

# 2020 VENDOR'S GUIDE

*Washington*  
**STATE FAIR**

PUYALLUP

# SPRING FAIR<sup>®</sup>



Includes Rules & Regulations

# GENERAL INFORMATION

## Address

### Mailing Address:

Washington State Fair  
110 9th Avenue SW  
Puyallup, WA 98371-6811

### Shipping Address:

Washington State Fair  
1404 5<sup>th</sup> Street SW  
Puyallup, WA 98371-6811

### Phone Numbers:

Switchboard - (253) 845-1771  
24-Hour Hotline - (253) 841-5045  
Fax - (253) 841-5390

Website: [www.thefair.com](http://www.thefair.com) E-mail: [info@thefair.com](mailto:info@thefair.com)

## Tickets and Passes

Each vendor will receive a maximum of twenty (20) one-day passes per booth space. Passes can be picked up in the Pass Office on the 1st floor of the Administration Building. All vendor passes allotted are specifically for the use of **employees and/or staff only**.

## Pass Office Hours - 2020

Monday, April 6 - Friday, April 10 ..... 8:30 am – 4:30 pm  
Monday, April 13 – Tuesday, April 14..... 8:30 am – 4:30 pm  
Wednesday, April 15..... 10:30 am – 7:00 pm  
Thursday, April 16 ..... 10:30 am – 4:30 pm  
Friday, April 17 ..... 8:30 am – 4:30 pm

***The Pass Office will be closed April 18 and 19***

## Services

### Decorator -

### ***Triumph Expo & Events, Inc.***

12614 Interurban Avenue South  
Seattle, WA 98168  
Telephone: (206) 431-1010 / FAX: (206) 431-2643

### TENT & CANOPY

### ***CORT Party Rental***

2523 Pacific Highway East  
Fife WA 98424  
Telephone: (253) 922-9898 / Fax (253) 922-8270

First Aid/Fire/Security ..... 9-911  
Lost & Found (Administration, 1st Floor) ..... (253) 841-5057  
Lost Children (Administration, 1st Floor)..... (253) 841-5095  
Operations (Electrical, Plumbing, Garbage, etc.)..... (253) 841-5042  
Trailer Space..... (253) 841-5057

**Make reservation in advance. Send full amount with reservation.**

Full Hookups, Orange Lot \$35.00 per night with advance registration  
Partial Hookups with Sani-Can, Lot L \$35.00 per night with advance registration  
\$42.00 per night with on-site registration  
Vendor Services Office (Fair Week, **SE ShowPlex**): ..... (253) 841-5049

## Setup Schedule:

Mon.- Fri.,	April 6-10 Food Booth & Outside Displays Only	8:00 am – 4:30 pm
<b>Sat. – Sun.</b>	April 11-12 .....	<b>NO SETUP</b>
Mon., April 13	Set-up Outdoors ONLY .....	<b>8:00 am – 4:30 pm</b>
<b>Tue., April 14</b>	<b>Set-up ALL BUILDINGS &amp; GROUNDS</b>	<b>8:00 am – 4:30 pm</b>
<b>Wed., April 15</b>	<b>Set-up ALL BUILDINGS &amp; GROUNDS</b>	<b>8:00 am – 7:00 pm</b>
<b>Thurs., April 16</b>	<b>Set-up ALL BUILDINGS &amp; GROUNDS</b>	<b>8:00 am – 1:00 pm</b>

## Service, Red, Blue & Gold Gates and Building Hours

Mon., April 13	.....Service & Gold Gates .....	8:00 am – 4:30 pm
Tues., April 14	.....Service, Blue & Gold Gates	8:00 am – 4:30 pm
Tues., April 14	.....Buildings Open .....	8:00 am – 4:30 pm
Wed., April 15	.....Service, Blue & Gold Gates/Bldgs...	8:00 am – 7:00 pm
Wed., April 15	.....Buildings Open .....	8:00 am – 7:00 pm
Thur., April 16	.....Service Gate .....	6:00 am – 11:00 pm
Thur., April 16	.....Buildings Open to Vendors	8:00 am – 10:00 pm
	<i>Vehicles Must be Removed from Grounds</i>	<i>1:00 pm</i>
<b>Thur., April 16</b>	<b>...Buildings Open to Public</b>	<b>2:00 pm – 10:00 pm</b>
Fri., April 17	.....Service Gate .....	6:00 am – 11:00 pm
Fri., April 17	.....Buildings Open to Vendors	8:00 am – 10:00 pm
	<i>Vehicles Must be Removed from Grounds</i>	<i>12:00 noon</i>
<b>Fri., April 17</b>	<b>.....Buildings Open to Public</b>	<b>10:00 am – 10:00 pm</b>
Sat., April 18	.....Service Gate .....	6:00 am – 11:00 pm
Sat., April 18	.....Buildings Open to Vendors	8:00 am – 10:00 pm
	<i>Vehicles Must be Removed from Grounds</i>	<i>9:00 am</i>
<b>Sat., April 13</b>	<b>.....Buildings Open to Public</b>	<b>10:00 am – 10:00 pm</b>
Sun., April 19	.....Service Gate .....	6:00 am – 11:00 pm
Sun., April 19	.....Buildings Open to Vendors	8:00 am – 11:00 pm
	<i>Vehicles Must be Removed from Grounds</i>	<i>9:00 am</i>
<b>Sun., April 19</b>	<b>.....Buildings Open to Public</b>	<b>10:00 am – 8:00 pm</b>
Sun., April 19	.....Load-Out <b>See Schedule on Page 29</b>	

### **ALL BUILDINGS MUST BE CLEARED Tues., April 21, BY 4:30 PM**

Mon., April 20	.....Service Gate & Buildings..	8:00 am – 4:30 pm
Tue., April 21	.....Service Gate & Buildings..	8:00 am – 4:30 pm

### **ALL BOOTHS MUST BE REMOVED BY April 21 <sup>BY</sup> 4:30 PM**

**Includes Commercial, Food Vendor, Novelty, etc.**

**Failure to vacate will result in a \$500.00 per day fee.**

## Vehicles – Pre-Fair Unloading Procedures

The Washington State Spring Fair (Fair) is continually striving to make setup safer and more efficient for everyone that must enter the facility to unload merchandise/animals. We are asking for your full cooperation in this safety program. If you do not need to drive onto the Fairgrounds (grounds), please park in a Fair parking lot and hand truck or walk in. When you have to drive in and unload, do so as quickly as possible and exit the grounds. Procedures are outlined below:

**Service Gate** ..Enter to receive pass to unload on grounds. You will be allowed one hour to unload and exit the grounds. Exit only at the Service Gate.

**Fair Time** .....ALL vehicles must be removed from the grounds by specified times (pg. 2).

## Vendor Services Office

Contact Vendor Services staff at (253) 841-5049, located in the Mattress Firm ShowPlex Office in the South-East corner (near Food Court).

## Move In/Setup

Vendors may setup on Tuesday, April 14 and Wednesday, April 15. If you need to setup earlier than April 14, you must get approval from the Vendor Services Office. Booths need to be completely setup by 1:00 pm on opening day. **PLEASE NOTE THAT BUILDINGS WILL BE OPEN TO VENDORS FROM 8:00 AM to 10:00 AM FOR RESTOCKING PURPOSES ONLY. VEHICLES MUST BE REMOVED FROM THE FACILITY BEFORE 9:00 AM** each day of the Fair.

**All indoor vendors must have all items removed no later than 3:00 pm on Tuesday, April 21, 2020. All outdoor exhibits and food concession booths must be removed by 4:30 pm on Tuesday, April 21, 2020. Failure to vacate will result in a \$500.00 per day fee.**

## Telephone Service

Cost - **\$300.00** per line before April 6, 2020, and **\$375.00 after April 6**, (tax included) per line after. Call (253) 845-1771 regarding service.

Most standard business telephone service is provided through the Fair Administration Office (Administration Office). All broadcast/DSL data lines **must** have permission and verification of location from the Administration Office before the order is given to Century Link. There is a premise wire charge of \$250.00 if ordered in advance, or a \$325 charge will be applied for install if not scheduled at least one week before the opening of the Fair.

To ensure telephone service, you must fill out a telephone order form and return it before April 6<sup>th</sup>. All long distance calls will be billed to you after the Spring Fair. Telephone numbers will be assigned by **April 14** and can be obtained by calling (253) 845-1771. Fair's telephone directory and dialing instructions can be picked up at the Administration Office's Reception Desk on the 1<sup>st</sup> Floor.

To call a number on the Fairgrounds..... Dial the Last Four Digits  
To call a local number ..... Dial 9 + Area Code & Number  
To call long distance number within the 253 area code Dial 9 + 1 + 253 + Number  
To call long distance outside the 253 area code Dial 9 + 1 + Area Code + Number

## Facilities for the Disabled

**Restrooms** - There are several restrooms on the grounds for disabled Fair guests. These restrooms have posted handicap symbols.

**Parking** - Three sections are set aside for handicap parking: Gold Parking Lot, 9th Avenue SW & Meridian Street S; Blue Parking Lot, Meridian Street S & 10th Avenue SE.

## Americans with Disabilities Act

In compliance with the Americans with Disabilities Act, it is the policy of the Washington State Fair that if a disabled individual requires an attendant to accompany him/her in order to facilitate his/her needs, the attendant is to be allowed free admission to the Fairgrounds.

**Wheelchair, Electric Carts and Stroller Rentals are Available at the BLUE GATE ONLY.**

**Pets:** Pets are NOT allowed on the grounds. The only exceptions are working service animals and dog show entries on a leash (*Companion animals and pets are not allowed*). All contestants with animals must have proper credentials. Animals on the grounds for commercial or sports and wildlife displays must be approved by the Fair Management and cleared by the Fair Veterinarian. Animal owners are responsible for cleaning up after their animals and properly disposing of feces.

## Security for Knife/Pepper Spray/Mace Sales

For those vendors selling defensive products to the public you must provide secure package that does not allow the customer to open or use the product while at the fair. The Puyallup Police Department suggests using Mylar security packaging as depicted in the photos. Bags are available at office supply stores at your expense.



## Department of Labor and Industries

Before the hectic, crazy Fair days begin, please take time to know your legal responsibilities for operating a safe and healthy work site. You have specific requirements to follow if you:

- Employ adult workers and/or minors.
- Own or operate stand, booths or amusement rides.
- Hire entertainers who live in Washington.
- Own or operate food establishments or rolling vendor vehicles.

The Department of Labor and Industries (L & I) can help. Please call the number below if you want to know more about any of the following requirements:

- Make certain you have opened an industrial insurance account to cover your casual or full-time workers in case they get injured on the job
- Pay at least the minimum hourly wage to your employees
- Obtain minor work permits before hiring anyone under age 18
- Comply with Washington State's Safety and Health Standards
- Make certain that every rolling-type vendor vehicle has a commercial coach tag
- Obtain an electrical inspection for your concession or ride; display a Washington State decal on factory-manufactured units

The following L&I staff will gladly help you with specific concerns or questions. We hope your involvement with this year's Fair will be successful and safe for you, your employees and Fair customers.

Department of Labor & Industries..... (253) 596-3800

- ♦ Worker Safety and Health
- ♦ Wage, Hour and Minor Laws
- ♦ Industrial Insurance
- ♦ Manufactured Units

## **ELECTRICAL PERMITS MAY BE REQUIRED:**

**Vendors displaying and/or operating hot tubs, spas, pools and/or saunas will be required to obtain Electrical Permits and have an inspection PRIOR to power being energized.**

**DO NOT CALL THE FAIR OFFICE REGARDING ELECTRICAL PERMITS.** Contact the following concerning electrical permits and requirements:

Department of Labor & Industries  
950 Broadway, Suite 200  
Tacoma, WA 98402-4405..... (253) 596-3821  
Electrical Inspection Field Supervisor ..... (253) 596-3815

## **RULES AND REGULATIONS**

It is your responsibility to know the following rules and regulations and abide by them as part of your contract with the Washington State Spring Fair. It is important that representatives or employees working in your exhibit also be aware of the rules set forth in this booklet.

The WASHINGTON STATE FAIR is a private, independent, non-profit corporation, empowered to set its own rules. These rules apply to Vendors, sponsors, food and novelty operators and all other individuals, corporations, associations, Fair guests, etc., while on the premises. Vendors, sponsors and exhibitors also agree to obey all laws and regulations of the United States, the State of Washington, Pierce County, the City of Puyallup, or other governmental agencies or entities. Your contract shall be governed by the laws of the State of Washington. The parties agree that in the event legal action is undertaken to enforce, construe or interpret any portion of this contract, then venue shall lie in Pierce County, Washington.

The management of the Washington State Fair reserves the right to amend, add to and interpret the following Rules and Regulations and to determine finally all questions and differences with respect thereto, arising out of, connected with or incident to the Fair. This booklet summarizes the rules and conditions published annually governing the use and conduct of exhibit space.

### **Requirements**

The Vendor agrees to abide by all of the rules and regulations, this copy of which the vendor acknowledges receipt and has read, which are made by the WASHINGTON STATE FAIR governing the occupancy of the building and/or space therein named in your contract: also, all ground rules of the Fair to be responsible for any damage except natural wear and tear, which may result from the occupancy of the premises engaged; to have all vendor material in place before 2:00 pm on the opening day of Fair; to keep the same in same space during the entire Fair and to keep said space in a clean and presentable condition at all times and to remove the same within one day after the close of Fair; also to bear and be responsible for any and all expenses in connection with the decoration, equipment or occupancy of the space named, except 1000 watts of 110 volt electrical power given with each booth unit which shall be provided by the WASHINGTON STATE FAIR; and to pay the Fair at the present established rate for electrical current used in special lighting, heating or for power purposes.

## **Association Liability**

It is agreed that if, by reason of fire, epidemic, or for other good sufficient cause beyond the control of the WASHINGTON STATE FAIR, it shall prove to be impossible or impractical to conduct the Fair as aforesaid, this contract and all of its provisions shall be null and void, without recourse by either party hereto except that in the event the Fair is not held, the vendor shall be entitled to a refund of the money advanced by him under the terms of this contract. In the event the Fair is held, on other days or for a restricted period or is canceled after the Fair is open for any reason whatsoever the vendor shall only be entitled to a refund of pro-rate share of the consideration paid for the booth or space. The WASHINGTON STATE FAIR shall not be liable for any loss by fire or theft occurring to the vendor, his employees, agents or patrons.

The Fair will take precaution to protect against loss by fire and expects the cooperation of every vendor and person on the grounds in fire prevention, but the Fair will not be responsible for any losses should a fire occur.

The grounds will be policed day and night and an effort will be made to protect property from damage or theft, but the Fair will not be responsible for loss or damage to equipment or goods occupying a space covered by this contract. ANY THEFT OR VANDALISM MUST BE REPORTED TO THE SECURITY DEPARTMENT IMMEDIATELY - AT EXTENSION 5050.

## **Indemnity**

---

The Washington State Fair shall not be liable for any debt, tax or assessments incurred by the vendor in the operation of vendor's concession nor for any salary or expense due to any of vendor's employees.

The Fair shall not be liable for the injury or death of any person, or for loss or damage to property employed by, or in possession of, the vendor while on the grounds of the Washington State Fair (the "Fairgrounds"), whether such accident, loss or damage occurs during the time of preparation, the period of occupancy, or at the time of removal therefrom.

Vendor shall defend, indemnify, and hold harmless the Fair, its directors, officers, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of vendor's use of the Fairgrounds, or from the conduct of vendor's business, or from any activity, work or thing done, permitted, or suffered by vendor in or about the Fairgrounds, except for injuries or damages caused by the sole negligence of the Fair. Furthermore, the vendor agrees to indemnify and hold harmless the Fair for any alleged or imputed responsibility for worker's compensation benefits or any requirement established for reporting employees, or volunteers of the vendor or any of the vendor's subcontractors to the Washington State Department of Labor and Industries or such other government offices as shall have the authority over the vendor. The vendor shall cooperate and assist the Fair or its representatives in investigating such claims and in negotiating such claims and any settlement thereof, and the vendor shall be bound by any decision of the Fair or its representatives respecting the disposition to be made of such claims, even if any of the allegations, claims for damage, demands or suits, are groundless, false or fraudulent.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of vendor and the Fair, its directors, officers, employees, and volunteers, vendor's liability hereunder shall be only to the extent of vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of the indemnification provided herein. The provisions of this indemnity shall survive the expiration or termination of any Agreement entered into between the vendor and the Fair.

## **Assignment and Subletting**

It is understood and agreed that this contract nor any part hereof shall be assigned or the space sublet or used by any person or persons other than the vendor in the absence of prior written consent from the Association. If the vendor is a corporation, any merger, consolidation, liquidation, or any change in ownership of or the power to vote the majority of its outstanding voting stock, shall constitute an assignment whether the result of a single transaction or a series of transactions. If vendor is a sole proprietorship or general partnership, the death of the sole proprietor, or the death, withdrawal or expulsion of a partner or partners owning, or transfer of interest representing, in the aggregate more than fifty percent (50%) of the partnership profits, or capital, shall constitute an assignment, whether as the result of a single transaction or a series of transactions. If vendor is limited partnership, the death, withdrawal or expulsion of any general partner shall constitute an assignment. The consent by the Fair to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting.

## **Conduct of Business by Vendor**

It is understood and agreed that the vendor shall have only the herein granted to him and that the concession herein leased shall not be exclusive unless this contract shall so provide. The privilege granted in this contract must be conducted in the manner represented when this contract was made and in the described space herein allotted to the vendor and shall not be used for any other purpose or purposes whatsoever. Vendors will be permitted to distribute from the booths that they occupy, merchandise, advertising or printed matter, but such shall not include balloons or other novelties for which the WASHINGTON STATE FAIR has not given written approval. Neither shall it be permissible to distribute or sell from any booth or area of the grounds such items as sticker-back material (bumper signs, etc.), anything which may be detrimental to the health or morals of the public, or other materials of a controversial nature.

Vendors shall ensure that all their employees and representatives shall be clean, orderly, and polite in their conduct and speech; and that the exhibit space is kept clean, with no accumulation of trash, paper or other combustible material. Televised or radio broadcasts of special events, including sporting events will be limited or prohibited if they cause congestion.

Any persons selling, giving away, or otherwise disposing of, or having in their possession, any intoxicating liquor or controlled substance, will be immediately put off the grounds and the amount paid for the concession and all rights will be immediately forfeited to the Fair.

## **Solicitations**

The WASHINGTON STATE FAIR is private property. Begging or soliciting is prohibited. No roving vendor or solicitor, acting for a profit-making, non-profit, religious, eleemosynary or other organization or on its behalf shall be permitted on the grounds. All solicitations for either contributions or sale must be made from within the confines of the booth display area that has been leased from the WASHINGTON STATE FAIR.

No person shall be permitted to distribute advertising matter, handbills, fliers, tokens or other material at the Washington State Spring Fair, except from their leased exhibit booth or display space. Tacking or posting of any advertisement, bill, sign, banner or printed matter other than within the contracted space is prohibited. No one shall be allowed to solicit, distribute materials in aisles, or while roving on the grounds. Anyone violating this rule is subject to removal from the grounds.



## Restrictions

The WASHINGTON STATE FAIR absolutely prohibits the following on grounds: open containers, alcoholic beverages, controlled substances (and drug paraphernalia), weapons (except those used as merchandise for trade shows with a WASHINGTON STATE FAIR permit), bicycles, animals (except service or show animals with a Washington State Fair permit), skates / roller blades / skateboards, or unauthorized vehicles. Ticket scalping is not allowed.

## Relationship

It is understood and agreed that the Fair shall have no control or management over the vendor, his agents or employees thereof, and the relationship is and shall be construed as that of independent contractors. The parties agree that any agent or employee of vendor is employed in the business of and subject to the exclusive direction, guidance, and control of vendor as to the details of the specific act for which the employee or agent was employed. Any consumer complaints received will be communicated to the vendor and the Fair has the right to arbitrate conditions for a satisfactory conclusion to all parties concerned. In the event that the vendor shall take issue with, contest, or have any rule or regulation of the Fair, then the vendor agrees to submit his grievance to the management of the Fair and to use all due diligence in the resolution of same with the Association.

## Sexual Harassment

The Washington State Spring Fair is committed to creating and maintaining an enjoyable workplace atmosphere. Among other things, that means we expect our Vendors and/or restaurateurs to be free from sexual harassment perpetrated by another exhibitor or restaurateur or others associated with the Fair. If allowed to exist in our workplace, such harassment would have serious consequences, not only for the individuals involved, but for the entire Fair. The Washington State Spring Fair would not expect any person to tolerate:

- Unwelcome sexual advances
- Requests for sexual favors
- Other offensive verbal or physical conduct of a sexual nature (including sexual jokes, cartoons, comments, etc.)

Should you encounter such behavior from anyone affiliated with the Fair, we want you to make full use of our open door policy by immediately contacting the Fair office. We will investigate the circumstances in which the incident or incidents allegedly occurred. If the complaint is found to have merit, immediate action will be taken to correct the situation.

## Breach of Contract

If the vendor defaults in any payment at the time or in the manner above set forth, or if it violates the terms and agreements of the contract or rules and regulations as herein provided, the WASHINGTON STATE FAIR at its own election shall have the right to declare this contract canceled without further notice to the vendor, and shall revoke such rights and privilege as may have been granted hereunder; and shall retain as liquidated damages any and all sums that it has received under this contract. In the event of such cancellation, the vendor shall immediately vacate said booth or space and WASHINGTON STATE FAIR, through its agents shall have the right to immediately and without notice enter said premises and take possession of the same and to revoke the passes granted to the vendor, their employees and agents and to deny their admission to the facilities until the vendor complies with the directions of the management of the Fair respecting the closing of said concession.

**There is a \$50.00 charge for any check that does not clear the financial institution it is drawn against.**

## Space License

Every individual or company doing business on the facility during the Spring Fair must have a written and signed space license regarding that activity. **THE WASHINGTON STATE FAIR RESERVES THE RIGHT TO MAKE LOCATION ASSIGNMENT ADJUSTMENTS IF DEEMED NECESSARY.** There will be a \$50.00 administrative fee for lost contracts.

Vendors and sponsors are prohibited from assigning or subletting a booth or any part of the space allotted to them except with written permission from the WASHINGTON STATE FAIR nor shall they exhibit or be permitted to exhibit in their space any merchandise not a part of their own regular products as listed on the space contract nor shall they exhibit any advertising material not directly pertaining to such products.

Fair Management will use every precaution to guard against extortion in any form practiced upon patrons of the Fair. A violation of this rule will cause the forfeiture of the contract money paid or expulsion from the grounds or both, as Fair Management may direct.

## Photographs/Sketching

Photographs or art sketching of any vendor's booth and/or product, art entries and photographic entries by anyone other than Fair officials is strictly prohibited.

## Exhibit Space

Each vendor shall submit for approval a sketch of concession to be installed, showing floor plan, elevation and utilities required, and no installation shall be made until such approval has been obtained. In the interest of public safety, vendor agrees to exercise reasonable care and shall comply with all public safety requirements. All decoration used in the construction of the space shall be fireproof material. Under no circumstances will any person or persons be allowed to remain in the booth or space overnight.

Exhibit material must be in place no later than 2:00 pm on the opening day of the Fair and kept in the same space the entire Fair. The indoor exhibits and all exhibit materials are to be removed by 4:00 pm on Monday immediately following the Fair. All outdoor exhibits must be removed by 4:00 pm on Tuesday immediately following the Fair. A waiver of this rule must be obtained from Fair Management. Booth space must be in a clean and presentable condition at all times. All carpets must be taped down on edges with cloth tape (residue free). Tape may be purchased through Triumph Expo & Events, Inc. Buildings will be draped and ready for move-in by Tuesday prior to the Fair event.

**Building Drape Colors:** Pavilion = Yellow & White Drapes; Garden Area = White Drapes; and Mattress Firm ShowPlex Building = Black & White Drapes (8' high on back and sides of booth space). Drapes are not to be pulled back on the sides. NW T&T

## Staffing Exhibit

During the official open hours of each and every day during the Fair, all commercial exhibits **must be open to the public and staffed by a responsible attendant.** For security reasons, all personnel must leave the building within 30 minutes after closing time each night. No one is allowed to stay overnight in the booth(s). If any company shall fail or refuse to abide by these rules, the Fair Management reserves the right to terminate the contract and to take possession of the exhibit. Any money paid by the exhibitor or sponsor to the Fair will be retained by the Fair.

## Vendor/Exhibitor Open Hours

The following schedule will be in effect:

Thursday .....	2:00 pm – 10:00 pm
Friday .....	10:00 am – 10:00 pm
Saturday.....	10:00 am – 10:00 pm
Sunday .....	10:00 am – 8:00 pm

All vendors and sponsors shall open their booths on time and remain open until the specified closing times. All buildings will be cleared immediately so the area can be secured. Buildings will be unlocked one hour before opening. Booths must be completely setup by 1:00 pm opening day. **NO CARS, TRUCKS OR OTHER VEHICLES ARE ALLOWED ONTO THE GROUNDS AFTER 12:00 NOON ON APRIL 16<sup>TH</sup>**

## Expenses

The exhibitor or sponsor is responsible for all additional expenses in connection with the decoration, equipment or occupancy of the space, except standard power provided with the booth. They are also responsible for expenses incurred for service people hired in connection with their exhibit. Use the dumpsters on the grounds or call Operations (Ext. 5042) for a disposal container, if needed. Any work performed or demonstration of product that produces dust or spraying of material shall be shielded behind a heavy plastic or glass enclosure to prevent dust, etc., being distributed on neighboring exhibits or the public.

## Signs and Advertising

The Fair can demand and effect the removal of any advertising matter, which, in the sole discretion of the Association, it considers objectionable. No vendor shall display any form of political advertising, disseminate political propaganda unless his individual contract permits such a privilege. Manufacturers and distributors must not display their advertising banner in any other building, stand, enclosure or ground space anywhere on the Fairgrounds unless they themselves lease said premises from the Association. This clause is to be construed as a restraint upon promiscuous advertising on the grounds, and no vendor shall place or consent to placing of any advertising by the manufacturer or distributor on the exterior of his individual place of business. The use of gongs, bells, noisy instruments, public address systems or other sound amplification devices will not be permitted except by prior arrangement with Fair Management. The vendor cannot solicit outside the vendor's allotted space as described in this book.

Signs are subject to the following conditions:

1. Balloons to be tethered for advertising must have the Fair Management's approval for location, size, height and message.
2. Large inflatable displays must be approved by the Fair Management.
3. All signs must be professionally printed - **NO HANDMADE SIGNS.**
4. Signs may not be attached to the peak of the roof.
5. Signs may not exceed a height of 36 inches above the roof at the front of the concession stand unless approved by the Fair Management.
6. Width may not exceed the width of the booth. Signs may not extend into the aisles and must be confined to the booth area.
7. Signs may not extend out from the front of the concession stand more than the thickness of the sign (maximum 6 inches) in the flush arrangement.
8. Signs attached to roofs must be attached under the direction of the Fair Management.
9. No signs may exceed the total front width of the stand when combining lengths of all signs.
10. Flush-mounted signs may not exceed 36 inches in height or the front of the booth in width unless otherwise approved by the Fair Management.

11. The Fair Management may disallow any sign based on design or general appearance.
12. No exhibitor shall display any sign, banner or other advertising matter in any place other than the space that has been contracted. The exhibitor shall obtain approval of the Fair Management before posting. The Fair Management can demand and effect the removal of any advertising matter that it considers objectionable.
13. Where price signs are utilized, they must be small, neat and inoffensive.
14. **PLEASE NOTE:** The Fair will furnish a booth number sign. It is the responsibility of the vendor to place the booth number sign so emergency and delivery staff can locate you easily. Learn your booth number for identification purposes if calling for emergency assistance.
15. The City and State must also be shown on any signs with your company name to identify to the customer your business location(s).

## Imported Goods

All imported merchandise that is to be sold must be advertised as "IMPORTED". Any and all merchandise so offered must be properly marked as to origin or its origin substantiated by bills of lading or other means of identification.

## Sound Devices

No sound devices (CD players, tape recorders, microphones, etc.) shall be allowed unless they are an integral part of the items on sale or display. Vendors or sponsors desiring to use public-address (PA) systems or other noisemaking devices must have written approval from the Vendor Services Manager. **There is an additional charge per 8' x 10' or 10' x 10' to use a PA system (see current rates).** Vendors with approved sound devices may have the privilege revoked if the noise level becomes too loud in the judgment of the Fair Management.

## Couponing

A company must be a part of a sponsorship program or have purchased space in order to coupon their product or service. Contact the Fair Sponsorship Department at (253) 841-5023.

## Promotional Contests of Chance (Free Drawings)

Applications to conduct prize drawings must be filled out and submitted to the Vendor Services Manager before April 6, 2020.

The following rules must be followed for all free drawings:

1. All parts of draw tickets used shall have printed thereon the name of the company conducting the drawing and listing of prize(s), value(s) and date(s) of drawing(s). (Attach a sample to the application.)
2. All patrons are eligible to participate in the contest (unless age or sex is a reasonable qualification and such qualification is stated on a sign).
3. No purchase of goods or service is required to receive a prize.
4. Drawings must be completed by December 31, 2020.
5. The Vendor Services Manager shall be given the name(s), address(es) and telephone number(s) of all winners and a description of their prizes within one week after the drawing(s).
6. A sample of draw tickets and a list of the prizes offered must be submitted to the Vendor Services Manager fifteen (15) days before opening of the Fair.
7. Lists of the names, addresses and telephone numbers of any person entering the drawing(s) are for the exclusive use of the exhibitor. ***The exhibitor will submit a copy of their lists for prize drawing(s), questionnaire entry(ies) and free drawings to the Vendor Services Department which is for the Fair's use of promoting the event and distributing information to enhance attendance. This must be submitted no later than December 31, 2020.***
8. Lists must not be used on the basis that everyone, most or several have won dollar-value discounts applicable on the purchase of some product or service.
9. No sale or transfer of list of names so gained is made.

10. Winners of gift prizes shall not be required to leave their domicile area in order to receive prizes, and the exhibitor shall undertake to mail, ship or deliver prizes to the winners.
11. In some cases, at the discretion of the Fair Management, you may be required to post a bond to conduct a drawing during the Fair.

## Raffles

Raffles must comply with the rules and regulations established by the Washington State Gambling Commission, P. O. Box 42400, Olympia, WA 98504-2400. Vendors must assure the Fair by letter that they will use the names for themselves only. For further information, call the Washington State Gambling Commission at 1 (800) 345-2529.

Raffles may only be conducted by bon-a-fide non-profit and/or charitable organizations. The Fair Management must give approval in writing for all raffles. Winners must be reported to the Administration Office. A copy of the Washington State Gambling Permit must be submitted to the Administration Office.

## Giveaways

All giveaway items (pens, key chains, etc.) must be approved in writing before April 6. Use the application form or ask for one. ***Balloons (inflated or deflated) or stickers are not allowed as a giveaway.***

## Refunds, Deposits and Sales Policies

Post your policy regarding refunds in your booth so that it is visible to the customer. You must provide refund information to all customers and provide a phone number and address for them to contact you if they have any questions or concerns. Your refund policy must also be stated on the order sheet or in the brochure you give to customers.

The State of Washington has established regulations for cancellations of purchases which require certain procedures by the purchaser. The WASHINGTON STATE FAIR extends those regulations to apply to the vendors at the Fair concerning deposits made. Deposits will be refunded if a customer has followed the procedures for cancellations set by the State of Washington.

**The Federal Trade Commission (FTC) has a "cooling off" rule, which allows the customer three (3) business days to change their mind on a purchase of \$25 or more made away from the seller's place of business. Under this rule, the salesperson must inform the customer of their cancellation rights at the time you agree to the sale. The salesperson must also provide the customer with two (2) copies of the cancellation form, one to keep and one to send, should the customer decide to cancel. The contract and receipt must be dated, show the name and address of the seller and explain their right to cancel. Any company which does not provide consumers with proper cancellation forms is in violation of the FTC Code.**

## Freight Delivery (Prior to Fair)

When you ship your exhibit or product to your booth at the Fair, tell your freight company to hold it until the move-in days for your building. Your freight company must provide sufficient labor and equipment (e.g., forklift) to unload and move goods to your exhibit and/or booth location. You or your representative must receive your own deliveries. Fair personnel cannot sign for vendors' freight. Shuttle service will ***not*** be available.

## Vendor Passes and Misuse of Tickets

Vendors must have passes ***before*** they can be admitted to the WASHINGTON STATE FAIR. Please make this clear to your personnel. You cannot sell your vendor passes. Pickup passes at the Pass Office. ***(See Page 1 for the Pass Office hours.)***

Any attempt on the part of the vendor, or of any of his employees or agents, to sell, exchange or barter any privilege of admission ticket(s) issued by the Fair will be sufficient cause for the Fair to cancel this contract. Passes cannot be sold. **All vendor passes allotted are specifically for the use of the vendor's employees and/or staff only.**

## **Safety Regulations**

The Fair is a safe work place and all vendors, sponsors and contractors shall comply with State and Federal regulations (i.e., WISHA, OSHA, DOE, EPA, PSAPCA, ETC.).

Vendors, sponsors and contractors are responsible for all aspects of safety in connection with any work they perform for themselves or they contract to be done. All work is to be performed in a manner to avoid risk of bodily injury or risk of damage to property. You are responsible for monitoring and making any corrections necessary of the work procedures that will minimize risks and damage.

Your responsibility is to ensure that each subcontractor and/or worker on site furnishes appropriate safety equipment, has trained personnel in the use of the equipment and enforces the use of such equipment.

Accidents that involve time away from work, medical cases or incidents that require an ambulance, security or fire department response must be reported to the designated WASHINGTON STATE FAIR representative Risk Management immediately at (253) 841-5776. In addition, a copy of the accident report must be submitted to that person.

Vendors, sponsors and contractors shall NOT operate Fair-owned or Fair-controlled equipment unless specifically authorized in writing and instructed in operation. All parties shall operate equipment at their own risk and liability. All parties shall be responsible for proper operation of its vehicles and abide by the Fair speed limits and traffic regulations. Vehicle Pass shall be visible at all times while on the grounds.

**Chemical Hazards:** You shall provide an inventory list of Material Safety Data Sheets (MSDS) to the Fair representative for all hazardous chemicals to be used on site before they are allowed on the grounds. All hazardous chemicals on-site shall be checked by a Fair representative and shall not be stockpiled on site. Quantities are limited to the amount needed for the immediate job.

## **Personality Rights**

You hereby grant to the WASHINGTON STATE FAIR ("WSF") the irrevocable, assignable, worldwide right and license to use, alter and publish your image, alone or together with other images and text, for Western Washington Fair Association (WWFA) publications and for all other purposes reasonably related to promotion of WWFA and the Spring Fair and Puyallup Fair in any manner and in any medium now known or later developed without the need for your prior approval. This right and license will govern all images of you, whether created before or after the date of these Rules and Regulations, unless you notify the WSF in writing that you desire to exclude specific images from this right and license. You hereby release the photographer and/or videographer and the WSF, its agents and assigns, from all claims and liability relating to the licenses that you have granted in this license and release. This license and release will not obligate the WSF to use or publish your image or use the rights you have granted.

# Utilities: Electrical/Plumbing/Storm Drains/Natural Gas Requirements and Utility Standards

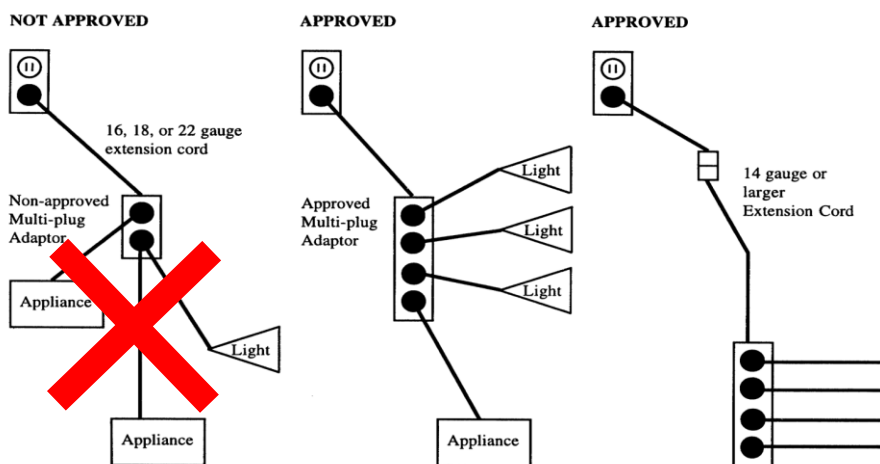
## Electrical

**PERMITS MAY BE REQUIRED BY THE DEPARTMENT OF LABOR & INDUSTRIES** Electricity available at the Fair is 120/208-volt 3-phase power, *no 240 volts*. Fair will supply an 8' x 10' or 10' x 10' booth with approximately 1,000 watts of 110 volts of power. Fair Management must approve special electrical requirements. Fair electricians, at the exhibitor's expense, must do installation of additional electrical power or outlets. All electricity consumed by the vendor shall, together with all charges for labor and materials supplied by the Association, be paid in advance to the authorized collector of the Fair according to the rates which it has established for such service and material. If the Fair grants special permission to the vendor to do their own wiring, fitting or plumbing, then in every case said work shall meet with the approval of the Association, whose chief electrician is to make the final connection with the main lead line or source of supply. The use of oil, gasoline or propane torches is positively forbidden. Plugs must be grounded and UL - approved.

## Electrical Appliances

All electrical appliances sold and displayed for sale or demonstration must be UL approved; this applies to the complete product, not just parts. **All appliance cords and all extension cords must be grounded** to prevent electrical shocks.

Electrical appliances which draw more than 200 watts and which are used for the personal convenience of Vendors (kettles, coffee pots, space heaters, air conditioners, hot plate, microwaves, vacuum etc.) are not allowed without permission. A costly power failure can result from overloading circuits.



1. .... All light fixtures including lamps rented or leased from a supplier other than the WASHINGTON STATE FAIR are the sole responsibility of the exhibitor or agent of the rental company.

2. All sign lighting purchased or provided from a supplier other than the WASHINGTON STATE FAIR are the sole responsibility of the exhibitor or agent of the company providing the signage.

3. All appliances used by the exhibitor are the responsibility of the

exhibitor.

4. All electrical work must be completed by licensed contractor and inspected by the state.
5. All items used must be approved for their locations and use (*per current NEC*).
6. Total load requirements shall be submitted to the Fair before construction and prior to each event.
7. All work must be in approved conduit and approved protection of conductors.
8. Approved fixtures for application;
  - a) Weather-tight fixtures, boxes and fittings where exposed to the elements.
  - b) GFI on all outside receptacles (*per current NEC*)
  - c) Square D panels.

9. Electric Meters required on each concession. All food booths will have seals on the electrical meters. If the electrical seal is broken or the meter is not in working order, there will be a \$500.00 (five hundred dollar) minimum charge.
10. Standardized Matrix Connections to Fair power and wire must be sized to the Matrix, not the load.
11. Vendor responsible for measuring the length of cord required for proper hookup and supplying the cord.
12. Power will be available for your booth approximately two weeks prior to opening day. Portable Booths: Make sure all switches are off (*i.e.: hot water tank*) before contacting Operations for hook up. If you need assistance or power is required, call Operations at (253) 841-5042.
13. Fair reserves the right to inspect, deny and/or change electrical applications. *The Fair must approve any changes in power requirements.*

#### **ACCESS TO SWITCHBOARDS AND PANELBOARDS:**

A clear and unobstructed means of access with a minimum width of 36 inches and a minimum height of 78 inches shall be maintained from the operating face of the switchboard or panel board to an aisle or corridor.

#### **Extension Cords**

Because a majority of vendor displays and sales areas need to use extension cords, a situation exists for potential abuse and misuse of these devices. Extension cords are a major cause of fires and you need to be aware of the potential for danger. It is important that you absolutely do not use any frayed or taped cords. **You must install the correct type extension cord and use it properly.**

#### **GENERAL:**

Extension cords shall not be used as a substitute for permanent wiring. **Minimum 14/3 gauge extension cords or larger (12/3, 10/3) shall be used to extend electrical service.**

- (1) Extension cord shall only be used with portable appliances while such appliances are in immediate use.
- (2) Extension cords shall be plugged directly into an electrical outlet and shall, except for approved multi-plug extension cords, serve only **one** portable appliance.
- (3) The capacity of the extension cords shall not be less than the rated capacity of the portable appliance supplied by the cord.
- (4) Extension cords shall be maintained in good condition without splices, deterioration or damage.
- (5) The extension cords shall be grounded when servicing grounded portable appliances.
- (6) Extension cords and flexible cords shall not be affixed to structures, extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage.
- (7) Extension cords shall supply power to one plug only.

#### **VIOLATIONS NOTIFICATION:**

NON-APPROVED, MULTI-PLUG ADAPTERS, EXTENSION CORDS AND OTHER ITEMS THAT ARE BEING USED ILLEGALLY WILL BE DISCONNECTED AND GIVEN TO THE OWNER OR OPERATOR TO BE REMOVED FROM THE AREA. IF THE OWNER OR OPERATOR IS NOT PRESENT WHEN THE VIOLATION IS FOUND, THE ITEM OR ITEMS MAY BE DISCONNECTED, MARKED "NOT APPROVED" AND LEFT TO BE REMOVED.



## **POWER TAPS:**

- (1) Power taps shall be of the polarized or grounded types and shall be listed.
- (2) The power taps may be directly connected to permanently installed receptacles, or extended by the use of up to one 50' extension cord that is rated at a minimum of 14/3 gauge. *Shorter cords are preferred.*
- (3) Power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage.

**GRAPHICS** are presented to give a visual understanding of approved and non-approved methods of temporary wiring for lights and appliances at fairs, carnivals and shows. Also, remember the following parameters:

Approved multi-plug adapters / power taps with a testing laboratory's label stamped on them, or attached to them, are allowed. The word "**APPROVED**" means the unit has been tested and approved for its intended use by a nationally recognized testing laboratory such as Underwriters Laboratories or Factory Mutual. Adapters must have over-current protection that will activate and shut off the current if the adapter is overloaded.

If you are unable to reach the outlet with the plug connected to the appliance, you will require an extension cord of 14/3 gauge or larger. (Larger would be 10 or 12 gauge.)

**FAILURE TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS OR ANY OTHER REQUIREMENTS OF THE PUYALLUP MUNICIPAL CODE CONSTITUTES CAUSE FOR APPROPRIATE LEGAL ACTION.**

## **Spas and Pools**

Electrical load must be balanced, as close as possible, phase to phase. Only 120/208-volt 3-phase panels allowed at the Fair. Vendors and companies that are selling hot tubs, spas, pools, saunas or any other product that requires 30 amps of power or more, or 208 volt requirements, will be responsible to have a licensed electrician wire the total amps needed into their panel. 100 amps 3 phase maximum power available unless other arrangements have been made through the Commercial Exhibits & Concessions Department. You will need to use either a Hubbel or Meltrix plug, **secure a state permit and have the state inspector's approval before power can be turned on at the Fair.** When you arrive, you must be ready to plug in.

All spa companies will be charged \$75.00 for each spa and/or pool hooked up to electricity. When all spas and pools are filled with water, the same water must remain in each tub throughout the duration of Fair. You must use filtration equipment and chemicals to keep water clean. There will be a \$50.00 fee to refill each spa with water, and a \$75.00 fee to refill each swim spa or pool with water. **It is illegal to discharge spa or pool water (chemicals) into a storm drain. This water must be disposed of into a sanitary sewer. There will be a fine of \$500.00 for violation of this rule. Call Operations at (253) 841-5042 to get approved sanitary sewer locations.**

## **Plumbing**

1. All food concessions are required to have grease traps. All pop, coffee, slushy, etc. machines that require water must have a reduced pressure backflow assembly.
2. Permanent grease traps are to be cleaned prior to each event. Submit written proof of cleaning to the Concession Department. Anyone found in violation of this rule is subject to \$500.00 fine.
3. **No dumping of contaminated water (mop water, bleach water, greasy water, old coffee) in the Fair's storm drains.** When disposing of wastewater, please use the appropriate drains in the restrooms. Do not dump water in flowerbeds or on the ground. Please do not leave hoses lying about.
4. Any changes in plumbing requirements must be approved by Fair.

## **Storm Drains and Pollution**

Storm drains are the drains located in various areas of the grounds that discharge rainwater directly to Meeker Creek, Clarks Creek, then into the Puyallup River. The water entering these storm drains is not treated to remove any contaminants. Everything that is placed into these drains goes straight into Meeker Creek, Clarks Creek, then into the Puyallup River. It shall be unlawful for any person to throw, drain, run, or to permit, cause, allow seeping, or otherwise discharging any organic or inorganic matter into any storm drain located on the WASHINGTON STATE FAIR's property. These guidelines are stated in the Water Pollution Control Act more commonly known as the Clean Water Act, has established and regulated by the Washington State Department of Ecology. Anyone found in violation of this rule is subject to a \$500.00 fine by the WASHINGTON STATE FAIR.

Department of Ecology's authority has established guidelines in the area of water pollution. Chapter 90.48.080 Revised Code of Washington (RCW), Water Pollution Control states: "*Discharge of polluting matter in waters prohibited. It shall be unlawful for any person to throw, drain, run, or otherwise discharge into any of the waters of this state, or to cause, permit, or suffer to be thrown, run, drained, allowed to seep, or otherwise discharged into such waters any organic or inorganic matter that shall cause or tend to cause pollution of such waters according to the determination of the Department of Ecology, as provided for in this chapter.*" ABSOLUTELY NOTHING IS TO BE ALLOWED TO GO INTO STORM DRAINS except naturally occurring rainwater. Anyone found in violation of this rule is subject to \$10,000.00 fine by the Department of Ecology.

## **Natural Gas – Must Contact PSE for service**

1. Use of natural gas only, **no propane** unless approved in advance by Fair Management and the City of Puyallup Fire Marshal (253) 864-4182.
2. Vendors to follow City of Puyallup installation of fuel gas piping guidelines and acquire proper permits.
3. Vendor is responsible for cleaning and connecting/disconnecting of gas equipment / portable booth by certified plumber.
4. Vendor is responsible for properly securing the utility vault and removing all piping from the area at the end of each event.

### **Installation of Fuel: Gas Piping - Temporary Booths per City of Puyallup Building Department**

- A. **Joints.** Joints in the gas piping system, unless welded shall be threaded joints having approved standard threads. Threaded joints shall be made with approved pipe joint material, insoluble in fuel gas and applied to the male threads only.
- B. **Locations.** Gas piping (black iron) may be installed on the ground and protected with lumber on each side of the pipe.
- C. **Corrosion Protection.** No pipe shall be installed on the ground for more than 20 days.
- D. **Shutoffs.** A shutoff valve shall be located outside each booth and be readily accessible.
- E. **Connectors.** A listed (AGA) metal appliance connector shall be used outside of each booth. The connectors shall not be concealed within or extended through walls, floors or partitions.
- F. **Permits.** Contact the City of Puyallup Building Department, (253) 841-5464, about obtaining the proper permits.
- G. **Test.** All gas pipes from the vault to the appliance shall be tested with a soap test by the City Building Department, day before Fair opens. Any booth that fails to pass the test will be re-inspected on opening day of Fair at 9:00 am. If at that time it fails to pass, the booth shall be disconnected from the gas line.

## Sales Tax (Unified Business Identifier) U.B.I. Number

Any organization or person making sales must have a U.B.I. Number. **There is space for this number on your contract. It must be filled out.** Contact:

Washington State Department of Licensing,  
1-800-647-7706  
[www.dol.wa.gov](http://www.dol.wa.gov)

# TAX RATE IS 9.9%

## NOTICE TO RETAIL OUTLETS MAKING OCCASIONAL WHOLESALE SALES

There are three types of sales for which we do not have to collect sales tax:

1. An out of state resident who has a tax exemption number issued by the state.
2. Someone who does retail sales and has a business license. Sales to this group are wholesale sales. ***It isn't enough to get the resale number!*** We have to get an advance resale certificate signed by an authorized representative of the business. Otherwise, sooner or later, the Fair will have to pay the tax that we failed to collect, plus a penalty. Resale certificates will be available from the accounting department.
3. Food products that are *pre-packaged* and *not for immediate consumption* are not subject to tax.

**All sales made at the Fair must be reported as occurring in the City of Puyallup. Their location code is 2771.**

## Copyrighted/Licensed Merchandise

Vendor's selling or distributing copyrighted or licensed merchandise must provide documentation upon request that conclusively evidences the right to sell or distribute such merchandise. Copies must be on file with your Fair Representative. PARTNERS that do not have proper documentation may be liable for trademark infringement, unfair competition, and dilution. The sale of merchandise displaying a third party's intellectual property without their consent is a criminal and civil violation. Governmental authorities may inspect Partner's area for compliance.

### KEY POINTS RE: USE OF SEAHAWKS MARKS

Vendors must have a license from the National Football League ("NFL") to make commercial use of trademarks and/or copyrights belonging to the Seattle Seahawks (collectively, "Seahawks Trademarks").

Absent a licensing agreement with the NFL, Seahawks Trademarks may not be used in any manner that may suggest that a vendor's business and/or products are licensed by or otherwise affiliated with the Seattle Seahawks or NFL. This includes commercial use of any design that mimics or is confusingly similar to the Seahawks' proprietary trademarks or utilizes identifying team indicia (i.e. Seahawks' trade dress [team colors], logos, symbols, slogans, copyrights, trademarks, etc.) to otherwise capitalize off of the associated goodwill of the Seahawks Trademarks.

The Washington State Fair is committed to ensuring that our vendors are respecting these rules. If we are made aware of unauthorized commercial use of Seahawks Trademarks or Tickets on the fairgrounds, we will be alerting the Seahawks Legal Department so that they may take appropriate enforcement action.

If you are concerned that your business may be infringing on the intellectual property rights of any third party, we would strongly encourage you to consult with an attorney to confirm whether or not you are operating in accordance with all applicable state and federal intellectual property laws.

## Insurance

All Vendors, sponsors and vendors excess coverage will be covered under the Fair Insurance Policy. **However, items listed below are NOT acceptable for endorsement:**

Permanent Tattoos ♦ Henna Tattoos ♦ Body Piercing & Massages ♦ Massagers ♦ Chiropractic/Medical/Dental Testing & Screenings ♦ Sales of Tobacco Products & Herbal Supplements ♦ Sales of Weight Loss/Stop Smoking Aids, Pills, Patches ♦ Sales of skin creams & treatments ♦ Haunted Houses ♦ Mazes ♦ Concerts/Promoters/Performers ♦ Playground Equipment ♦ Wheelchair/Stroller Rentals ♦ Gun Shows ♦ Climbing Walls ♦ Inflatable Amusements (Includes: Moonwalks, Bounces, & Pillows) ♦ Amusement Rides/Devices (Includes: Gyroscopes & Space balls) ♦ Child Care ♦ Sales of Autos or Auto Parts ♦ Rodeo Events ♦ Motorsports Events ♦ Ice/Roller Skating ♦ Pony Rides ♦ Dunking Booths ♦ Petting Zoos ♦ Bungee Attractions ♦ Pseudo-Fighting/Wrestling Activities ♦

### **ITEMS LISTED BELOW REQUIRE ADDITIONAL PREMIUM & MUST BE APPROVED BEFORE ENDORSEMENT**

- Liquor Liability ♦ Exotic Animals ♦ Game Booths/Arcades ♦ Organ Grinders ♦ Parade Units ♦ Golf Carts/Scooters ♦ Sales of Pets/Rodents ♦ Entertainers (Includes: Artists, Cartoon Characters, Clowns, Choirs, Face/Body Painters, Magicians, and Mimes)

Those vendors, who provide above listed services, shall procure and furnish Association with General Liability insurance written by an insurance company authorized to conduct business in the State of Washington with limits of not less than \$1,000,000 each occurrence with \$1,000,000, aggregate products / completed operations and \$1,000,000 general aggregate. The exhibitor, sponsor or vendor shall be named insured, and the "WASHINGTON STATE FAIR", SHALL BE ADDITIONAL INSURED. Must be in the Vendor Service Office **Before** any passes will be issued.

**Central Pierce Fire & Rescue  
Fire Prevention Division**

902 7<sup>th</sup> Street NW

Puyallup, WA 98371

253.538.6402 office 253.538.6486 fax



**FIRE AND LIFE SAFETY REQUIREMENTS**

***REQUIREMENTS FOR EVENTS AND TEMPORARY STANDS AT FAIRS AND SHOWS***

PURPOSE:

To publicize the requirements and provide a standard method of inspection of temporary stands at fairs, shows, carnivals and other occupancies which are not permanent in nature or whose use is temporary or seasonal.

RESPONSIBILITIES:

It is the responsibility of the Fire Marshal or his/her designated authority to ascertain if the requirements of this policy are being complied with, and to enforce these and any other laws and codes of the City of Puyallup, pertaining to **fire and life safety**, as may be necessary.

PROCEDURES:

Temporary stands inside the Western Washington Fair are covered by a master business license, issued to the Fair. Temporary stands, located anywhere in the City, outside the property of the Western Washington Fair, must apply for and receive a temporary business license. After the license has been applied for, the application will be forwarded to the Bureau of Fire Prevention for any permits required.

**Applications shall be accompanied by site plans, information related to required permits, or any other information deemed necessary to ascertain all stands are in compliance with the International Fire Code. Any license, either Master or Individual, do not cover permits required by the International Fire Code.**

An inspection shall be conducted to determine if the occupancy or operation meets code requirements. The inspection shall ascertain if the requirements of Appendix A, B, and C have been met in addition to any other laws or codes which may apply to the particular application request.

When code requirements have been met, the Deputy Fire Marshal may issue the required permit, which shall be posted at the occupancy or operation.

If you have questions concerning these requirements please contact the Fire Prevention Division at: (253) 538.6402 902 7th ST NW, PUYALLUP, WA 98371 Fax Number: (253) 538.6486.

It may be necessary for the applicant to complete a PERMIT APPLICATION FORM in addition to the TEMPORARY BUSINESS LICENSE APPLICATION. Please read Appendix A for "**Permits Are Required**". If a temporary business license is required, a separate application can be obtained at <http://www.cityofpuyallup.org/business/business-licenses/temporary-stands/> through the City of Puyallup.

## APPENDIX A

### TEMPORARY USE OCCUPANCIES OR OPERATIONS FIRE AND LIFE SAFETY REQUIREMENTS (Not including electrical)

Any temporary use occupancy, business or operation that fails to comply with the International Fire Code requirements listed here will be **SUBJECT TO IMMEDIATE CLOSURE** until compliance is made. If the particular International Fire Code requirement is not listed here, a reasonable time may be given to comply, unless violation is an immediate life threatening situation as determined by the Fire Marshal or his/her designee.

In order to protect life and property, prevent fires and comply with local fire codes, the following is imposed:

#### **"PERMITS ARE REQUIRED" for the following activities**

1. **TO OPERATE A PLACE OF ASSEMBLY:**  
An assembly is the gathering together of persons for such purposes as civic, social or religious functions, recreation, food or drink consumption or awaiting transportation.
2. **TO OPERATE A CARNIVAL OR FAIR**
3. **TO OPERATE EXHIBITS AND TRADE SHOWS**
4. **TO ERECT AND/ OR OPERATE A TENT OR CANOPY:**  
Tents with a square footage over 200 square feet and canopies with a square footage over 400
5. **TO USE OPEN FLAME DEVICES:**  
Use of open flame devices, i.e., torches, candles, glass blowing, forges, stoves, barbecues and all cooking operations, etc; will require approval of the Fire Marshal or his/her designee.
6. **TO USE FLAMMABLE PAINTS:**  
Flammable paints shall not be applied or stored without approval of the Fire Marshal or his/her designee.

#### **ADDITIONAL REQUIREMENTS (Fire Marshal Approval is required for all activities listed)**

##### **COMMERCIAL FOOD PREPARATION:**

The commercial preparation of food, either in temporary or permanent locations, shall be conducted in accordance with the International Mechanical Code (IMC) and the International Fire Code (IFC). Ventilating hood and duct systems will be IMC Type I or Type II, depending on the food products being prepared. **IFC Section 609 and Section 2404.**

**Demonstration of commercial cooking is limited to using one electrical heat source in a 10 foot by 10 foot area. The heat source cannot exceed 400 degrees Fahrenheit. Solid or gel type fuel (Sterno) shall be limited based on the recommended manufacturer's design for the warming fixture. If the manufacturer's paperwork is not available, then the Fire Marshal shall make the determination on the amount of (Sterno) fuel that can be used.**

**APPENDIX A**  
**Continued**

**FLAMMABLE LIQUIDS:**

Gasoline or liquefied petroleum gas portable containers will **not** be allowed inside any structure, tent, canopy or temporary membrane structure. Storage areas shall be approved by the Fire Marshal. Outside use and storage shall be a minimum of 20 feet from a building and approved by the Fire Marshal. **IFC Section 102 and IFC Section 3801**

**NATURAL GAS USE:**

**Natural gas is allowed to be used for fuel for heating and cooking. Approval from the local gas purveyor and Fire Marshal is required. A flex gas (CSST) line shall be used to connect to the meter. This line is limited to 4 feet in length. Flex gas (CSST) line is not allowed along the ground or suspended in air. Gas piping shall be supported at a maximum of every 6 feet. It shall be protected in traffic areas from displacement. Gas piping shall be tested on site and approved by the building division. A flex gas (CSST) line may be used as a final connection from the appliance to the gas piping. The length of this flex line shall not exceed 6 feet. Each supply of gas shall have its own shut-off. The gas meter may be used for the shut off if a permanently attached handle is available for use. Each appliance shall have a shut-off located in an accessible location.**

**ELECTRICAL HEATERS:**

Portable electrical heaters are not permitted in a building unless approved by the Fire Marshal and the owner of said building or his/her representative.  
**IFC SECTION 305.1**

**SMOKING PROHIBITED:**

The Fire Prevention Bureau's Office shall enforce a no smoking policy in those areas specifically posted by the Fire Marshal or his/her designee.  
**IFC SECTION 310**

**BARBECUES:**

Barbecues, portable or pit require approval of the Fire Marshal or his/her designee.

INDOOR LOCATION:

Barbecue pits used for commercial cooking operations in buildings shall be constructed as commercial food heat-processing equipment in accordance with the International Mechanical Code.

Used barbecue coal ash shall be put into an approved container, labeled "**HOT BARBECUE COALS ONLY**" and stored in an approved location.

OUTDOOR LOCATIONS:

Barbecue pits or equipment in outdoor locations shall be constructed of concrete or approved non-combustible materials.

Barbecues shall not be located within 10 feet of combustible walls or roofs or other combustible material.

At least one, 2-A 20 BC fire extinguisher shall be available within 20 feet of the barbecue. Extinguisher shall not be inside another temporary stand.

Used barbecue coal ash shall be put into an approved container, labeled "**HOT BARBECUE COALS ONLY**" and stored in an approved location.

Barbecues shall not be installed or placed inside unless the structure is approved by the Fire Marshal and a permit has been issued allowing this.

**APPENDIX A**  
**Continued**

**FIRE LANES AND HYDRANTS:**

Fire lanes shall be maintained to a minimum unobstructed width of 20 feet. Overhangs or other like material shall not obstruct the vertical clearance of a fire lane less than a minimum of 13 feet 6 inches.

Fifteen (15) feet of fire lane on all sides of a hydrant located on an access road shall be maintained clear and free of any obstructions including the parking of vehicles. A minimum of 3 feet of clearance shall be maintained around the circumference of all hydrants.

**IFC SECTION 502 AND IFC SECTION 508**

**OBSTRUCTION OF FIRE SAFETY SYSTEMS:**

Exit doors, aisles, exit ways, exit lights, stairways, hose cabinets, fire extinguishers, fire hydrants or any other fire suppression appliances shall not be concealed or obstructed by any decorative material, displays, fixtures, structures or demonstration equipment.

**IFC SECTION 509.2 and IFC SECTION 1003.6**

**DUMPSTERS:**

Commercial dumpsters and containers with an individual capacity of 1.5 cubic yards or greater shall not be stored or placed within five feet of combustible walls, openings or combustible roof eave lines without specific approval of the Fire Marshal or his/her designee.

**IFC SECTION 304.**

**TENTS, CANOPIES AND TEMPORARY MEMBRANE STRUCTURES:**

Tents, canopies and temporary membrane structures shall comply with **IFC Section 24** and Appendix C of these requirements. (Note: Temporary, site-constructed, wood structures, shall comply with standards listed in Appendix C).

**NOTE: OPEN FLAME DEVICES, ELECTRIC STOVES, HOT PLATES AND ANY OTHER FORM OF EQUIPMENT USED FOR THE PREPARATION OF FOOD OR ANY OTHER REASON SHALL NOT BE USED AND ARE NOT PERMITTED WITHIN THE CONFINES OF A TENT, CANOPY OR TEMPORARY MEMBRANE STRUCTURE UNLESS THE TENT CONFORMS TO THE DEFINITION OF A "COOK TENT". See definition.**

(Exception: This requirement *may* be waived if "firewatch" personnel are on scene, all required setbacks are available and the tent, canopy or temporary membrane structure is *not* open to the public. This exception shall be approved on a case by case basis by the Fire Marshal. **A PERMIT IS REQUIRED**

**COMPRESSED GAS CYLINDERS:**

Compressed gas cylinders, in service or in storage, shall be adequately secured (chained) to prevent falling or being knocked over. Ropes, cords, rubber and other combustible material will not be approved for this purpose. Compressed gas cylinder or tank protective caps or collars shall have the caps or devices in place except when the containers, cylinders or tanks are in use or are being serviced or filled.

**IFC SECTION 3003.**



**APPENDIX A**  
**Continued**

**FIRE EXTINGUISHER REQUIRED:**

An approved, minimum 2A-10 BC rated fire extinguisher, or larger, shall be available at each temporary stand. Extinguishers shall serve for only one stand. The Fire Marshal may waive this requirement if the temporary stand is less than 200 square feet and no heating, cooking, electrical or other possible ignition source is located under the temporary stand.

An approved **40BC rated fire extinguisher** shall be provided to protect all cooking and food processing. An approved **K-Type fire extinguisher** shall be required for deep fat frying utilizing vegetable oil. **IFC SECTION 906**

**COMBUSTIBLE WASTE:**

Combustible waste matter shall not be allowed to accumulate in or near any stand. **IFC SECTION 304.**

**EQUIPMENT CONFINED:**

All equipment, mechanical or otherwise, shall be installed, maintained and secured within the confines of the stand, i.e., refrigerators, freezers, cookers, etc.

**LIQUID AND GAS FUELED VEHICLES AND EQUIPMENT:**

Display of liquid and gas fueled vehicles and equipment inside an assembly occupancy shall be in accordance with **IFC 314** and shall meet the following requirements:

- (a) Batteries shall be disconnected with the ends taped in an approved manner.
- (b) Vehicles or equipment shall not be fueled or defueled within any building.
- (c) Fuel tanks shall not be more than 1/4 full nor exceed 5 gals, whichever is less, and fuel systems shall be inspected for leaks.
- (d) Fuel tanks shall be locked or sealed to prevent escape of vapors.
- (e) The location of vehicles or equipment shall not obstruct or block exits.

**FAILURE TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS OR ANY OTHER REQUIREMENTS OF THE PUYALLUP MUNICIPAL CODE CONSTITUTES CAUSE FOR APPROPRIATE LEGAL ACTION.**

## APPENDIX C

### TEMPORARY USE OCCUPANCIES OR OPERATIONS FIRE AND LIFE SAFETY REQUIREMENTS

#### TENTS, CANOPIES AND TEMPORARY MEMBRANE STRUCTURES

##### DEFINITIONS:

##### TENT:

Any structure, enclosure or shelter constructed of canvas or pliable material supported by any manner except by air or the contents it protects. **(Plastic material will not be allowed for roof cover or side enclosure cover unless it is certified as being flame retardant and will not melt and drip under fire conditions.)**

##### COOK TENT

**2404.15 Cooking tents.** Tents where cooking is performed shall be separated from other tents, canopies or membrane structures by a minimum of 20 feet and will not be open to the public. **IFC SECTION 2404**

An approved **40B rated fire extinguisher** shall be provided to protect all cooking and food processing. An approved **K-Type fire extinguisher** shall be required for deep fat frying utilizing vegetable oil. **IFC SECTION 906**

##### CANOPY:

Any temporary structure, enclosure or shelter constructed of fabric or pliable material supported by any manner except by air or the contents it protects and is open, without side walls or drops, on 75 percent or more of the perimeter. **(Plastic material will not be allowed for roof cover or side enclosure unless it is certified as being flame retardant and will not melt and drip under fire conditions.)**

##### TEMPORARY MEMBRANE STRUCTURE:

Any air-inflated, air supported, cable, or frame-covered structure as defined by the IBC, which is erected for less than 180 days and not otherwise defined as a tent, canopy or awning.

**AWNING:** A shelter supported entirely from the exterior wall of a building.

Exits from tents and temporary membrane structures in excess of 200 square feet and canopies in excess of 400 square feet shall comply with **IFC SECTION 24 TABLE 2403.12.2**

Tents, canopies and temporary membrane structures of any size shall comply with the following standards as well as all other requirements of these rules and regulations as apply:

In the event the flame-retardant application is performed by other than a "CERTIFIED" commercial applicator, a "Flame Retardant Verification Statement" shall be completed **prior** to the issuing of any permits.

## **FLAME RETARDANT TREATMENT AND STANDARDS:**

The sidewalls, drops and tops of all tents, canopies and temporary membrane structures shall be of flame retardant material or shall be made fire retardant in an approved manner. When used on floors or passageways floor coverings, bunting, flammable decorations or effects, including sawdust, shall be made fire retardant in an approved manner.

An approved certification shall be retained on the premises indicating the following:

- (1) Names and address of the *owners* of the tent or air-supported structure.
- (2) Date fabric was last treated with flame-retardant solution.
- (3) Trade name or kind of chemical used in treatment.
- (4) Name of persons and firm treating materials.
- (5) Name of testing agency and test standard by which the fabric was tested..  
**IFC Section 2404.4**

## GENERAL:

No such stand shall be located within two (2) feet of any side property line or public sidewalk, within ten (10) feet of any permanent building, nor within fifty (50) feet of any gasoline pump, oil storage tanks, or premises where flammable liquids are kept.

Overhangs from temporary stands that fold down or lower shall not project out over any public sidewalk or public way.

Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within Twenty (20) feet of the tent, canopy or membrane structures while open to the public unless approved by the Fire Marshal.

**If allowed by the Fire Marshal, all cooking appliances which produce grease laden vapors shall have approved ventilating hood and duct systems and shall be protected by an approved automatic fire extinguishing system.** (Exception: Cooking appliances in the open air with no covering or roof.)

## **SITE-BUILT, WOOD STRUCTURES:**

- (1) When a temporary stand is to be occupied and utilized for the purpose of food preparation where heat of any kind is required, the construction of the stand shall meet the minimum requirements listed below and in addition, other requirements of the **IFC** when required by the Fire Marshal.
- (2) No such stand shall be located within two (2) feet of any side property line or public sidewalk, within ten (10) feet of any permanent building, nor within fifty (50) feet of any gasoline pump, oil storage tanks, or premises where flammable liquids are kept.
- (3) No foundation is required for less than 400 square feet.

**APPENDIX C**  
**Continued**

**FLOOR FRAMING:**

<u>Joist Size</u>	<u>Spacing</u>	<u>Maximum Span</u>
2 x 6	24"	8'6"
	16"	9'11"
2 x 8	24"	11'3"
	16"	13'1"

- 1/2" plywood sub-floor minimum for 16" joist spacing
- 3/4" plywood minimum for 24" joist spacing

**WALL FRAMING:**

- 2 x 4 studs minimum
- 3/8" plywood minimum for stud spacing of 16"
- 1/2" plywood minimum for stud spacing of 24"
- Openings in walls to be supported with appropriately sized headers.

**ROOF/CEILING FRAMING:**

- 2 x 6 rafters at 24" spacing will span 11'5"
  - 2 x 6 rafters at 16" spacing will span 13'11"
  - 3/8" plywood may be used with rafters spaced at 16"
  - 1/2" plywood may be used with rafters spaced at 24"
- Roofing materials per code based on roof pitch.

Awnings, overhangs and any other appurtenances shall be at least eight feet above any public walkway or sidewalk.

Roof coverings of fabric, canvas, or other material shall be certified as being flame retardant. This certification shall be in writing from the manufacturer or other recognized agency.

**TRAILERS, MOTORHOMES, OTHER VEHICLES AND PRE-BUILT STRUCTURES THAT CAN BE TRANSPORTED TO A SITE AND USED AS A TEMPORARY STAND:**

GENERAL:

No such trailers, motor-homes, other vehicles and other pre-built structures shall be located within two (2) feet of any side property line or public sidewalk, or within ten (10) feet of any permanent building. Such stand shall not project into a public walkway and shall not be erected or installed within fifty (50) feet of any gasoline pump, oil storage tanks, or premises where flammable liquids are kept.

They shall meet all requirements of these rules and regulations including required licenses, permits, Appendix A, B, and C.

**FAILURE TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS OR ANY OTHER REQUIREMENTS OF THE PUYALLUP MUNICIPAL CODE, CONSTITUTES CAUSE FOR APPROPRIATE LEGAL ACTION.**

# CLOSING NIGHT INSTRUCTIONS

## Closing Time

The Washington State Spring Fair and your business have put in a great deal of time and effort, as well as expense, to provide the Fair guests with one of the best showcases for products, entertainment and fun. We expect all exhibits to remain intact until the 8:00 pm closing time.

The Fair guest is entitled to see the Fair in its entirety, and it is of the utmost importance that consideration be shown to them, as they are your customers. Your patience and cooperation on closing night will help keep the frustration at a low point and make it easier for everyone to remove their displays and head for home or the next show.

In an effort to minimize confusion on the last night of the Washington State Spring Fair, and ensure commercial concessions and vendors do not close early, the following guidelines have been set:

<b>Type of Exhibitor</b>	<b>Pickup Times</b>	<b>Gates to Enter</b>	<b>Gates to Exit</b>
Livestock	After 8:00 pm	Service Gate	Service Gate
Departments	After 9:00 pm	Service Gate	Service Gate
Commercial Vendors	After 9:00 pm	Purple Gate	Service Gate

## Buildings & Grounds Vacated

**All indoor vendors must have all items removed no later than 3:00 pm on Tuesday, April 21, 2020. All outdoor exhibits and food concession booths must be removed by 4:30 pm on Tuesday, April 21, 2020. Failure to vacate will result in a \$500.00 per day fee.**

Thank you,  
Washington State Spring Fair in Puyallup