

# NORTH CENTRAL WASHINGTON DISTRICT FAIR

P.O. Box 460, Waterville, WA 98858-0460  
509-745-8480 • (Fax) 509-745-8630

## FAIR EXHIBITOR AGREEMENT

This Agreement is made this day and between Douglas County, through its North Central Washington District Fair Board (the "County"), and the undersigned Exhibitor (the "Exhibitor"), known as:

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WHEREAS, the County owns, maintains and operates the North Central Washington District Fair (the "Fair") and fairgrounds at Waterville, Washington, through the Fair Board, and the Exhibitor wishes to contract with the County for the privilege of maintaining an exhibit at the Fair;

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth below, the parties hereby agree as follows:

### ARTICLE I - GRANT OF LICENSE

1.01 **Grant of License.** The County hereby grants to Exhibitor and the Exhibitor hereby accepts from the County, the license and privilege of maintaining an exhibition at the Fair, as described below. The privilege granted to Exhibitor is limited to the license described and shall not extend to other activities, areas, days or times of operation.

1.02 **Location.** The Exhibitor shall operate from: County shall not be obligated to make any repairs or alterations to the Exhibitor's operating location.

1.03 **Utilities.** Utilities furnished to Exhibitor are [ ] None [ ] Electricity [ ] Water.

1.04 **Scope of Activities.** Exhibitor shall not engage in sales to the public on, about or from the Fair premises, unless specifically authorized by this Agreement. Activities by Exhibitor are limited to the following:

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1.05 **Protection of Image and Integrity of Fair.** The Fair Board and the Fair Manager shall have the right to examine and view any and all display advertising, written materials, merchandise or goods of Exhibitor and, in their sole discretion, reject the same and direct Exhibitor to withdraw them from the Fair. If Exhibitor does not withdraw rejected advertising, materials, merchandise or goods, then the Exhibitor will be ejected from the Fair and this Agreement immediately terminated.

1.06 **Days and Hours.** Exhibitor shall operate its exhibition during all hours the Fair is open to the public on Thursday through Sunday, inclusive. The Fair shall be open to the public on Thursday and Saturday from 10:00 a.m. to 9:00 p.m., on Friday from 10:00 a.m. to 10:30 p.m., and on Sunday from 10:00 a.m. to 6:00 p.m. Inclement weather shall not affect Exhibitor's obligations under this Agreement and Exhibitor shall not open late or close early on any day of the Fair due to inclement weather. Exhibitor shall maintain sufficient employees and inventories of merchandise and supplies to permit full operation during all days and hours the Fair is open to the public.

### ARTICLE II - TERM OF AGREEMENT

2.01 This Agreement shall be for the North Central Washington District Fair to be held during August of 20\_\_\_. Either party may terminate this Agreement, without cause, on ninety (90) days prior written notice to the other party. The Exhibitor shall set-up all stands, equipment, supplies and other property no

more than twenty-four (24) hours before the Thursday opening of the Fair and shall remove the same within four (4) hours after the Sunday closing. Disassembly shall not be permitted until after the Sunday closing.

### ARTICLE III - EXHIBITOR FEE AND PAYMENT

3.01 **License Fees.** The Exhibitor shall pay a licensing fee for exhibitor participation during the Fair based upon \$16.00 per frontage foot for outside exhibitor areas and \$26.00 per frontage foot for exhibitor areas inside the Community Hall.

[ ] Outside Exhibitor Area [ ] Inside Community Hall

Total Front Footage \_\_\_\_\_ Total Licensing Fee \$ \_\_\_\_\_

3.02 **Payment of Fees.** The Exhibitor shall pay the licensing fee to the County prior to the exhibitor's set-up for opening day of the Fair. Payment shall be made by cash, cashier's check, money order or business check. NO PERSONAL CHECKS WILL BE ACCEPTED.

3.03 **Security Deposit.** Upon signing this Agreement, the Exhibitor shall pay a deposit in the amount of \$\_\_\_\_\_ to the County as security for its performance of all terms and conditions of this Agreement.

### ARTICLE IV - INSURANCE

4.01 **Insurance Required.** The Exhibitor shall, at its own expense, obtain and continuously maintain public liability insurance and property damage insurance with such insurer or insurers as shall be acceptable to the County. Any deductibles, stop loss provisions, and/or exclusions contained in such policies must be approved, in writing, by the County. The minimum limits of liability protection required are:

- General Commercial Liability - One Million Dollars (\$1,000,000)
- Personal Injury/Advertising Injury – One Million Dollars (\$1,000,000)
- Products- Completed Operations - One Million Dollars (\$1,000,000)
- Property Damage - Two Hundred Fifty Thousand Dollars (\$250,000)
- Vehicle Liability - One Million Dollars (\$1,000,000)

4.02 **Additional Insureds and Certificate.** The County, its departments, elected and appointed officials, employees and agents, and the North Central Washington Fair, its directors, appointed officials, employees, agents and volunteers, shall be named as additional insureds on such policies. Such insurance shall be primary insurance and any insurance, self-insured retention, deductibles or risk retention maintained or participated in by the County shall be excess and not contributory to insurance required. Such liability insurance policies will be endorsed to show this additional coverage. Such policies of insurance shall not be subject to reduction in coverage or cancellation without thirty (30) days prior written notice to the County. The Exhibitor shall provide a Certificate of Insurance, with endorsements attached, to the County as evidence of its compliance with these insurance requirements. Failure to provide proof of insurance as required prior to set-up shall result in the County's immediate withdrawal of Exhibitor's privilege to maintain a concession at the Fair.

### ARTICLE V - USE CONDITIONS

5.01 **Fair Regulations.** The Exhibitor shall comply with all rules and regulations adopted by the North Central Washington District Fair Board, which are hereby incorporated by this reference as though fully set forth, and as may be amended in the future.

5.02 **Bodily Injury and Property Damage Prevention.** The Exhibitor shall take all precautions to avoid bodily injury to persons or damages to property and the Fair facilities caused by its operations or by its

employees, agents, and customers.

**5.03 Trash and Refuse Removal.** The Exhibitor shall maintain the areas within, adjacent to and surrounding its operations in a neat and clean condition as a result of its operations and by its employees, agents, and customers. The Exhibitor shall pay the County for the cost of any clean-up and removal of trash left upon the Fair facilities as a result of its use.

**5.04 Health, Safety and Other Regulations.** The Exhibitor shall obtain all necessary permits and comply with all applicable federal, state and local laws, ordinances, rules, regulations and orders for the safety and health of its employees, agents, and customers, including those pertaining to discrimination and disabled persons.

**5.05 Accident Reporting.** The Exhibitor shall immediately report to the County and Fair any bodily injury sustained by its employees, agents, and customers and any damage to fairground facilities and/or property of third persons occurring during its operations at the Fair using the County's report form.

**5.06 Audit.** The County shall be entitled to inspect Exhibitor's operations at the Fair, audit or otherwise determine Exhibitor's compliance with all requirements of this Agreement and audit all sales records of Exhibitor.

## **ARTICLE VI - INDEMNITY**

6.01 The Exhibitor shall indemnify, defend and hold the County (including its departments, elected and appointed officials, employees, and agents, and the North Central Washington District Fair, its directors, appointed officials, employees, agents and volunteers) harmless from and against any and all claims, damages, losses and expenses, including attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are caused in whole or in part by an intentional or negligent act or omission of the Exhibitor, its employees, agents or customers. This indemnification obligation of the Exhibitor shall not apply in the limited circumstance where the claim, damage, loss and expense is caused by the sole negligence of the County. This indemnification obligation of the Exhibitor shall not be limited in any way by the application of any workmen's compensation acts, disability benefit acts or other employee benefit acts and the Exhibitor hereby expressly waives the protection afforded by such laws. The foregoing indemnification obligations of the Exhibitor are a material inducement to County to enter into this Agreement, are reflected in the negotiated concession fees, and have been mutually negotiated.

Exhibitor initials acknowledging indemnity terms required \_\_\_\_\_

## **ARTICLE VII - GENERAL PROVISIONS**

**7.01 Time.** Time is of the essence of this Agreement.

**7.02 Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

**7.03 Termination for Cause.** The County may immediately terminate this Agreement by written notice to the Exhibitor in the event of any failure by the Exhibitor to comply with the terms and conditions of this Agreement and where such non-compliance presents a risk of public safety, bodily injury or property damage.

**7.04 Conflict.** The terms and provisions set forth in this Agreement shall take precedence over conflicting terms and conditions incorporated by exhibit or reference.

7.05 **Governing Law, Venue, and Attorney Fees.** This Agreement shall be governed exclusively by the laws of the State of Washington. Any court of competent jurisdiction in Douglas County, Washington, shall be the sole proper venue for any and all actions brought to enforce or interpret this Agreement. Each party shall pay its own attorney's fees and costs incurred in any such action.

7.06 **Assignment.** The Exhibitor may not assign its rights or delegate its duties under this Agreement. Any such attempted assignment or delegation shall be void and shall constitute a material breach entitling County to immediately terminate this Agreement.

7.07 **Entire Agreement/Modification.** This Agreement constitutes the entire agreement between the County and the Exhibitor. There are no understandings or agreements between County and the Exhibitor other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either party to enter into this Agreement. This Agreement may only be modified in a writing signed by the parties.

EXHIBITOR

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Owner or Authorized  
Officer on Behalf of Exhibitor

Business Name: \_\_\_\_\_

Street Address or Box: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

UBI Number: \_\_\_\_\_

UBI must be included for contract to be accepted

NORTH CENTRAL WASHINGTON DISTRICT FAIR

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Fair Manager

DOUGLAS COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS

Date: \_\_\_\_\_

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice-Chair

\_\_\_\_\_  
Commissioner