



Event Center on the Beach29392

Ellensburg Avenue,
Gold Beach, OR 97444
541-247-4541

CurryFair@CurryCountyOR.gov

RETAIL VENDOR CONTRACT

This Licensing Agreement is made by and between the **Curry County Fairgrounds**, a department of Curry County, a General Law County and political subdivision of the State of Oregon ("Fairgrounds"), and _____, hereinafter called the "Licensee," on this ____ day of _____, 202__.

Business Name: _____

Contact Name _____

Address: _____ **City:** _____

Phone: _____ **Email:** _____

Please check the appropriate box(s) indicating your requested space details:

Inside -

☐ 10' x 10' - \$150

☐ 10' x 20' - \$300

Outside -

☐ 10' x 10' - \$125

☐ 10' x 10' - \$250

Extras -

☐ Electric - \$25

☐ Water - \$10

☐ Table(s) - \$10 Each

☐ Chair(s) - \$1 Each

Please attach additional information that could be pertinent for us to know about your vendor. Example: pricing, pictures, etc.



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By signing below, Licensee agrees to:

1. Must make sure all cords are covered to prevent tripping hazards.
2. Vendor shall, at Vendor's sole expense, maintain commercial general liability insurance on an occurrence basis for the duration of this Agreement. Vendor agrees to indemnify, defend, and hold harmless Curry County, the Curry County Board of Commissioners, and the Curry County Fair Board from all claims, damages, or liabilities arising out of Vendor's use or occupancy of the Fairgrounds. Insurance limits shall be not less than \$1,000,000 per occurrence combined single limit. Curry County and the Curry County Fair Board shall be named as additional insureds. A certificate of insurance shall be provided prior to Vendor's operation.
3. Licensee shall comply with all applicable laws including ORS 279B.220, 279B.230, and 279B.235. Licensee shall maintain workers' compensation coverage for all persons employed by Licensee to perform work in compliance with ORS Chapter 656.
4. If required the Fairgrounds will issue to the vendor up to (2) two non-transferrable event admission tickets with receipt of deposit and signed contract.
5. Licensee shall hold harmless the Fairgrounds and Curry County from claims due to closure caused by riot, weather, emergency use, etc.
6. Compliance with all State and County food, health, and alcohol laws is required.
7. Indemnification:
 - a. Licensee responsible for any property damage.
 - b. Licensee shall indemnify and hold harmless Fairgrounds and County from liability for injury or damage caused by Licensee or guests.
8. Licensee shall keep its area clean at all times and shall remove all trash, grease, and debris generated by its operations. Area must be left in clean condition at event close.
9. No modifications, additional wiring, generators, or open flames may be used without prior approval of Fairgrounds management.
10. Vehicles must be parked only in designated vendor areas. Unauthorized vehicles may be removed at Licensee's expense.
11. Licensee shall accurately track all sales and make records available upon request for verification of gross revenue.
12. **No marijuana, ingestible hemp, tobacco, illegal drugs, or paraphernalia allowed in buildings or on grounds.**



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13. Vendor Terms:

- a. Set up prior to the opening of the event unless otherwise agreed upon with Fairgrounds Manager.
- b. Staff the booth at all hours the event is open to the public unless permission has been granted by the Fairgrounds Manager.
- c. Early teardown of the booth is strictly prohibited and may result in additional charges and/or the vendor being prohibited from participating in future events.
- d. Sell only items that have been approved by the Fairgrounds Manager. If unapproved or inappropriate items are sold, as determined by the Fairgrounds, the vendor may be required to leave the event and may be prohibited from participating in future events.
- e. Refrain from putting holes in walls or otherwise damaging buildings or Fairgrounds property.
- f. Be respectful to all patrons, volunteers, and staff of the Fairgrounds.
- g. Not sublet or assign privilege or portion of the space covered by this agreement.

The Fairgrounds reserves the right to immediately terminate this Agreement and require Licensee to vacate the premises for failure to comply with this Agreement, applicable laws, or Fairgrounds rules. No refund shall be due upon termination for cause.

Curry County Fairgrounds:

Licensee:

Printed Name

Printed Name

Signature and Date

Signature and Date