**Event Center on the Beach**

**Curry County Fairgrounds**

29392 Ellensburg Avenue, Gold Beach, OR 97444

541-247-4541 Fax: 541-247-4542

curryfair@gmail.com eventcenteronthebeach.com

2025 CURRY COUNTY FAIR

NON-PROFIT VENDOR CONTRACT

This Licensing Agreement is by and between the Curry County Fairgrounds, a department of Curry County, a General Law County, Political Subdivision of the State of Oregon (County), hereinafter called the **Fairgrounds**, and, \_\_\_\_\_\_\_\_ \_\_\_ hereinafter called the **Vendor**; on this day of , 2025; witness to:

Company Name: Owner/Operator Name: Stand Name: Mailing Address: City: State: \_\_\_\_\_\_\_\_\_\_ Zip: Business Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website: E-mail: On Site Contact Name: Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Both FAIRGROUNDS and VENDOR agree to the following terms and conditions:

1. The FAIRGROUNDS grants to the VENDOR the privilege of operating and maintaining a non-profit booth during the dates of: July 23-26, 2025.
2. Booth space will not be guaranteed unless space fee and signed contract are received by July 1st, 2025.
	1. All spaces are contingent upon proof of insurance (if necessary) and a fully signed contract.
	2. The above described VENDOR shall be permitted the sharing/sale of pre-approved items only, as named on the attached list.\*
	3. List must be specific as these are the only items VENDOR is approved to share/sell.
3. VENDOR shall pay to the FAIRGROUNDS, the sum of identified below.
	1. Non-Profit:
		1. Inside
			1. 10’x10’: $100
			2. 10’x20’: $200
		2. Outside:
			1. 10’x10’: $50
			2. 10’x20’: $100
	2. Utilities/Extras
		1. Electric: $25
		2. \_\_\_\_ Water: $10
		3. \_\_\_\_ Table(s): $10 ea
		4. \_\_\_\_ Chair(s): $1 ea
4. A Photograph or drawing of proposed booth must be provided. Previously submitted diagrams are acceptable if current.
5. Vendor must furnish all tables, chairs, display and other needs. Tables and chairs are available for rent by contacting the Fairgrounds Office.
6. FAIR/EVENT ADMISSION: If required the FAIRGROUNDS will issue to the VENDOR up to 2 non-transferable season/event admission tickets with receipt of deposit and signed contract these tickets will be available at check-in. VENDOR shall not allow tickets to be used by any other persons. VENDOR shall not transfer or sell any tickets issued pursuant to this contract.
7. INSURANCE: Any COMMERICIAL VENDOR shall, at its own expense, at all times during the term of this agreement, insure its operation with a broad form of liability insurance written on an occurrence basis, condition to pay all claims for injury or damage to persons or property arising out of the VENDOR’s use of the facilities and other property. The VENDOR hereby assumes and agrees to be responsible for and to the Board of county commissioners and members of the Curry County fair board, jointly severally, individually, and privately, to hold harmless from all claims and demands of damage of injury to person or property and for contract liability arising in any manner from VENDOR’s use and occupancy under this agreement. The minimum limits of bodily injury shall be $500,000.00 each person, with $1,000,000.00 each occurrence; and property damage liability shall be $500,000.00 each accident with an aggregate of not less than $1,000,000.00. Carrier shall include Curry County and Curry County Fair Board as additional insured on said Policy and forward a certificate to the fair with the signing of this contract. Carrier shall notify the fair at least ten (10) days prior to any cancellation or modification. This policy of liability insurance to be examined and approved by the FAIRGROUND's designated agent prior to the first day of the terms of this agreement.
8. WORKER'S COMPENSATION COVERAGE: Any COMMERCIAL VENDOR shall provide

worker's compensation coverage for all subject workers and volunteers (as defined by ORS 656.027) employed or volunteered to VENDOR to perform work pursuant to this contract. The worker's compensation coverage to be provided by VENDOR shall be in full compliance with ORS Chapter 656. Forward a copy of certificate to the fair Board with the signing of this contract.

1. Force Majeure: A “Force Majeure Occurrence” is an occurrence that a party cannot reasonably control, including but not limited to (a) acts of God; (b) flood, fire (including wildfire and/or wildfire smoke), 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, regional, or local emergency, including epidemic or pandemic; or (g) strikes, labor stoppages or slowdowns or other industrial disturbances. If the Fairgrounds cannot perform its obligations under this Agreement because of a Force Majeure Occurrence, the Fairgrounds may terminate this Agreement upon written notice to VENDOR and shall give VENDOR a refund of any amounts previously paid by VENDOR to the Fairgrounds under this Agreement, and VENDOR and the Fairgrounds agree that neither party shall have any further obligations under this Agreement. If VENDOR has used and occupied the Property prior to such termination, VENDOR shall pay for the use of the Property up to the time of such termination.
2. Drug use and paraphernalia: No marijuana or ingestible hemp items are allowed in any building or on the grounds of the Fairgrounds, including the parking areas.

“Marijuana items” means marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts. “Ingestible hemp items” including but not limited to any hemp products or by products that can be ingested or smoked. Tobacco items, including, but not limited to, cigarettes, cigars, pipes, chew snuff, electronic cigarettes and smokeless tobacco, cannot be used within any facility on the grounds at the Fairgrounds. In addition, no illegal drugs or paraphernalia are allowed on the property.

Vendor Terms of Agreement: By signing this document for vendor space, I understand and agree to the following terms:

* Vendor will be set up prior to the opening of the event unless otherwise agreed upon with Fairgrounds Staff.
* Vendor will man the booth during ALL hours the event is open to the public unless permission has been granted by Fairgrounds Staff. Unless prior permission is given by Fairgrounds Staff, early tear-down, or removal of the booth from the space before the end of the event may result in an additional charge or vendor may not be allowed to return for future events.
* Vendor will only sell items that have been approved by Fairgrounds Staff.
* Vendor will provide all of their own tables, chairs and necessary display items unless otherwise specified in application by Fairgrounds Staff.
* Vendor will not put holes in walls or otherwise damage buildings.
* Vendor will restrict all activities and advertising to the space rented and shall not do roaming advertising or place advertising on the outside of buildings, cars parked on the grounds or other locations without previous permission from Fairgrounds Staff.
* Vendor will be respectful to all patrons, volunteers, and staff at the Fairgrounds.
* Vendor agrees that no tobacco, marijuana, or other illegal substances and/or paraphernalia will be allowed to be used, sold, or exchanged on the premises at any time.
* Vendor will not sublet or assign privilege or portion of the space covered by this agreement to any other person or persons or allow any use other than listed.
* Vendor will remove any temporary structures from the rented space within forty-eight (48) hours after the close of fair, or secure written permission from fair Management to hold space and late removal of structures.
* Leave the rented premises in a clean and orderly condition.

In witness whereof, this RETAIL VENDOR CONTRACT has been executed by and on behalf of the parties hereto, on the day written above.

**FAIRGROUNDS: VENDOR:**

Curry County Fairgrounds 29392 Ellensburg Ave

Gold Beach, Oregon 97444

**Name, Title Date Name, Title Date**

**Signature Signature**