

# VENDOR HANDBOOK



The NEW

**LINCOLN COUNTY FAIR**

**June 30-July 2, 2023**

*Join us for*  
**An Old-Fashioned 4<sup>th</sup> of July Celebration**

## **Location**

Lincoln County Commons (Fairgrounds)  
633 NE 3<sup>rd</sup> St, Newport, OR 97365

## **Operating Hours**

Friday & Saturday – 10am to 9pm  
Sunday – 10am to 5pm

**All vendors are expected to comply with all rules and requirements listed herein. Completion of the vendor application serves as your agreement to these terms and conditions.**

Copies of this Handbook are available for free at [www.thelincolncountyfair.com](http://www.thelincolncountyfair.com)

or at 1211 SE Bay Blvd, Newport, OR 97365

More Info: 541-648-6818 or [heather.tower@oregonstate.edu](mailto:heather.tower@oregonstate.edu)

*No liability is accepted for possible errors or omissions in this Handbook.*

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## **LINCOLN COUNTY FAIR DATES AND HOURS**

**All vendor booths are required to be open for business and staffed during the Fair hours listed here.**  
*Vendors who do not comply with this requirement may not be allowed to participate in future years.*

Friday, June 30	10AM to 9PM
Saturday, July 1	10AM to 9PM
Sunday, July 2	10AM to 5PM

## **BOOTH PRICES**

<b>Vendor Type</b>	<b>10x10</b>	<b>10x20</b>	<b>10x30</b>
Food Vendor	\$175+15% receipts	\$300+15% receipts	\$325+15% receipts
Commercial Out-of-County	\$200	\$300	\$400
Commercial In-County	\$100	\$175	\$250
Non-Profit	\$75	\$125	\$175

*All fees are NON-REFUNDABLE and payable in check, cash or money order only.*

**Inside Main Exhibit Hall** – fee includes pipe and drape and at least one standard electrical outlet, additional outlets may incur a fee; tables and chairs are NOT provided.

**Outside on Lawn or Pavement** – fee includes space only; add \$50 for electrical service; tables and chairs are NOT provided.

Booths are allocated on a first received and paid, first served basis. All efforts will be made to accommodate the vendor's first location preference, however the scheduling of activities and large displays may require some booths to be rearranged. The Fair reserves the right to designate where a vendor may present their exhibit as it is deemed beneficial to the Fair and its patrons.

**PLEASE NOTE:** Our outdoor 110 circuits are GFCI protected. GFCIs do not work well with electric motors (e.g. refrigerator/freezer compressors, blenders, etc.). If you are using these appliances you will likely need separate circuits for each appliance. Even this may not be sufficient and vendors should plan for alternate power or appliance options. Please consult with management to ensure your needs can be met and are compatible with your neighboring vendors.

## **MOVE-IN AND MOVE-OUT**

**Move-in** for all areas will take place on **Thursday, June 29** starting at 8AM or on June 30 by individual arrangement. Vehicles will be permitted on the grounds during set-up for unloading through the end of the day Thursday. All booths must be **ready for business no later than 9:30AM Friday, June 30**. The Lincoln County Fair reserves the right to demand removal of vehicles from any area of the grounds at any time.

**All exhibits must remain set up until 5PM on Sunday, July 2.** Booths that are taken down early may not be permitted to participate in future events. Removal of exhibits and materials may take place until 10PM on Sunday. Move-out is also possible on Monday although no overnight security is provided on Sunday.

Vendors are expected to remove all trash and debris from their exhibit area and place it in the trash cans provided by the Fair. Any articles not removed from the grounds may become the sole property of the Fair, which reserves the right to dispose of such property in any manner it may deem in the best interest of the Fair. Removal of items is subject to fees.

Vendors requiring special accommodations during move-in or move-out must make prior arrangements with the Fair. Vendors needing a move-in/out time other than those listed above must contact the Fair managers in advance to see if it can be accommodated.

## **GENERAL RULES**

1. All beverages sold on the Fairgrounds during the Fair must be Pepsi/Bigfoot Beverage products (see page 5 for further details). Any Vendor found to be selling products other than those on the approved list will have the product removed and returned at the completion of the Fair. Failure to comply with this rule can lead to expulsion from the event.
2. Sound devices, including but not limited to speakers, organs, pianos, radios, are subject to approval of Lincoln County Fair 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 Vendor's sound level is too loud, please report it to the Fair Office. Do not try to "drown out" noise by creating more.
3. Vendors must care for and keep in good order the space occupied by them, taking every precaution against possible injury to visitors, guests, or employees.
4. **Smoking of any kind (including vaping) is prohibited anywhere on the Fairgrounds.**
5. Well-behaved pets are allowed on the Fairgrounds in designated areas. Owners are responsible for cleaning up after their pets. No pets are allowed in the Livestock Barn.
6. Sale of any food or beverage including ready to consume items and water is subject to the 15% of sales food vendor fee. Sampling is permitted, however it must be listed on the vendor application.
7. Placing of advertising material on or in automobiles on Fairgrounds property is specifically prohibited and no permission for such distribution will be granted under any circumstances.
8. Canvassing or solicitation except by exhibiting firms is not allowed. Canvassing or demonstration of exhibit must be confined to the inside boundaries of Vendor's assigned space and in no case may extend to any other part of the grounds. Advertising of candidates for office may take place only in a booth rented for that purpose.
9. The Lincoln County Fair reserves the right to refuse exhibits which may violate community standards of decency or otherwise infringe upon the rights of, or cause bodily harm or intimidation to, our staff, vendors, or members of the public.
10. Lincoln County Fair reserves the right to stop or remove from the Fair or relocate any Vendor, or his representative and/or exhibit, who is performing any act or practice which, in the opinion of the Lincoln County Fair, is illegal; interferes with the performance of other Vendors; 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 merchandise that has a counterfeit logo, graphic, or brand name that is identical to, or substantially indistinguishable from a registered trademark. Lincoln County Fair has procedures that will allow outside investigations and/or seizures concerning such merchandise. For further information about trademark counterfeiting, see Oregon Revised Statute 647.135.
12. Vendors shall comply with those laws, rules and regulations and codes of the State of Oregon, Lincoln County, City of Newport, and the Lincoln County Fair that may include but not be limited to worker's compensation insurance, health and safety, fire, construction, and utilities.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Handbook or Vendor Application shall be valid unless made in writing and signed by the parties.
14. The decision of the Fair Manager or his/her representative, in their official capacities, must be accepted as final in any disagreement between Vendors.
15. All matters not covered in these conditions are subject to the decision of the Fair Manager or her/his representative, in their official capacities, which shall be final.

## **BEVERAGE SALES**

Bigfoot Beverage/Pepsi is the exclusive provider for the Lincoln County Fair. **All beverages sold onsite must come from the list below. Vendors found to be selling other products will have them removed and may be denied the right to continue serving at the Fair.**

The following brands maybe sold onsite during the Fair. This includes all derivatives such as diet, flavored (cherry, etc), caffeine free, etc.

- Pepsi
- Sierra Mist
- Dr Pepper
- Mountain Dew
- Squirt
- MUG
- Crush
- Brisk
- Schweppes
- Aquafina
- Earth<sub>2</sub>O
- Propel Fit Water
- Lipton
- Lipton Pure Leaf
- TAZO Tea
- Fruit Shoot
- Ocean Spray
- Naked Juice
- Hog Wash
- HUMM Kombucha Tea
- Gatorade
- Muscle Milk
- AMP (energy drink)
- No Fear (energy drink)
- SOBE
- Starbucks
- RUNA Tea & Energy

Vendors are not required to purchase from Bigfoot Beverage, however you may choose the convenience of preordering and having your beverages delivered onsite Thursday or Friday. A representative will also check in with vendors during the event should additional items be needed. To place an order with Bigfoot Beverage, please call 541-265-8871 or email [bmarthaller@bigfootbeverages.com](mailto:bmarthaller@bigfootbeverages.com).

## **FOOD VENDOR PERMITS**

All Vendors selling food products are required to have at least one person present with a valid Oregon Food Handler's Certificate (obtainable online) at the booth at all times. Vendors are also responsible for obtaining the necessary county permits, including the temporary restaurant license. For more information, contact the Lincoln County Environmental Health Department in Newport at 541-265-4127 or <http://www.co.lincoln.or.us/hhs/page/environmental-health>

## **VENDOR INSURANCE**

Food Vendors are required to furnish a Certificate of Liability Insurance listing the Lincoln County Fair as an additional insured and with minimum coverage levels of \$1,000,000 per occurrence and \$2,000,000 general aggregate. All vendors are required to have insurance coverage appropriate to their products, with those selling any form of consumable encouraged to carry the above coverage.

## **RULES OF CONDUCT**

All Vendors are expected to conduct themselves in a professional manner and according to the Rules and Requirements listed in this Handbook. Vendors will refrain from mentioning their competitors or their competitors' products in a derogatory manner or in any other way disparaging another Vendor who is also participating in the Fair. Any unruly conduct, refusal to follow rules, or use of foul language may be considered grounds for expulsion from the Fair. Such Vendors may not be invited to return to subsequent Fairs.

**All Vendors will be required to keep their booths open all three (3) days of the Fair during all official Fair hours. Violators may face expulsion and not be asked to return.**

The Lincoln County Fair provides a service to both Vendors and Fairgoers. It is our policy to maintain clean facilities, neat grounds, and respect for our Fairgoers. We must insist that Vendors provide the same respect for Fairgoers as well as fellow Vendors. Lincoln County Fair

retains the right to remove any Vendor and his exhibit from the Fairgrounds if Vendor does not comply with any of these rules and requirements.

### **DRAWINGS FOR FREE PRIZES**

The following rules apply to all Vendors who wish to conduct a drawing for a free prize. These do not apply to licensed charitable raffles, which are controlled and regulated by the Oregon Department of Justice.

1. Entry forms/draw slips may ask for patron's name, address, phone number, and email ONLY. The name of the Vendor must be on the entry form/draw slip, as well as the drawing date and a list of prize(s).
2. Any information obtained from entry forms/draw slips are for exclusive use of the Vendor holding the Use Agreement doing the drawing and may not be sold or distributed to another party.
3. All drawings for free prizes must be conducted on or before the last day of the Lincoln County Fair.
4. No purchase may be required for a person to be eligible for the prize drawing or for the prize to be awarded.
5. At the booth where the drawings are entered, a clearly 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 4) If entrants are subject to sales appointments, calls or contacts, this must be indicated.

Any Vendor conducting a drawing who fails to comply with any of the above rules shall be subject to immediate cancellation of booth space and/or exclusion from participating in future Lincoln County Fairs.

### **SUBLEASING**

Vendors may not sublease their space to a third party. Space may be shared or transferred to another entity with the prior approval of the Fair.

### **CONSUMER SAFEGUARD**

Applications will be denied from persons who are doing business under court order, notice, or investigation by the State of Oregon or any other state for alleged or confirmed violation of consumer fraud laws. All applicants are subject to verification of this by the Oregon State Department of Justice, at the Fair's discretion.

### **BOOTH FURNISHINGS**

All materials, fabrics, table coverings, etc. used in exhibit and display decoration must be flame resistant. Such materials are subject to inspection by the Lincoln County Fire Marshal who may demand removal of untreated materials. Questions should be referred to the Lincoln County Fire Marshal's Office.

Rugs or mats are suggested floor coverings for the exhibit booths (used with approved tape only). Extension cords may be used within fire and safety guidelines. All booth furnishings, including signs and display racks must remain inside the boundaries of designated booth space at all times.

Vendors shall not deface Lincoln County Fair facilities or property in any way. Painting of walls and floors is prohibited.

### **SIGNS**

All signs, banners, or posters supplied by Vendors must be professionally made, neat in appearance and placement must meet Lincoln County Fair guidelines (see Booth Furnishings above). The use of hand lettered or felt-marker signs are discouraged. All signs advertising any product by brand name placed on the outside of Vendor's designated area may be in violation or may require an extra fee, as this may be in conflict with paid sponsors.

### **VENDOR CLEAN-UP**

During and at the end of each day, Vendors are responsible for keeping their area clean. Garbage should be placed in sealed bags in the designated area (northwest of Food Vendor Court) with recycling broken down in the same

area. Fair personnel will not enter booth exhibit area.

Any Vendor using food for demonstrations such as slicers, cookware, blenders, etc., must provide a waterproof, covered container to hold refuse and prevent leakage. Vendors are responsible for emptying their refuse container daily or more frequently as required. Any Vendor who has an exhibit that allows food, water, or refuse to leak onto the floor into another Vendor's booth will be subject to a \$25.00 cleaning fee for each occurrence and after the second occurrence will be subject to expulsion from the Fairgrounds without refund. You may be liable for injuries caused to persons slipping in such leakage.

### **VENDOR ACCESS TO BUILDINGS**

Vendors will be allowed access to Main Exhibit Hall no earlier than 8:00 AM each day of Fair. Lights will be turned out and building locked at 15 minutes past closing hour each evening of the Fair. Vendors should be prepared to close booths and leave exhibit area at that time. Outside Vendors will also observe the above schedule. Vendors will not be permitted to remain in booths overnight.

### **VENDOR PARKING**

Vendors are NOT allowed to park in the high school parking lot next to the Fairgrounds. An area on the northeast side of the Fairgrounds will be designated for vendors.

### **RECREATIONAL VEHICLES/CAMPING**

Limited RV spaces may available adjacent to the Fairgrounds, as well as dry camping options for vendors. Information about these options will be sent to all vendors about a month before Fair. There are several other RV park options in or close to town including the Port of Newport in South Beach: [www.portofnewport.com](http://www.portofnewport.com) or 541-867-3321.

### **INTERNET SERVICE**

Wireless Internet from CoastCom is available at no extra cost. Service cannot be guaranteed and may vary depending on the level of use by other vendors. Contact management for the password.

### **SECURITY**

Lincoln County Fair will exercise all reasonable diligence in protecting property of Vendors. All exhibits are placed at the Vendor's own risk. The Main Exhibit Hall is locked each evening 15 minutes after Fair close and reopened 1 hour before Fair opening each morning. The Fairgrounds' gates are locked each night and security patrols the area throughout the night.

### **BOOTH ASSIGNMENTS/POWER NEEDS**

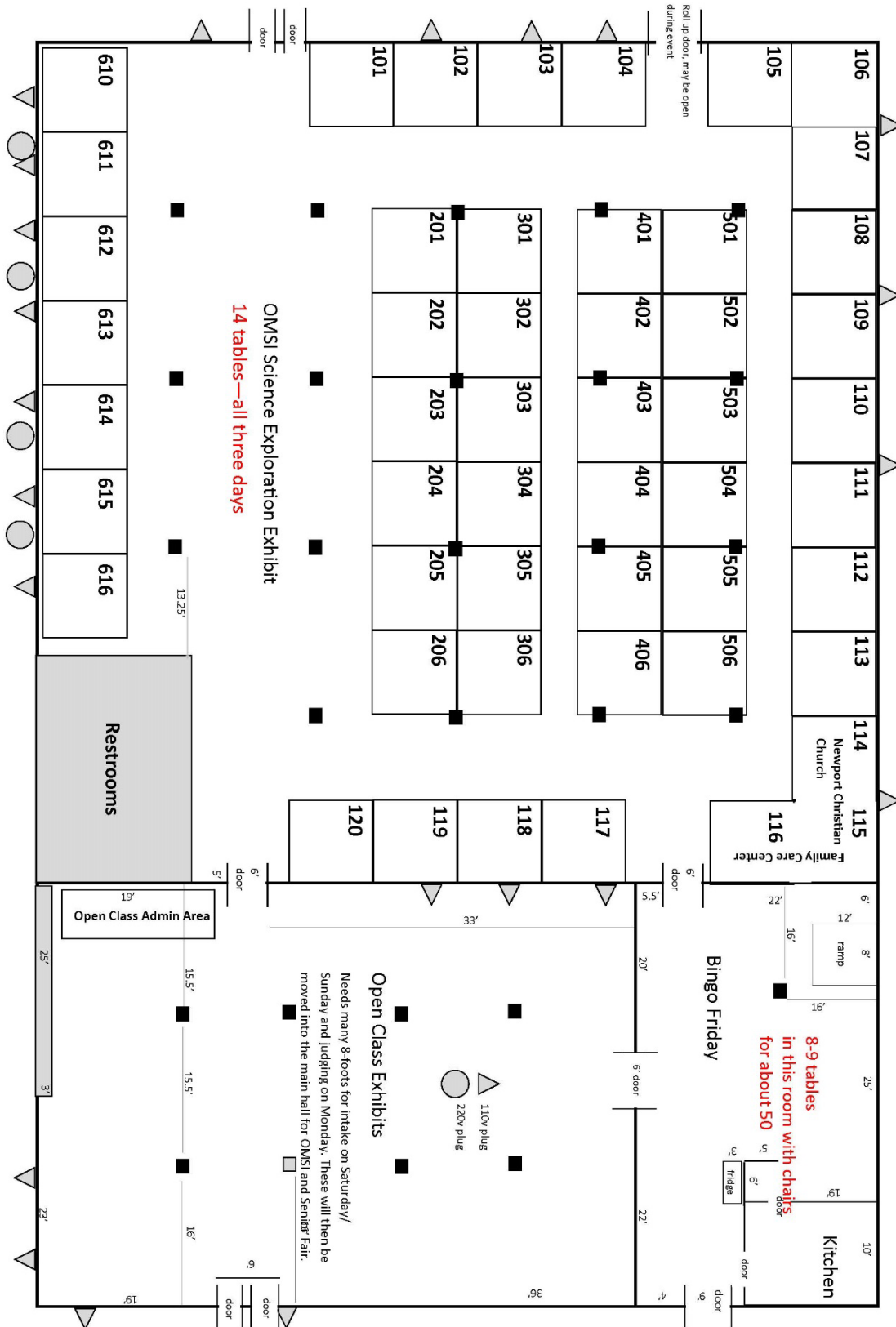
Booths are assigned on a first paid, first served basis. Every effort will be made to accommodate a vendor's first preference; however factors such as competing products and other Fair events/exhibits may require opting for the second or third choice.

Vendors requiring **power outlets** must indicate this on their application (add \$50 for outside vendors). **PLEASE NOTE:** Our outdoor 110 circuits are GFCI protected. GFCIs do not work well with electric motors (e.g. refrigerator/freezer compressors, blenders, etc.). If you are using these appliances you will likely need separate circuits for each appliance. Even this may not be sufficient and vendors should plan for alternate power or appliance options. Please consult with management to ensure your needs can be met and are compatible with your neighboring vendors.

Vendors must provide their own extension cords. Tables and chairs are NOT provided.

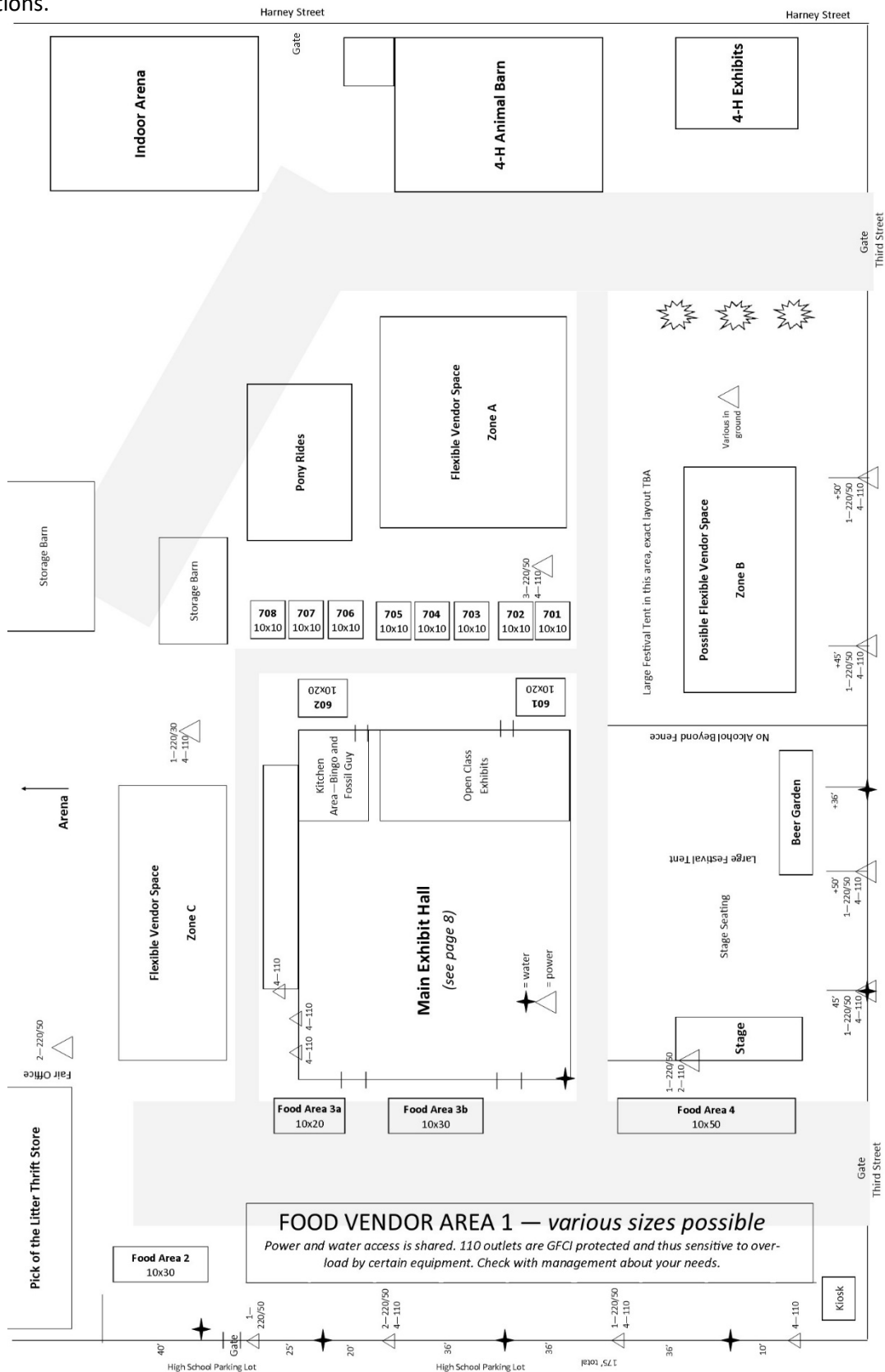
All **indoor spaces** are pre-mapped (see page 8) and include pipe and drape between and behind the booths. **Outside vendor** locations will be finalized once all fair activities have been determined (such as kid zones or larger attractions). **Food vendors** are located on the pavement outside the main exhibit hall (west side).

**Main Exhibit Hall Booth Map (subject to change)** – if you want a booth larger than 10x10, please list on your application all booth numbers you want to occupy.





**Outdoor Booth Map (subject to change)** – For food vendors and outdoor booth locations, please indicate your preferred zone and we will contact you once we have determined the exact booth locations.



**Vendor/Exhibitor Space Request**

Business/Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Website: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Booth Description (list items to be sold/displayed or include menus/brochures): \_\_\_\_\_

I am interested in camping accommodations (basic) at the Fairgrounds:     Yes     No     Maybe

**BOOTH REQUEST – Please CHECK your selected booth size and type in the table below:**

Vendor Type	10x10	10x20	10x30
Food Vendor	<input type="checkbox"/> \$175+15% receipts	<input type="checkbox"/> \$300+15% receipts	<input type="checkbox"/> \$325+15% receipts
Commercial Out-of-County	<input type="checkbox"/> \$200	<input type="checkbox"/> \$300	<input type="checkbox"/> \$400
Commercial In-County	<input type="checkbox"/> \$100	<input type="checkbox"/> \$175	<input type="checkbox"/> \$250
Non-Profit	<input type="checkbox"/> \$75	<input type="checkbox"/> \$125	<input type="checkbox"/> \$175

**Electricity Needed:**  Yes     No (*Outside vendors add \$50*)    **Type:**  110     220    **# of Outlets:** \_\_\_\_\_

Preferred Booth # \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    *Booth location not guaranteed until final scheduling of all events.*  
(number or zone)    1<sup>st</sup> choice    2<sup>nd</sup> choice    3<sup>rd</sup> choice

*By signing below you agree to all rules and requirements listed in the Lincoln County Fair Vendor Handbook. Failure to comply can lead to your removal from the Fair at any time.*

**Signature:** \_\_\_\_\_    **Date:** \_\_\_\_\_

*For Office Use Only*

Payment Amount: \_\_\_\_\_    Date Received: \_\_\_\_\_    Notes: \_\_\_\_\_