

2026

COMMERCIAL EXHIBITOR AND FOOD CONCESSIONAIRE HANDBOOK

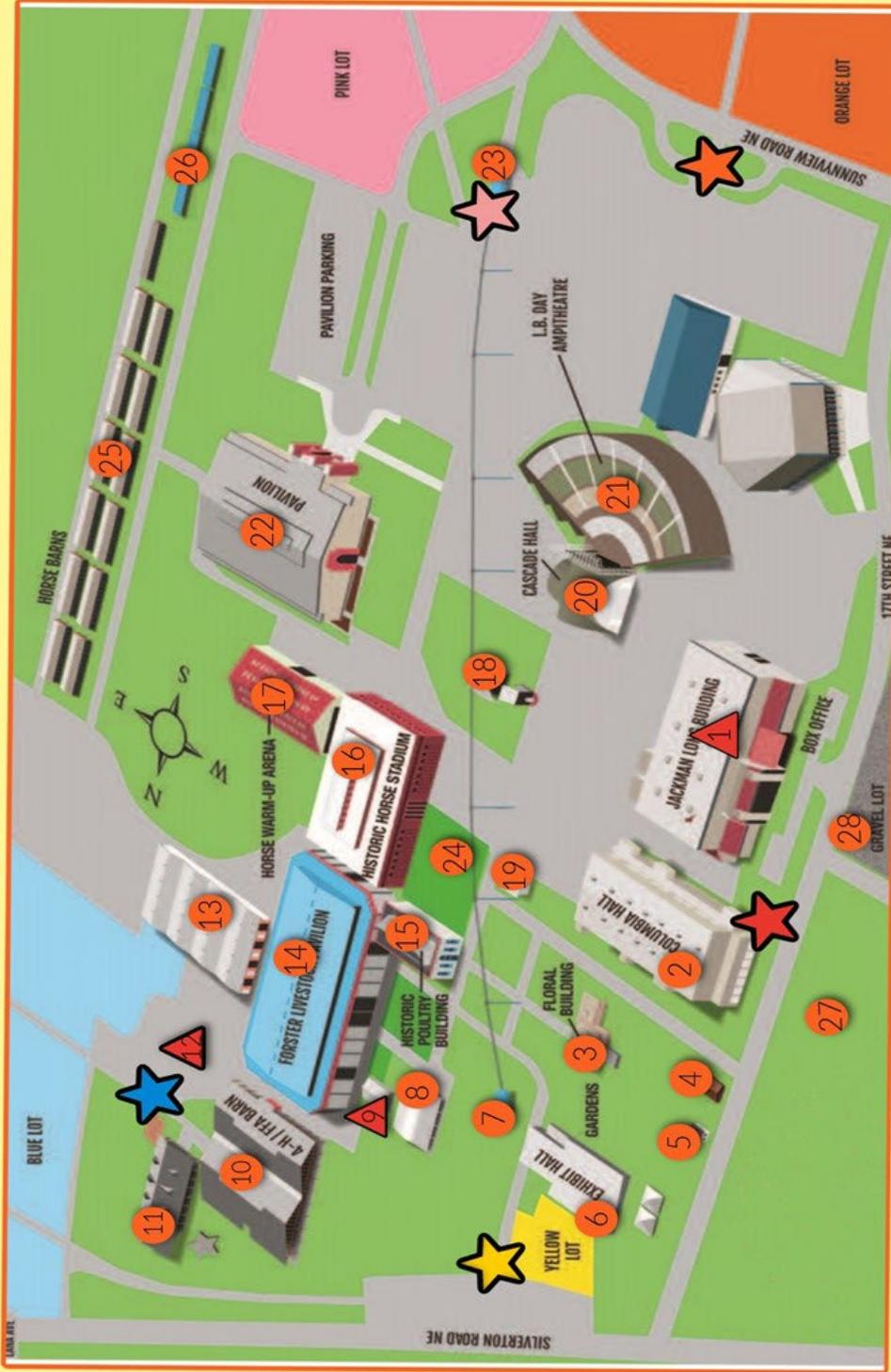


The 2026 Oregon State Fair is
AUGUST 28 – SEPTEMBER 7, 2026

Returning Vendors: To get priority, submit your application no later than **March 9th, 2026...no deadline for new vendors**

**ALL POTENTIAL AND RETURNING EXHIBITORS AND
CONCESSIONAIRES READ THIS BOOK CAREFULLY!**

OREGON STATE FAIR—SITE MAP



- | | | |
|---------------------|----------------------------|---------------------------|
| 1. Jackman Long | 11. Beef Barn | 21. LB Day Amphitheatre |
| 2. Columbia Hall | 12. OSF Maintenance Shed | 22. Pavilion |
| 3. Floral Building | 13. Horse Barn | 23. S. Fairlift |
| 4. Log Cabin | 14. Livestock Pavilion | 24. Natural Resource Area |
| 5. School House | 15. Poultry Building | 25. Horse Race Barns |
| 6. 4-H Exhibit Hall | 16. Historic Horse Stadium | 26. Big Blue Awing |
| 7. N. Fair Lift | 17. Horse Warm-Up Arena | 27. Oak Grove Parking Lot |
| 8. Tap House | 18. Center Stage | 28. VIP Parking Lot |
| 9. Livestock Office | 19. Information Booth | |
| 10. 4-H/FFA Barn | 20. Cascade Hall | |
- AED LOCATED HERE**
-  Blue Gates
 -  Yellow Gates
 -  Red Gates
 -  Orange Gates
 -  Pink Gates

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Everyone, please read the following page
“THINGS YOU NEED TO KNOW”
(PAGE 4)

THINGS YOU NEED TO KNOW

THIS HANDBOOK IS YOUR CONTRACT!

Did you know...that as an applicant, if you are assigned exhibit space(s), this entire Handbook becomes a legal part of your contract/agreement by reference? It is your responsibility to become familiar with the following rules, conditions, provisions, and information. It is highly recommended that returning exhibitors and concessionaires read this Handbook very carefully as there are revisions and new information this year that will affect you.

LAST YEAR

The 2025 Oregon State Fair was filled with good weather and transition. The first 5 days were hot and filled with excessive heat, however in the end attendance was up 37%!

LOOKING INTO THE 2026 OREGON STATE FAIR

In 2026, the Oregon State Fair will proudly celebrate America's 250th anniversary, and we invite all food concessionaires and commercial vendors to be part of this once-in-a-generation moment. The America 250 will honor our nation's past, present, and future. Through décor, menus, displays, and merchandise that reflect the spirit of innovation, tradition, and community. Participating vendors will help create a cohesive, immersive fairground experience while gaining added visibility as part of this historic celebration. Join us in making the 2026 Oregon State Fair a landmark event that fairgoers will remember for years to come.

UPDATES TO THE HANDBOOK

Here you will find a brief overview and locations of full updates to the 2026 Commercial Exhibitors and Food Concessionaire Handbook.

- All Exhibitors will be required to enter through the Exhibitor Gate (Red Gate). (pg. 11)
- By choosing to enter the Oregon State Fairgrounds property, you are volunteering to walk through, and consenting to the use of, weapon detectors and or wand. **ORS 565.521, 565.456** (pg. 11)
- No unauthorized sales or vending on property. Unless you have a valid OSF vendor license, it is a Class D violation to conduct business on the property of the Oregon State Fair and Exposition Center. **ORS 565.610.** (pg. 11)
- You are entering an area where there are public buildings. Unless exempted under **ORS 166.370**, any person who intentionally possesses a loaded or unloaded firearm or a dangerous weapon while in, on, or adjacent to a public building shall upon conviction be guilty of a Class C felony. **NOTE:** In accordance with the law, you will be required to show proper I.D. if you are carrying a concealed weapon onto the Oregon State Fairgrounds and Exposition Center property. **ORS 166.370, 166.291, 166.292, 166.360(9) and 166.380.** (pg. 11)
- Open beverages are not permitted within the gates. The Oregon State Fair and Exposition Center allows only factory-sealed, non-alcoholic beverages to be brought onto the grounds. (pg. 11)
- To ensure consistency, safety, and compliance with event regulations, all exhibitors are required to rent tents from our **preferred tent vendor. Personal tents or canopies will not be permitted** at this year's event. Thank you for your cooperation in maintaining a safe and professional event environment. (pg. 11)

CANCELLATION / REFUND / FORCE MAJEURE POLICIES

After Applications/Agreements are signed and payments are made, the standard cancellation policy shown on page 9 will apply. However, if the Oregon State Fair is canceled by government mandate or us, due to COVID-19 issues, any monies pre-paid by vendors will be refunded in full. This Force Majeure policy also applies to other fair canceling occurrences as explained in detail on page 17.

CATEGORY FULL

This year there are specific categories of products that likely will NOT be considered due to the current number of likely-to-return ones, thus avoiding over-saturation. These products include TENS Units, Massage Units, Skin Creams, Serums or Facial products, Hair Accessories including curling or flat irons, Psychics (palm or tarot card readers), Henna, Face Painting, and Sunglasses. Since we are at the capacity of such, new vendors with any of the above products probably won't be assigned a space here.

SPONSORS

As with most fairs and large public events, sponsorships are very important and, in many cases, take priority over other exhibitors. Because of this, certain product categories may be reserved for exclusivity and/or "Sponsorship Only" holds. **This could potentially exclude some returning exhibitors from selling products as Commercial Exhibitors.** Consequently, some spaces on the maps contained in this Handbook may not be available.

DATES AND HOURS OF OPERATION

Friday, August 28, 2026, through Monday, September 7, 2026 (which is Labor Day). All booths are required to be open for business and staffed during the following hours (on some days, certain gates may open earlier for special promotions):

Sunday* through Thursday 10:00 am – 10:00 pm
Fridays and Saturdays 10:00 am – 11:00 pm

***Second Sunday (September 6) 10:00 am – 11:00 pm**

BE SUSTAINABLE AND ECO-FRIENDLY

An important goal of the Oregon State Fair is to raise awareness of the sustainable choices available to commercial exhibitors and Concessionaires. It has become very important to demonstrate a minimal waste, environmentally responsible large event.

We ask you, as an exhibitor and Concessionaires, to share this goal by cutting energy usage, reducing waste, and becoming more environmentally friendly. The general public is developing a great admiration for “eco-friendly” businesses. In many cases, doing so can provide a marketing edge over the competition.

Eco-friendly exhibitors and Concessionaires are those who have taken that extra step to show the public a commitment to reducing their environmental impact. Such steps are very simple, others more elaborate. Here are some ideas:

- **Lighting:** Switch from incandescent to LED lighting. These are not only brighter and cooler, but use only a fraction of the energy as standard light bulbs, and last much longer.
- **Packaging:** Find out if your product supplier packages your product in recyclable materials. Styrofoam, while still very common for imported products, is **not** considered environmentally friendly.
- **Transportation (both Product and Employees):** The more products you keep on-site will reduce shipping costs and impact. Purchase locally, when possible. Also, you and/or your employees can carpool or utilize public transportation.
- **Paper Products:** Have brochures and other published material printed on recycled paper, use two-sided sheets, and portion control. Eliminate the cost and impact of brochures by handing out your website address on a business card.
- **Recycle your Waste Responsibly:** The Oregon State Fair provides containers for cardboard. For these to be accepted by the hauler at no cost, the cardboard container must not be contaminated with other trash. Please do not place Styrofoam, Stretch Wrap, or plastic straps into the provided containers. If you wish to re-use your cardboard product boxes, let us know and we’ll find a place to store them.

ABOUT THE APPLICATION

APPLICATION PROCESS (PLEASE NOTE THIS IS NOT FOR A FOOD CONCESSION STAND)

The Exhibit Space Application is available online as a fillable PDF file. You may download the Application at <https://oregonstatefair.org/business-center/exhibitor-application/>. Please fill out the Exhibit Space Application in its entirety. The Application requires that you select your choice of area and booth size. Specific space numbers may be requested, but not promised. Please make a copy for your records. **DO NOT SEND PAYMENT WITH YOUR APPLICATION** – If you are assigned a space, you will be invoiced at a later date in the form of a Commercial Exhibit Agreement.

WHEN TO SEND APPLICATION

RETURNING COMMERCIAL EXHIBITORS

Applications are due **April 30, 2026**. If your application is received after April 30th, 2026, it will significantly affect which space will be available to you, since your application will be reviewed with new exhibitor applicants. Layout changes, programming changes, or new traffic patterns could prevent the same space assignments. The Oregon State Fair management will attempt to honor all preferences for space to the best of its ability, taking into consideration the following factors:

- The date your Application was received, and
- The compatibility of your exhibit with others in the same general area.

Regardless of the above factors, the Oregon State Fair management reserves the right to designate the space where exhibitors may present exhibits to the best benefit of the Oregon State Fair and its patrons.

NEW COMMERCIAL EXHIBITOR APPLICANTS

There is no due date for new Applications, but you should submit your Application as early as possible since space tends to fill up fast. If you are assigned space, a contract will be digitally sent to you (this is called a Commercial Exhibit Agreement) indicating your space number(s), payment dates, and amount due. **While we understand that you need to plan your summer, new Applicants are asked to limit calls and/or emails concerning their status.**

As a new exhibitor, you should consider the following:

- Miscellaneous, stand-alone outdoor spaces that do not come with a structure area are very limited and likely will not be available to new exhibitors.
- Indoor space usually fills up before new exhibitors are assigned space. If you desire indoor space, you should apply for the space there, but list an optional outdoor location so that you still have an opportunity to be an exhibitor at the Fair.
- Due to space limitations or product saturation concerns, **not all applicants are assigned a space.**

IF SPACE IS NOT AVAILABLE

If requesting space in an area that is sold out or your product is not compatible with other products we have already booked in the same area, your Application will be held and you will be contacted later if space becomes available. If you have options to exhibit at other fairs or festivals, you may want to seriously consider those.

COMMERCIAL EXHIBITOR RATES AND FEES

JACKMAN LONG BUILDING (See layout map on page 36-37)

10' X 10' In-Line (pipe & drape included)	\$1,745 per booth
10' X 20' In-Line and In-Line (pipe & drape included)	\$2,995 per booth
10' X 10' Corner (pipe & drape included)	\$2,250 per booth
10' X 20' Corner and Corner (pipe & drape included)	\$3,800 per booth
10' X 20' In-Line and Corner (pipe & drape included)	\$3,445 per booth
10' X 30' (approximate) Perimeter Corner (pipe & drape included)	\$3,950 per booth

CENTRAL CANOPY AREA (See layout map on page 36-37)

10' X 10' In-Line Booth (Canopy Provided)	\$1,410 per booth
<i>Outdoor in-line spaces only. Oregon State Fair management reserves the right to determine qualification.</i>	
10' X 10' Regular Corner Booth (Canopy Provided)	\$1,510 per booth
10' X 10' Prime Corner Booth (Canopy Provided)	\$1,700 per booth
10' X 20' In-Line and In-Line (Canopy Provided)	\$2,820 per booth
10' X 20' In-Line and Corner (Canopy Provided)	\$2,920 per booth
10' X 20' Corner and Corner (Canopy Provided)	\$3,200 per booth
20' X 20' In-Line Bulk Space (Canopy Provided)	\$3,660 per booth
20' X 20' Corner Bulk Space (Canopy Provided)	\$4,100 per booth
20' X 20' Prime Corner Bulk Space (Canopy Provided)	\$4,500 per booth

ARTISAN'S VILLAGE

10' X 10' Regular Booth (Canopy Provided)	\$685 per booth
20' X 20' Regular Booth (Canopy Provided)	\$1,225 per booth

ABOUT CANOPIES:

Spaces/booths that have canopy provided are vinyl canopies with sidewalls provided, except the front. The color of the top is at the Fair's discretion. Miscellaneous and Concessionaire spaces do not include canopies. If one is desired, exhibitors must rent one from the Fair's exclusive provider. For rental information/ordering, please email info@allstartents.com. Please note that all canopies must meet the requirements in the Statewide Guidelines for Fairs, Trade Shows, Carnivals, or Common Venue Events as set by the Oregon State Fire Marshal. Please see page 19 for details. Also, all self-owned canopies must be in clean presentable condition. For example, no mold or stains, no colored tarps as roofing (these tarps may be used for overnight closures only), no holes, and no small water jugs for weights. **Remember, shabby-looking canopies are not allowed. To avoid having to change out during the Fair, it is highly recommended that you simply rent a canopy from our contracted provider.**

MISCELLANEOUS SPACES

Most miscellaneous spaces are stand-alone spaces with no structure or pipe and drape provided. Availability of all miscellaneous spaces may be dependent on specific programming or specific days. The exact locations of miscellaneous spaces will be determined by Fair Management or Program Manager. Electricity is subject to availability.

Livestock, Equine, or Ag-related spaces in Barns area (Canopy NOT provided)	\$7.50 per sq. ft.
General Outdoor Space – Locations and sizes vary (Canopy NOT Provided)	\$8.50 per sq. ft.
Prime Space – Higher traffic locations (Canopy NOT Provided)	\$9.00-\$1.50 per sq. ft.

NOTE: Miscellaneous spaces are not generally available to Applicants who could otherwise work out of one of the standard spaces offered above.

THE COMMERCIAL EXHIBIT SPACE FEE INCLUDES

Space – Use of space for 11 days, unless otherwise indicated on the Commercial Exhibit Agreement.

Electricity – One (1) regular household outlet/receptacle (1,000 watts total) per each 10’ X 10’ Inside Space, 10’ X 10’ Outside Canopy Space, or each Bulk Outside Space. Electricity to Miscellaneous Spaces is subject to availability.

Admission Passes – The exhibitor will indicate on the Application how many daily passes they require using the following formula: Number of daily employees X 11. This requested amount is subject to approval and/or modification by the Oregon State Fair management. Applicants are advised to be very definitive about requests, as it will be the only opportunity to do so. Should a space be assigned, the approved number of passes will be listed on the Commercial Exhibit Agreement and will be final. **Additional passes needed beyond the approved amount may be purchased from the Credentials Office during the Fair for \$6 each.** **Note:** All Exhibitor passes are strictly for Exhibitor and booth staff **ONLY** and **NOT** to be given or sold to anyone outside of your organization. Remember, all passes are bar-coded and can be tracked back to the Exhibitor. Violators will be subject to non-compliance penalties, or expulsion from the Fair.

Parking Permits – Each Exhibitor will receive complimentary Exhibitor parking permits based on the total booth rental fee. These permits, labeled “X-PARK”, will allow parking in the Exhibitor Lot, which provides easier access and may be closer to your booth space than the public parking lots. X-PARK permits will be allocated as follows:

- No more than two (2) permits if the total invoiced fee is \$0 - \$1,745;
- No more than three (3) permits if the total invoiced fee is \$1,746 - \$3,999;
- or No more than five (5) permits if the total invoiced fee is \$4,000 or more.

Season parking passes will be available for purchase at the Credentials Office. Additional Exhibitor parking options may be available for stock and freight trailers. Check with the Credentials Office upon arrival.

RATES FOR ADDITIONAL ELECTRICAL SERVICES

Each Commercial Exhibitor is provided with one (1) regular household outlet (1,000 watts total) per contracted vendor at no additional cost. The following rates apply to electrical requirements ordered in ADDITION to the one outlet provided. Exhibitors will be limited to two (2) 50-amp outlets in any one (1) combined exhibit location.

CORDS OR OUTLET STRIPS THAT ARE “DAISY-CHAINED” POSE A FIRE HAZARD AND ARE NOT ALLOWED.

1 Outlet up to 1,000 watts (120V)	\$ 100
1 Outlet up to 2,000 watts (120V, 20 amps)	\$135
1 Outlet – 220 volts up to 20 amps	\$115
1 Outlet – 220 volts, 20 to 30 amps	\$135
1 Outlet – 220 volts, 50 amps.....	\$165

LATE ELECTRICAL ORDER SERVICE CHARGES: If electrical orders are received after August 1st, add \$50 to the above rates.

PAYMENT POLICY

Your contract is summarized in the Commercial Exhibit Application/Agreement. Fees and charges are indicated in this document. You must sign within the Eventeny portal. **Once accepted to the event, your card on file will be processed.** The Oregon State Fair management recommends that you make a copy for your records. If you have any concerns, please reach out to Maddie at Maddie@oregonstatefair.org.

IF YOU RECEIVE YOUR SPACE CONFIRMATION BEFORE JULY 1, 2026:

Once accepted to the event, your card on file will be processed. You will only receive the initial mailing from the Oregon State Fair management and no other “reminder notices”.

IF YOU RECEIVE YOUR SPACE CONFIRMATION AFTER JULY 1: The total fee will be due in a single payment once your application has been accepted, unless otherwise indicated. Be sure to pay by the due date as indicated on the Commercial Exhibit Agreement to avoid cancellation.

FORM OF PAYMENTS IF OTHER ARRANGEMENTS HAVE BEEN MADE: Before May 31st, the Oregon State Fair accepts personal checks, Money Orders, Bank Checks, or most credit cards. **There will be a \$50 processing fee added to the total amount due for any checks returned for “Not Sufficient Funds”.** After June 20th, personal checks will **NOT** be accepted unless approved by the Oregon State Fair Commercial Exhibits Manager or CFO. **For mail-in payments, our address can be found on the Agreement.**

EXHIBITORS WHO DO NOT PAY THE TOTAL AMOUNT BY THE DUE DATE INDICATED ARE SUBJECT TO IMMEDIATE CANCELLATION AT THE DISCRETION OF THE OREGON STATE FAIR MANAGEMENT.

CANCELLATION/REFUND POLICY: Exhibitors canceling space *before July 10th*, after a deposit has been paid are entitled to a 50% refund of any monies deposited. **NO REFUNDS will be issued for cancellations after July 10th.** There will be no exceptions to this policy. **For cancellations due to pandemics or other occurrences, see Force Majeure policy (page 17).**

In the event the Exhibitor/Vendor fails to comply in any respect with the terms and Commercial Exhibit application /agreement, all payments for exhibit space shall be deemed earned and non-refundable by the Oregon State Fair management, and the Oregon State Fair management shall have the right to occupy the space in any manner it deems is in the best interest of the Oregon State Fair without further notice to the Exhibitor/Vendor.

RULES OF CONDUCT

The Oregon State Fair provides service to both Exhibitors and Concessionaires and fairgoers. It is the Oregon State Fair management’s policy to maintain clean, safe facilities, and neat grounds and be respectful of fairgoers and exhibitors and Concessionaires. It is stipulated that Exhibitors and Concessionaires provide the same level of service and respect to fairgoers as well as fellow Exhibitors and Concessionaires. The Oregon State Fair management retains the right to remove any Exhibitor/Vendor/Concessionaire and their exhibit from the Fairgrounds if the Exhibitor or Concessionaire does not comply with the signed Commercial Exhibit Agreement or Food Concessionaires Agreement and written rules.

- 1. Exhibitor/Vendor/Concessionaire remains responsible for complying with the OSF rules, policies, and regulations, as currently drafted. OSFEC has the right to amend from time to time.**
2. Sound devices, including but not limited to PA systems, musical instruments, and radios, are subject to the approval of the Oregon State Fair management and, if allowed, must be controlled so as not to interfere with others. The privilege for use of such sound devices may be revoked at any time. If you feel that another Exhibitor’s and Concessionaires sound level is too loud, please report. Do not try to “drown out” noise by creating more. All exhibitors and concessionaires should understand that it’s normal to hear other exhibitors from your space.
3. Exhibitors and concessionaires must have at least one (1) person in attendance at their space at all times that the Fair is open to the public and must care for and keep in good order the space occupied by them, taking every precaution against possible injury to visitors, guests and/or employees.
4. The Oregon State Fair has designated smoking/vaping areas and Exhibitors and Concessionaires are expected to use them. By order of the State Fire Marshal and the Department of Human Services, smoking is prohibited in booths or inside buildings, or within ten (10) feet of any outside doorway or entryway.
5. Certain pets may be allowed inside commercial exhibit spaces. Animals that are an integral part of an exhibit space to sell an animal-related product will likely be allowed. Small well-behaved domestic pets are generally allowed,

as long as the animal is safe and comfortable and there are no complaints from fair guests.

6. Food or beverages may not be given away without the Oregon State Fair management's written consent as such acts may conflict with concession rights held by others. Commercial exhibitors expecting to dispense free samples and gift items must obtain permission to do so before the Fair opens. SALES of ready-to-consume food or beverages or vending machines from a commercial exhibit booth are prohibited.
7. Placement of advertising material on or in automobiles on the Fairgrounds property is strictly prohibited unless previous arrangements are agreed upon in writing by the Oregon State Fair management.
8. **All operations of exhibitors must be confined to the inside boundaries of the Exhibitor's assigned space and in NO case may extend to any other part of the Fairgrounds, including aisle ways.** Canvassing (polling, signature gathering, etc.) or sales, except by contracted exhibitors, is not allowed. Advertising of candidates for office may take place only in booth space rented for that purpose. **THIS WILL BE STRICTLY ENFORCED.**
9. The Oregon State Fair management reserves the right to refuse exhibits that may violate community standards of decency or otherwise infringe upon the rights of, or cause bodily harm or intimidation to, the Oregon State Fair management staff, exhibitors or Fair guests, and to refuse space, or shut down an exhibit space when deemed unsuitable by the Oregon State Fair management.
10. The Oregon State Fair management reserves the right to stop or remove from the Fair or relocate any Exhibitor or designated representative and/or exhibit, performing any act or practice which, in the opinion of the Oregon State Fair management, is illegal; interferes with the performance of other Exhibitors; causes apprehension to Fair guests or other Exhibitors; creates a health, safety, or fire hazard; or violates any rules stated herein.
11. **Counterfeit merchandise is illegal and is strictly forbidden.** You are in violation if you knowingly intend to sell or distribute unlicensed merchandise that has a counterfeit logo, graphic, or brand name that is identical to or substantially indistinguishable from a registered trademark. The Oregon State Fair management has procedures that will allow outside investigations and/or seizures concerning such merchandise. For further information on trademark counterfeiting, see Oregon Revised Statute **(ORS) 647.135.**
12. Exhibitor shall comply with those laws, rules, regulations, and codes of the State of Oregon, Marion County, City of Salem, and The Oregon State Fair that may include but are not limited to workers' compensation insurance, health and safety, fire safety, and utilities.
13. The decision of the Oregon State Fair CEO/Director or designated representative, in their official capacities, must be accepted as final in any disagreement between Exhibitors.
14. All matters not covered in these Rules of Conduct are subject to the decision of the Oregon State Fair and Expo Center CEO/Director or designated representative, in their official capacity, which shall be final.
15. The Commercial Exhibit Agreement is not binding upon the Oregon State Fair management until it has been duly accepted and signed by both the Oregon State Fair Commercial Exhibits Manager and Exhibitor, and payment is received from the Exhibitor per the terms of the Commercial Exhibit Agreement.
16. All Exhibitors are expected to conduct themselves in a professional manner and according to the rules governing exhibits. Exhibitors will refrain from mentioning their competitors or their products or services in a derogatory manner or in any other way disparaging another Exhibitor who is also participating in the Fair. Any unruly conduct, intoxication, use of foul language or refusal to follow rules may be considered grounds for immediate expulsion from the Fair. Such Exhibitors may not be invited to return to subsequent Fairs.
17. The sale or misuse of Daily Exhibitor Admission Passes and Parking Permits by Exhibitors, their agents or employees, family members, or any other person may result in immediate expulsion with no refund; and the Exhibitor may not be allowed to return to subsequent Fairs.
18. All Exhibitors will be required to keep their booths open all days and hours as indicated in the Commercial Exhibit Agreement, page 5. Exhibitors in violation of this understand they are subject to penalties or expulsion. Covering the

display or hauling stock out shall constitute early closure.

19. All Exhibitors will be required to enter through the Exhibitor Gate (Red Gate).

20. By choosing to enter the Oregon State Fairgrounds property, you are volunteering to walk through, and consenting to the use of, weapon detectors and or wandings. **ORS 565.521, 565.456**

21. No unauthorized sales or vending on property. Unless you have a valid OSF vendor license, it is a Class D violation to conduct business on the property of the Oregon State Fair and Exposition Center. **ORS 565.610.**

22. You are entering an area where there are public buildings. Unless exempted under **ORS 166.370**, any person who intentionally possesses a loaded or unloaded firearm or a dangerous weapon while in, on, or adjacent to a public building shall upon conviction be guilty of a Class C felony. **NOTE:** In accordance with the law, you will be required to show proper I.D. if you are carrying a concealed weapon onto the Oregon State Fairgrounds and Exposition Center property. **ORS 166.370, 166.291, 166.292, 166.360(9) and 166.380.**

23. Open beverages are not permitted within the gates. The Oregon State Fair and Exposition Center allows only factory-sealed, non-alcoholic beverages to be brought onto the grounds

24. To ensure consistency, safety, and compliance with event regulations, all exhibitors are required to rent tents from our **preferred tent vendor**. **Personal tents or canopies will not be permitted** at this year's event. Thank you for your cooperation in maintaining a safe and professional event environment.

GENERAL GUIDELINES AND INFORMATION

DRAWINGS FOR FREE PRIZES

The following rules apply to all Exhibitors who wish to conduct a drawing for free prize(s). Please describe give away method and prize(s) in the comments section of the Application. These do not apply to licensed charitable raffles, which are controlled and regulated by the Oregon Department of Justice:

1. Exhibitors who wish to conduct free prize drawings must indicate so in the application description area when submitting their Commercial Exhibit Space Application.
2. Entry forms/draw slips may ask for the patron's name, address, email, and phone number ONLY. The name of the EXHIBITOR MUST BE ON THE ENTRY FORMS/DRAW SLIPS, including the drawing date and list of the prize or prizes.
3. Any information obtained from entry forms/draw slips is for the exclusive use of the Exhibitor holding the drawing and may not be sold or distributed to another party.
4. All drawings for free prizes must be conducted on or before September 2nd, the last day of the Fair. Names, addresses, and phone numbers of the winner(s) must be submitted to the Oregon State Fair Commercial Exhibits Manager no later than September 23.
5. No further drawing or purchase may be required for a person to be eligible for the prize drawing and/or obtain the prizes to be awarded. **IF THERE IS ANY PURCHASE REQUIRED, THAT IS CONSIDERED A RAFFLE AND REQUIRES A SPECIAL LICENSE FROM THE GAMING DIVISION OF THE OREGON DEPT OF JUSTICE.**
6. At the booth where the drawings are entered, a visible sign must be posted to include the following information: (1) Date of drawing; (2) need not be present to win; (3) no purchase necessary; and (4) If entrants are subject to sales

appointments, calls or contacts, this must be indicated.

SUBLEASING

Exhibitors are **prohibited** from subleasing, assigning, or apportioning to another party the whole or any part of the contracted space allotted to them by the Oregon State Fair management. The allotted space is for the sole and exclusive use of the Exhibitor named on the Commercial Exhibit Agreement, or its employees, group members, agent, or contractor.

CONSUMER FRAUD SAFEGUARD

Applicants who are found to be doing business against court order, notice, or investigation by the State of Oregon or any other state for alleged or confirmed violation of consumer fraud laws will be denied a Commercial Exhibit Agreement as an Exhibitor at the Oregon State Fair. All Applicants are subject to verification of this by the Oregon State Department of Justice, at the Fair's discretion.

COMMERCIAL EXHIBITOR MOVE-IN / SET-UP DATES AND TIMES

Move-in for all areas will be **8 am – 8 pm** (or later) on Tuesday, Wednesday, and Thursday, August 25, 26, and 27. All booths must be installed and ready for business no later than **9 am on Friday, August 28th**. Vehicles will be permitted on the grounds during the set-up of booths for unloading only. Be sure to follow any security guard's instructions. Unattended vehicles in fire lanes or interfering with traffic or another exhibit space will be removed by a tow truck. The Oregon State Fair front office will be available during most daytime move-in hours to verify space assignments before booth set-up. Should the Exhibitor set up in the wrong space, the Exhibitor agrees to move to its proper location at the Exhibitor's own expense and without protest. Further, the Exhibitor agrees to pay any licensed decorator for the transfer of any installed decorations, unless the decorator fails to follow instructions. **NO VEHICLES MAY BE PARKED IN ANY FIRE LANE.**

COMMERCIAL EXHIBITOR MOVE-OUT / TEAR DOWN DATES AND TIMES

Exhibits may be removed after 10:30 pm on Monday, September 7th, once the fair is closed to the public and security has given the all clear. All exhibits must be removed from the Fairgrounds by 6 pm on Tuesday, September 8th. Security personnel will be on duty until this time. During dismantling, Exhibitors will be expected to remove all trash and debris from their exhibit area and place it in the appropriate trash or recycle containers provided by the Fair. Any articles or materials not removed from the grounds by 5 pm on Friday, September 11th, will become the sole property of the Oregon State Fair and Expo Center. The Oregon State Fair management reserves the right to dispose of such property in any manner it may deem in the best interest of the Fair.

Please be patient during move-in and move-out. Due to extreme congestion on the grounds during the four move-in and move-out days, we ask that you allow yourself much more time than you may have anticipated. Quick tempers and anger do not get anyone moved in faster. Also, **BE SAFE!** Be very cautious of pedestrians, trucks, forklifts, etc. Vehicles left on grounds that restrict traffic flow, fire lanes, or another exhibit space may be towed at the owner's expense. **NO VEHICLES MAY BE PARKED IN ANY FIRE LANE.**

BOOTH SET-UP AND FURNISHINGS

All booths and furnishings are subject to the inspection of the City of Salem Fire Marshal who may demand removal of unsafe materials or a remedy of unsafe electrical hook-ups or cords. Please refer to the Fire Marshal Regulations provided by the City of Salem Fire Marshal's Office. Questions concerning the flame resistance of materials to be used in booths should be referred to the City of Salem Fire Marshal's Office phone at (503) 588-6381. Rugs or mats are suggested as floor coverings for the indoor exhibit booths, but electrical cords cannot be underneath them.

Exhibitors shall not deface the Oregon State Fair facilities or property in any way. Use of staples, paint, tape, pins, etc., on floors, walls, or drape panels is prohibited unless specifically approved by the Oregon State Fair and Exposition Center management. Holes placed in asphalt by Exhibitors for canopy poles must be filled after the Fair.

Extension cords may be used only within the guidelines established by the City of Salem Fire Marshal's office.

The height of either side of indoor exhibits may be 4' high at the front of the booth (the first 5' from the aisle) and 8' high at the back of the booth (the back 5' from the back curtain). See page 20 for an illustration of this.

In the Jackman-Long building, all booth furnishings, including signs and display racks, must remain inside the boundaries of the designated booth space at all times. Exceptions may be made with some outdoor spaces, depending on aisle width, interference of neighboring vendors, or traffic flow issues. Some may be approved, others may not. **Regardless, always plan to have everything confined to your rented space.**

EXHIBITORS WITH DUPLICATE PRODUCTS

Commercial exhibitors at the Oregon State Fair do not have assurance of exclusivity with their products or services. However, Fair Management reserves the right to limit the number of duplicate products or services on a case-by-case basis. Whenever possible, duplicate products will be placed as far away from one another as possible. The Oregon State Fair management is not accountable for regional or territorial rights provided by certain companies for vending their products. It is each Applicant's responsibility to know if they are restricted from being an Exhibitor here due to such regulations by their supplying company.

RELOCATION OF BOOTH SPACE

Exhibitors will not be allowed to relocate their booth space once they are moved in. Exhibitors may observe what appears to be an available or empty space after the Fair has begun; there are any number of reasons that some spaces may appear available but assume that they are not. It is important that Exhibitors are satisfied with the initial space that they have purchased because that is the space they will occupy for the entire Fair.

SPONSORS

Due to the anticipated increase in paid sponsorships, certain product categories may be reserved for exclusivity and/or "Sponsorship Only" holds. This could potentially exclude some returning Exhibitors from selling products as Commercial Exhibitor. Also, some premium spaces held for sponsors may be sold at a higher rate to vendors. In cases of protest or disagreements from the Exhibitor, the decision of the Oregon State Fair management and Commercial Exhibits Manager shall be final.

SIGNS

All signs, banners, or posters supplied by Exhibitors must be professionally made and neat in appearance. Placement of a-frame signs must be contained to the specified booth space and not encroach into the aisle way. The use of hand-lettered or felt-marker signs is NOT allowed.

All signs advertising any product by brand name placed on the outside of the Exhibitor's designated area may be in violation or may require an extra fee, as this may conflict with paid sponsors. Helium blimps, high-flying tethered, or "air dancer" balloons will not be allowed unless pre-approved in writing by The Oregon State Fair management.

EXHIBITOR CLEAN-UP

At the end of each day during Fair time, each Exhibitor is responsible for the clean-up of his/her exhibit area. Trash may be placed in the aisle or concourse and the night clean-up crew will remove it. Fair clean-up personnel will not enter exhibit areas. Any Exhibitor using food for demonstration such as slicers, cookware, blenders, etc., must provide a waterproof, covered container to hold refuse, thus preventing leakage onto the floor or into other Exhibitors' booths. Each Exhibitor will be responsible for emptying their container daily or more frequently as required. Any Exhibitor who has an exhibit that allows food, water, or waste to leak onto the floor or into another Exhibitor's booth will be subject to a \$90 cleaning fee for each occurrence; after the second occurrence, the Exhibitor will be subject to non-compliance proceedings. You may be liable for injuries caused to persons slipping in such leakage.

CARDBOARD AND VEGETABLE RECYCLING

Containers designated solely for the placement of cardboard and others for vegetable scraps will be located in strategic areas convenient to the exhibit booths. Exhibitors are expected to flatten and place cardboard in these specific containers. **DO NOT PLACE REGULAR TRASH IN CARDBOARD CONTAINERS AND DO NOT PUT VEGETABLE SCRAPS IN TOILETS OR DRAINS.**

VEHICLE ACCESS TO FAIRGROUNDS

Exhibitors will have vehicle access to the grounds before opening each day of the Fair for unloading only. During Fair hours, all vehicles required to serve exhibit booths may enter the Fairgrounds between 8 am and 9 am. Exhibitors will bring vehicles onto the grounds only through Red Gate, located on 17th Street between Columbia Hall and the Jackman Long Building.

Vehicles found on the Fairgrounds after 9 am, may be towed to the Oregon State Fair's impounding area at the owner's expense. If parked within the fire lane or blocking the fire lane vehicle may be towed to the Oregon State Fair's impounding area at the owner's expense. No Exhibitor vehicles, including motorized scooters (except ADA), golf carts, ATVs, or bicycles are permitted inside the Fairgrounds after 9 am, and all supplies and materials for booths or stands must be delivered by 9:00 a.m. or hand-carried. No vehicles will be allowed to enter after 9 am to remove any items sold for delivery. **NO VEHICLES MAY BE PARKED IN ANY FIRE LANE.**

ACCESS TO BUILDINGS (OPEN AND CLOSE)

Exhibitors will be allowed access to the Jackman-Long building no earlier than 9 am each Fair day. Access to the Jackman Long building will be through the entrance on the north side. At the end of the day, lights will be turned out and the building will be locked 15 minutes past closing hour each evening of the Fair. Exhibitors should be prepared to close booths and leave the exhibit area at that time. Outside exhibitors in canopies, bulk, miscellaneous, and manufactured home spaces will also observe the above schedule. Access to the grounds will be through Red Gate between Columbia Hall and the Jackman-Long Building. Exhibitors will not be permitted to remain in booths overnight.

BALLOONS

Exhibitors are prohibited from selling or giving away helium balloons. Exhibitors may only sell or distribute NON- HELIUM or non-inflated balloons from their exhibit space.

CANOPIES (Tent Company) AND BOOTH FURNISHINGS RENTAL (Decorator)

The company that will provide canopy and tent service for the Oregon State Fair. All tents are REQUIRED to be provided through our preferred tent company. The company that will provide other exhibitor services such as tables, chairs, carpeting, forklift service, etc. These contractors have exclusive rights to provide such services as needed by the Exhibitor. Outside companies may not come onto the Fairgrounds to provide or install such equipment. Please contact the tent company and/or exhibitor service company, as shown above for pre-ordering such equipment. Remember, most outdoor 10' x 10' tent structures are already provided to the Exhibitor as part of the fee.

DELIVERIES TO FAIRGROUNDS

The Fair will not accept freight deliveries before the Fair, as storage facilities are not available. Freight deliveries expected during the Fair must be received by the Exhibitor with storage and unloading pre-arranged. The official decorator company (see above) has a forklift service available for this. As a courtesy, the Oregon State Fair management will receive UPS, FedEx, or Amazon Prime shipments (except CODs) but will not be responsible for loss, theft, or damage after they are signed for. While every effort will be made to notify Exhibitors about packages (including CODs) promptly, the Oregon State Fair management assumes no responsibility for loss of business due to late delivery. COD recipients are solely

responsible for payments on such packages. UPS or FedEx shipments, mail, or packages delivered by U.S. Mail during Fair time must have the Exhibitor's name and space number marked on the outside of the package.

PARKING FOR EXHIBITORS

Parking for Exhibitors who hold an Exhibitor season parking permit ("X" Park) will be located in the Exhibitor Lot on a first-come, first-served basis. Should the lot become full, "X" Park permits will allow access to the paid general parking lots. The "X" Park permit may be used on one (1) motorized vehicle such as a car, pick-up, van, etc. It may not be used on a non-motorized item such as a cargo trailer. For a fee, limited space is available for cargo trailers, trucks, etc., that are being used to store stock for booths. Check-in with the Credentials Office for availability and cost. Exhibitors will receive complete instructions concerning Exhibitor parking in the check-in packets before move-in.

CAMPING

A minimal number of full hook-up or electric-only spaces are available by reservation only by checking with the Oregon State Fair office beginning July 2026. Daily fees apply to all camping spaces. Remember, **Exhibitors will not be permitted to sleep in their exhibit booths or ANY OSFEC parking lots overnight.**

SPA EXHIBITS

Most spa dealers will be asked to provide a detailed layout of the configuration and placement of spas within their booth space by August 12. This will help the Fair electricians determine how to deliver electrical service to the booth space. Fair electricians will deliver the electrical service to the location but are NOT responsible for hooking up each spa. If hoses are found in aisle ways or walkways during public hours, they will be immediately removed by Fair personnel. Relocation of spas placed over hose bib vaults, basins, or other utilities will be the responsibility of the exhibitor. Use of sanitizing chemicals such as HTH, bleach, bromine, etc., is discouraged. However, if such a chemical must be used, the treated water may NOT be discharged into the ground or storm drain system without first neutralizing it. Violators are subject to fines by local DEQ officials, who will be on-site testing discharges.

ELECTRICAL

Each **inside space and outdoor canopied or bulk space** will be provided with **one (1) regular household outlet** (1,000 watts total) at no additional charge. Any additional outlets as required by the Exhibitor for extra lights, appliances, or high-draw exhibits must be purchased at established rates. Exhibitors may order additional electrical power on the Exhibit Space Application or by contacting the Oregon State Fair in writing no later than August 12. Orders received after this date will be assessed a penalty fee from \$50 to \$150 depending on the date received. Some orders may not be accommodated due to a lack of time, materials, or available electrical capacities. Should it be determined that an Exhibitor is using more power than entitled to, causing power overloads in exhibit areas, said Exhibitor will be required to purchase additional electrical facilities as needed for proper operation of equipment (and pay the appropriate penalty fee), or reduce the amount of power being used. Exhibitors will be limited to two (2) 50-amp outlets in any one (1) combined exhibit location depending on power availability. **SOME BOOTH SPACES HAVE AN ELECTRICAL PANEL LOCATED WITHIN THE PERIMETERS OF THE SPACE. UNDER NO CIRCUMSTANCES IS THE EXHIBITOR TO ENTER ANY ELECTRICAL PANEL. THE OREGON STATE FAIR ELECTRICIANS MUST HAVE ACCESS TO THESE PANELS AT ANY GIVEN TIME. DO NOT BLOCK.**

- Cords should be routed so that they do not present a trip hazard in both aisle ways and workspaces.
- Cords should be visually inspected before being put to use. Cuts, loose connectors, or exposed wires must not be put to use.
- Cords or outlet strips that are "daisy-chained" pose a fire hazard and are strictly disallowed.

ADMISSION PASSES

Exhibitors will receive an issued set quantity of daily admission passes for staff/volunteers working the booth(s) as indicated on the Commercial Exhibit Agreement. The number of passes received will be strictly based on the number of employees required to staff booth(s). This amount will be requested by the Exhibitor on the Exhibit Space Application. The Oregon State Fair management reserves the right to limit or modify the amount requested.

It is a violation to distribute any Exhibitor passes to anyone except the staff needed to operate a booth. Under no circumstances may passes be electronically reproduced. Misuse of any Exhibitor passes will result in non-compliance proceedings and possible permanent expulsion from the Fair. Remember, all passes are bar-coded and can be tracked back to the Exhibitor to whom they were assigned. Vendor passes for sale on Craig's List will be tracked!

Additional Exhibitor discounted daily admission passes may be purchased from the Credentials Office for \$6 each (no refunds are available for unused passes). Exhibitors may purchase general season admission passes at the established rates. Additional discounted Exhibitor parking permits may be purchased. Passes must be picked up at the Credentials Office located on the west side of the Jackman-Long Building during move-in days, August 18, 19, 20, 21, or any day during the Fair daily hours may apply. **PASSES WILL NOT BE MAILED.** The Oregon State Fair is a member of the Western Fairs Association and IAFE. Oregon State Fair will honor other members' WFA and IAFE passes.

INTERNET AND TELEPHONE SERVICE

Encrypted Wi-Fi internet service may be available in your booth location. However, this is a courtesy and its speed, consistency, or service is not guaranteed. Wi-Fi should have a strong signal in the Jackman-Long building and the Central Canopy area but will be intermittent in other locations. To keep the general public from accessing the stronger signal, a passcode will be provided to Exhibitors. *For landline telephone service* Exhibitors are responsible for ordering and paying for such service from the local provider, [CenturyLink](#). Please be sure to tell them that this is for temporary service and provide them with your correct address for billing.

INSURANCE

The Contractor/Renter shall obtain, at the Contractor/Renter's expense; the insurance specified below before performing any work under this Contract and shall maintain it in full force and at its own expense throughout this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. The Contractor/Renter shall pay all deductibles, self-insurance retention, and self-insurance if any. All insurance must be issued by an insurance company licensed to do business in Oregon. **It is the Contractor/Renters responsibility to ensure their proof of insurance has been sent to the OSFEC. Documents should be sent to OSFEC c/o Vendor Manager at least 2 weeks prior to the start of the Fair.**

1. **Required of Contractors/Renters with one or more paid workers, as defined by ORS 656.027.**

WORKERS' COMPENSATION. All employers, including Contractor/Renter, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers unless they meet the requirement for an exemption under ORS 656.126(2). The Contractor/Renter acknowledges responsibility for complying with Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires that insurance be provided for all subject workers. The contractor/Renter also agrees to indemnify, defend, and hold harmless the State of Oregon; the State Fair Council, and Oregon State Fair and Exposition Center and its officers, employees, and agents from any claims arising out of or based upon the workers' compensation laws of the State of Oregon. The Contractor/Renter shall require and ensure that each of its subcontractors complies with these requirements.

2. **Required of all Contractors/Renters.**

COMMERCIAL GENERAL LIABILITY. Contractor/Renter shall obtain, at Contractor/Renter's expense, and keep in effect during the term of this Contract, commercial general liability insurance covering activities/operations/indemnity provided under this Contract. Coverage requirements are a minimum of \$1,000,000 per occurrence of personal injury, bodily injury, death, property damage, products, completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis with an annual aggregate limit that shall not be less than \$2,000,000.

The State of Oregon; the Oregon State Fair Council, Oregon State Fair & Exposition Center, and its officers, employees, and agents must be named as an additional insured on the Contractor/Renter's insurance certificate, concerning operations/activities performed under this contract. The certificate shall show coverage for dates that cover the period of the Contractor/Renter's operations/activities under this contract. The name of the "Insured" Contractor/Renter on the certificate of insurance provided must be the same as the Contractor/Renter listed on the Contract. Insurance declaration pages and automatic renewal policy statements will not be accepted as valid forms of insurance coverage.

3. **Required of all Contractors/Renters.**

CANCELLATION ENDORSEMENT. Notice of cancellation of any of the required insurance coverages, except for Auto Liability, is required. All policies required here shall be endorsed and include the State of Oregon, Oregon State Fair Council, and Oregon State Fair & Exposition Center on the policy as a cancellation notice recipient. **THIS MUST BE SPECIFICALLY NOTED ON THE CERTIFICATE OR ENDORSEMENT.**

4. **Required of all Contractors/Renters.**

CERTIFICATE(S) AND PROOF OF INSURANCE. The contractor/Renter shall provide to the Oregon State Fair & Exposition Center Certificate(s) of Insurance and any policy endorsements for General Liability insurance before delivering any Goods and performing any Services required under this Contract.

INDEMNIFICATION

By signing the Commercial Exhibit Agreement:

- Exhibitor agrees to hold harmless and release from liability The Oregon State Fair & Exposition Center from all claims for loss or damage of any nature caused by me or my exhibit;
- Exhibitor agrees to expressly assume all risks of harm to me or my exhibit, including harm resulting from the negligence of other exhibitors or Fair visitors; and
- Exhibitor agrees to indemnify (to pay any losses, damages, or costs, including legal costs incurred by) the Oregon State Fair management, and to hold them harmless concerning claims for harm to me or my exhibit and for claims made by others for any harm caused by me or my exhibit while at the Oregon State Fair.

FORCE MAJEURE

This section describes our obligations to you and your obligations to us if one of us is unable to perform under our contract because of an "Occurrence" outside of your control or our control.

- **"Occurrence":** There are occurrences that neither of us can control: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war (whether war is declared or not), invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, action or law; (e) actions, embargoes or blockades in effect on or after the date of this contract; (f) national or regional emergency, including pandemic emergency; or (g) strikes, labor stoppages or slowdowns or other industrial disturbances.
- **If OSFEC Cannot Perform:** If because of an "Occurrence", the Oregon State Fair and Exposition Center ("OSFEC") must cancel its promise to provide you with space, rental facilities, sponsorship benefits, or other opportunities provided by this contract, OSFEC will give you a full refund of any amounts previously paid to OSFEC under this contract. You agree that OSFEC has no further obligation to you under the contract and that the contract is automatically terminated effective as of the date of Notification of the "Occurrence".
- **"Notification":** We each agree to notify the other of our inability to perform our obligations under our contract

within 48 hours of when we learn about the “Occurrence”, or within 48 hours of when we reasonably realize we will be unable to perform due to the “Occurrence”.

- Duty to Minimize: Upon Notification, if it is commercially reasonable for that party to still perform its respective obligations under the contract after the “Occurrence” is over, that party shall resume its obligations as soon as reasonably possible as long as the other party agrees and shall do its best to minimize the delay in performing its obligations under the contract.

RAIN POLICY

The Oregon State Fair management cannot prevent rain. All Exhibitors should be aware that, in Oregon, there is a very strong chance of having rain at some point during the Fair. When you sign your Commercial Exhibit Agreement, you are accepting that possibility. In the event of rain, we will make a reasonable effort to prevent the water from pooling, but certain outside areas *will pool*. There will be no refunds and all booths will be expected to remain open should it rain. We ask for your cooperation and you can expect the same from the Fair. Here are some suggestions for dealing with rain in the outdoor exhibit areas:

1. Build the booth up on a raised floor so that the booth will be above water puddles. Simple floors can be made from 2’ x 4’s and plywood or even out of pallets. When designing your floor, keep in mind safety precautions to prevent tripping hazards. Plan to put your floor in when you first move into your space; it will be too late if you wait until it starts raining.
2. Have a stiff push broom or wet vac available to remove water from your booth.

SECURITY

The Oregon State Fair has contracted security personnel will be on duty from 8 am Monday, August 24, 2026, through 5 pm on Tuesday, September 8, 2026. The security company will exercise all reasonable diligence in protecting the property of Exhibitors, but will not be responsible for articles lost by fire, theft, or mysterious disappearance. Please report any thefts to the Exhibitor Information Booth or Security Office as soon as possible. Exhibitors are encouraged to bring their own security cameras to observe their own booth space.

COMPLIANCE WITH SECURITY REQUIREMENTS

Commercial Exhibitors must enter the State Fairgrounds through Gate A and comply with any and all security related requests and requirements prior to entering the State Fairgrounds. Commercial Exhibitors agree to fully cooperate and comply with all reasonable security related requests and requirements including, but not limited to, to wandong or passing through a magnetometer.

WEAPONS / TOY WEAPONS

For public safety reasons, to avoid disruptive events, and to further the peaceful enjoyment of the Oregon State Fair, certain items are PROHIBITED FROM SALE OR OPEN DISPLAY. These items include firearms, weapons, and destructive devices as these items are defined by OAR 576-065-0000 and Prohibitions and Regulations OAR 576-065-0010. Also, not permitted are sales of certain toy weapons and potential weapons or threatening items, which include but are not limited to, blowguns and darts, paintball guns, swords, daggers, throwing stars, electronic stun guns, mace, pepper spray, and laser pointers. Certain knives such as household knives or other prohibited items may be permitted with specific approval from the Oregon State Fair management and the Commercial Exhibits Manager. If approved, such items may be required to be sold with special packaging or other safety features as required by the Oregon State Fair management and Commercial Exhibits Manager. Other items not specifically described above, but which may present threats to public safety or the peaceful enjoyment of the Oregon State Fair, may be prohibited on an individual case basis. Periodically, additional items may be prohibited by notice of the Oregon State Fair management and Commercial Exhibits Manager or by Administrative Rule. The determination of prohibited items is at the absolute discretion of the Oregon State Fair management and Commercial Exhibits Manager. The Oregon State Fair security and public safety staff will actively assist in the enforcement of this policy.

NONCOMPLIANCE PROCEDURES

If an Exhibitor refuses to comply with fees, conditions, rules, or other information outlined in this Exhibitor Handbook or the Commercial Exhibit Agreement, the Oregon State Fair management will take the following action:

1. Upon first observation of the Exhibitor's noncompliance, the Oregon State Fair Management will discuss the matter with the Exhibitor to inform the Exhibitor of the infraction and request compliance.
2. If the Exhibitor's noncompliance reoccurs, the Oregon State Fair Management will issue the Exhibitor a written Notice of Violation, stipulating that the Exhibitor complies within a specific period.
3. If the Exhibitor fails to comply with the first written notice of a specified period, the Oregon State Fair management will issue a second written Notice of Violation, stipulating that the Exhibitor attend a meeting with the Oregon State Fair management on a specified date and time. Failure of the Exhibitor to attend the meeting or to comply with agreements reached during such meeting will result in exhibit space being revoked, and the Exhibitor will be required to remove booth furnishings immediately, or the Oregon State Fair management will remove and store furnishings at a fee of \$100 per day or a portion thereof.
4. Due to the Oregon State Fair occurring during a specified time frame, time is of the essence about the proceedings. Therefore, the "specified period" as referred to above, may be measured in hours or days.
5. In cases of protest or disagreements from the Exhibitor, the decision of the Oregon State Fair CEO/Director and Commercial Exhibits Manager shall be final.

THE OREGON STATE FAIR - FIRE AND SAFETY REGULATIONS

To reduce printing costs and reduce paper usage, the Statewide Guidelines for Fairs, Trade Shows, Carnivals, or Common Venue Events are not included in this Commercial Exhibitor Handbook.

This information remains part of your Commercial Exhibit Agreement as a Commercial Exhibitor at the Oregon State Fair. By signing your Agreement, you are agreeing that you have read and understand and/or, have access to all of the information in the documentation as mentioned earlier, and will comply with all regulations contained therein.

There are three (3) ways to obtain this important information:

Download the PDF file directly from the Oregon State Fire Marshal from the following site:

<https://www.eugene-or.gov/DocumentCenter/View/35258/State-Event-TA?bidId=>

Email the Oregon State Fair to request a PDF file be electronically sent to you:

vendors@oregonstatefair.org

Call or email The Oregon State Fair to request a hard copy be mailed directly to you (this document will **NOT** be faxed to you):

Phone: 971-701-6567

Email: vendors@oregonstatefair.org

The City of Salem Fire Marshal, the Oregon State Fire Marshal, and/or any authorized representative of the Oregon State Fair may close down any exhibit, exhibitor, concession, or display for noncompliance with the fire safety policy.

A.D.A. POLICY

The Oregon State Fair supports compliance with the Americans with Disabilities Act. Please provide 72 hours notice if assistance is required. Contact the Oregon State Fair Office at (971)-701-6567.

FRAUD, WASTE, AND ABUSE POLICY

The Oregon State Fair is committed to preventing, detecting, deterring, and investigating suspected acts of fraud, waste, or abuse by employees, vendors, contractors, and other business partners. If you happen to witness any instance of Fraud, Waste, and Abuse, or to report suspected acts of Fraud, Waste, or Abuse, please contact the Main Office of the Oregon State Fair at 971-701-6567, and ask to speak with the Internal Auditor, or CEO/Director/.

Fair Time Food Concessions
Terms and Conditions
Oregon State Fair Food Concessions
Revised January 2026



- 1) **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

- 2) **REPRESENTATIONS AND WARRANTIES:**
 - a. **AUTHORITY; BINDING OBLIGATION:** Concessionaire represents and warrants that:
 - (1) Concessionaire has the power and authority to enter into and perform this Agreement; and
 - (2) This Agreement, when executed and delivered, shall be a valid and binding obligation of Concessionaire enforceable in accordance with its terms.

 - b. **WARRANTY ON SERVICE STANDARDS:** Concessionaire represents and warrants that:
 - (1) Concessionaire shall perform all services in a good and workmanlike manner, and in accordance with the highest applicable professional or industry standards; and
 - (2) Concessionaire shall at all times during the term of this Agreement utilize only personnel to perform the services who are qualified, competent, licensed and certified.

- 3) **ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Concessionaire shall not assign, sell, transfer, or sub-contract rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the Oregon State Fair & Expo Center. Further, no such written approval shall relieve Concessionaire of any obligations under this Agreement, and any delegate shall be considered the agent of Concessionaire. The provisions of this Agreement shall be binding upon and benefit the parties to this Agreement and their respective successors and permitted assigns.

- 4) **TERM OF AGREEMENT AND EXTENSIONS:** The term of this Agreement shall be for a one year (one state fair). This Agreement may be renewed for an unlimited time depending on Oregon State Fair & Expo Center needs. Prior to the next Fair, Oregon State Fair & Expo Center may take one of the following actions for each Agreement:
 - a. Extend the term of the Agreement for an additional year.
 - b. Extend the term of the Agreement for an additional year with Amendments (see below).
 - c. Terminate the Agreement.

Decisions will be based on evaluating a Concessionaire's sales performance, food quality, customer service, and ability to timely comply with Agreement terms, conditions, and fair-time notices, and based on what is in the best interest of the Oregon State Fair & Expo Center.

Amendments may include but are not limited to changes in payment structure, menu, location, and number of Concession Sites under each Agreement; additional state or local rules and regulations; other Oregon State Fair & Expo Center decisions that may affect food concessions, including but not limited to sponsorship agreements, marketing strategy, sustainability direction, safety requirements, etc.

- 5) **STANDARD OF PERFORMANCE/ PERMITS & AGREEMENT:**

- a. PERFORMANCE: Concessionaire must conduct its business in a competent, highly professional manner and in accordance with all applicable laws, ordinances, Oregon State Fair & Expo Center rules and regulations, Fire Marshal regulations, Marion County Health regulations, and the highest industry standards. Unless the means or methods of performing a task are specified elsewhere, Concessionaire shall employ methods that are generally accepted and used in the industry.
- b. PERMITS & AGREEMENTS: Prior to operation, Concessionaire shall secure, at Concessionaire's expense, all necessary permits, agreements or certification required for the proper conduct of Concessionaire's operations.

6) FEE STRUCTURE & PAYMENT SCHEDULE:

- a. FEES: Concessionaires must pay to the Oregon State Fair & Expo Center fees according to the terms specified on each Agreement. The fees may be based on a percentage of gross sales or a flat fee, based on Concession Site, location, menu items and projected sales as determined by the Oregon State Fair & Expo Center.
- b. DEPOSITS: Deposits are required to secure the Concession Site and must be received by the date indicated on the Agreement. Deposit amounts are determined each year by Oregon State Fair & Expo Center and may vary according to the terms of each Agreement at Oregon State Fair & Expo Center's discretion. Should Concessionaire cancel, or fail to show up, such Deposit will be forfeited and not returned.
- c. FINAL PAYMENT: The Final Payment is the percentage-of-gross sales amount as calculated by daily sales reports. If a Deposit was paid previously, it will be deducted from this Final Payment. **All percentage payments must be received no later than 5:00 PM of the Wednesday following the last day of Fair.**

7) FOOD QUALITY STANDARDS: The following items offered for sale, or used in items offered for sale must meet the standards stated here. Deviations from these standards require Oregon State Fair & Expo Center approval.

- a. MEAT & MEAT PRODUCTS: Concessionaires must use USDA-approved meat and meat products from a licensed supplier who complies with all laws pertaining to food processing and labeling. Concessionaires must handle and cook meat and meat products according with the guidelines and at the appropriate temperatures determined by the Food and Drug Administration/ Hazard Analysis Critical Control Points policies for food safety standards for each type of meat and/or meat product.
- b. DAIRY PRODUCTS: Only 100% real dairy products must be used. Dairy product substitutes such as imitation cheese for pizza may not be used. Sauces for nachos and other products must be made of real dairy products.

8) ADDITIONAL RULES & REGULATIONS FOR FOOD:

- a. FOOD PREPARATION, SERVING AND HYGIENE: All food concessionaires operating at the fair must comply at all times with the Marion County rules and regulations for temporary restaurant. Marion County will inspect Concession Sites and expect them to comply with county rules as well as the rules of the Oregon Department of Human Services, which can be found in "Temporary Restaurant Operation Guide" available at:
<http://www.oregon.gov/oha/ph/HealthyEnvironments/FoodSafety/Documents/tempguide.pdf>
- b. At least one person on duty per Concession Site must have a valid Marion County Food Handler Card or ServSafe Certification.

- c. Food employees who are also cashiers shall not contact exposed, ready-to-eat food (including ice cream, shave ice or snow cone products) with their bare hands. Such food employees must use single-use gloves or an appropriate utensil when handling all foods.
- d. SOFT DRINKS:
- 1) Size, Price & Quality: Ice must be available for fountain soft drinks and must be limited to 1/2 cup or less. At least two different sizes of fountain drinks must be offered. **Fountain drink prices are no longer regulated by Oregon State Fair & Expo Center *unless it is found that:* a) pricing is not within reasonable industry standard for the particular year of the fair, or; b) Collusion amongst concessionaires, price fixing, or price gouging is taking place in an effort to control the free market of soft drink pricing. In such cases, the Oregon State Fair & Expo Center reserves the right to institute fixed pricing on fountain drinks immediately.** Post or pre-mix fountain drinks must be regulated to soft drink vendor's specifications. Bottled or canned soft drinks are allowed as an option.
 - 2) Eco-Friendly Containers: The use of Styrofoam products to serve food is prohibited in all circumstances. Recyclable drinking cups and food containers are preferred for recycling and sustainability purposes.
- c. DRINKING WATER: For safety reasons, if water is available at the site, Concessionaire must make water available at no cost to patrons. Delivery of free water shall be in a cup no smaller than 3 ounces. Addition of ice to free water is not a requirement.

9) MENUS & PRICING:

- a. Requests for menu and price changes must be submitted to the Oregon State Fair & Expo Center in writing. If Concessionaire changes quality, quantity, price, or menu items without the prior written permission of the **Oregon State Fair & Expo Center**, Concessionaire may be subject to a Notice of Breach. At the end of each fair, Oregon State Fair & Expo Center reserves the right to modify prices and menu items by issuing a Agreement amendment.
- b. SPECIAL PRICING/PROMOTIONS: The Oregon State Fair & Expo Center may implement special promotions that could affect the Concessionaire's menu pricing. The Oregon State Fair & Expo Center will make every effort to solicit input from Concessionaires before implementing such promotions; however the Oregon State Fair & Expo Center reserves the right to make the final determination as to special pricing or promotions, and Concessionaires shall be required to participate in any such promotions.

10) CREDIT / DEBIT CARD ACCEPTANCE:

- Concessionaires are required to accept credit and/or debit cards as payment from their customers with the following provisions:
- a. Concessionaires may use a merchant service and transaction equipment of their choice. However, communications for transactions (cellular, satellite, telecom) are not guaranteed by the Oregon State Fair & Expo Center.
 - b. Concessionaire may not charge an additional fee to customers who choose to use a credit and/or debit card.
 - c. Concessionaire may, at their own option, require a minimum sale of \$10.00 as a condition of credit and/or debit card acceptance. This requirement must be clearly posted to the customers.
 - d. The Oregon State Fair & Expo Center will not reimburse, nor is any way responsible for merchant fees imposed to Concessionaire from their credit card processor.
 - e. Credit card acceptance requirement may be waived by the Oregon State Fair & Expo Center for certain concession stands that are very small, mobile or are located in an area that no electronic communication is available.

11) SALES REPORT REQUIREMENTS:

- a. CASH REGISTERS: The Oregon State Fair & Expo Center requires the use of cash registers *OR* approved cloud based POS systems, in all percentage fee structure Concession Sites.
 - i. CASH REGISTER REQUIREMENTS: Concessionaire must use cash registers that include the following features and capabilities.
 - a. Non-resettable grand total.
 - b. Non-resettable Z counter and Z reading.
 - c. Two station printer (separate journal and receipt tapes).
 - d. Date and time printed on the detail tape.
 - e. "No Sale" transaction counter.
 - f. Two-way display (Registers must be placed at front counters in plain view of the customers.)
 - g. Compulsory door mechanism (machine will not operate with drawer open).
 - h. No duplicate receipt capabilities.
 - ii. REGISTER MANUALS: Cash register operating manual must be made available to Oregon State Fair & Expo Center upon request
 - iii. CASH REGISTER PROCEDURE:
 - a. A "z" reading must be taken by the stand manager from each machine at the beginning and end of each operating day. **An opening z reading shall be provided to the fair on the first day of fair operations.**
 - b. All sales must be rung on cash registers from which a "z" reading has been taken at the beginning of the day. Training registers may not be used for actual sales.
 - c. All sales must be rung up on the cash register in the correct amount. Each tape used for each day must be clearly labeled for reporting (i.e. three tapes used, lettered A, B, C if register tapes changed three times on that day, with first tape of the day labeled A).
 - d. All customers must be offered the appropriate receipt.
 - e. The cash drawer must be closed following each sale. Continuously open cash drawers or the use of a separate cash box is prohibited.
 - f. The use of the "No Sale" key is limited to three rings per hour. If it is determined that the key is being overused, the Oregon State Fair & Expo Center will treat it as an unrecorded sales and will determine an appropriate amount, which it will add to the daily sales.
 - g. Over rings (see section b below).
 - h. The Detail/Journal tape must be removed at the end of each operating day.
 - i. Provision and maintenance of cash registers is the responsibility of the Concessionaire. Any problem must be reported to the Oregon State Fair & Expo Center by the end of the day.

- j. Oregon State Fair & Expo Center staff will place an Oregon State Fair & Expo Center - provided sign at a highly visible location at every Concession Site. The sign will read as follows: **“THE STATE FAIR REQUIRES A RECEIPT BE OFFERED TO EACH CUSTOMER AT THE TIME OF SALE.”** Concessionaire must display these signs in the locations established by Oregon State Fair & Expo Center staff for the duration of the Fair. If the Concessionaire believes the sign unduly interferes with operation of the Concession Site, the Concessionaire must obtain prior approval from Oregon State Fair & Expo Center for moving the sign. The new location must be visible to fair patrons and located within the Concession Facility.
- k. The Oregon State Fair & Expo Center must be allowed access to the cash registers at any time the Oregon State Fair & Expo Center deems it necessary.
- l. The Oregon State Fair & Expo Center reserves the right to place an observer inside any Concession Site to ensure proper cash register procedures.

b. CLOUD BASED POINT OF SALE SYSTEMS: Cloud based POS systems are acceptable for use as long as the following conditions are met:

- In instances of internet or cell phone interruption, your POS system must have an off-line mode with the capability of re-syncing upon reconnection of service.
- In lieu of daily journal tapes which are to be turned into the concessions office, a daily POS Payment Report will be accepted in hard copy form only. This report must contain
 - ✓ Date
 - ✓ Time of transaction
 - ✓ Employee
 - ✓ Cash Events
 - ✓ Other payment method (credit/debit/coupon)
 - ✓ Voided sales
 - ✓ Refunds

c. COMPUTATION OF SALES: Sales as shown by the cash registers less documented adjustments will be considered to be the actual gross sales from a Concession Site unless the Oregon State Fair & Expo Center has a valid reason to deem the sales to be higher (e.g. observed unrecorded sales, broken machines, etc.)

d. OVER RINGS: Over rings may be caused by operator error, or a customer that wishes to change a sale after the total has been keyed. Concessionaire will use the following procedure for over rings:

- (1) Over rings must be recorded on the Oregon State Fair & Expo Center-provided over ring sheet, initialed by the cash register operator and be clearly indicated on the register tapes by either circling with a pen, or marking with a highlighter pen. Any over ring not circled on the appropriate tape will not be accepted.
- (2) The number of allowable over rings will be limited to five percent (5%) of gross sales, per stand, per day. Example:
 - Stand has a daily gross sales report of \$3000.00.
 - 5% of \$3000.00 is \$150.00.
 - No more than \$150.00 is allowed as a reduction of gross sales due to over rings for that day.
- (3) Exceptions to daily over-ring limits must be approved by the Oregon State Fair & Expo Center.

e. ACCOUNTING:

- (1) Reporting Requirements: The Concessionaire must submit a complete and accurate daily sales report for the previous day along with cash register tapes and any over ring sheets. Concessionaires must use the Oregon State Fair & Expo Center-provided blank daily sales report and over ring sheets for their daily

reporting. Records received in other formats will not be accepted, and the Concessionaire will need to resubmit the required information in the approved format.

- (2) Fair Auditors may temporarily retain cash register tapes for review and will return them to concessionaires when they complete their review.

12) SIGNS, SPONSORSHIP AND ADVERTISING: Concessionaires are not permitted to advertise or issue discount coupons on food or beverage items for sale on the Oregon State Fair & Expo Center's grounds without the written permission of the Oregon State Fair & Expo Center's Food Concessions Manager. The use of signs or other media (cups, t-shirts, caps, aprons, hats, table cards, etc.) advertising branded product not directly associated with the food or drink products served in that stand is prohibited without prior approval from the Oregon State Fair & Expo Center. This includes menu board advertising.

13) PRODUCT SAMPLING AND TASTING: The Oregon State Fair & Expo Center reserves the right to allow sampling of products and/or tasting of products anywhere within the fairgrounds. All sampling and/or tasting must be approved by the Oregon State Fair & Expo Center.

14) PERSONNEL:

- a. **STAFFING LEVELS:** The Concessionaire will provide an adequate number of personnel at the Concession Site to timely attend to patrons and prevent unreasonably long lines that may pose a safety risk or interfere with the normal flow of Fair traffic.
- b. **TRAINING:** The Concessionaire shall train and closely supervise all employees to assure the highest standards of cleanliness, courtesy and service required.
- c. **APPEARANCE:** Concessionaire's employees **MUST** at all times be well groomed and neatly and cleanly dressed or uniformed. Concessionaires may be asked to cover advertising on employees' attire if such advertising conflicts with Oregon State Fair & Expo Center sponsorships. Uniforms must have name tags displayed so that the employees' **first** name is visible to patrons.
- d. **CUSTOMER SERVICE:** Concessionaire's employees must at all times be polite and courteous to the Oregon State Fair & Expo Center's patrons, employees and partners. Employees shall not, either by act or language, offend or unreasonably disturb patrons or interfere with a program or event in progress. The Oregon State Fair & Expo Center management shall be the sole judge in the determination of such matters.
- e. **PERSONNEL REMOVAL & EXCLUSION:** In some circumstances, the Oregon State Fair & Expo Center may determine that an employee poses a great risk to Oregon State Fair & Expo Center, fair patrons and/or partners and thus, may remove the employee from the Oregon State Fair & Expo Center's facilities. Oregon State Fair & Expo Center will provide notice to the Concessionaire of the action taken. Depending on the severity of the circumstance, the employee may not be allowed to return as a worker during the current, and/or may be excluded from the fairgrounds for a designated period of time.
- f. **PERSONNEL RECORDS:** Concessionaire must keep accurate records of the full names and addresses of personnel working during the duration of the Agreement. Concessionaires must promptly make these records available to the Oregon State Fair & Expo Center or any other state or local agency that has a business reason to request this information.

15) ACCESS TO GROUNDS:

- a. **VEHICULAR ACCESS:** Delivery motorized vehicles are not permitted on public areas of the Oregon State Fair & Expo Center grounds after 9:00 a.m. until one half-hour after official closing each evening during the Fair, except **if the Concessionaire obtains written approval and/or training from Oregon State Fair & Expo Center to use a golf cart**

or similar vehicle to transport supplies to their Concession Site during public hours. Without such written approval, the use of golf carts or similar vehicles is strictly forbidden.

- b. **ADMISSION:** The Applicant will indicate on the Application how many daily admission passes it needs to operate each Concession Site using the formula of number of daily employees multiplies by 11 days of Fair. This requested number of passes is subject to the Oregon State Fair & Expo Center’s approval. The approved number of passes will be noted on the Agreement and will be made available prior to Fair upon complying with pre-Fair requirements, as listed below. The Concessionaire may purchase additional passes from the Credentials Office at a discounted rate set by the Oregon State Fair & Expo Center.
 - i. Pre-Fair Requirements: Before being issued employee access passes, the Concessionaires must demonstrate the following:
 - a. The Concessionaire has Proof of liability insurance and workers’ compensation, when applicable;
 - b. The Concessionaire complied with Marion County temporary restaurant permit;
 - c. The Concessionaire menu offered and prices charged match the details in the “Food Concessionaire Agreement;” and
 - d. The Concessionaire’s cash registers or POS system in use meet the requirements outlined in the Sales Report Requirements listed above.
 - ii. Pass Restrictions: All passes are strictly for the Concessionaire’s employees and cannot be given or sold to anyone else. A Concessionaire violating this requirement will be subject to Notice of Breach. Unauthorized persons using the passes will be ejected from the Fair and not allowed in without a valid patron ticket.

16) SITE ADDITIONS & RELOCATIONS: The Oregon State Fair & Expo Center reserves the right to add, delete and/or relocate Concession Sites when in the best interest of the Oregon State Fair & Expo Center.

17) SET-UP, OPERATION & REMOVAL:

- a. **SET-UP:** Concessionaire-furnished concession stands, equipment, and facilities are not permitted on the Oregon State Fairgrounds prior to 8:00 am the first Monday within two weeks of the upcoming Fair’s opening day (August 10, 2026). Concessionaire must complete check-in procedures before operating a Concession Site. (Further information regarding check-in procedures will be provided to the Concessionaire prior to opening of Fair.)
- b. **STORAGE:** Storage for concession provisions, i.e. food stuff, ice, cups, office space, etc. is limited to a space within the indicated dimension of each Concession Site. Provisions will need to be hand-trucked from the parking lots if sufficient storage space is not available behind or inside the stands. **Concessionaire is not allowed to create more storage space by relocation of pre-determined space.**
- c. **EQUIPMENT:** Concessionaire shall provide equipment and menu boards necessary to efficiently operate its Concession Site(s). The menu board(s) size and design must be approved by the Oregon State Fair & Expo Center. Hand-lettered signs must be approved by Oregon State Fair & Expo Center and are generally not permitted. A laminated “stand number” sign (8.5” x 11”) will be supplied by Oregon State Fair & Expo Center and must be displayed in a highly visible location for the duration of the Fair. Placement of this sign is at the Oregon State Fair & Expo Center’s discretion. **Sufficient lighting is required so menus, signs, banners are easily seen by fair patrons during the evening hours.**

- d. **FACILITIES:** All Oregon State Fair & Expo Center premises, buildings, facilities, and equipment to which the Concessionaire is granted exclusive, temporary, or rental use remain at all times the property of the Oregon State Fair & Expo Center. Concessionaire shall not alter, demolish or make additions to the Oregon State Fair & Expo Center premises, buildings, facilities or grounds without prior written approval of plans by the Oregon State Fair & Expo Center. All such alterations or additions become the property of the Oregon State Fair & Expo Center at the conclusion of the Agreement or upon termination
- e. **COMPENSATION FOR DAMAGES:** The Concessionaire must take responsibility for any damage done to Oregon State Fair & Expo Center property while operating under the Agreement. The Concessionaire must either pay for returning property to original condition or timely reimburse Oregon State Fair & Expo Center for such costs, at the discretion of the Oregon State Fair & Expo Center
- f. **REMOVAL:** Concession stand(s) and equipment must be removed within ten (10) days after the conclusion of Fair (September 22, 2026) unless otherwise authorized in writing by the Oregon State Fair & Expo Center.

18) UTILITIES:

- a. **ADJUSTMENTS:** The Oregon State Fair & Expo Center will provide utilities as described in the announcement of food concession opportunity as part of the features of each Concession Site. If needed, Oregon State Fair & Expo Center may make utility adjustments to the extent possible at each Concession Site. **Concessionaire bears all costs of connecting utilities, including but not limited to panels, extension cords, natural gas etc.** Additional electrical services required by the Concessionaire must be purchased at rates established by the Oregon State Fair & Expo Center. Concessionaires are asked to make requests for additional power needs as early as possible and at least 72 hours prior to opening day of the Fair. All connections will be reviewed by the Oregon State Fair & Expo Center for safety and compliance with local codes.
- b. **EFFICIENT USE:** Concessionaire shall use or consume all Oregon State Fair & Expo Center -furnished utilities in an efficient and economical manner. Exterior lights, signs, menu boards, etc., may not be turned on until one hour prior to dusk and must be turned off within one hour after closing. All interior and exterior lights, signs, menu boards, etc., and equipment (burners, ovens, lamps, etc.) must be turned off when not in use and within one hour after closing.
- c. **ADDITIONAL UTILITIES:** Concessionaire may, at its option and expense, provide telephone and/or other services as may be required for Concessionaire's operations.
- d. **ELECTRICAL:** The Standard power of 2- 110 v 20 amp plugs for basic refrigeration or lights will be provided. Additional power will be subject to the pricing below. Electrical capacity will vary on location and what is available. **Electrical will be an additional fee, not included in Deposit.**

50 amps.....	\$ 300 each
100 amps.....	\$500 each
200 amps.....	\$850 each

LATE ELECTRICAL ORDER SERVICE CHARGES: If electrical orders are received after August 1st, add \$50 to the above rates.

19) REFUSE:

- a. **TRASH & JANITORIAL:** Concessionaire shall be solely responsible for janitorial maintenance and trash removal inside the Concession Site. In some areas, namely the Main Food Court, Concessionaires will be provided Oregon State Fair-owned wheeled totes and are responsible for transporting these totes to nearby trash compactors. State Fair employees may assist transporting, when available. Such compactors will be operated by the Oregon

State Fair & Expo Center. It is imperative that all garbage generated from each stand is first placed in plastic garbage bags/liners before placing into the wheeled totes. Do not dump loose food items or other garbage into the wheeled tote! Bag it first!

- b. **RECYCLING & COMPOSTING:** Concessionaire is required to participate in all recycling and composting programs. Failure by Concessionaire to cooperate with recycling efforts may result in a Notice of Breach.
- c. **GREASE / OIL:** Concessionaire shall be solely responsible to install required grease traps to all applicable appliances in use for the operation of their food booth, trailer, and/or truck. Grease and oil must be disposed of in containers furnished by the Oregon State Fair & Expo Center from professional disposal companies. Concessionaires improperly disposing of grease or oils in Oregon State Fair & Expo Center sanitary or storm drains will be required to pay the cost of removing such wastes and repairing any damage resulting from Concessionaire's improper disposal. Concessionaire will also be subject to Notice of Breach.
- d. **GRAYWATER:** Graywater must be disposed of in appropriate sanitary drains or portable holding tanks. Concessionaires improperly disposing of graywater will be required to pay the cost of removing such graywater and repairing any damage resulting from Concessionaire's improper disposal. Concessionaire will also be subject to Notice of Breach. **Please note that this year, a \$60.00 fee will be applied to each greywater tank dump. This fee helps cover the cost of proper waste handling and disposal.**
- e. **HAZARDOUS MATERIALS:** Concessionaire must notify the Oregon State Fair & Expo Center prior to using products containing hazardous chemicals to which the Oregon State Fair & Expo Center employees or any other party may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules Chapter 437. Upon the Oregon State Fair & Expo Center 's request, Concessionaire must immediately provide Material Safety Data Sheets for such products.
- f. **WASP TRAP:** Each concessionaire is required to provide a MINIMUM OF 1 WASP trap at each stand.
- g. **STOCK TRAILER PARKING:** Limited trailer parking is available upon request and is offered on a first come, first served basis. Spaces will be assigned. **Stock trailer spaces will be an additional fee, not included in Deposit.**

Stock Space \$ 600 each

20) INSURANCE REQUIREMENTS: Beginning this year, insurance requirements have been updated. See “EXHIBIT A”, which is attached to this document. It is imperative that Concessionaire shall provide the required documentation, with the correct wording / endorsements as specified. Failure to do so will result in the Oregon State Fair & Expo Center prohibiting affected stands from opening for business. Note: To assure accuracy on Certificates of Insurance, Concessionaires should closely review the following items on “Exhibit A”:

- Coverage amounts
- Automobile Liability
- Notice of Cancellation (this must be specific)
- Correct wording of “Additional Insureds”

21) INDEMNIFICATION: Concessionaire shall defend, save, hold harmless, and indemnify State of Oregon, the Oregon State Fair and Exposition Center, and its officers, employees and agents (the “Indemnified Parties”) from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, and in connection with any petition for review) (collectively, "Claim") which may be brought or made against the Indemnified Parties arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Concessionaire, its employees, agents, arising out of or related to this Agreement To Do Business, or (ii) the Concessionaire's infringement of any patent, copyright, trade secret or other proprietary right of any third party.

Concessionaire's obligation under this section shall not extend to any claim primarily caused by the negligent or willful misconduct of an Indemnified Party.

The Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of the State and/or its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of the State, its officers, employees and/or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Exhibitor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and/or that of its officers, employees, or agents under (i) and (ii) above.

22) LIMITATION OF LIABILITIES: Except for liability arising under or related to indemnification, neither party shall be reliable for (i) any indirect, incidental, consequential or special damages under the Agreement or (ii) any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.

23) VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between Oregon State Fair & Expo Center and Concessionaire that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONCESSIONAIRE HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

24) BREACH OF AGREEMENT – NOTICES & TERMINATION: Concessionaires are expected to comply with all terms and conditions. Breach of the Agreement may result in written documentation given on a Notice of Breach as described below. An unaddressed Notice of Breach could lead to Agreement termination. A Notice of Breach or Termination Notice will be factored into a Concessionaire's post-Fair evaluation score, which will be used for current or future announcements and opportunities decisions.

- a. **NOTICE OF BREACH:** The Oregon State Fair & Expo Center will issue a Notice of Breach as soon as the breach is noted. The notice will state the breach, indicate a time and meeting to be held with Oregon State Fair & Expo Center staff. In addition, the notice will state that if the Concessionaire fails to attend the meeting or correct the breach by meeting time, the Concessionaire may be subject to termination of current Agreement.
- b. **TERMINATION NOTICE:** The Oregon State Fair & Expo Center may issue a Notice of Termination for the Concessionaire's Agreement if the Concessionaire fails to comply with the terms of the Notice of Breach. The notice must list the reason for revocation, the timeframe for evacuating the Oregon State Fair & Expo Center grounds, any potential effect on current and future working relationships with the Oregon State Fair & Expo Center.
 - i. Upon receiving a notice of termination of this Agreement, Concessionaire shall immediately cease all activities under this Agreement, unless Oregon State Fair & Expo Center expressly directs otherwise in such notice of termination.
 - ii. Termination under any provision of this Agreement shall not extinguish or prejudice the Oregon State Fair & Expo Center's right to enforce this Agreement with respect to any default of Concessionaire's performance that has not been cured, including any right of the Oregon State Fair & Expo Center to indemnification by Concessionaire.

- 25) STRIKES, LABOR DISPUTES, PICKETING:** In the event of strikes or labor disputes, picketing, or other disturbances by labor unions, political or religious groups, or other special interest groups during the dates of operations, there will be no reduction or reimbursement to the Concessionaire for potential or actual lost revenues or amounts paid previously to the Oregon State Fair & Expo Center. In the event that the entire State Fair event is closed due to the aforementioned activities, a reimbursement on a pro-rata basis of the deposit will be made to the Concessionaire based on the deposit amount paid to the Oregon State Fair & Expo Center.
- 26) FORCE MAJEURE:** Neither Oregon State Fair & Expo Center nor Concessionaire shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Concessionaire shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Oregon State Fair & Expo Center may terminate this Agreement upon written notice after reasonably determining that such delay or default will likely prevent successful performance of this Agreement.
- 27) WAIVER:** The failure of Oregon State Fair & Expo Center to enforce any provision of this Agreement shall not constitute a waiver by Oregon State Fair & Expo Center of that or any other provision.
- 28) SURVIVAL:** Termination of this Agreement shall not extinguish or prejudice Oregon State Fair & Expo Center 's right to enforce the warranty, indemnification, access to records, governing law, venue, consent to jurisdiction and remedies provisions.
- 29) SEVERABILITY:** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- 30) COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:**
- a. The Concessionaire shall comply with all federal, State and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, the Concessionaire expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (i) Titles VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and State civil rights and rehabilitation statutes, rules and regulations. All laws, regulations and executive orders applicable to this Agreement are incorporated by reference where so required by law. The State's performance is conditioned upon Concessionaire's compliance with ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, as applicable, the terms of which are incorporated by reference into this Agreement.
- b. In the event of a conflict between the specifications and applicable federal or State laws, the federal or State laws shall prevail. Provided, however, in the event any conflict is based solely upon minimum standards, such as quality or safety, the higher or more stringent standard shall apply. The Concessionaire shall be responsible for making any modifications required to achieve compliance with the required laws and standards. The Concessionaire shall notify the Oregon State Fair & Expo Center of any such required modifications upon receipt of knowledge or notification of such.

- c. By choosing to enter the Oregon State Fairgrounds property, you are volunteering to walk through, and consenting to the use of, weapon detectors and or wandings. **ORS 565.521, 565.456**
- d. No unauthorized sales or vending on property. Unless you have a valid OSF vendor license, it is a Class D violation to conduct business on the property of the Oregon State Fair and Exposition Center. **ORS 565.610.**
- e. You are entering an area where there are public buildings. Unless exempted under **ORS 166.370**, any person who intentionally possesses a loaded or unloaded firearm or a dangerous weapon while in, on, or adjacent to a public building shall upon conviction be guilty of a Class C felony. **NOTE:** In accordance with the law, you will be required to show proper I.D. if you are carrying a concealed weapon onto the Oregon State Fairgrounds and Exposition Center property. **ORS 166.370, 166.291, 166.292, 166.360(9) and 166.380.**
- f. Any open beverages will not be allowed within the gates. The Oregon State Fair allows for any non-alcoholic factory sealed beverages will be allowed to be brought into the grounds.
- g. All Exhibitors will be required to enter through the Exhibitor Gate (Red Gate).

31) FOREIGN CONTRACTOR: If the amount of this Agreement exceeds \$10,000, and if the Concessionaire is not domiciled in or registered to do business in the State, the Concessionaire shall promptly provide to the Oregon Department of Revenue all information required by that department relative to this Agreement. Oregon State Fair & Expo Center shall be entitled to withhold final payment under this Agreement until the Concessionaire has met this requirement.

32) SAFETY AND HEALTH REQUIREMENTS: Concessionaire warrants that, in the performance of services under this Agreement, the Concessionaire shall comply with all applicable state and federal health and safety standards, including but not limited to, those established by the federal and State Occupational Safety and Health Administrations (OSHA and OROSHA) and the State Workers' Compensation Division.

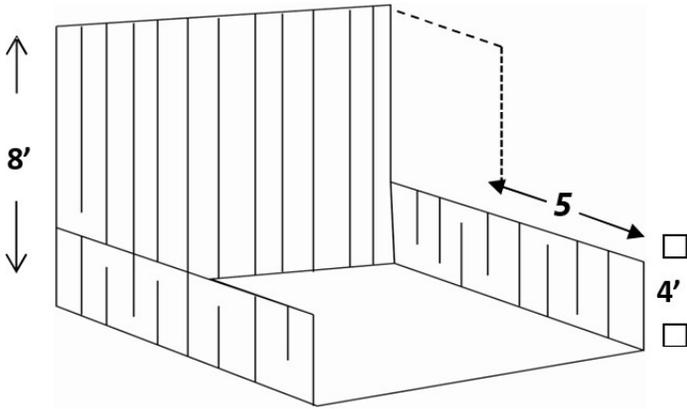
33) INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

- a. The Concessionaire shall perform all required services as an independent contractor. Although Oregon State Fair & Expo Center reserves the right to (i) set and modify the delivery schedule for the services to be performed, and (ii) evaluate the quality of the completed performance, Oregon State Fair & Expo Center cannot and will not control the means or manner of the Concessionaire's performance. Concessionaire is responsible for determining the appropriate means and manner of performing all services.

34) ACCESS TO RECORDS: The Concessionaire shall retain, maintain, and keep accessible all records relevant to this Agreement, including fiscal records (the "Records"), for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Fiscal records shall also be kept in accordance with generally accepted accounting principles. During the record-retention period established in this section, the Oregon State Fair & Expo Center, its duly-authorized representatives and the federal government shall have access to the Records for purposes of examination and copying.

BOOTH SPECIFICATIONS

Standard Indoor Booth



4' is the maximum height of display allowed in the front 5' of the booth. Exceptions are neighboring "end cap" booths (see below drawing regarding end cap booths)

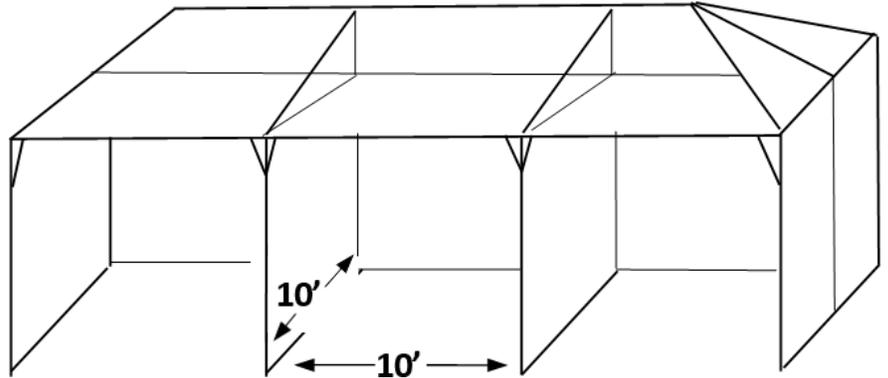
Each booth includes:

- * 8' drape back wall
- * 3' drape side dividers
- * One outlet, up to 1,000 watts
- * Admission and parking passes

Standard 10' x 10' Outdoor Booth

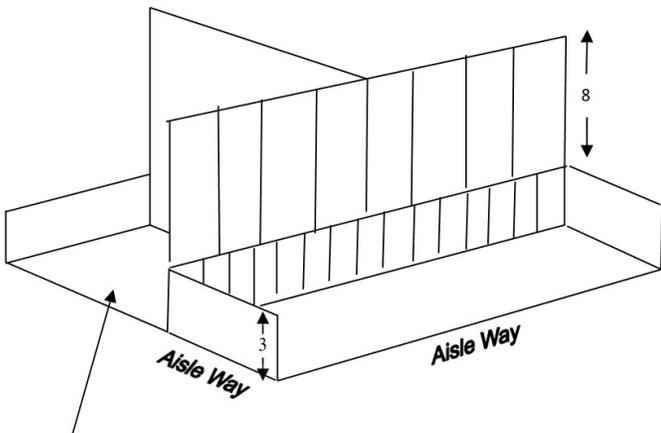
Each booth includes:

- * 3 sidewalls (except corner booths)
- * One outlet, up to 1,000 watts
- * Admission and parking passes



Indoor Booth End Cap "Back-Wall"

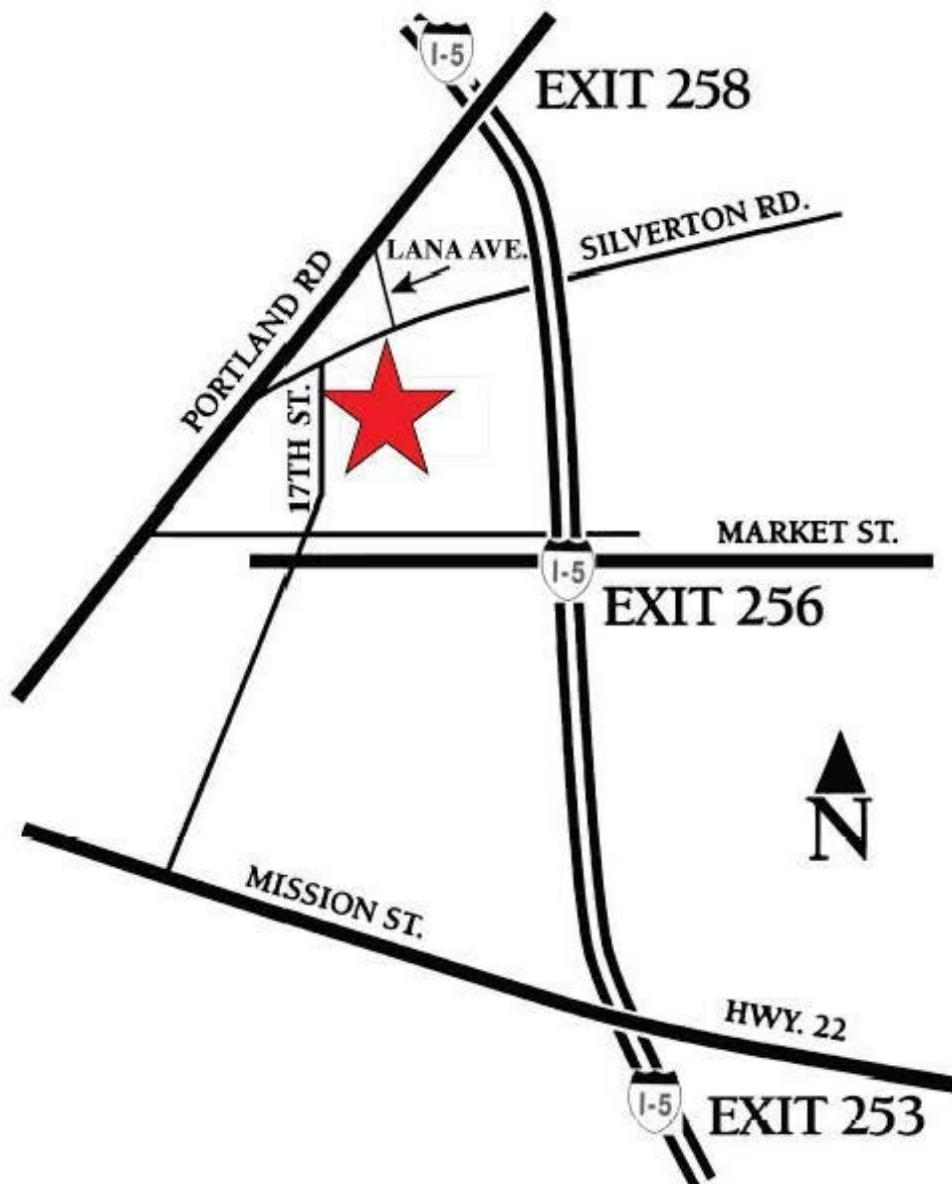
Neighboring exhibitors on either side of end cap displays may have limited visibility due to the height of the end cap full back wall

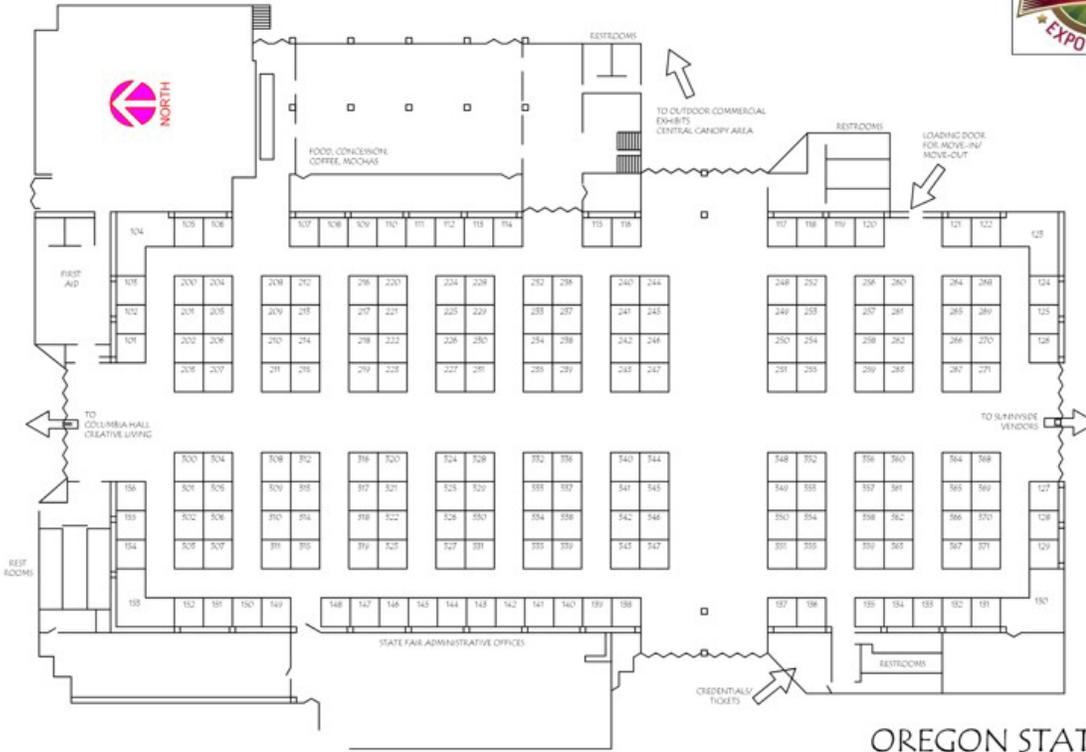


Neighbors of some end cap booths may have restricted visibility from one side

EXHIBITOR ENTRANCE IS AT **RED GATE** ON 17TH STREET (There is a tall “Red Gate” sign there)

GPS TO: 2330 17TH ST NE SALEM OREGON 97301





OREGON STATE FAIR JACKMAN-LONG BUILDING



