premiums or gifts awarded to Fair visitors must be absolutely free with no additional payment of money or other consideration required.
8. The prize shall be displayed, or a sign indicating the details of the prize shall be displayed.
9. Winners of gift prizes shall not be required to leave their domicile area in order to receive prizes and the Exhibitor shall undertake to mail, ship, or deliver prizes to the winners.
10. All parts of tickets used shall have printed thereon the name of the company conducting the drawing and listing prize(s) and value.
11. Drawing must be completed the last day of the Fair prior to 8:00 p.m.
12. Fair staff shall be given the winner's name, address, phone number, and description of prize(s) no later than Oct. 1.
13. The Exhibitor may not use the name of the Fair or the name of any Fair visitor in any "you have won absolutely free" type of mail-out program.

*Failure to comply with any of the above regulations will prompt the Fair to notify the proper authorities.*

## ELECTRICAL / LIGHTING

The Fair shall provide standard electricity if already available on the premises. Additional electrical needs must be approved by the Fair Management and are the sole responsibility of the Exhibitor. Most booth locations have electrical power. To advise us of your electrical needs, a form provided by the Fair Office must be completed and returned to the Fair office one month prior to the Fair. We can provide one 20-amp outlet to most booth locations at no cost. If you need alternative amperage or additional electrical power, please include that request on the form provided by the Fair Office along with the appropriate payment. If your request cannot be accomplished, we will attempt to let you know by Labor Day. If you request alternative / additional electrical services, the Fair's contracted electrician will bill you for providing the service. The calculations are made based upon Volts x Amps = Watts.

All electrical extensions or flexible cords shall be of type S. 15 amp 12 gauge, with UL approval. Splicing, tacking, stapling or otherwise fastening electrical cords to woodwork or walls, or tied to or draped over pipes or the supports is prohibited. Use of multi-plug household-type extension cords is prohibited. UL listed power strips of the correct rating are suggested. Any extension cord less than 12 gauge will not be permitted. Exhibitors must provide their own electrical extension cords.

You must provide your own lighting within your booth space. Lighting must meet safety code and only lights with guards or protectors will be permitted. Lighting to highlight the overall exhibit is recommended, or to emphasize product or services exhibited other than normal facility lighting. At closing time, only Fair-operated lights may be left on. All other lighting must be disconnected. Exhibitors shall not use so much electrical power as to overload the circuits. Electrical appliances such as kettles, coffee pots, space heaters, air conditioners, hot plates, etc., drawing more than 200 watts and which are intended for the personal convenience of the Exhibitor and/or their staff, are not allowed without written consent of the Fair.

All electrical appliances sold and displayed for sale or used for demonstration must be UL approved (not the parts only but the complete product). You must have grounded extension cords and all cords on any electrical device must be grounded to prevent electrical shock. The Fair reserves the right to ask exhibitors to remove items the Fair and/or Fire Marshals deems a safety hazard.

## EMERGENCIES

For an immediate emergency, call 911. In case you have an emergency in your building, try to contact security personnel and give them the information. If you need to report an emergency, call (509) 998-4595, (509) 999-2113, or 911. Stay calm and tell the operator what the emergency is and your exact location, this is very important.

## EMPLOYEES

The Exhibitor's employees shall be clean, well groomed, uniformed (preferred) or fully-clothed (shirts and shoes required), neat in appearance, orderly, polite in their conduct and speech, courteous and efficient. The Exhibitor shall not employ any person or persons in or about the premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Exhibitor shall provide competent personnel necessary to carry out the terms of their Agreement, shall supervise them, and shall pay them for their services at the Exhibitor's sole expense and cost. Training of personnel is vital to the success of a booth. An exhibit is only as good as the people who provide the service. Good clean service is "DO" (due) your customers –

- DO keep hands and fingernails clean.
- DO keep outer garments clean and neat. Wear light colored garments and/or aprons, preferably white.
- DO restrain hair as necessary.
- DO keep persons with obvious sores, rashes, or skin lesions from working in the booth.
- DO refrain from smoking in the booth / stand. Designated smoking areas will be provided. Take a break, leave the booth / stand, and wash your hands before returning, even if they appear clean.
- DO wash your hands after using the restroom - **without fail!**
- DO keep the stand and the area immediately surrounding it clean.
- DO keep litter and garbage from accumulating in and around the stand.
- DO handle water carefully. Prevent wet, muddy conditions.
- DO keep foods and equipment up off the ground.
- DO keep food covered.
- DO keep small children and unauthorized persons out of the food stand.
- DO obey the rules for temporary food establishments.

Food Vendor employees shall obtain a food handling permit(s) from the Spokane Regional Health District for all employees handling food at least ten (10) days prior to the first day of the Fair. The Concessionaire shall maintain a file with all Food and Beverage Workers' Permits on site.

## EQUIPMENT

Exhibitors are responsible to equip their booth and pay all related expenses. Chairs, tables, carpeting, floodlights, extension cords, plants, waste baskets, easels, coat trees, signs, canopies, and portable display units are available for rent through agencies such as LCD Services (509-325-9656), Sun Rental (509-928-5155), A to Z Rental (509-924-2000), or Design Events (800-840-2280). All rental items should be arranged for in advance. The Exhibitor is responsible for any and all expenses in connection with the decorating, equipping, or occupancy of the space with the exception of the power, some of which is provided with the booth (See ELECTRICAL / LIGHTING). The Exhibitor is also responsible for any expenses incurred for service staff they hire.

“Courtesy” cards or notices of materials on loan or donated items cannot be displayed in exhibit booths without the written permission of Fair Management.

Food Vendor stands shall be designed to be self-contained with all equipment such as freezers, refrigerators, beverage canisters, gray water holding tank and/or sewer attachment, and propane tanks located within the concession.

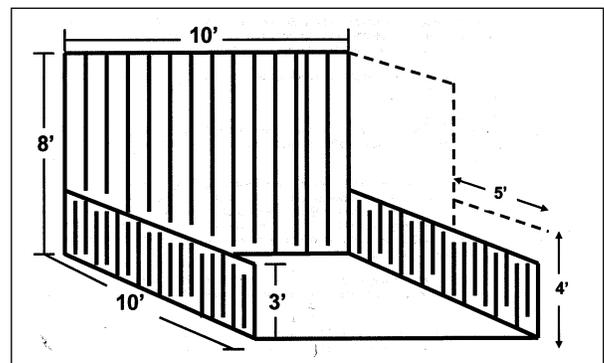
## EXCLUSIVITY

For the mutual benefit of our Exhibitors and the fair-going public, we do make every attempt to diversify products by not over-booking similar lines of merchandise. The Fair makes the best selection from available applications (See LICENSING CRITERIA). On a very rare occasion, the Fair will grant product exclusivity – usually through a sponsorship agreement.

## EXHIBIT SPACE

Commercial booths are 10' in depth (front to back), 10' in width (side to side), and less than 8' in height unless otherwise noted in the License Agreement. Display cases or custom-made structures should not exceed 9'10" in length to allow exhibit to fit within the 10' booth dimensions.

Backwall or exhibit / display materials, including signage, may not exceed eight feet in height and may not extend more than five feet from the backwall on each side without the prior written approval of Fair Management. Written application for any exceptions must be submitted with a detailed drawing and legitimate reason for needing to exceed the height limitation to Fair Management along with the License Agreement. Backwall and sidewall restrictions will be strictly enforced!! The backs of any exposed areas must be finished so as not to be objectionable to adjacent Exhibitors or staging areas and must meet approval by Fair Management.



## EXHIBITOR MEETING

The Fair will not be hosting an exhibitor meeting this year during the Fair. We do, however, welcome your thoughts, ideas, and concerns! Please feel free to contact us at either (509) 477-2772 or via e-mail at [fair@spokanecounty.org](mailto:fair@spokanecounty.org).

## FAIR FACTS (See Newsletter)

### FAIR HOURS

We need to remember that the Fair should feel and appear the same for a guest at 11 a.m. and for another who arrives at 7 p.m.

Failing to Open / Closing Early: Any Exhibit which fails to open at the designated opening time as stated in their Agreement or remain open until the designated closing time, will be assessed a penalty of \$100 per occurrence. If an Exhibit must be closed during operating hours for any reason, a written explanation of the closure and the expected hours of closure must be submitted for approval by the Fair Management prior to the occurrence or the \$100 penalty will be assessed.

Staffing Exhibits: Exhibits must be staffed during all operating hours of the Fair. Any Exhibit not staffed during the operating hours of the Fair as designated in the agreement will be assessed a penalty of \$50 per occurrence. If an Exhibit must be left unattended for any reason, a sign must be posted stating the time that the Exhibit will reopen, which cannot exceed 20 minutes, or the \$50 penalty will be assessed.

Working On / Servicing Exhibits: The Fair will not, under any circumstances, permit an Exhibitor to work on the installation of their concession or display during the hours the Fair is open to the public.

Closing the Buildings: For the security and protection of ALL Exhibitors' merchandise, all buildings will be cleared immediately so they can be secured upon closing the Fair each night. The Fair recognizes that some Exhibitors may be in the middle of a sales transaction at the time the building is to close. Everyone should complete business as quickly as possible and leave the building immediately. Exhibitors needing assistance with closing their respective booths must have their "help" in the building prior to closing time. Security personnel will not admit anyone to the building after the building closes. THIS WILL BE STRICTLY ENFORCED.

Below are the official hours of the Fair.

<b>DAY</b>	<b>Bays 1 and 2</b>	<b>Outside Booths, All Other Bldgs</b>	<b>Main Carnival</b>	<b>South Carnival</b>
Fri., 09/06	10 a.m. - 10:30 p.m.	10 a.m. - 10 p.m.	Opens at 3 p.m.	Opens at Noon
Sat., 09/07	10 a.m. - 10:30 p.m.	10 a.m. - 10 p.m.	Opens at Noon	Opens at Noon
Sun., 09/08	10 a.m. - 10:00 p.m.	10 a.m. - 10 p.m.	Opens at Noon	Opens at Noon
Mon., 09/09	10 a.m. - 10:00 p.m.	10 a.m. - 10 p.m.	Opens at 3 p.m.	Opens at Noon
Tues., 09/10	10 a.m. - 10:00 p.m.	10 a.m. - 10 p.m.	Opens at 3 p.m.	Opens at Noon
Wed., 09/11	10 a.m. - 10:00 p.m.	10 a.m. - 10 p.m.	Opens at 3 p.m.	Opens at Noon
Thurs., 09/12	10 a.m. - 10:00 p.m.	10 a.m. - 10 p.m.	Opens at 3 p.m.	Opens at Noon
Fri., 09/13	10 a.m. - 10:30 p.m.	10 a.m. - 10 p.m.	Opens at 3 p.m.	Opens at Noon
Sat., 09/14	10 a.m. - 10:30 p.m.	10 a.m. - 10 p.m.	Opens at Noon	Opens at Noon
Sun., 09/15	10 a.m. - 8 p.m.	10 a.m. - 8 p.m.	Opens at Noon	Opens at Noon

### FAX MACHINE

The Fair Office has a fax machine for incoming faxes at no charge. If you need to have a fax sent to the Fair, please have the sender include a cover sheet listing your name, booth name, and booth number. Our fax number is (509) 477-8926. Outgoing faxes will be charged \$2.00 per page.

### FIRE EXTINGUISHERS

Fire Extinguishers are located throughout the exhibit buildings for use in an emergency. Outside commercial booths as well as food vendor booths are required to be equipped with an approved fire extinguisher.

### FIRST AID

If first aid is required due to accident or illness, contact security to escort the injured guest to the first aid station. First aid station is located northwest of Bay 1. First Aid is in a trailer bearing the Red Cross insignia and staffed by Spokane Valley Fire Department.

### FORKLIFT USAGE

The Fair's equipment, including, but not limited to forklifts, are unavailable to Exhibitors during the Fair. See DELIVERIES. If you are in need of a forklift to assist in placing your display / booth, you must contact the Fair Office two weeks prior to the Fair to schedule an appointment for the forklift and operator and to arrange for payment. See current rate schedule for cost. Forklift is billed at a minimum of 15 minutes.

### GAMBLING

The Exhibitor agrees he will not conduct or permit to be conducted any game of chance, lottery, or scheme that may be defined as GAMBLING within the laws of the State of Washington within his Exhibit or on the grounds. Any Exhibitor, with the exception of the Washington State Lottery, found in violation of the rule will face ejection from the Fair and forfeiture of any funds paid therein. See also DRAWINGS.

### GIVE-AWAYS (See Drawings and Samples)

### GOLF / UTILITY CARTS

A special permit (cost of \$50.00) is required to operate golf carts, mopeds, or other small motorized utility vehicles on the grounds. Permits will be issued at Fair Management's discretion and must be posted in plain sight on the vehicle at all times. You must present a copy of your insurance policy listing the vehicle(s) as insured in order to obtain permits. Insurance minimum coverages will be determined by the Spokane County Risk Management Department. All Exhibitors and users of these vehicles shall adhere to the following rules regarding use:

1. Vehicles must be operated in a safe and reasonable manner, observing the Fair's posted 5 mph speed at all times.
2. No vehicles, except emergency vehicles, shall enter the grounds after 9:30 a.m. each day.
3. Carts cannot be operated on the grounds during the hours the Fair is open to the public and must be parked off the grounds 'proper' during operating hours in a secured parking area at the Exhibitor's own risk.
4. Carts utilized in the evenings must be equipped with headlights.
5. Cart usage is a privilege regulated by Fair Management and can be revoked for violation of the rules. In the event of a violation of cart rules, Fair Management may, at its sole discretion, impose a \$50.00 penalty fee (per violation) and/or revoke the permit to operate a cart and either impound or remove the cart from the grounds for the remainder of the Fair at the owner's expense.
6. A copy of the driver's license and insurance must be given to the Fair Office to keep on file.

### **GRAY WATER DISPOSAL**

Gray water is described as any wastewater that does not include sewage or soiled wastewater. Examples of gray water include wash wastewater and shower wastewater. Kitchen and toilet wastewater are not classified as gray water. Gray water must be disposed of in appropriate sanitary sewers. Exhibitors found disposing of gray water in other than appropriate sanitary sewers will be charged for the cost of removing such gray water and repairing any damage resulting from exhibitor's improper disposal. Liquids and/or gray water without solid matter are to be disposed of in one of the Mop Rooms located in the very northeast corner of Bay 1 or the Janitor's Room in Bay 2. Fair restrooms (toilets/sinks) are not to be used for disposing of liquids and/or gray water. Most outside food booths will be hooked directly into the sewer system for disposal of their gray water. Booths not hooked to the sewer system must contact the Fair Office for the nearest dump location and/or pickup schedule.

### **GREASE DISPOSAL**

Exhibitors in need of grease disposal are required to use the designated containers. Grease disposal areas are being determined at this time. Upon check-in and receiving your packet, the locations will be described within the information you receive. Grease containers will be picked up from food booths by Fair personnel at 6:00 a.m. each morning and taken to the designated dump areas. Exhibitors found disposing of grease or other garbage in sanitary or storm drains will be charged for the cost of removing such garbage and repairing any damage resulting from Exhibitor's improper disposal as well as a \$250.00 fine. Absolutely no grease is to be dumped in any drain.

### **ICE**

Frosty Ice will have a truck located on the South end of the Grandstand for vendors to obtain ice. Vendors will need to deliver the ice to their booths.

### **INDEMNIFICATION**

The Exhibitor agrees to indemnify and defend the Fair from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of the Exhibitor, its employees, or agents in connection with the use of the premises under the terms of this agreement. The Fair agrees to indemnify and defend the Exhibitor from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Fair, its employees, or agents in connection with the obligations of the Fair under the terms of this agreement. If the negligence or willful misconduct of both the Exhibitor and the Fair (or a person identified above for which each is liable) is a cause of such damage or injury, the loss, cost of expenses shall be shared between the Exhibitor and the Fair in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply to such proportion.

### **INSPECTIONS / AUDITS**

The Fair and its agents shall have the right at all reasonable times to inspect and audit such books, records, cash registers, and other pertinent information relating to the Exhibitor's business as may be required in the judgment of the Fair, or Spokane County's auditors, to confirm gross receipts as defined herein. The Fair may also use such information as part of its auditing procedures, an audit trail, or for the purpose of funding the services contracted for herein.

### **INSURANCE**

Insurance coverage is mandatory! Spokane County requires a Liability Policy insuring both Spokane County and the Exhibitor for the following minimum coverage:

Licensee shall obtain at its own expense and maintain for the term of this Agreement a General Liability Insurance Policy insuring both Spokane County and the Licensee with minimum limits of \$1,000,000 per occurrence, which includes general aggregate,

products, completed operations, and personal injury; \$300,000 fire damage. The policy shall be endorsed to reflect that the insurance provided is primary and applies separately to each insured against whom a claim is made. Policy deductibles or Self-Insured Retentions above \$500 are prohibited.

**Prior to July 1**, the Licensee shall provide the Spokane County Fair and Expo Center a Certificate of Liability Insurance meeting the above requirements and the Policy Endorsement naming *Spokane County, its officers, agents, and employees* as an additional insured. The Licensees insurer shall have a minimum A.M. Best rating of A-VII and be authorized to do business in Washington State. The Certificate holder shall be notified at least thirty days (30) in advance of any reduction in or cancellation of the coverage. Certificate Holder must read "Spokane County, 1033 W Gardner Ave, Spokane WA 99260". The event dates as well as the phrase "to include move-in and move-out" must be included in the Description Box. In addition to sending the Certificate(s) to the address listed above, a copy must also be faxed to (509) 477-8926 **prior to July 1**. Licensees that submit incomplete or incorrect insurance documents may be charged an administrative fee for Spokane County resources needed to correct the insurance document deficiencies. Licensees failing to provide proof of insurance prior to **July 1** will be required to purchase insurance through the County's designated Special Events Insurance provider.

Any contracted Exhibitor who has not fulfilled all insurance requirements by Aug. 1, will **automatically** be placed under the County's Special Event Liability Insurance and be required to pay the insurance fee by cashier's check or money order made payable to Spokane County. Exhibitor's check-in packets will be released to the Exhibitor only if this insurance fee has been paid. No exception for late-arriving insurance certificates. DEADLINE: August 1. The Fair shall be notified at least thirty days (30) in advance of any reduction in or cancellation of the coverage.

### **JUNE STATEMENT**

All Exhibitors will receive updated information from the Fair along with a statement of rental fees owed during the first half of June. This information may supplement existing Rules and Regulations and may also include any changes that have come along during the course of the year. Forms included in this mailing include RV parking application, insurance information, electrical information, vendor pass information, ticket information, and parking pass application.

### **LABOR AND INDUSTRIES**

The Washington State Department of Labor and Industries (L & I) must approve trailers, coaches, and other vehicles used as booths in which operators work inside the vehicles. The process takes two weeks to a month. A person applying for a mobile unit or temporary event food service permit, who cannot document that their vehicle has previously been approved by L & I, should contact John Harvey (360) 902-5218 to obtain more information on approval requirements for commercial coaches. For your reference, rules for vendor units and all commercial coaches are covered in Washington Administrative Code 296-150C. Fair Management may ask for documentation at any time.

### **LAW COMPLIANCE**

Exhibitors shall observe and obey all federal, state, county and city government laws, ordinances and regulations, as well as those of the Fair, which may be applicable to its operation at the Fair and Expo Center and have bearing on their Agreement.

### **LICENSING CRITERIA (New Booths)**

All points listed below are considered in our selection process when considering new booths for the Fair:

1. **Waiting list status**,
2. **Product** (uniqueness, creativity, portions, pricing, marketing, and experience),
3. **Booth Appearance**,
4. **Personnel** (training, turnover, experience, incentives, authority, supervision, and uniforms),
5. **Financial** (sales generation, operating efficiency, and audit controls),
6. **Capital quality** (company strength, capital investment, investment efficiency, and future investments), and
7. **Support services** (management supervision, engineering / layout / design, quality control, merchandising, training, audits, and preventative maintenance).

## LICENSING CRITERIA (Returning Booths)

The following points are considered in the process of inviting booths to return to the Fair:

1. Audit controls,
2. Prior year's review,
3. Desire to participate, and
4. All criteria listed previously for new booths.

A proven record of producing high per-capita sales and operational efficiency, without sacrificing quality or service-orientated staffing is also critical to selection. Another consideration in licensing returning booths is prompt payment of employees and suppliers.

## LOAD-IN

Exhibitors may use and occupy the premises according to the table below to prepare their assigned area for use.

DAY	EXHIBIT AREA	TIMES
Thursday, August 29	Food Vendors**	7:00 a.m. – 5:00 p.m.
Friday, August 30	Food Vendors**	7:00 a.m. – 5:00 p.m.
Saturday, August 31	Outside**	7:00 a.m. – 7:00 p.m.
Sunday, September 1	Outside**	7:00 a.m. – 4:00 p.m.
Labor Day, September 2	Grounds Closed	Grounds Closed
Tuesday, September 3	Outside Trailers / All Indoor Booths	7:00 a.m. – 9:00 p.m.
Wednesday, September 4	All Booths	7:00 a.m. – 9:00 p.m.
Thursday, September 5	All Booths	7:00 a.m. – 8:00 p.m.
<b>ABSOLUTE DEADLINE</b>	<b>All Booths</b>	<b>09/05 at 8:00 p.m.</b>

The exhibit buildings and grounds will be open from 7:00 a.m. to 8:00 p.m. on the day prior to opening (Thursday) to allow last minute set up of displays and exhibits. As we have guests arriving to the grounds early opening morning, booths must be fully complete by 8:00 p.m. on Thursday. Any Exhibitor in violation will cause the Exhibitor to be in breach of their agreement and the Exhibitor will face immediate cancellation of all rights and forfeiture of all fees paid at the sole discretion of the Fair. The Fair has the right to re-sell any unoccupied space at 8:00 a.m. opening day.

\*\*Exhibitors requiring set-up on these days must give prior written notice to the Fair Office of their desire to be on the grounds, the actual dates with arrival / departure times, as well as the number of people in the work party. Fair Staff and Management will review all requests and notify those vendors that will be allowed on the grounds for early set-up.

## LOAD-OUT

Exhibitors may use and occupy the premises according to the table below to dismantle and load-out their exhibit.

DAY	EXHIBIT AREA	TIMES
Sunday, September 15	All Vendors	8:00 p.m. - Midnight
Monday, September 16	All Vendors	Midnight - 3:00 p.m.
Tuesday, September 17	Outside Vendors	8:00 a.m. - 3:00 p.m.
Wednesday, September 18	Food Vendors*	8:00 a.m. - 3:00 p.m.
Thursday, September 19	Food Vendors*	8:00 a.m. - 3:00 p.m. Absolute Deadline for removal is 3 p.m.
Saturday, September 21	All Vendors	Storage Costs Begin
September 30	All Vendors	Items Left are Sold or Disposed of At Exhibitor's Expense

Dismantling and removal of exhibits may begin at 8:00 p.m. on the final Sunday, **AFTER** the official closing of the Fair. Any violation of this rule will be considered a breach of contract and Exhibitor may not be granted any future agreements by the Fair. See also FAIR HOURS for penalties assessed for early closing.

INDOOR EXHIBITS - At 8:00 p.m. all fair patrons will be cleared from the buildings. Exhibitors may begin hand carting display materials from the buildings at 8:30 p.m. on Sunday. Appropriate identification must be visible to security personnel for re-admission to the building during tear down and move-out. Only those Exhibitors and their employees with proper identification will be allowed entry into the building to continue with move-out. Vehicles will be allowed on the grounds at 9:00 p.m. near building entrances or as Security personnel deem safe and appropriate.

OUTDOOR EXHIBITS AND FOOD VENDORS - hand carting of exhibit materials may begin at 8:30 p.m., Sunday, September 16. Vehicles will be allowed on the grounds at 9:00 p.m. as Security personnel deem safe and appropriate.

Exhibitors shall pay reasonable storage fees for any personal property and / or equipment that have not been removed after five (5) days following completion of the Fair. Exhibitors agree that items may be sold to satisfy such storage costs after September 30. Any expense incurred in disposal of the personal property will be the responsibility of the Licensee.

### LOST CHILDREN

With the number of guests visiting each day, it is inevitable that some children will become separated from their families. This is generally a terrifying and bewildering experience for both child and parent. Remember that the courtesy and consideration we find so easy to give to a crying child should also be extended to the "lost" parent. If you find a lost child, contact security and stay in the area with the lost child for a few minutes. If the parent cannot be located, security will escort the child to the Lost Children's facility. Many times, however, the parents are just a few steps away. The lost children's facility is located at the west Plaza entrance.

### MENUS (See Products)

### MESSAGES

It is very difficult for Fair staff to deliver phone messages to exhibitors. In most cases, we do not know the names of your employees, and many callers do not know the name of the booth they are trying to contact. It is suggested that you arrange to have a cellular phone, pager, or telephone in your booth if you need to receive messages from employees, family, etc. If you have such equipment, please notify those needing to contact you as well as the Fair Office of your number, so that we can refer your calls to you. See also TELEPHONES.

### MODIFICATIONS

Requests for changes to the Agreement must be made on or before August 15. If additions or deletions are approved, the Fair will provide written confirmation. No changes to Agreements will be made after this time.

### MOVE-IN / MOVE-OUT (See Load-In / Load-Out)

### NEWSLETTER

The Fair will distribute a copy of "Fair Facts" to vendors each morning during the Fair. It includes items of interest such as attendance, policy clarifications, booth spotlights, award winners, etc. If you do not receive a copy of the newsletter, please stop by the Fair Office for a complimentary copy.

### OFFICE HOURS

The Fair Office is open 8:00 a.m. to 6:00 p.m. every day of the Fair as well as the three days prior to Fair.

### PARKING

Vendors may park in the east parking lot of the Fair accessible off Broadway at the Red Gate, first-come / first-served, with an assigned vendor windshield parking permit. There is no charge for this permit, however each commercial vendor is limited to one pass; food vendors are limited to two passes. Each vendor is also given the opportunity purchase one (1) reserved parking area pass for \$50.00 allowing closer access in a designated area. Parking throughout the grounds through gates accessible from Havana Street is \$5.00. Vendors may purchase discounted \$2.00 parking tickets for the Havana Street lots (one time entrance) or \$20 hanging passes; both may be used as space is available. Vendors must request parking passes / parking tickets on the form provided by the Fair Office prior to the Fair to receive parking passes in their check-in packet.

## PASSES / TICKETS

Passes and tickets are intended for people who will be staffing the Exhibitor's space and ARE NOT FOR CUSTOMERS AND FRIENDS. Tickets distributed to Exhibitors are recorded by number and can be traced to specific vendors. Exhibitors and their employees may not sell, reissue, exchange, or barter any pass or ticket to the Fair issued to Exhibitor. Exhibitors found in non-compliance will have their booth immediately dismissed from the Fair. No credentials will be issued, under any circumstances, until all applicable fees are paid in full and the Fair has received an approved certificate of insurance.

The Exhibitor shall furnish the Fair, on a form provided by the Fair Office, a list of personnel who will be working on the premises during the ten (10) days of the Fair. Photo IDs which allow workers entrance to the Fair for ten (10) days, are available at a cost of \$10.00 each (prior to August 15). Vendor photo IDs are limited to a total of 45 per food booth and 6 per commercial booth. Vendor IDs are not transferable and will be closely checked at the gate. Exhibitors are responsible to return any Vendor ID from an employee that is discharged during the Fair. Each vendor will receive one of their photo passes free.

Additional tickets, which allow one worker a single entrance to the Fair, are available at a cost of \$4.00 each (prior to August 15), limited to 100 per booth. Each vendor will receive ten one-day tickets free allowing for the purchase of 90 more. Tickets may be purchased in lots of ten or more only. Only the contact person(s) on file in the Fair Office may purchase one-day worker tickets. Exhibitor tickets must be paid for at the time or prior to the time the tickets are picked up (See ARRIVAL).

To eliminate a last-minute rush, we would appreciate a list of your employees, along with payment, as soon as possible. Once we have received the list and payment, the Vendor IDs will be pre-printed and placed in your booth's check-in packet. If payment is enclosed for one-day tickets, they also will be placed in your booth's check-in packet. NO PASSES OR TICKETS WILL BE MAILED. The final day to purchase tickets or passes will be August 15. Exhibitors and their employees must possess a pass or a ticket in order to enter the facility once the Fair has officially opened – if not, they will be required to pay full admission to enter the facility (See ADMISSION). Make sure your employees are aware of this. NO EXCEPTIONS! Photo identification may also be asked for at the gate to verify proper usage of punch passes. Exhibitors shall enter and exit the Fair through the South, Main, or the Red Gates only.

Passes and tickets are not to be duplicated, nor will money be refunded for purchase of any pass or ticket under any circumstance. IF A PASS OR TICKET IS LOST, IT WILL NOT BE REPLACED OR REFUNDED. Exhibitor / Employee will then be required to pay full admission for any entrance to the Fair after loss of the pass or ticket. It is the vendor's responsibility to make sure that employees have passes / tickets before their shift. The Licensee shall be responsible for admission fees for any customer that needs to pick-up or exchange purchased merchandise (See also WILL CALL).

**Group Ticket Packages! One-Day tickets may be purchased in lots of 20 or more for \$5.00 each from July 15 to August 31. Purchase these for your friends and family to come and visit you at the Fair! Contact Erin Gurtel at 477-2785 for more information.**

## PAYMENT

Exhibitors are required to pay the Fair for use of the premises set forth in their License Agreement.

1. **Commercial Exhibitors** shall pay one half of their booth rental fee prior to May 1 of the current year. Exhibitors paying the first half between 15 and 30 calendar days late will be charged an extra \$100 late fee. Failure to pay the first half, to include the extra \$100 late fee, by May 31 will cause termination of the Agreement. The balance must be paid by July 1 of the current year. Exhibitors paying the balance between 15 and 30 calendar days late will be charged an extra \$100 late fee. Failure to pay the balance by July 31 will cause termination of this Agreement and the Exhibitor will be excluded from the current fair and all future fairs. Any partial payments received will be forfeited.
2. **Food Vendors** are required to pay a deposit of \$900.00 plus \$30.00 ticket fee prior to May 1 of the current year. Agreements submitted between 15 and 30 calendar days late will be charged a \$100.00 late fee and will not be executed by the Fair unless the deposit and the late fee accompany the Agreement. If a signed Agreement is not submitted prior to June 15 of the current year, the food vendor's booth will be reassigned to another vendor.
3. **Food Vendors / Percentage Paying Exhibitors** - The deposit will be deducted from the total owed by the vendor (21% to 23% of the gross receipts or \$900.00, whichever is the greater after deduction of Washington State Sales Tax) at the conclusion of the Fair. The term "gross receipts" as used herein shall mean the aggregate amount of all sales made and services performed for cash, or credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for alike property, or services, at the selling price thereof. PROVIDED HOWEVER, that the term "gross receipts" as used herein, shall not be construed to include all taxes, including sales tax and other similar taxes or impositions imposed on or by reason of sales or charges where billed to the customer by Licensee as a separate item. Payment in full shall also be received by the Fair not

more than ten (10) calendar days after conclusion of the Fair. Any Food Vendor or Exhibitor failing to pay within the ten calendar day deadline will be charged an extra \$500.00 late fee. Any payment not received within 60 calendar days will be sent for collection and the Food Vendor or Exhibitor will automatically be excluded from any future fairs. The Exhibitor / Food Vendor will also be responsible for all costs of collection.

4. **Food Vendor / Percentage Paying Exhibitor Daily Gross Sales Receipt Books** - Each food vendor / exhibitor will be provided with a daily gross receipt book. Daily gross receipt reports for each day shall be submitted to the Fair Office by Noon the following day. If the report is not received by the close of the following business day (8:00 p.m.) for which the report was generated, the Exhibitor will be assessed a \$50 late fee for each day the report is late. All violations will be recorded by the Fair staff and will be utilized in reviewing the booth for re-admittance to any future fairs.
5. **Food Vendor / Percentage Paying Exhibitor (Additional Operating Days)** - If an Exhibitor chooses to operate their stand prior to and/or following the official opening and closing days of the Fair, they must first obtain written permission from the Fair. If permission is granted, the Exhibitor agrees to operate under all the same rules and regulations and agrees to include all sales made these days in the final settlement with the Fair. Additional reporting forms shall be provided for this purpose.

Any Exhibitor contracted with after July 1, must pay 100% of the commercial rental space fee or food vendor deposit prior to the Fair signing the Agreement. Personal checks will not be accepted after August 15, only money orders, cash or cashier checks - NO EXCEPTIONS. A \$25.00 charge will be collected for any returned checks.

### **PENALTIES**

Any booth assessed a penalty during the current fair will be invoiced for the amount due. The total amount will be due **within ten days** of the invoice date. A booth failing to pay the fine will be excluded automatically from the following year's Fair.

### **PETS (See Animals)**

### **PLACEMENT OF EXHIBIT**

The Fair reserves the right to determine final location of any exhibit. No one is to place equipment for final set up without approval from Fair Management or their designated staff member. The moving of any exhibit after the placement by the Fair shall be considered a breach of contract and cause for the immediate removal of the exhibit from the grounds. Any fees received to that point would be forfeited unless prior approval has been obtained from Fair Management.

### **PLUMBING**

For the health, safety, and welfare of all concerned, all Exhibitor units shall be subject to an inspection before the installation of plumbing services and all substandard plumbing shall be repaired or replaced by the Exhibitor at the Exhibitor's cost. Failure of a unit's plumbing after the Fair begins may result in the closure of the exhibit.

### **POLITICAL ADVERTISING**

Exhibitors shall not display any form of political advertising and/or disseminate political propaganda unless their individual Agreement permits such a privilege. The Exhibitor cannot solicit outside the Exhibitor's allotted space (See ADVERTISING). Advertising of candidates for office may take place only in a booth rented for that purpose.

### **POST OFFICE**

Outgoing mail can be delivered to the Fair Office. Exhibitors needing to have mail sent to them during the Fair need to address the packages –

PERSON along with NAME OF BOOTH  
SPOKANE COUNTY INTERSTATE FAIR  
404 N HAVANA ST STE 1  
SPOKANE VALLEY WA 99202-4663

The mail is usually delivered between 1:00 and 3:00 p.m. Exhibitors may check in the Fair Office for mail after 1:00 p.m. The Fair will try to deliver mail to the appropriate booth in the afternoon depending on staff availability or place in the will call box in the Fair Office.

### **PRODUCTS / MENUS**

Exhibitors shall serve / sell only the highest quality of food / products. Selling or displaying any products / goods / services other than what is listed on the License Agreement will result in breach of the agreement and the Exhibitor will, at the Fair's sole option,

forfeit the booth space and fees and be required to immediately vacate the premises. All approved products, as listed on the Agreement, must be dispensed and served from within the confines of the exhibit / concession stand.

Food concessionaires will be required to provide their menu, sizing, and pricing along with agreement. Multiple food products, other than in a cafeteria concession providing patron seating, is regulated. Themed concessions, such as Italian, Mexican, Greek, or Chinese, are allowed multiple food items provided they are authentic food related to the theme and included in the Food Concession License Agreement. Specialty concessions such as funnel cakes or elephant ears, shall not be allowed to sell any other products with the exception of drinks as included in their Food Concession License Agreement.

Any changes from the Exhibitor's original Agreement must be requested through the Fair Office prior to August 15. If changes are approved, they will be designated in an amended Agreement through the Fair Office.

**OBJECTIONABLE ITEMS** - The Fair prides itself on being a quality, family event. The Fair does not deem acceptable the following items and will not allow them to be sold, displayed, or kept within the confines of an exhibit area:

1. Any item that could be used as or considered to be a weapon, i.e. knives, guns, blow pipes.
2. Drug paraphernalia of any kind, i.e. hash pipes, roach clips etc.
3. Marijuana / hemp t-shirts, jewelry, hats, posters, etc.
4. Offensive t-shirts, either sexually suggestive or explicit.
5. Tobacco products or cigarettes (fake or real).
6. Items / beverages sold in glass containers.
7. Explosives and blasting agents.
8. Compressed flammable gases inside any building. Non-flammable high-pressure cylinders shall be secured to prevent them from being upset.
9. Flammable / Combustible liquids inside any building with the exception of service equipment which may be used with prior Fair Management approval. Combustible materials shall be limited to a one (1) day supply and shall be maintained in an orderly fashion.
10. Hazardous chemicals and materials shall be prohibited inside any building.
11. Oils, burning fluids, kerosene, naphtha, gasoline, or other flammables for mechanical or other purposes, unless approved by Fair Management.
12. Helium balloons, silly / party string, and stickers.

The Fair reserves the right to require removal of any materials as listed above and to prohibit any demonstrations it deems inappropriate or offensive to public health, safety, or morals. Such matters include, but are not limited to, "How To" publications relating to bombs, illegal weapons, the modification of legal weapons, etc. Neither the Fair nor any of its officers, agents or employees shall be liable to the exhibitor for any damages which may be sustained by the exhibitor through exercise of such rights.

## **PROPANE**

Exhibitors are allowed to select their own propane supplier. Passes / tickets in order to allow entrance for the supplier must be included in the tickets and passes purchased by each Exhibitor. Filling and servicing should be conducted prior to 9:30 a.m. with the exception of a mechanical emergency. Any Exhibitor using propane (liquified petroleum gas) tanks must follow the requirements as established by the Spokane County Public Works Department, 1026 W Broadway Ave, Spokane, WA 99260.

## **RAFFLES (See Drawings)**

## **RATES**

Food vendors are assessed 21% to 23% of the gross sales less Washington State sales tax for occupying space at the Fair. Most commercial exhibit booths are rented at the following flat rates (with an insurance fee of \$102.10 added should they be unable to provide a certificate of insurance naming Spokane County as an additional insured prior to July 1):

Inside (Bays 1, 2, and 3):	10 x 10 in line - \$835.00 / 10 x 10 corner - \$925.00
Inside (Ag A, C, D, or Bay 4):	10 x 10 in line - \$450.00 / 10 x 10 corner - \$500.00
Outside: Outside booths not fitting into the standard booth sizes listed below will be assessed a charge on square footage as determined by Fair Management.	
15 x 20	\$800.00 - \$900.00
20 x 20	\$900.00 - \$975.00
20 x 40	\$1,500.00 - \$1,625.00
40 x 40	\$2,150.00 - \$2,275.00

## RED / WHITE / BLUE AWARD

Each year, three Red / White / Blue Awards are given to Exhibitors that are determined to be outstanding in their field (Best Outdoor Commercial Booth, Best Indoor Commercial Booth, and Best Food Booth). Exhibitors desiring to participate in the program may register with the Fair Office anytime between June 15 and the first Sunday of the Fair. Fair Management and staff make the final judging decisions and present the awards. A booth can only receive one award per year. The award winner will receive a special rosette, \$100.00 credit towards their next year's Fair fees and a picture of the awards presentation. A special award will also be given to the Commercial or Food Booth utilizing the current year's Fair theme and artwork. The winner will receive \$250.00 credit towards their next year's Fair rental fees or food commission. We encourage all exhibitors to participate and register for the "Best Booth" Competition.

## REFUNDS / SALES AGREEMENTS

If an Exhibitor submits a written notice of cancellation, including the reasons for cancellation, prior to July 1 of the current year, a refund will be issued less a 25% administration charge. No refunds will be made for cancellations after July 1 or for Exhibitors without a Federal Taxpayers Identification Number (TIN). Exhibits removed for breach of contract shall not receive a refund of monies paid.

To maintain good relations with the public and to promote great customer service, all refund situations should be handled in a professional manner. The Interstate Fair does not support or condone a "No Refund" policy for guests of the fair. Exhibitors selling merchandise to the public are to post refund policies clearly on a professionally generated sign that is at least 8" x 10" at the point of transaction. Exhibitors must provide refund information to all customers and give a telephone number and address for them to contact if they have a question. Refund policy must also be stated on the order sheet or in the brochure given to customers. Additionally, exhibitor's policy for credit cards and personal checks should also be visible to fair guests.

## REFUSE

The Fair shall provide garbage services, within reason, at no extra charge to Exhibitors. Lined trash barrels shall be placed in suitable locations throughout the grounds for the collection of trash. Fair staff will remove the garbage bags several times per day based upon the usage and reline the barrels for future collection. The Fair's staff and clean up crews are not permitted to enter or clean booth spaces or exhibits.

## RELATIONSHIP OF THE PARTIES

An independent contractor relationship is created by the completion and approval of a License Agreement. The conduct and control of all premises activity will be the responsibility of the Exhibitor. The Exhibitor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the term of the Agreement. No agent, employee, servant or otherwise of the Exhibitor shall be deemed to be an employee, agent, servant or otherwise of the Fair for any purpose, and the employees of the Exhibitor are not entitled to any of the benefits that the Fair provides for Fair employees.

## RESPONSIBILITY

The Fair will assume no responsibility for Exhibitor's goods, exhibits, or personal property.

## REVIEWS

Various Fair Board members and staff will evaluate Exhibitors. The reviews are used to determine if an Exhibitor is fulfilling their contractual requirements. Exhibitors are reviewed and rated on a scale of very good to poor in the following areas -

Booth cleanliness  
Lighting  
Employee appearance

Friendly and prompt service  
Identifying signage  
Overall impression of the booth

The Commercial Exhibitor review form also lists all items submitted for sale or demonstration on the License Agreement and asks the reviewer to list any products that were not included on the Agreement for possible breach of contract. The Food Vendor review form also asks if a cash register was used by the concessionaire, and if so, could the purchase price be seen by the customer (See CASH REGISTER REQUIREMENTS).

## RV SITES (See Camping)

## SAMPLES

Exhibitors are not permitted to give food and drink away, except in the form of samples, as means of promoting a product being sold. This must be done within the contracted booth space. Prior written notice must be given to the Fair Office when food samples are given away and all Exhibitors giving food samples must conform to Health Department Regulations (See FOOD CONCESSION REGULATIONS / HEALTH DEPARTMENT REQUIREMENTS). Samples are considered one bite or two sips.

## SCHOOL TOURS

The Spokane County Interstate Fair offers free entrance to the Interstate Fair to elementary school groups Friday (Sept. 6) then Monday (Sept. 9) through Friday (Sept. 13) with a reservation. All reservations are to be made with the Fair and Expo Center no later than June 30th by calling 509-477-1766. A letter of conformation must accompany the group to receive entrance into the Fair. Free admission is granted between the hours of 10:00 a.m. to 3:00 p.m. for pre-arranged tours. All groups in vans / cars / buses will park in the South Parking Lot and enter through the STA Gate, except those needing special care that may enter through the Main Gate.

## SECURITY

The Fair has a contracted security firm to assist with patrolling the grounds and assuring the safety of persons. The grounds are monitored 24 hours a day. The security headquarters are located at the Purple Gate. If you need to contact them, you can call (509) 998-4595. All security officers carry radios linking them directly to headquarters. The Fair, its officers and employees cannot and will not accept responsibility and/or liability for any damage or injury resulting from theft, fire, mysterious disappearance, the elements, accidents, or other conditions or causes, whether to exhibits, property of Exhibitors, vehicles on the grounds and articles left therein, or any property of any nature whatsoever. Although Security personnel are assigned to the buildings and various areas of the grounds at specified times, they are unable to watch over each Exhibitor's booth. The Fair assumes no responsibility for materials in the booths. If you have anything in your display that could easily be carried away, we suggest you take it with you when you leave each evening. If an Exhibitor is concerned about his/her merchandise, it is recommended Exhibitors staff their booths when the building/grounds opens to Exhibitors in the mornings for re-stocking and remain in their booths until the building/grounds have been cleared of the public in the evening. The buildings will be secured at closing times and locked as soon as possible. No one will be admitted to the buildings after closing time. Exhibitors are asked to close booths promptly and be out of the building within 30 minutes of closing time. There will be no restocking of booths past the 30 minutes. Security personnel will admit authorized exhibit personnel to the buildings after 9:00 a.m. each day of the Fair for restocking. Identification will be required.

Security is required to check customer identification at the Beer Garden.

## SIGNAGE

All signs on the premises shall be subject to prior approval of the Fair. No hand-written signs will be allowed. All signage must be of a first-class quality. Where price signs are utilized, signs must be small, neat, and inoffensive. Where pictures of food are shown, food should be presented in the same fashion. Signage must be confined to the booth area, not exceeding the width, height, or depth of the booth itself without prior written Fair Management approval. Booth identification signs (John Doe Company) must be at least one foot high and four feet wide. Fair Management shall have the right to require an Exhibitor to remove and improve any sign that is considered undesirable. Food and beverage products shall be well presented with the use of quality point of sale photography (recommended). Menu board(s) shall be used and well placed for easy visibility by the patron. All food stands must have their menus and prices for all food and beverage items on attractive, first-class signs that are readable from a distance of ten feet.

## SMOKING (See Alcohol / Controlled Substances)

## SOLICITATIONS

Begging or soliciting is prohibited. No roving vendor or solicitor, acting from a profit, non-profit, religious, or other organization, or on its behalf, shall be permitted on the grounds. All solicitations for either contributions or sale must be made from within the confines of a booth or display area that has been leased, in writing, from the Fair. Anyone violating this rule is subject to removal from Fair.

## SOUND DEVICES

Food Concessionaires shall NOT use any public-address systems. Commercial Exhibitors may use a public-address system and other sound amplification with written approval from Fair Management. Product or services demonstrations when applicable may use P.A. systems, placing the Exhibitor in the "pitch booth" category, and may be subject to an additional fee of \$50.00 per booth. Public Address System equipment must be of such nature as not to cause annoyance or inconvenience to other Exhibitors or

visitors. Exhibitors with approved public address systems may have their privilege revoked if the noise level becomes too loud. Fair Management shall determine undue noise. Be a good neighbor! No sound devices (record players, tape recorders, loud speakers, etc.) shall be allowed unless they are an integral part of the item(s) on sale.

### **STORAGE UNITS**

A separate parking area for stock trailers and trucks will be available without electrical power. This area is for fixed-base units that will not move the entire run of the Fair. Once parked in this area, vehicles cannot be removed until after the Fair has officially closed on the final Sunday. An area to park food storage / prep vehicles requiring electrical service will be available, however, there will be very limited space. Space will be allocated on a first-come, first-serve basis. This area is not to be used for overnight camping and/or living quarters. Any evidence of such will cause the vehicle to be removed from the area at the owner's expense.

### **SUBLETTING / TRANSFERRING (See Assignment)**

### **SUPPLIERS**

Suppliers wishing to solicit orders for the delivery of merchandise to any Fair Exhibitor shall conduct this business prior to the opening of the Fair. An exhibitor list may be purchased from the Fair Office. For suppliers doing business with three or more vendors, an application shall be made to the Fair Office for vendor passes. A letter on company letterhead, signed by an officer of the company, along with letters from three Exhibitors stating the use of the Company's service during the Fair, must be submitted to the Fair Office. Each supplier is allowed to purchase six (6) ten-day passes, good for one employee each, at a cost of \$10.00 each (prior to August 15 with a photo). A permit fee of \$50.00 will also be assessed each supplier wishing to solicit / service Fair exhibitors and gain truck access. Suppliers that do not service at least three vendors, must receive tickets to access the grounds from the vendors they do supply.

### **TAXES**

Exhibitor agrees to pay all lawful taxes and assessments, including but not limited to the leasehold excise tax which, during the term hereof, or any extensions provided for herein, may become a lien or may be levied by the State, County or City, or any other tax levying body upon the premises herein or upon any taxable interest of Exhibitor acquired by this Agreement, or any taxable possessory right which Exhibitor may have in or to the premises or facilities, or the improvements thereon by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal owned by Exhibitor in or about said premises. Upon making such payment, Exhibitor shall give to the Fair a copy of the receipts and vouchers showing such payment. Provided, that the Exhibitor shall not be deemed to be in default of its obligations under this Agreement for failure to pay taxes pending the outcome of any proceeding instituted to determine the validity of such taxes. Any organization or person selling merchandise, products or other tangible personal property, soliciting sales of tangible personal property for later delivery, charging admission to their area, charging for participation in a game of skill or other amusement activity such as rides or slides, and / or having income or receipts from entering into agreements to lease or rent tangible personal property or real property must have a Washington State sales tax number. Contact the Washington State Department of Revenue; 4407 N Division St Ste 300, Spokane WA 99207 / (800) 647-7706 / [www.dor.wa.gov](http://www.dor.wa.gov). Currently, the sales tax in Spokane County is 8.9%. **Use location code 3213** when completing tax returns and reporting income from the Interstate Fair. Prior to signature by Fair Management, the State sales tax number as well as the Federal Tax Identification Number must be listed on the Agreement.

### **TEAR-DOWN (See Load-Out)**

### **TELEPHONES**

Limited telephone services are available on the grounds. If you would like a phone line connected for your booth, please contact CenturyLink at 1-800-603-6000. Phone lines are first come, first serve. It is recommended that your order be placed with CenturyLink no later than August 15. Any cost incurred in installing phone lines and / or hooking up phones will be the direct responsibility of the Exhibitor. The Fair does not provide telephones for Exhibitors. Pay phones are located in the west end of the Plaza and are TDDY equipped.

### **TIP JARS / TIPPING**

Tip jars in commercial booths and/or food stands are not permitted. Tipping Fair staff is also prohibited.

## TRADEMARKS

Certain words, slogans and graphic symbols have been established to represent the Fair and are the exclusive property of the Fair. These valuable trade names and protected slogans and symbols may not be used without Fair Management's written consent.

## TRADE-OUTS

Trade-outs for booth space will be considered if it is in the best interest of both parties and is approved by Fair Management. No trade-out will be made without the full value to each outlined in a signed Agreement.

## VEHICLES (See Deliveries, Parking, and Storage Units)

## VENDING MACHINES

The Exhibitor shall not operate any vending machine without the prior written approval of Fair Management.

## VENUE STIPULATION

License Agreements have and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to their construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of the Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

## WAIVER

No officer, employee, agent or otherwise of the Fair has the power, right or authority to waive any of the conditions or provisions to the License Agreement. No waiver or any breach of the Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in the Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the Fair to enforce at any time any of the provisions of the Agreement or to require at any time performance by the Exhibitor of any provision hereof shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of the Agreement or any part hereof, or the right of the Fair to hereafter enforce each and every such provision.

## WATER

Drinking fountains are located inside Bays 2, 3, and 4, inside the Plaza, and inside Ag Bldg B by the restrooms. If you need water in your booth (i.e. hot tubs, food vendor) the Fair shall provide water at no extra cost to the Exhibitor; however, exhibitors must provide their own water hoses.

## WILL CALL

For your convenience, tickets and passes may be left at the most southern ticket booth at the Main Gate in "will call" area for your employees / guests to obtain admittance to the Fair. Tickets / passes must be left in a sealed envelope with employee's name and booth name clearly printed on the front. The will call is open from 8:00 a.m. to 8:00 p.m. each day of the Fair. This service is available, as the staff has been instructed that no person will gain entrance to the Fair unless they possess a pass or ticket. Due to the limited availability of staff during the Fair, we will not be able to go to booths to retrieve tickets for guests / employees waiting to get into the Fair.

## FOOD CONCESSION REGULATIONS

### CASH REGISTER REQUIREMENTS:

1. Cash register requirements - Licensee will be responsible for supplying cash registers meeting the minimum standards as listed below -
  - A. Non-resettable grand totals
  - B. Non-resettable Z counter and Z reading
  - C. Registers must have a detail/journal tape and receipt tape
  - D. Registers should print the date and time on the detail tape
  - E. All registers must have two-way displays and must be in plain view of the customers
  
2. Cash register procedures -
  - A. All sales will be rung up on the cash register for the correct amount.
  - B. The cash drawer will be closed following each sale. Continuously open cash drawers or the use of a separate cash box is prohibited.
  - C. The use of a "No Sale" key is limited to three rings per hour. If it is determined that the key is being overused it will be construed as an unrecorded sale and a factored amount will be added to the daily sales.
  - D. Overrings must be recorded on an overring sheet that will be provided and circled on the register tape. It will be necessary to record the machine number, transaction number, amount, and the cashier's signature. This record will document the adjustment to sales.
  - E. Booth operator must remove the detail/journal tape at the end of each day.
  - F. Provision and maintenance of cash registers is the responsibility of the concessionaire. Any problem must be reported to Fair Management in a timely manner.
  - G. An individual designated by Fair Management will be allowed access to the cash registers at any time Fair Management deems it necessary.
  - H. Fair Management reserves the right to place an observer inside any Concession Facility to insure proper cash register procedures.
  
3. Accounting - The Concessionaire must complete and turn in to the Fair Office each day a sales report for the previous day, along with detail/journal cash register tapes and any overring sheets. All records will be presented in an organized format.

**HEALTH DISTRICT REQUIREMENTS:** The Spokane Regional Health District will continue to work with Spokane County Interstate Fair food vendors to ensure safe food products are served to the public. Food Vendors must contact the Spokane Regional Health District to obtain permitting information. To obtain forms for the current year, please contact the Spokane Regional Health District at (509) 324-1560, Extension 2. All forms should be returned to the Spokane Regional Health District.

The Fair hosts three types of food vendors:

1. Temporary Food Event Operators (21 days or less): Applications must be submitted a minimum of 14 days in advance of the Fair to the Health District or a double fee will apply. No permit will be issued if an application is received less than three days prior to the Fair.
  - a. Temporary food service establishment handling potentially hazardous foods (PHF). A PHF is a food or drink that could support the growth of food-borne illness bacteria and includes meat, fish, poultry, dairy, potato and pasta products, dry legumes, rice, sprouts, and cut melons/cantaloupes. The categories of TFE permits and the length of time they are valid varies.
  - b. Temporary food service establishment handling non-potentially hazardous foods. This permit is also valid for only one event and cannot exceed 21 days.
  - c. Food Demonstrators are vendors distributing bite size samples of commercially packaged foods.
2. Annual Permit Operators: A menu of all food items that will be served including condiments, beverages, ice, produce, etc., as well as any changes in equipment that may affect the operation must be submitted to the Health District prior to the Fair.
3. Mobile Food Operators: All units must have Washington State Labor and Industries approval prior to operating at the Interstate Fair. Please call 324-1560, Extension 2 for review and approval information. A menu of all food items that will be served must be submitted prior to the Fair.

All food equipment and foods shall be protected from potential contamination by using overhead covers and adequate flooring throughout. Adequate sinks are required, depending on the menu. As most Fair vendors are temporary food establishments, the following TFE Revisions have been included:

The owner of a food establishment must obtain a permit from the Spokane Regional Health District prior to opening. A food establishment is defined as a place, location, operation, site, or facility where food is manufactured, prepared, processed, packaged, dispensed, distributed, sold, served, or offered to the public regardless of whether or not compensation for food occurs.

On December 19, 1996, the Spokane County Health District Board of Health passed a revision to the District Rules and Regulations for Food Service Establishments, which will affect the vendors under the permit categories listed above. The revision included the following:

1. To adequately process a permit to operate, the application is to be submitted to the District a minimum of 14 days prior to the date of opening.
2. A penalty fee of 100% of permit fee shall be charged for applications received less than 14 days from the date of opening.
3. No permit will be issued for applications submitted less than three days prior to the date of opening.
4. Temporary food event booths must be properly constructed and equipped in order to open. The permit will not be issued to the operator if the booth is found to be incomplete.
5. A hand wash sink connected to a potable water supply and sewer shall be provided at each temporary food event booth that is handling raw meat, fish, or poultry.
6. A three-compartment sink with running water for the purpose of cleaning utensils shall be provided by the food vendor at all temporary food events when: Equipment or utensils are re-used on site; or the event occurs for two or more days.
7. No more than five vendors handling raw meat, fish, or poultry can share a utensil sink and the sink is to be within 200 feet of the booths being served.
8. A separate food preparation sink and area for preparation shall be provided for produce prepared on site.
9. The cooking of raw meats greater than one inch in thickness is prohibited on site, unless otherwise approved.
10. Floors in food preparation areas shall be nonabsorbent, smooth, and durable (e.g. tight grain wood, sheet vinyl, concrete, blacktop). Grass, dirt, gravel, or similar surfaces is not allowed – floors must be properly covered.
11. An overhead cover is to be provided for outdoor events that is wind resistant, waterproof, and extends over all food preparation, storage, and service areas. The covering shall be in compliance with the jurisdictional fire protection agency.
12. At outdoor events, walls shall be constructed so they can be quickly, effectively, and securely closed against undesirable conditions (e.g., wind, rain, dust, etc.).
13. At the time of a routine inspection of a temporary food event operating for two or more days, any critical violation per the SRHD enforcement policy, will result in a re-inspection at a fee.
14. At the time of a routine inspection of a temporary food event operating for two or more days, any observation of a repeat violation from the previous event the operator participated in, will result in a re-inspection fee.
15. Any repeat violation observed at the time of a re-inspection of a temporary food event vendor will result in a follow-up inspection.
16. Any repeat violation observed at the time of a follow-up inspection of a temporary food event vendor will result in a permit suspension.

**SPOKANE COUNTY INTERSTATE FAIR REQUIREMENTS:** The Fair requires that the vendor maintain and operate the premises in a first-class manner and shall keep the premises in a safe, clean, orderly and inviting condition at all times satisfactory to the Fair. All food, drinks, beverages, confections and other items sold or kept for sale shall be of high quality, wholesome and pure, and must conform in all respects to applicable federal, state and local laws, ordinances and regulations.

