



Commercial Vendor Manual

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**WELCOME
COMMERCIAL VENDORS
to the TULELAKE-BUTTE VALLEY FAIR!**

We look forward to fun and successful year working with you and your staff. Listed below is some **IMPORTANT** and **HELPFUL** information regarding this year's fair. Please review this information with all of your staff. This will ensure the success of this year's event. If you have any questions or concerns, please do not hesitate to contact us. The fair office number is 530-667-5312 or you can email tulefair@cot.net for more information.

MISSION STATEMENT

To be the hub of our rural, agricultural community showcasing the best of the people we serve and pursuing excellence as we provide for social, educational and historical needs!

FAIR STAFF & CONTACTS

CEO	Nancy Sites
Office Secretary	Beckie Alvarez
Maintenance Department	Dave Kandra

GENERAL FAIR INFORMATION

This section is designed so that you will know what is happening, when and where. Please check the program and the daily schedules for additional information. We hope that you are able to enjoy the fair in its entire capacity.

Fair Dates: September 5-8, 2019 (Thursday through Sunday)

Location/Mailing Info: Tulalake-Butte Valley Fairgrounds/10-A District Agricultural Association
800 S. Main Street, P.O Box 866 Tulalake, CA 96134

Phone/Fax: Phone: 530-667-5312 Fax: 530-667-3944

Website: Website: www.tbvfair.com

Office Hours: The office will open from 8:00 AM to 6:00 PM during fair week. The office number is 530-667-5312. Should you need to reach someone after those hours please contact Nancy Sites 503-871-1506.

GUEST SERVICES STANDARDS

All Fair board of directors, employees, exhibitors, concessionaires, contractors, vendors and volunteers are members of our TBVF All-Star Service Team. As part of the TBVF All-Star Service Team, we strive to create an environment that is welcoming, entertaining, educational and safe. Our guests come first and we show our appreciation by providing courteous service, exceeding their expectations, and acknowledging that without our guests, we would not be here. As a member of the team, we depend on you to help us meet our goal of providing quality service to our guests. Remember to treat guests as you would like to be treated, and that sometimes the smallest gesture of kindness means the most. Should you find a guest that needs assistance please direct them to the fair office or the Information Booth located just inside the main entrance of the fairgrounds.

YOU ARE A MEMBER OF THE TBVF ALL STAR SERVICE TEAM!

VENDOR MANUAL DEFINITIONS

As used in this agreement, the following terms shall have the respective meanings indicated:

DAA	10-A, Tulelake-Butte Valley Fair, which sets policy for and produces the annual fair
Contract	The Rental Agreement which authorizes vendor to conduct business at the Tulelake-Butte Valley Fair.
Fair	Annual Tulelake-Butte Valley Fair
Fairgrounds	Tulelake-Butte Valley Fairgrounds
Fair Management	The Fair Manager (DAA CEO) or other appointed representative and/or authorized delegate
Vendor	Contractor, as referenced in the Rental Agreement, their officer, agents, employees, volunteers and vendor related invitees

1. PURPOSE AND SCOPE

The purpose of this Vendor Manual is to provide clear understanding of the rules, policies and procedures in regards to concession operations during the annual Tulelake-ButteValley Fair.

Every Vendor is required to know and abide by these rules and regulations. Every Vendor is responsible for assuring that all vendor members know and abide by these rules and regulations. Additional copies of this manual are available upon request from the Administration Office.

DAA and Fair Management reserve the right to amend, add to and interpret the following rules and regulations and to determine finally all questions and differences with respect to them arising out of, connected with, or incident to the Fair.

2. CONDUCT

Vendors shall operate strictly within the limits of their assigned space, not in the aisles or roadways. Vendors shall ensure that all officers, agents, employees, and vendor-related invitees are clean, orderly and polite in their conduct and speech and that the assigned space is kept clean with no accumulation of trash, paper, or other combustible material.

3. RENTAL AGREEMENTS

A. CONTRACTS - Every Vendor must have a written and signed Rental Agreement with the Vendor's activities. DAA reserves the right to cancel all contracts of any kind should an Act of Providence such as war, riot, fire, flood, storm, or pestilence prevent the holding of the Fair in whole or part. Any and all county, state or federal licenses, inspections or permits required for the installation or operation of Vendor's booth shall be obtained by Vendor, at its expense, prior to noon on Wednesday, September 4, 2019.

B. ANNUAL PARTICIPATION - Contracts are issued on an annual basis and do not indicate participation in any future Fairs or events sponsored either in whole or part by the DAA. Contracts, spaces and related privileges are not transferable.

C. CANCELLATION OF CONTRACT - If this contract is canceled by Vendor for any reason, rental paid; except for the \$50 deposit to DAA by Vendor shall be refunded as follows, ONLY if the fair can resell the space:

1. If Vendor cancels 60 days or more prior to opening day – 75% of the amount paid may be refunded; 30 – 59 days prior to opening day of fair – 50% of the amount paid may be refunded. No refunds will be made if cancellation is made less than 30 days prior to the opening day of the fair. All requests for refunds must be made in writing and are subject to the approval of the Fair Management and/or the Board of Directors.

2. Failure to comply with the terms of this Rental Agreement shall be deemed to be a cancellation by the vendor. This includes but is not limited to; no further response, mailings returned as undeliverable, no forwarding address, and inability or failure to make or complete payments.
3. The \$50 contract deposit is non-refundable under all circumstances.

The forfeited funds constitute liquidated damages for the direct and indirect costs incurred by DAA in organizing, setting up and providing a space for Vendor and expenses caused by Vendor's withdrawal, including re-letting the space. Vendor agrees DAA's actual loss and damages for Vendor's default may be difficult to ascertain, that DAA's collection and retention of this sum represents a reasonable estimation of its actual loss, and that this provision does not constitute a penalty.

D. DELAY OR CANCELLATION OF FAIR –DAA shall not be liable for any damage or expense incurred by Vendor in the event the Fair is delayed, interrupted or canceled. If the Fair is canceled for any reason, DAA may retain as much of the rental paid by Vendor as is necessary to cover expenses incurred by DAA.

E. SECURITY FOR RENTAL - Vendor hereby grants to DAA a security interest in all of Vendor's merchandise and exhibit materials, including, but not limited to, raw materials, work in process, materials to be used or consumed in Vendor's exhibit, inventory, equipment, and the products and proceeds thereof, to secure payment and performance of any and all of Vendor's obligations specified herein. In addition to all other remedies, DAA shall have the right to take possession of said property without notice or demand and without legal proceedings in the event of Vendor's default under this Contract. DAA shall not be responsible for the deterioration or spoilage of any such property. DAA shall have the right to dispose of the security in a commercially-reasonable manner. Any sale proceeds shall be retained by DAA and applied to costs of repossession and/or foreclosure including attorney fees, storing and selling the property, and the unpaid rental due from Vendor for the entire Fair. Any excess proceeds shall be disbursed to Vendor.

F. ATTORNEY FEES - If any action is brought to enforce the terms of this Contract, the prevailing party shall be entitled to attorney fees from the losing party in an amount as may be adjudged reasonable by the court, including an appeal.

G. VENUE - Any action brought to enforce this Contract shall be filed in Siskiyou County, California.

H. GOVERNING LAW - This Contract shall be governed by and construed in accordance with California State Law.

I. ASSIGNMENT - DAA may sell, assign, or transfer any or all of its rights, benefits, privileges, obligations, or duties under this Contract without prior notification to Vendor. Vendor may not sell or sublet their assigned space under the terms of this agreement with DAA.

J. DAMAGES - Vendor agrees to return said premises and the area to which it has access in the same condition as the premises were before the use of the same was permitted. Ordinary wear and tear, damage by the elements, acts of nature or casualties beyond the control of the Vendor is an exception to this rule. The Vendor 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 this agreement, by the Vendor for restoring the premises to a condition equal to that which existed at the time the participant took possession.

K. UNAUTHORIZED PRODUCTS - If a Vendor substitutes or adds any prizes, giveaways, products, or services that have not been approved by Fair Management and/or deletes any such items approved by Fair Management, it is a material breach of the contract and DAA may terminate the contract immediately upon notice to Vendor of the violation. Items must be removed immediately. The Vendor may not be granted future contracts by DAA.

The following statute will apply to all exhibitors at the Fair:

The demonstration and/or sale of the following products during the Fair are strictly prohibited: firearms, weapons, blow guns, blow gun darts, explosives, drug paraphernalia, the sale of any items that promote or glorify drug use, combustibles, laser pointers, spud (potato) guns, stink bombs and any other items which the DAA deems to be dangerous, obscene or highly offensive.

L. SUPPLIER OR SPONSOR PRODUCTS - Space, products and signage is limited to the name of Vendor and the primary products as established on the contract. Suppliers or sponsor company products or names cannot be used without advance approval by DAA (example: Pepsi, Maytag, etc.)

M. UNLAWFUL BUSINESS PRACTICES - DAA will use every precaution to guard against unlawful business practices in any form. A violation of this rule will cause the forfeiture of all contract money paid, or expulsion from the grounds, or both, as DAA may direct.

N. PAYMENT INFORMATION –

- a) A \$50 non-refundable deposit is due immediately upon execution of agreement but no later than date stipulated on face of contract to reserve the vendor booth space.

- b) Insurance fees must be paid by August 1.
- c) Vendors not meeting items "a" and "b" will forfeit their space and it will be rented to a new vendor. There will be NO EXCEPTIONS to this policy.
- d) The remaining contractual fees must be paid in full at the conclusion of the fair.
- e) Payment for space must be made payable to "10-A District Agricultural Association" as stipulated in contract.
- f) Payment due for booth fees, insurance, etc. made after September 1st will be accepted in the form of cash, cashier or bank check, money order, credit card (Visa, MasterCard or American Express) only. **No checks will be accepted after September 1.**

No Vendor shall distribute advertising matter, handbills, fliers, tokens or other material on the Fairgrounds except from an assigned booth or display space. The tacking or positioning of any advertisement, bill, sign, banner, or printed matter other than within the assigned space is strictly prohibited. No Vendor shall solicit or distribute such material in aisles or while roving the grounds. Anyone violating this rule is subject to removal from the grounds.

4. LIABILITY / INSURANCE

A. LIABILITY INSURANCE – When returning signed contract, all vendors must provide one of the following:

- 1) CSFA insurance number.
- 2) An acceptable Certificate of Insurance meeting all requirement of the State of California including, but not limited to, public liability coverage of not less than \$1,000,000 CSL, dates of inceptions and expiration, a 30-day cancellation clause and required additional insurers with the exact wording naming **“The State of California and the 10-A District Agricultural Association as additional insured.** The acceptable wording is as follows; **“The State of California, the 10-A District Agricultural Association, their agents, directors, officers, servants and employees are made additional insured, but only insofar as the operations under this contract are concerned.”**
- 3) \$105.00 for vendors to cover purchase of insurance through the California Fair Services Authority.
- 4) The Certificate of Insurance must be received by the fair office no later than August 1st.
- 5) The 10-A DAA is not responsible for any theft/loss of a vendor’s display and or merchandise.

5. EMERGENCIES AND SECURITY

A. EMERGENCY OR INCIDENT-REPORTING PROCEDURES – Tulelake-Butte Valley Fair is confronted with various emergency situations and hazardous conditions during the annual event. Fair Management needs to be immediately informed of accidents and incidents that occur during the Fair. A report form in the Administration Office must be filled out by a Vendor that observes any of the following: injury or accident to a person or property, verbal threats, violence, theft, fire, or hazardous condition of any kind. The Fairgrounds has an emergency and security network that can respond within minutes to any incident that may occur. Vendors should acquaint themselves with the location of fire extinguishers, first aid. Good judgment is essential in any emergency. Remember that all incident reports must be filed with the Fairgrounds Office.

B. BUILDING AND GROUNDS SECURITY – The 10-A DAA assumes NO responsibility for material left in the booths. If you have anything in your display that could be carried away, it is suggested you take it with you when you leave each night.

6. VEHICLES/TRAFFIC PROCEDURES

A. RV PARKING - A limited number of RV spaces with electrical and water hookups are available. RV spaces are allocated on a first-come, first-serve basis and located in the RV Camping area only. The fee for RV parking is \$150 for the week of fair. 30 Amp Electric and water hook-ups are available.

B. VEHICLE PARKING - Each vendor will receive no more than 5 complimentary parking passes to be used in the daily Vendor parking lot. Additional parking passes may be purchased at the Fair Office. **Absolutly NO vehicles will be permitted to park in the RV Park.**

C. SUPPLY TRAILER PARKING & DAILY UNLOADING-

- a. **Vendor Supply Trailer/Van Parking:** All vendor supply trailers and/or storage vans must be parked in the designated ATrailer Parking Area@ located in the South Fair Parking Lot on the far west side of the parking lot. Absolutely NO STORAGE TRAILERS and/or STORAGE VANS will be allowed to park in the fair patron parking lots.

- b. **Supply Vehicle Parking:** Supply trailer parking will be available on a limited first come first serve basis in the RV Camping area. Supply trailer parking permits can be purchased through the fair office. The cost is \$100. Parking permits are valid from Monday September 2 thru Monday September 9.
 - c. **Supply Vehicle Daily Fair Entry Policy:** All vehicles must be outside the gates by 9:00 a.m. Thursday through Sunday of the fair. After that time no vehicles will be allowed to remain inside the gates. No vehicles will be admitted inside the gates after that time.
- D. SKATEBOARDS, ETC.** - No skateboards, roller skates, roller blades, bicycles, scooters, motorcycles or similar recreational vehicles are allowed on the grounds. Golf carts and other motorized transportation may be authorized by Fair Management with prior approval.

7. DELIVERIES & STORAGE

A. DELIVERIES - Management is not responsible for lost or stolen packages. All deliveries will be accepted at the DAA in the Main Office.

1. **PRE-FAIR** When shipping products to the Fairgrounds, it is Vendor's responsibility to instruct the cartage company to hold delivery until specific dates.
2. **DURING FAIR** - All deliveries on grounds must be prior to 11:00 a.m. daily.
3. **C.O.D. FREIGHT** –Vendors receiving C.O.D. packages must make arrangement with Administration office prior to delivery if they are unable to be present. DAA is not responsible for payment or collection from Vendor in regards to packages.

B. STORAGE AFTER FAIR - Storage of materials is not available on the Fairgrounds after the Fair. If Fair Management determines that space will be made available for this purpose, an interim storage agreement must be signed and an appropriate fee paid.

8. BOOTH LIMITATIONS

The booth is to be used solely by the Vendor and no portion shall be sublet or assigned without prior written permission by DAA. Vendor recognizes that it is a tenant of the booth and thus should Vendor not enter into a lease with the DAA for subsequent Fairs, Vendor shall not assign or in any way transfer the booth, but rather acknowledges that any other booth tenant must negotiate directly with DAA.

9. VENDOR SPACE SET-UP AND RESTOCKING

A. SET UP - Prior to Fair, Vendor may commence set-up of booth as outlined below. For days and times to begin earlier set-up or repair, permission from Fair Management is required. Remember, all electrical work must be approved by the Tulalake-Butte Valley Fair Management.

1. Set-up is available from 9:00 a.m Tuesday, September 3 through 8:00 p.m. Wednesday, September 4, 2019.

B. SET UP COMPLETION - Set up must be completed no later than 8:00 p.m. on Wednesday, September 4, 2019. If a Vendor is not completed and open for business by 10:00 a.m. on Thursday, the Vendor will be in breach of the contract and may be subject to immediate cancellation of all rights and forfeiture of all monies paid, at the sole discretion of the Fair Management. Fair Management will not, under any circumstances, permit a Vendor to work on the installation of their booth during the hours the Fair is open to the public.

C. EXPENSES AND SET UP - Vendors are responsible for all their own expenses incurred in connection with decoration, equipment, or occupancy of the assigned space, with the exception of electrical power provided with the booth or as stated in the contract. Any work performed or demonstration of products that produce dust or spraying of materials must be shielded behind a heavy plastic or glass enclosure to prevent dust or other materials from being distributed on other vendors or persons.

D. LAST DAY OF FAIR RELEASE - All vendor materials must remain in place the entire length of the Fair. NO VENDOR IS PERMITTED TO REMOVE THEIR DISPLAY PRIOR TO 7:00 p.m. ON SUNDAY, SEPTEMBER 8, 2019.

Vendors will be allowed to remove items from their allotted space(s) after all pedestrian traffic is reduced to a safe number. All vendor booths and materials must be removed by 5:00 p.m. on Monday, September 9, 2019.

10. HOURS OF OPERATION

A. PUBLIC HOURS - ALL VENDOR BOOTHS - Following are the required hours of operation during which booth spaces are open to the public.

Thursday - Saturday, September 5-8, 2019	10:00 a.m. to 10:00 p.m.
Sunday, September 8, 2019	10:00 a.m. to 7:00 p.m.

11. STAFFING

A. GATE ADMISSION/PARKING FEES:

1. DAA will provide to Vendors, at no charge, free "Pay What You Can" stickers for fair admission. (Number to be approved by fair management). Each vendor will receive no more than 5 all-week complimentary parking passes to be used in the Vendor parking lot. Additional parking passes may be purchased at the Fair Office
2. Any attempt on the part of the Vendor to sell, exchange, barter or gift any privilege of admission or parking passes issued by the DAA will be sufficient cause for cancellation of the contract and removal from the property. All passes allotted are specifically for the use of Vendor staff only.
3. Vendor passes are only available at the Administration Office and will NOT be mailed unless requested.
4. Purchase of additional parking passes after September 1st will not be accepted by check. After September 1st, payments will only be accepted in the form of cash, cashier or bank check, money order or approved credit card VISA, Discover or MasterCard.

B. STAFFING YOUR BOOTH - During the official open hours of each day of the Fair, all vendor booths must be open to the public. No one is allowed to stay overnight in a booth. If any Vendor fails or refuses to abide by these rules, DAA reserves the right to terminate the contract and to take possession of the vendor booth. In the event of a breach of contract, DAA will not return advance payments to the Vendor and may seek other remedies.

In addition to the other actions described above, Vendors who do not follow these staffing guidelines may not be invited to participate in the 2020 Fair.

*** LOST OR STOLEN PASSES WILL NOT BE REPLACED UNDER ANY CIRCUMSTANCES ***

E. WILL-CALL PROCEDURES - The Administration Office will not allow Vendors to leave "will call" passes.

12. BOOTH OPERATION REQUIREMENTS

DAA reserves the right to restrict or remove Vendors from the Fairgrounds without refund if any representations made by vendor in this manual and agreement are false or if vendors exhibit is deemed, by DAA, unsuitable or objectionable. This restriction applies to, but is not limited to, noise (i.e.: public address systems), objectionable conduct, distribution and/or display of offensive matter.

A. REFUNDS AND SALES AGREEMENTS - Vendor must post its policy regarding refunds on merchandise within the assigned booth space so that it is visible to patrons. Additional refund information, which may include a telephone number and address for patrons to contact must be available upon request.

B. SOUND DEVICES - No sound device (record players, tape recorders, etc.) shall be allowed unless they are an integral part of the items on sale or display Vendors desiring to use public address systems or other sound making devices must obtain advance written approval by Fair Management. Approval may be revoked at any time if the noise level is objectionable in the judgment of Fair Management.

Volume of any sound device or vocal pitch sales must not interfere with the activities and sales of other Vendors. The calling of people from the aisles or from other booths is strictly prohibited.

GIVEAWAYS - Giveaways and giveaway items (pens, key chains, pencils, balloons, etc.) must be approved in advance by Fair Management.

13. ADVERTISING MATERIALS AND SIGNS

The aisles, passageways and overhead space remain under the control of the DAA and no signs, decorations, banners, advertising or exhibits will be permitted in those areas, except upon prior written permission of DAA.

Signs may not extend into the aisles, and must be confined to the booth area. Distribution of brochures or promotional materials may be handed out from the assigned space only.

A. HANDMADE SIGNS - All vendor signs must be of professional quality as determined by Fair Management.

B. PRICE LISTS – If posted, must be legible and visible to all Fairgoers.

14. MISCELLANEOUS

A. ANIMALS - No dogs or other pets are allowed on the Fairgrounds except those pre-entered into exhibit competitions or assistance dogs (example: dogs that assist the blind or hearing-impaired).

B. ALCOHOLIC BEVERAGES / ILLEGAL SUBSTANCES - Vendor, its employees, agents and guests shall not consume any alcoholic beverages nor use illegal substances at the Facility (including the parking lot). Violation of this section will be grounds for immediate termination of this Agreement (including forfeiture of all rental paid and owing). Additionally, those persons violating this policy will be asked to immediately leave the Fairgrounds.

C. PHOTOS/VIDEO TAPING - DAA reserves the right to photograph and video tape any vendor and products while vendor is participating at the Tulelake-Butte Valley Fair. All such photographic and video material shall become the sole ownership and contain all rights to use of The Tulelake-Butte Valley Fair and Vendor hereby waives any rights of use, royalty, or other intellectual property rights related to the media or its future use by the DAA.

D. SMOKING POLICY - Smoking is strictly prohibited near food areas, grandstand area and inside buildings at the Tulelake-Butte Valley Fair. Smoking is allowed in the parking lots, at least 20 feet from any gate.

E. ADDRESS AND TELEPHONE NUMBER CHANGES - Vendor must immediately notify DAA of any address or telephone number changes. Fair Management will not be responsible for loss of any correspondence or contracts due to non-notification.

F. RETURNED CHECKS - A \$50.00 fee will be charged on all checks returned by the Bank. Vendor shall then be required to pay all fees and applicable charges in cash or cashier's check. Any Vendor whose check is returned risks cancellation of contract.

G. TIP JARS/DONATIONS - There will be no placing of "tip" jars on any stand or the soliciting of "tips" anywhere on the grounds. Soliciting donations is prohibited on the Fairgrounds.

H. EMPLOYEE DISCOUNTS - Vendors are not expected to offer nor are they obligated to extend free or discounted merchandise to employees and directors of the Tulelake-Butte Valley Fair. Vendors are encouraged to notify the Fair Management if they are approached by anyone asking for free or discounted merchandise or food.

I. RELEASE / DISCLOSURE - Vendor irrevocably consents to and authorizes DAA the use by DAA, anyone authorized by DAA of my name, likeness, voice, picture, video, business address, business telephone and electronic address for any business purpose. DAA does not release this information for profit or sale. We further disclose that all requests for vendor information are screened by DAA staff for accuracy and privacy purposes.

J. LOCAL SALES TAX RATE - The sales tax rate for transactions at the Tulelake-Butte Valley Fair is 7.5%.

K. CALIFORNIA STATE DEPARTMENT OF REVENUE - All concessionaires must possess a valid Seller's Permit. Concessionaires are required to provide their Seller's Permit number to the DAA. Temporary permits may be applied for. Contact the California state Board of Equalization for information and forms at <http://www.boe.ca.gov> or by calling 800-400-7115

L. CONFLICT OF INTEREST – Vendor certifies that no employees or officials of Siskiyou County, DAA have any known interest, financial or otherwise in the vendor booth.

M. EQUAL OPPORTUNITY – No person shall, on the grounds of race, color, religion, sex, disability, national origin, age, sexual orientation, marital status, political affiliation or belief, be denied employment or benefits, or be discriminated against as a consumer, administrator or staff person under any program or activity receiving funds under this Contract.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in admission or access to any program or activity.

Vendor agrees to provide equal opportunity in the administration of the contract and its subcontracts or other agreements.

N. ALTERATIONS TO CONTRACT – No alterations of conditions of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreements not incorporated herein and no alteration or variation of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties.

O. SEVERABILITY – If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which shall otherwise remain in full force and effect, provided that this Contract must be construed to give effect to the Parties' intent.

P. CAPTIONS – Captions and paragraph heading used herein are for convenience only and are not a part of this Contract and do not limit or alter any provisions hereof and are not relevant in construing this Contract.

Q. STOLEN ITEMS – The 10-A DAA is not responsible for any items stolen from vendor booths.