



2010 YAKIMA VALLEY FAIR & RODEO



COMMERCIAL VENDOR APPLICATION/CONTRACT

(This Application/Contract and additional information is available at EventLister.com and at www.yvfair-rodeo.org)
Wednesday, August 11th – Saturday, August 14th, 2010

PLEASE PRINT:

Contact Person for Vendor/Lessee: _____ Phone# _____

Mailing Address: _____

Business Name: _____ Email Address: _____

Commercial Booth Options: (please select by completing the appropriate spaces below): The commercial booth options listed as options “A” through “C” below are NOT available to any vendor who wishes to sell any food or drink product of any kind. Each commercial space rental fee charged to Vendor by the Yakima Valley Fair and Rodeo/Lessor (YVFR) is for the entire time of the 2010 YVFR event and includes the stated number of season passes (excluding the rodeo) as indicated. Booth set up time begins at 9 AM on Wednesday (8-11-10) and must be completed by 12 PM, noon, on Thursday (8-12-10). A deposit equal to the total amount of the vendor space fee and/or tent rental fee as shown for each Vendor option selected below is required to be submitted with each Application/Contract in order for the application to be considered for acceptance. The balance due with regard to any other fees is payable upon arrival. **Deposits will ONLY be refunded when an Application/Contract is not accepted by the YVFR.** **Acceptance or rejection of ANY vendor application shall be at the SOLE DISCRETION of the YVFR, and Vendor agrees that all YVFR decisions associated with this YVFR Commercial Vendor Application/Contract shall be final and binding upon Vendor.** In all cases, no matter which option is chosen by Vendor, Vendor is required to provide any tables and/or chairs and all other supplies needed by Vendor. The YVFR shall attempt to provide at least one 110 volt electrical outlet for each vendor location option purchased by Vendor, and electrical service may be limited and/or not available due to circumstances beyond the control of the YVFR.

- ____ A. \$50 fee charged to Vendor for 20 feet by 20 feet of space provided by YVFR in grass field. Includes two (2) Adult Season Passes for entry to fair only, not including rodeo admission. Vendor is to provide a commercial sales location within the 20 ft. X 20 ft. space consisting of a vendor trailer unit or vendor-provided tent.
- ____ B. \$170 fee charged to Vendor for 10 foot by 10 foot tent provided by YVFR in grass field area. Includes four (4) Adult Season passes for entry to fair only, not including rodeo admission. Vendor is to provide a commercial sales location within the 10 ft. X 10 ft. YVFR-provided tent.
- ____ C. \$270 fee charged to Vendor for 20 foot by 10 foot tent provided by YVFR in grass field area. Includes six (6) Adult Season passes for entry to fair only, not including rodeo admission. Vendor is to provide a commercial sales location within the 20 ft. X 10 ft. YVFR-provided tent.

Food Vendor Options: (please select by completing the appropriate spaces below): Each food vendor space rental fee charged to Vendor by the Yakima Valley Fair and Rodeo/Lessor (YVFR) is for the entire time of the 2010 YVFR event and includes the stated number of season passes (excluding the rodeo) as indicated. Food vendor set up time begins at 9 AM on Wednesday (8-11-10) and must be completed by 12 PM, noon, on Thursday (8-12-10). Please note that all food vendors are encouraged to be open and serving food as early as possible in the mornings at their discretion, but are required to be open for business no later than noon on Thursday and Friday, and no later than 10 AM on Saturday, during the week of the 2010 YVFR event, and will be required to be open and providing services up to the official fair close time stated in the most current version of the YVFR Premium Book. A deposit equal to the total amount of the food vendor space fee and/or tent rental fee as shown for each food vendor option selected below is required to be submitted with each Application/Contract in order for the application to be considered for acceptance. The balance due with regard to any other fees is payable upon arrival. **Deposits will ONLY be refunded when an Application/Contract is not accepted by the YVFR.** **Acceptance or rejection of ANY vendor application shall be at the SOLE DISCRETION of the YVFR, and Vendor agrees that all YVFR decisions associated with this YVFR Commercial Vendor Application/Contract shall be final and binding upon Vendor.** In all cases, no matter which option is chosen by Vendor, Vendor is required to provide any tables and/or chairs and all other supplies needed by Vendor. The YVFR shall attempt to make electrical service available to each YVFR-designated food vendor location, and Vendor agrees that such electrical service may be limited, or may not be provided by YVFR, depending upon the amount of electrical load that is required by Vendor, or depending upon Vendor not having the appropriate electrical cords, plug ends, or adapters that may be necessary to match the YVFR electrical outlet receptacles provided, or for any other reason. Applications from food vendors MUST include a certificate of insurance for one million dollars of liability insurance with YVFR listed as an additional insured. All food vendors MUST obtain a food permit as required by Yakima Health District regulations in the following web site: <http://www.co.yakima.wa.us/health/eh/fstemp.htm>.

___ **D.** \$200 fee charged to food Vendor for space provided by YVFR for vendor provided food unit (such as a food service trailer or tent). Includes five (5) Adult Season passes for entry to fair only, not including rodeo admission. Vendor is to provide a commercial sales location within the YVFR-provided space.

___ **E.** \$340 fee charged to Vendor for a minimum 15 foot X 15 foot tent provided by YVFR. Includes six (6) Adult Season passes for entry to fair only, not including rodeo admission. Vendor is to provide a commercial sales location within the 15 ft. X 15 ft. YVFR-provided tent.

All Vendors: (please provide the following information):

Please provide a list of electrical appliances that will be used at your commercial or food vending location, and the voltage and wattage specifications (if known) for each appliance (continue on additional sheet of paper if needed):

Please attach a list of any items you will be selling at your commercial booth or food vendor location, and include a picture (if possible) of your commercial or food vending operation.

Please indicate below your preference for on-site camping, if applicable:

___ \$30 fee charged for camping space **with electricity provided.** Fee is charged per camping unit (motor home, trailer, tent) for vendor camping reservations, for the duration of the YVFR event. NOTE: Electrical service for air conditioning is not provided. Please provide the size of your camping unit: _____

___ \$20 fee charged for camping space **with NO electricity provided.** Fee is charged per camping unit (motor home, trailer, tent) for vendor camping reservations, for the duration of the YVFR event. Please provide the size of your camping unit: _____

See web page at www.yvfair-rodeo.org for ticket prices to purchase additional tickets to the YVFR event.

CONTRACT PROVISIONS (ALL PROVISIONS APPLY TO ALL VENDOR/LESSEES):

*Any food product sold by any vendor **MUST** be prepared and/or cooked in accordance with the Yakima Health District rules and regulations which can be found in the web site: <http://www.co.yakima.wa.us/health/eh/fstemp.htm> or by calling the Yakima Health District at 509-575-4040 or 1-800-535-5016.

*In order minimize those situations whereby a multiple number of vendors promote the same and/or similar items at the YVFR event, YVFR reserves the right to limit the number of vendors that are selling and/or providing items, services, or products that are similar in appearance or general form, and any decisions made by the YVFR in this regard are final and binding and Vendor agrees that such decisions shall not be disputed by Vendor, legally or otherwise.

*Vendor/lessee agrees to take full responsibility for any gambling activities, which may take place, and agrees to obtain appropriate permits and/or licenses for the entire duration of the Yakima Valley Fair and Rodeo (YVFR) event.

*The Vendor/lessee agrees to maintain their assigned leased YVFR vendor location in a manner consistent with the general rules, ideas, and purposes of the YVFR/lessor, and to keep the area in and around their booth, exhibit, or food unit clean and free of litter.

*Any kind of sale of any type of knife, weapon, pornographic material, or gang related items is strictly prohibited and shall not take place at any vendor location, or anywhere on Country Park fair grounds property, at any time, for the entire duration of the YVFR event.

*Individual booth activities will be confined to the designated booth rental area, **unless** otherwise arranged with the YVFR Commercial Exhibits and Food Booths Director. No person shall be allowed to sell or give away articles within Country Park during the YVFR event, or at any time before commencement of the YVFR event, outside of the space assigned to them, without obtaining prior permission.

*The Vendor/lessee agrees to hold YVFR, YVFR Directors, and the City of Grandview and all City representatives and employees harmless with regard to any liability associated with loss, damage, or injury, including any third party claims, claims for consequential damages, and/or claims for loss of revenue.

*The Vendor/lessee agrees to anchor any vendor-owned tent structures with stakes and/or weights in case of high winds.

*The YVFR/lessor reserves the right to cancel this contract if, in its judgment, said exhibits are not consistent with the purpose of the fair. YVFR is to be the Sole judge in making such decisions. YVFR reserves the right to reject any Vendor/lessee Application/ Contract at any time for any reason, and retains the sole and undisputed right to make all vendor location decisions.

*Vendor vehicles must be parked in designated parking areas. Vehicles will be allowed into the fair grounds area for unloading and loading **ONLY** before 8:00 AM and after 10:00 PM.

* Should any emergency arise during the fair hours, please immediately contact the main fair ticket office.

*Vendor/lessee is responsible for providing Vendor personnel for operating their booth or vending location.

*This Application/Contract shall supercede any and all other written or oral contracts or statements that may conflict with this document.

*By signing below, Vendor/lessee agrees to comply with all YVFR contract provisions as stated herein and all YVFR operational decisions that are made before, during, and after the YVFR event, including any decisions related to the location and/or set up of any commercial or food vendor booths and exhibits.

Please make your check payable to the YVFR for the total amount of your vendor booth space and/or tent rental, and send your Application/Contract and check to YVFR, Attn: YVFR Commercial & Food Vendor Director, P.O. Box 27, Grandview, WA, 98930. If you have questions, please call the Yakima Valley Fair & Rodeo at (509) 303-9698. Thank you!

Signature _____ Date _____

Please Print Name Here: _____