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#### **SET-UP SCHEDULE**

Food Booth Set-up	July 27 – July 29 (Tues – Thurs)	8:00 am – 4:00 pm
	August 3 – 5 (Tues – Thurs)	8:00 am – 4:00 pm
	August 9 – 27	8:00 am – 4:00 pm
	August 30 – September 2	8:00 am – 8:00 pm
Outdoor Exhibits	August 16 –29	8:00 am – 4:00 pm
	August 30 – September 2	8:00 am – 8:00 pm
ShowPlex/Pavilion	August 31, September 1	8:00 am – 4:30 pm
	September 2	8:00 am – 8:00 pm

#### **HOURS OF OPERATION**

## (Vendors & Food Vendors MUST open during these hours)

## Buildings open 1½ before for Re-Stocking (ShowPlex use Door B South) - Must have Photo ID for Access

10:30am – 10:30pm
9:30am – 10:30pm
9:30am – 10:30pm
9:30am – 9:30pm
<b>CLOSED</b> (Buildings open for re-stocking 9:00am – 4:00pm)
<b>CLOSED</b> (Buildings open for re-stocking 9:00am – 4:00pm)
10:30am – 9:30pm
10:30am – 10:30pm
9:30am – 10:30pm
9:30am – 9:30pm
10:30am – 9:30pm
<b>CLOSED</b> (Buildings open for re-stocking 9:00am – 4:00pm)
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<b>CLOSED</b> (Buildings open for re-stocking 9:00am – 4:00pm)
10:30am – 9:30pm
10:30am – 9:30pm
10:30am – 10:30pm
9:30am – 10:30pm
9:30am – 9:30pm

## **MOVE OUT SCHEDULE**

ShowPlex/Expo Hall	September 26 Closing Night September 27, 28	10:00 pm – 2:00 am 8:00 am – 4:30 pm
Outdoor Exhibits	September 26, 27, 28	8:00 am – 8:00 pm
Food Booths	September 27 September 28 – October 1	Noon – 8:00 pm 8:00 am – 8:00 pm

## GENERAL INFORMATION

#### **Address**

Mailing Address: Shipping Address (Warehouse): Phone Numbers:

Washington State Fair Washington State Fair Warehouse Switchboard 253.845.1771 110 9<sup>th</sup> Avenue SW 1404 5<sup>th</sup> Street SW 24-Hour Hotline 253.841.5045 Puyallup, WA 98371 FAX - 253.841.5390

Warehouse Hours 7:00 am – 6:00 pm (fair time)

website: thefair.com E-mail: info@thefair.com

#### **Hours - Administration Office**

Regular Schedule (Closed Saturday and Sunday)

August 30 – September 2

B:00 am - 4:30 pm

During Fair Hours

Tuesdays and first Wednesday during Fair

Day After Fair (Weekdays – Return to Regular Schedule)

8:00 am - 4:30 pm

8:00 am - 4:30 pm

## Hours - Gates - ALL VEHICLES AND BAGS SUBJECT TO SEARCH

## Service Gate Only (Pre-Fair) Open Closed

Until August 29 (Vehicles Subject to Security Inspection) 8:00 am - 5:00 pm August 30 until Opening of Fair (Vehicles Subject to Security Inspection) 6:00 am - 8:00 pm

Service Gate (During Fair): Open: Fair Closing until ½-hr. before Fair Opens SA/SU 8:30 am M/W/TH/F 9:30 am

Closed: ½-hr. before Fair Opens SA/SU 8:30 am M/W/TH/F 9:30 am until Fair Closing

#### Tuesday Opening ......ALL DAY/NIGHT

#### **Service Gate (After the Fair):**

September 26(Closing Night)11:00 pm - 2:00 amSeptember 27 - September 288:00 am - 8:00 pmSeptember 29 (Return to Regular Schedule)8:00 am - 4:30 pm

Gates: August 16 - August 27 (Pre-Fair) Foot Traffic Only

Gold Gate 8:00 am ...... 4:30 pm

August 30 – September 2 (Pre-Fair) Foot Traffic Only

All Gates: (Gold, Blue, Green, Purple & Red) 8:00 am ...... 8:00 pm

#### Gate Hours During Fair: September 3 – September 26 CLOSED EACH TUESDAY AND ON WEDNESDAY SEPTEMBER 8

#### Hours - Vendor - (Buildings Open 1½-Hour Before For Vendor Access)

Sunday Before Labor Day	. 9:30 am - 10:30 pm
Labor Day	9:30 am - 9:30 pm
Fridays	10:30 am - 10:30 pm
Saturdays	. 9:30 am – 10:30 pm
Sundays	. 9:30 am - 9:30 pm
Mondays, Wednesdays & Thursdays	10:30 am - 9:30 pm

## Enter ShowPlex through "B South" doors only/ Pavilion through North doors

Fairgrounds will be open to the public one-half hour before buildings.

Outdoor Vendors and Food Vendors are encouraged to be open beyond these hours when there are patrons on the grounds.

All Vendor/Sponsors shall open their booths on time and remain open until the specified closing times. All buildings will be cleared as soon as possible after closing so area can be secured. Buildings will be opened 1-½ hours before buildings are open to public for Vendors Only. In order for Vendors to have access to the buildings before building opening, they will be required to have a Photo ID issued by the Fair. One-day Vendor Passes will allow access to the Fairgrounds, but not into buildings. Promotional Passes DO NOT allow access to the Fairgrounds before the gates open.

## Access on Closed Days (Tuesday, Sept. 7, Wednesday, Sept. 8, Tuesday, Sept. 14, Tuesday, Sept. 21)

Tuesday (Buildings Open For Re-Stocking Only)......9:00 am - 4:00 pm

Vendors are allowed access through the Service Gate by vehicle or the Barn Gate on foot. Each person entering the Fairgrounds will be required to have Photo ID or a ticket.

## **Admission Passes for Vendors, Food Vendors and Sponsors**

Space Rent Up to \$6,000

All Vendors desiring to have access to Vendor Buildings 1-½ hours before opening to public for restocking purposes are required to obtain Photo ID issued by the Fair. Vendors may pick up their allotted passes beginning August 12 at the Pass Office located inside the Washington State Fair Events Center on the First Floor of the Administration Building near Gold Gate. Please enter through the Gold Gate beginning August 16. Send in your Pass Order no later than August 1, and your order will be ready on August 12. The Pass Order will be sent with the Space Contract and indicates the amount of units you are entitled to for 2019. All Vendor passes are specifically for the use of employees and/or staff ONLY.

= 6 units

(combination of 6 Photo ID or Season Parking or 120 one-day passes)

Spa	ce Rent \$6,001 - \$15,000 = 10 units	(combination of 10 Photo ID or Season Parking or 200 1-day passes)
Spa	ce Rent \$15,001 - \$25,000 = 15 units	(combination of 15 Photo ID or Season Parking or 300 1-day passes)
Spa	ce Rent \$25,001 - \$35,000 = 20 units	(combination of 20 Photo ID or Season Parking or 400 1-day passes)
Spa	ce Rent \$35,001 or More = 25 units	(combination of 25 Photo ID or Season Parking or 500 one-day passes)
	(Maximum of 25 units al	lowed per Vendor Contract)
Food Vendors See	Pass Order Form (Food Vendor	s are encouraged to utilize one-day passes.)
Unit	= One Photo ID OR 20 One-Day Passes	OR One Season Parking Pass (Non-Reserved)
	VENDOR PA	RKING PASSES
	Season Parking (Blue, Gold, Green and	d Red Lots Only) is Available for \$200.00
Please Note	e: Vehicles over 20 feet must use two (2	!) units (including RV's, Trailers and Oversized Trucks)

Please Note: Vehicles over 20 feet must use two (2) units (including RV's, Trailers and Oversized Trucks)

Vendor Season Parking Pass permitted in the West Green Lot (west of Fairview Drive) for \$100.00

Please Note: Vehicles over 20 feet must use two (2) units (including RV's, Trailers and Oversized Trucks)

Reserved Parking is available for \$400.00, 2 units or 1 Unit plus \$200.00

Space for pass purposes = 10' x 10' (Indoor) or 20' x 20' (Outdoor)

NOTE: Each pass is barcoded and numbers are recorded as issued. Each Vendor takes responsibility that these passes are used as intended.

They are not to be sold or given away. If you have more than you need, please return them to the Pass Office.

Additional Photo ID (over the units allowed or 20 one-day passes (over the units allowed) are available for purchase for \$200.00. Individual one-day passes are available for purchase at \$10.00 each.

#### Pass Code Designation on Photo ID

- B = Backstage Access until 2 hours before and 1 hour after Concert concludes in Grandstand infield. No access to Entertainer's area.
- C = Commissary Gate Access (from Fairgrounds to Commissary DOES NOT ALLOW ACCESS FROM FAIRVIEW DRIVE SW, LOT "E" GATE).
- E = Allow Access through Lot "E" Gate from Fairview Drive SW
- G = Grandstand Access (allows Rodeo) until gates open to public and after show. DOES NOT ALLOW HOLDER TO VIEW SHOW!!!
- R = Rodeo Access Only.
- T = Treasury.

**Commercial Vendor** 

Employees must have admission passes before they can be admitted to the Fair on opening day. Lost pass orders can be replaced for an administrative fee of \$100.00. Plan to pick up your passes before Wednesday, August 21, to avoid waiting in long lines. Last year, the wait averaged between 1½ to 2 hours. Additional passes may be purchased at the Pass Office.

Building Hours (for set-up, restocking and dismantle): Must have Photo ID issued by the Fair for building access.

One-day Vendor passes will allow access to the Fairgrounds, but not to buildings.

## Area Supervisor, Vendor Services (253) 841-5049

An Area Supervisor will be assigned to help Vendors. This person will become acquainted with you, help with booth placement and assist on closing night. If you have problems or questions about your booth, hours or the Fair in general, contact the Area Supervisor or call the Vendor Services Manager.

## **Child Safety**

Washington State Fair requires that Employees, Vendors, Restaurateurs and Sponsors *do not allow* children to accompany them while setting up before/during Fair or dismantling after Fair. The potentially hazardous conditions during these periods require special concern for their safety and liability. We **must** have your cooperation in this important matter.

## **Closing Night Instructions**

In an effort to minimize confusion on the last night of the Fair and ensure Vendors do not close early, the following guidelines have been set:

Type of Exhibitor	Pick-Up Time	Gates to Enter	Gates to Exit
Departments	* After 9:30 pm	**Green Gate	Service Gate
Vendors	After 9:30 pm	**Green Gate	Service Gate

<sup>\*</sup>Unless you have a permit specifically stating an earlier pickup time.

#### **Vehicle Permits**

Vehicles will be detained at the gate until their respective pick-up time. Caution: Do not leave your booth unattended and do not leave any articles in your booths that are easily carried away. Photo ID or one-day Vendor Pass may be required for access through Service Gate.

#### **Building Vacated**

All Vendors are expected to have their exhibits removed no later than noon the Wednesday following the Fair. Storage of exhibits must be arranged at Fair office in advance and a storage fee paid. Buildings will be open from 8:00 am until 4:15 pm each weekday following the Fair. Please be aware that there is no building or grounds security beginning the last Sunday of the Fair after closing.

#### **Closing Time**

The Washington State Fair and your business have invested a great deal of time and effort, as well as expense, to provide Fair guests with the best showcase for products, entertainment and fun. We expect all exhibits/displays to remain intact and staffed until closing time.

Every Fair guest is entitled to see the Fair in its entirety, and it is of the utmost importance that consideration be shown to each customer. 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.

## Covid-19 - Special Rules

The Washington State Fair and its guests must comply with the governor's Safe Start Reopening Plan, as it relates to drive-through food service. We ask guests to adhere to CDC-approved safety measures and a family-friendly environment.

- Concession/Vendors will follow Department of Health guidelines for workers and establishments including using masks and social distancing.
- Disinfectant and sanitation products will be provided for workers to clean their workspace, equipment, tools and common areas.
- Hand sanitizers will be available and/or access to nearby hand washing stations in customer areas
- Staff and vendors will frequently sanitize working surfaces, particularly concession/ticket counters, electronic pin pads and other areas contacted by customers and employees
- Hourly hand washing or sanitation by employees will be required
- The Washington State Fair staff and partners will wear appropriate PPE

#### **Customer Service**

Your company is the Washington State Fair's customer, and, together, we share the most important customer - THE FAIR GUEST. Visitors come to the Washington State Fair by choice to spend discretionary dollars. They want to be entertained, educated and satisfied while having a good time in a worry-free environment. When we satisfy their needs, they help us grow by continuing to do business with us and by making recommendations to friends and associates. Without these Fair guests, neither of us could remain in business.

<sup>\*\*</sup> Vehicles entering Purple Gate will be lined up prior to 11:00 pm in the Purple Parking Lot on a first-come basis.

WE ENCOURAGE VENDORS TO WAIT UNTIL MONDAY FOLLOWING THE FAIR TO DISMANTLE THEIR DISPLAYS.

#### 10 SUGGESTIONS ON CUSTOMER SERVICE

- 1. The FAIR GUEST is the MOST important person in our business.
- 2. The FAIR GUEST is not dependent upon us we are dependent upon the FAIR GUEST.
- 3. Make the FAIR GUEST feel important and appreciated. Greet them with a smile. It creates a good feeling and trust. Thank them for coming to the Fair every time you get a chance.
- 4. Do not complain about the weather, the hours you have to work, your personal life, your competition, the quality of attendees, etc., directly to or within earshot of the FAIR GUEST.
- 5. FAIR GUESTS are not an interruption They are why we are here.
- 6. Appreciate the power of "YES." Always look for a way to help the FAIR GUEST. Look for ways to make doing business easy.
- 7. FAIR GUESTS are deserving of our most courteous and attentive treatment. Treat them well and make them want to return. They are expensive to replace.
- 8. Give more than expected. Give value. Think of ways to elevate yourself above the competition through positive marketing.
- 9. Treat employees well. Employees are your internal customers and need a regular dose of appreciation. Treat your employees with respect, and, chances are, they will have a higher regard for your customer.
- 10. The FAIR GUEST is the lifeblood of our business.

## **Department of Labor and Industries**



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 a 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 can help. Please call for more information about any of the following:

- Opening an industrial insurance account to cover your casual or full-time workers in case they get injured on the job.
- Pay 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 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.

Brian Sahli Worker Safety & Health	253.596.3917
Dan Brickford - Wage, Hour and Minor Laws	253.596.3804
Christy Sterling - Industrial Insurance	360.753.6823
Michael Roe - Manufactured Units	509.324.2563

#### **Electrical Access**

Any display or exhibit covering a vault must provide the ability for Fair employees to be able to access the vault at anytime.

## Electrical Permits – Spa and Sauna Displays

The State of Washington Department of Labor & Industries requires an electrical work permit application be completed for all spa and sauna displays. Fees are assessed by Labor & Industries per location, no matter how many units are displayed in that location. You are required to complete an Electrical Work Permit Application form and pay the appropriate fees by applying by mail or in person at:

Washington State Department of Labor & Industries, Electrical Section 950 Broadway Plaza. Suite 200

Tacoma, WA 98402-4405

Phone: 253.596.3815 Fax:: 253.596.3827

Forms available on-line at: <a href="http://www.lni.wa.gov/TradesLicensing/Electrical/FeePermInsp/Permit/default.asp">http://www.lni.wa.gov/TradesLicensing/Electrical/FeePermInsp/Permit/default.asp</a> and may be paid for with a credit card.

## **Employee Parking**

The Washington State Fair provides FREE employee parking during the Fair. Parking spaces are subject to availability, and lots are not staffed at all times The two sites include: the Silver Parking Lot at 9<sup>th</sup> Avenue SW between 9<sup>th</sup> and 10<sup>th</sup> Streets (disabled parking not available at this lot), and the Bronze Parking Lot located in the 400 block of 9<sup>th</sup> Avenue SE (two blocks east of Meridian Street). Please pass this information along to your employees.

## **Facilities for Disabled and Special Needs Patrons**

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#### **Americans with Disabilities Act**

People with disabilities represent a significant portion of the population and are equally reflective in number of guests attending the Washington State Fair. Ensuring equal participation by all guests is important to you, your company and the Fair.

Americans with Disabilities Act (ADA) mandates equal treatment of persons with disabilities. The Washington State Fair holds all its licensees responsible for meeting the requirements of this mandate.

ADA became effective for recreational, leisure, and entertainment providers in January 1992.

The ADA defines an "individual with a disability" as a person who has a physical or mental impairment that substantially limits one or more major life activities, who has a record of such impairment, or who is regarded as having such an impairment.

Every provider (vendor and/or commercial exhibitor) is responsible by law for accommodating both physically and mentally impaired persons by methods that are "readily achievable". The following are examples of ways to achieve compliance with some basic ADA requirements. For more detailed information contact the appropriate federal agency.

- If counter height does not meet ADA requirement (36 inches maximum), an effort must be made to serve the customer in a reasonable manner. An effective solution would be to service the customer by meeting them outside the concession stand.
- For visually impaired customers, ask your employees to verbalize the menu or even offer the menu in Braille.
- For concession operations that offer a dining area, maintain wide aisles and counter space for those in wheelchairs
- Counter table height and aisle width (for bulk exhibits) should be accessible to wheelchairs. If necessary to use ramps for access, they must be minimum ADA standard: 12 inches of run for each inch in elevation.
- Acknowledge reasonable requests. For example, if a customer is unable to access a booth, service the customer by offering a clipboard for orders and sign-up.

Every effort should be made to give guests with disabilities the opportunity to participate in rides and other amusements. When the safety of guests or employees will be placed in jeopardy, then admission may be refused.

- Post rules and safety requirements for riders in a conspicuous place.
- Accommodate reasonable requests or needs of riders (e.g., grant extra load time to transfer a rider into or out
  of the attraction.
- Always maintain the safety of the disabled riders and the safety of others.

It is the policy of the Washington State Fair that if a disabled individual requires an attendant to accompany them in order to facilitate their needs, the attendant is to be allowed free admission to the Fair.

#### **Fork Lift Service**

Contact:

## Freight Delivery (Pre-Fair)

When you ship your exhibit or product to 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 location. YOU OR YOUR REPRESENTATIVE MUST RECEIVE DELIVERIES. Fair personnel cannot sign for vendors' freight, registered mail or packages delivered to the Fair. Billing must be to the Receiving Company (Vendor), and not the Fair. Use of the Fair's address for billing may jeopardize your participation in future events.

#### **Grandstand Show Tickets**

All tickets are now sold directly through the Washington State Fair Events Center. Visit www.thefair.com/concerts, call 1-888-559-FAIR (3247) or visit the Box Office located at the Gold Gate, corner of 9th and Meridian. Tickets can be purchased using Visa or MasterCard. Purchase in person at the Box Office to save convenience charges. Selected show tickets purchased at least one day in advance include free Fair gate admission.

## **Large Displays and Attractions**

Be aware that, due to the nature of the Washington State Fair, it is likely that large displays and/or attractions will be placed in areas of the grounds that, from some angles, may affect visibility of building entrances or vendors. These areas affected are usually located at: 1) intersection of Showplace Way and Grand Avenue, 2) South of main grandstand, 3) other areas as space allows.

## **Parking**

All parking lots open by 7:00 am - NO OVERNIGHT PARKING ALLOWED

Vehicles over 20 feet Must Purchase Two Tickets (including RVs, Trailers and Oversized Trucks)

Exhibitor/Vendor Stock Trailers must be parked in Exhibitor/Vendor Parking Area (west of Fairview Drive)

## Pass Office Hours (1st Floor Administration Bldg. – Access through Gold Gate Only)

Monday, August 16	
Tuesday, August 17	
Wednesday, August 18	
Thursday, August 19	10:00 am to 4:30 pm
Friday, August 20	10:00 am to 4:30 pm
Saturday/Sunday, August 21 & 22	CLOSED
Monday, August 23	
Tuesday, August 24	
Wednesday, August 25	
Thursday, August 26	
Friday, August 27	
Saturday/Sunday, August 28 & 29	
Monday, August 30	
Tuesday, August 31	
Wednesday, September 1	9:00 am to 8:00 pm
Wednesday, September 1 Thursday, September 2	
Thursday, September 2	9:00 am to 8:00 pm
Thursday, September 2  September 3 & 5, (first weekend of Fair)	9:00 am to 8:00 pm 8:00 am to 6:00 pm
Thursday, September 2  September 3 & 5, (first weekend of Fair)  September 6	9:00 am to 8:00 pm 8:00 am to 6:00 pm 8:00 am to 4:30 pm
Thursday, September 2  September 3 & 5, (first weekend of Fair)  September 6  September 7 & 8 (Tuesday & Wednesday)	9:00 am to 8:00 pm 8:00 am to 6:00 pm 8:00 am to 4:30 pm CLOSED
Thursday, September 2  September 3 & 5, (first weekend of Fair)  September 6  September 7 & 8 (Tuesday & Wednesday)  September 9 – 13	9:00 am to 8:00 pm 8:00 am to 6:00 pm 8:00 am to 4:30 pm CLOSED 8:00 am to 4:30 pm
Thursday, September 2  September 3 & 5, (first weekend of Fair)  September 6  September 7 & 8 (Tuesday & Wednesday)	9:00 am to 8:00 pm 8:00 am to 6:00 pm 8:00 am to 4:30 pm CLOSED 8:00 am to 4:30 pm
Thursday, September 2	9:00 am to 8:00 pm8:00 am to 6:00 pmCLOSED8:00 am to 4:30 pmCLOSED
September 3 & 5, (first weekend of Fair).  September 6 September 7 & 8 (Tuesday & Wednesday)  September 9 – 13 September 14 (Tuesday).  September 15 – 20	
Thursday, September 2	
September 3 & 5, (first weekend of Fair).  September 6 September 7 & 8 (Tuesday & Wednesday)  September 9 – 13 September 14 (Tuesday).  September 15 – 20	
September 3 & 5, (first weekend of Fair) September 6 September 7 & 8 (Tuesday & Wednesday) September 9 – 13 September 14 (Tuesday) September 15 – 20 September 21 (Tuesday) September 22 (September 22 – 26	
Thursday, September 2	

#### **Pets Not Allowed**

Pets are not allowed on the facilities. The only exceptions are service animals, trained medical alert dogs, and 4-H show entries, on leash. All 4-H contestants with animals must have proper credentials and enter Green or Service Gate only. Animals on the grounds for commercial exhibits must be approved by the Vendor Services Manager and cleared by the Fair Veterinarian. Service animal owners are responsible for cleaning up after animals and <u>properly</u> disposing of waste.

#### **Promotional Stickers**

Due to vandalism throughout the grounds, promotional stickers are <u>not</u> allowed. Any sticker available on the grounds must be purchased by the Fair guest. They may not be given away.

## **Public Address Systems**

The right to use a public address system is allowed in designated spaces only after the appropriate fees are paid (see rental schedule). Multiple adjoining booths are allowed one public address system with one microphone. Volume of the public address systems will be monitored by the Fair. Make every effort to minimize the volume and impact upon your neighboring vendors. In the event that the Fair determines the volume is excessive, one warning will be issued; upon the second violation, the right to use a public address system may be revoked. No sound devices (record players, tape recorders, etc.) shall be allowed unless they are an integral part of the items on sale or display. Vendor or sponsors desiring to use P. A. systems or other noisemaking devices must have written approval from the Vendor Services Manager.

## Restrictions Regarding Employees, Independent Contractors and Volunteers of Exhibitors

The Washington State Fair reserves the right to restrict or prevent access of exhibitors' employees, independent contractors, vendors or volunteers to Washington State Fair property. Similarly, we reserve the right to restrict affiliation with the Fair in any way if we determine that such individual is unsuitable to the interests of the Fair. We may invoke this right at any time for any reason. We reserve the right to determine what conduct (past or present) or concerns will warrant such restrictions. We also may request information from exhibitors regarding their employees, independent contractors, vendors, or volunteers in order to effectuate this policy.

#### Restrooms

There are several restrooms on the grounds for disabled guests. These restrooms have symbols indicating them as handicap accessible. Diaper changing counters and chairs for nursing mothers are in most restrooms.

#### **Services**

Decorator - Greyhound Exposition Services (GES),	(425) 251-6565
4060 Lind Ave. S.W., Renton, WA 98055	Fax (425) 251-9878
Located on Fairgrounds East of Barn "J" and NE Corner Office in ShowPlex	
FIDE DOLLGE EMEDGENCY ONLY	F.+ F0F0
FIRE, POLICE - EMERGENCY ONLY	
Fire Station, on grounds - Information Only	Ext. 5222
Fair Police, non-emergency	Ext. 5100
, ,	
FIRST AID - EMERGENCY ONLY	Ext. 5050
First Aid, Next to Washington State Patrol - Information only	Ext. 5299
Lost Children, near Orange Gate	Ext. 5040
Lost & Found Articles, 1st Floor Administration Building at Switchboard	Ext. 5057
Operations (Electrical, Plumbing, Garbage, Storm water issues etc.)	Ext. 5042
Pass Office, 1st Floor Administration Building	Ext. 5020
Shuttle / Warehouse	Ext. 5204
Telephone Service	Ext. 5011
Telephone Service  Vendor Services	Ext. 5049

## Setup

All buildings will be draped and ready for move in by Tuesday & Wednesday before Labor Day 8:00 am - 4:30 pm; Thursday before Labor Day, 8:00 am - 8:00 pm. If you need to set up outside these dates and hours, you must get approval from the Fair Office. If you need to work after hours or on weekends contact the Vendor Service Office 253 - 841-5012.

## **Smoking and Vaping:**

In compliance with Washington Initiative 901 RCW 70.160, smoking or vaping is not allowed in public buildings, or within 25 feet of building entrances, exits, windows that open and ventilation intakes. This includes outdoor vendor booths and employee areas. For your convenience, the Washington State Fair has "Designated Smoking Areas" which we encourage vendors, employees, and fair guests to use.

#### **Tents**

Any tent installed on the fairgrounds that is attached to the ground using stakes is required to have a Utility Locate done prior to installation. It is the responsibility of the vendor or the vendor's tent supplier to have this service performed. Under no circumstances will stakes longer than 24 inches be allowed to be driven into the ground.

## **Telephone Service**

#### Telephone Service – standard analog business service

If you would like to have regular analog dial tone service in your booth for a voice line, credit card authorization, etc. you can order this through the Fair by completing the "Telephone Service Request" Form.

The current cost is \$450 if service is ordered before August 2<sup>nd</sup>. After August 2<sup>nd</sup> it is \$525, if available. We make every attempt to have service working in your booth before the first day of Fair though the last night of Fair but due to the unique nature of the Fair this is not always possible and there may be unanticipated repairs associated with the location of your service.

We will drop the service (analog jack with your assigned phone number) into your booth area. It is up to you to make sure you have enough line cord to reach the proper area of your booth. If you have a trailer or modular building that you would like telephone service for you will need to have the proper connections on the outside of your booth for our installers to hook up to. Installers will not bring the jack into your booth.

Program any automated dialing devices (such as credit card machines) to <u>dial 9 + area code and phone</u> <u>number.</u> You must dial 9 first to make any calls off the Fairgrounds.

#### **Telephone - DSL Service**

The Fair does not provide DSL service. If you would like DSL service you will need to contact the local telephone company and order DSL service and any modem needed directly from the phone company. Once ordered, complete the service request form from the Fair to have a telephone installer extend the DSL service to your booth. The cost to extend DSL service is \$425/line. After August 20<sup>th</sup> the cost will be \$525/line.

DSL Service should be ordered with dial tone

DSL Service should be ordered to be delivered to the Fair before August 20<sup>th</sup>. Any delivery of service after August 20<sup>th</sup> may not be installed in time for the opening day of Fair

Include the telephone number and due date on your order form so we know when the service will be delivered and the phone number assigned by the phone company

Make arrangements to have your modem delivered to your booth or to your place of business

The Fair will not provide service in hooking up the DSL service to your equipment. The Fair installer will only extend the jack to the booth area. Please have enough extension line to reach the area of the booth that you will need to use the service.

#### ISDN/Radio circuits/Special Services

The cost will be \$425 to have a Fair installer provide assistance with the phone company to extend any service.

## Trailer Space / RV's (253) 845-1771

Make reservations in advance of arrival during office hours. Use order form. (CREDIT CARD PAYMENTS ONLY)

Arrivals without reservation will pay additional \$10.00 on site fee

Send full amount: Full Hook-ups, Orange Lot - NO TENTS\$	40.00 per night
Lights & Water Only, Green Lot – NO TENTS\$	35.00 per night
No Hook-ups, Orange Lot - NO TENTS\$	30.00 per night

#### DO NOT CROSS STREETS IN UNMARKED AREAS – USE CROSSWALKS

Fairview Drive on the east side of the facility ONLY CROSS at designated crosswalks.

## **Unloading Procedures – Vehicles**

When you have to drive in and unload, do so as quickly as possible and exit. **Security Check:** Each vehicle entering the grounds may be subject to search prior to entering the facility. Please enter designated security checkpoint staging area located at the Service Gate entrance. Expect delays.

Service Gate: Enter to receive pass to unload on grounds. You will be allowed one hour to unload and exit grounds. Your pass will be date/time stamped. If you absolutely cannot complete your unloading in one hour, you must get the pass validated by a department superintendent or an administrative person. Photo ID or one-day Vendor Pass may be required for access through Service Gate.

Fine: If you take longer than one hour and do not have validation for an extension, there is a parking fine of \$10.00 per hour.

During Fair time: Vendors and sponsors with vehicles will be allowed through the Service Gate between 6:00 am and 8:30 am with a Service Road Vehicle Permit. You will receive your gate permit from the attendant at the gate. NO vehicles are allowed through the gate after 8:30 am. All vehicles must be removed from the grounds by 8:45 am. Vehicles left unattended and without a permit for parking past the allotted time will either receive a warning and be asked to remove the vehicle from the grounds, or be towed away at the owner's expense. Do not park in front of doorways or in vehicle traffic lanes. Your vehicle may be towed away. HANG VEHICLE PERMIT ON YOUR REAR VIEW MIRROR SO YOU CAN BE FOUND IN AN EMERGENCY. Include the building where you can be located and your cell phone number. Please unload quickly and remove your vehicle from the grounds. NO KEYS ARE TO BE LEFT IN MOTORIZED VEHICLES ON DISPLAY.

SPECIAL NOTE:

Limited access to the buildings will be available 1½ hours before building opening each day (except Tuesdays). Photo ID is required for access. Be sure employees needing access to restock booths before building opening have Photo ID.

## Will Call Procedures

Will Call is available as a courtesy to vendors. Please use this ONLY for last minute need. It is located <u>Outside Gold Gate only</u>, and is intended to be used only on an <u>emergency basis</u>. It is your responsibility to distribute your passes to your employees prior to the Fair opening.

We will do our best to insure that the passes you leave get to the proper person, however, we will <u>not</u> be held responsible for any lost passes or for being unable to locate an individual's passes. If you choose to leave passes at "Will Call" you understand you are assuming the risk and you will be responsible for any refund.

If you plan on using "Will Call" for your passes, please read the following procedures:

- All passes must be placed in a Will Call envelope, which can be obtained at the will call window located at the Gold Gate will
  call window outside of the Gold gate by the Box office only.
   Please, one envelope per individual picking up the tickets, NOT
  by company name.
- The name of the individual picking up the tickets should be listed on the first line of the envelope. Please make sure the individual picking up the tickets asks for the tickets under their own name. Photo identification may be required. If we cannot locate their pass, then they will need to purchase admission and you will be responsible for any reimbursement to that individual.
- The number of tickets and signature of person leaving tickets will be listed on the second line of the envelope.

  Envelopes must be filled out completely and be legible, or they will not be accepted. When tickets are picked up, the individual will be handed the entire contents of the envelope. They will be required to sign the envelope showing they have received their passes; the empty envelope will be filed for reference. Once the Fair is over, all empty envelopes, as well as those unclaimed envelopes, will be discarded.

# **RULES AND REGULATIONS**

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

The Washington State Fair (also referred to as Fair) is part of the Western Washington Fair Association, a private, independent, non-profit corporation, empowered to set its own rules for the Fair. These rules apply to vendors, vendors, sponsors, food and novelty operators and all other individuals, corporations, etc., while on the premises. Vendors, sponsors and vendors 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. The laws of the state of Washington shall govern your contract. The parties agree that in the event legal action is undertaken to enforce, construe or interpret any portion of this license, 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.

It is the position of Washington State Fair management that all patrons be treated in an equal and courteous manner so that they can participate in the fun and enjoyment the Fair offers, while insuring a SAFE and enjoyable experience.

## Assignment, Subletting and Ownership

ASSIGNMENT/SUBLETTING: This License is personal between the Washington State Fair and Licensee. Licensee may not assign this License, or any interest in the License, without the Fair's prior written consent, which consent shall be at the Washington State Fair's sole discretion. Assignment shall also include a transfer or conveyance of more than fifty percent (50%) of the present ownership interest in the License. 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 Washington State Fair. If the vendor is a corporation, any merger, consolidation, liquidation, or any change in ownership of or the power to vote the majority of is 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 a limited partnership, the death, withdrawal or expulsion of any general partner shall constitute an assignment. The consent by the Washington State Fair to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting.

**OWNERSHIP:** The Licensee shall furnish the names and addresses of all owners and principals of their company. The Washington State Fair reserves the right to investigate the character of all owners and principals of Licensee. This License is based upon personal service to be rendered by the contact person listed on the License Agreement in the administration of the company. Licensee agrees that if there should be any change in ownership or principals of the company, as a result of a declaration of bankruptcy, or otherwise, the Washington State Fair shall be advised in writing at its principal place of business within five (5) days of such change. In the event of change of ownership or principals of Licensee, and personal service of the contact person listed on the License Agreement is no longer available to manage the Company listed in the License Agreement, this license shall be null and void and cancelled immediately by the Washington State Fair without notice unless otherwise approved by the Fair's board of directors. Licensee, its new owners or principals, take subject to this clause and agree that should the Fair elect to not ratify the change in ownership or principals, Licensee, and its new owners or principals, shall waive any and all damages incurred by them as a result of the Washington State Fair's actions and shall have no legal recourse or remedy against the Fair.

## **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 license 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 license. 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-rata share of the consideration paid for the booth or space. The Fair shall not be liable for any loss by fire or theft occurring to the vendor, his employees, agents or patrons.

The Washington State 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 Washington State 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 EXTENTION 5100 (Security Office) or 9 911 (Emergency).

## **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 this contract or rules and regulations as herein provided, the Fair at its own election shall have the right to declare this contract canceled without further notice to the vendor and shall revoke such right 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 the 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, his / her employees and agents and to deny their admission to the facility until the vendor complies with the directions of the manager of the Fair respecting the closing of said concession.

## **Building and Grounds Security**

Buildings will be secured at closing times and locked as soon as possible. There will be no restocking of booths after closing time. Buildings open 1½ hours before buildings to the pubic daily for vendors and sponsors only. Fair Security patrols the grounds from 10:00 pm until 8:00 am On Tuesday, Wednesday, and Thursday prior to opening day there is a security patrol from 8:00 am - 10:00 pm However, the Fair assumes no responsibility for materials left in booths. If you have anything in your display that could be carried away, it is suggested you take it with you when you leave each night.

Any thefts or security issues are to be reported to the Security Office (Extension 5100) located at the Switchboard area of the Administration Building.

## Code of Ethics for Vendors, and Sponsors

Vendors, exhibitors (hereinafter vendor) and sponsors shall refrain from communicating negative comments concerning other Fair exhibitors or vendor's products. Any exhibitor making such comments shall receive one (1) written warning. Violation of this provision a second time shall constitute a default.

<u>Default.</u> If sponsor / vendor shall be defaulted under the terms of this license, the Washington State Fair may terminate any rights sponsor//vendor has under this license, declare all contractual payments immediately due and owing and shall be entitled to all other remedies available in law and equity.

## **Conduct of Business by Vendor**

It is understood and agreed that the vendor/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, which 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 that 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.

## Coupons

A company must be part of a sponsorship program or have purchased space in order to sample or coupon their product or service. Charities may not coupon non-Fair sponsor products. Prizes may consist of certificates for free products. Contact the Sponsorship Department at 253.841.5023.

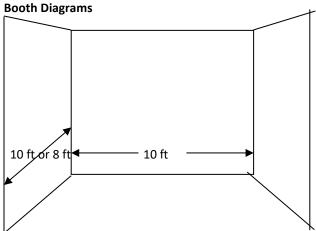
## **Employee Relationship and Complaints**

It is understood and agreed that the Washington State 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 vendors 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 Washington State 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 the same with the Fair.

## **Exhibit Space**

The Washington State Fair reserves the right to allocate, limit, and designate all vendor spaces and locations.

All decoration used in the construction of the space shall be fireproof material. All carpets must be taped down on edges with cloth tape (residue free). Tape will be supplied by the Fair through the decorator. Under no circumstances will any person or persons be allowed to remain in the booth or space overnight. In the event of damage to the walls or floor caused by your use of booth space, you may be invoiced for the cost to restore to original condition.



- Side drapes must be pulled to edge of booth at **all** times.
- 8' high backwalls and sidewalls of draperies. 8' and 10' sides of draperies on rails.
- No built up exhibits or other construction shall exceed 10' in background height, including company name or other advertising.
- Booth identification number is provided in each booth. Keep number visible. Do not take it down.
- Nailing or attaching anything to walls is prohibited.
   Exhibits must be removed after the Fair.
- Exhibits are not allowed to have inexpensive blue, orange, green, gray or clear plastic tarps or unpainted wood or plywood on or incorporated into the display.

#### 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. Floor coverings, bunting, flammable decorations or effects, including sawdust when used on floors or passageways, shall be made fire retardant in an approved manner.

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

- (1) Identification of tent, canopy or temporary membrane structure, size and fabric type.
- (2) Date tent, canopy or temporary membrane structure and other flammable materials were last treated with flame- retardant solution.
- (3) Trade name and type of solution used in flame-retardant treatment.
- (4) Name of persons and firm treating materials.
- (5) Name and address of tent, canopy or temporary membrane structure. UFC Section 3207

#### **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.

## **Expense by Vendor**

The vendor or sponsor is responsible for additional expenses in connection with the decoration, equipment or occupancy of the space, except power provided with the booth, as stated in the contract. They are also responsible for any expenses incurred for service people hired in connection with their exhibit. Any special arrangements for cleaning or service should be cleared through the night guard if it

is to be done after closing. After September 1 vendors may work on their booths. Check in with the manager Vendor Services beforehand. It may be necessary to restore electrical power. Use the dumpsters on the grounds, or call Operations (Ext. 5042) for one, if needed. Any work performed or demonstration of product that produces dust or spraying of materials shall be shielded behind a heavy plastic or glass enclosure to prevent dust, etc., being distributed on neighboring exhibits or the public.

## **Giveaways**

All giveaway items, (pens, key chains, etc.) must be approved in writing before August 30th. Use the application form included in this booklet. Balloons, inflated or deflated, and stickers are not allowed as giveaways. Purchase Premiums: There are vendors on the fairgrounds that pay for the privilege of selling certain items and we must honor their licenses by not allowing free distribution or giveaways of the same or similar items.

## **Golf Carts and Carriers**

A special permit is required to operate golf carts or other utility vehicles (including moped, scooters, and bicycles) on the grounds; you must get the \$25.00 permit at the Pass Office. Present copies of the driver license for all operators, and a certificate of insurance. (A copy of your insurance policy listing the vehicle is sufficient). No golf carts or carriers may be used during the hours the fair is open to the public. The permit must be kept with the vehicle and visible at all times.

## **Imported Goods**

All imported merchandise which 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.

## 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.

#### **Insurance**

## **EXCESS VENDORS AND SPONSORS INSURANCE PROVIDED BY THE WASHINGTON STATE FAIR**

General Liability Insurance for \$1,000,000 per occurrence, \$3,000,000 aggregate and product liability limit is included in this agreement through ACE American Insurance Company/Haas-Wilkerson Insurance. The following products and/or services will be required to provide a certificate of insurance with the same limits naming the Washington State Fair as additionally insured: permanent tattoos,

henna tattoos, body piercing & massages; wheelchair/stroller rentals; medical/dental services/screenings/testing; climbing walls; herbal supplements, weight loss/stop smoking patches/pills, auto or auto parts, inflatable amusements; amusement rides/devices.

The ACE America Insurance liability coverage provided is excess over any other insurance carried by the vendor. The agreement does not provide coverage for vehicles of any type, property and/or inventory or for premises medical payments other specific exclusions included but are not limited to nuclear energy, motor sports, rodeos, non-owned and hired autos, helicopters, pollution and asbestos, participant liability, liquor liability, fireworks liability and worker's compensation.

## Percentage Payments – Vendors

Some vendors are contracted to pay a percentage of their gross sales (after sales tax) to the Washington State Fair shall make payments daily. It is agreed that should a vendor run out of merchandise before the conclusion of the Fair that he/she will continue to pay the percentage based on orders taken. Vendors are responsible for having a sufficient amount of merchandise to sell. This is received against a minimum charge; refunds will be made in October. Interest will be paid on the refund amount. Percentage payment books can be picked up at the Pass Office on the 1st floor of the Administration Building. There will be a \$50.00 fee for any lost percentage payment books. There will be a \$50.00 fee for any checks that do not clear the financial institution that they are drawn against.

There will be a \$50.00 fine to anyone two days or more behind in daily percentage payments. Failure to make out and file daily percentage reports and to pay in accordance therewith shall be considered a breach of contract and could result in ejection from the Fair and forfeiture of all payments made.

#### **Payments on Percentage**

Daily Percentage Reports are to be deposited with payment in the "Vendors Slot" located between the Pass Office and Switchboard. You will NOT be issued a receipt; your check will be your receipt of payment. Fill out one report form for each day - the pages are numbered *Do Not Change Days*. Report sales for correct day! You will receive a printout after Fair with refund on payment record, weather, attendance and comparisons to prior year.

#### Last Day's Sales (Day 20)

All days must be reported in order to compute refunds. You must make all final payments on Monday, the day after the Fair closes, at the Fair Administration Office. Last Day (Day 20) must be reported to compute refund amount - No refund will be issued if any day's report is missing.

## **Personality Rights**

The vendor hereby grants to the Washington State Fair the irrevocable, assignable, worldwide right and license to use, alter and publish vendor's image, alone or together with other images and text, for Fair publications and for all other purposes reasonably related to promotion of the Washington State Fair, in any manner and in any medium now known or later developed, without the need for vendor's prior approval. This right and license will govern all images of vendor, whether created before or after the date of this Vendor's Guide, unless vendor notifies the Fair in writing that vendor desires to exclude specific images from this right and license. Vendor hereby releases the photographer and/or videographer and Fair, its agents and assigns, from all claims and liability relating to the licenses that vendor has granted in this license and release. This license and release will not obligate the Fair to use or publish vendor's image or use the rights vendor has granted.

## Photographs/Sketching

Photographs or art sketching of any vendor's booth and/or product, and employees is not allowed except for use by the Washington State Fair for promotional, historical and archival purposes. In signing the contract, the vendor gives release/approval for likeness, product or booth to be used for such purposes.

## **Promotional Contests of Chance (Free Drawings)**

Applications to conduct prize drawings must be filled out and submitted to the Vendor Manager before August 30<sup>th</sup>.

The following rules must be followed for all free drawings:

1. All parts of draw tickets used shall be printed with the name of the company conducting the drawing, date of drawing and listing of prizes and value. (Attach sample to 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 is required to receive a prize.
- 4. Drawings must be completed by **December 31**st of the current year.
- 5. The Vendor Services Manager shall be given the name, address, and telephone number of all winners and a description of their prizes within one week of drawing.
- 6. A sample of draw tickets and a list of the prizes to be offered must be submitted to the Vendor Services Manager 10 days before the opening of the Fair.
- 7. Lists of the names, addresses and telephone numbers of any person entering the drawing are for the exclusive use of the vendor. The vendor will submit a copy of their lists for prize drawing, questionnaire entry and free drawings to the Vendor Services Department that 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**st of the current year.
- 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. All contests of chance must have a winner(s).
- 11. In some cases, at the discretion of Fair management, you may be required to post a bond to conduct a drawing during Fair.

#### Raffles

Fair



Raffles must comply with the rules and regulations established by the Washington State Gambling Commission; P O Box 42400; Olympia WA 98504-2400. The vendors must assure Washington State 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, extension 2332.

Raffles may only be conducted by bonafide nonprofit/charitable organizations. 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 Fair Office.

## Refunds, Deposits, and Sales Policies

Post your policy regarding refunds in your booth so it is visible to the customer. You must provide refund information to all customers, give a phone number and address for them to contact if they have a question. 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. Washington State Fair extends those regulations to apply to the vendors at Washington State Fair in regard to deposits made. Deposits will be refunded if a customer has followed the procedures for cancellation set by the State of Washington.

The Federal Trade Commission (FTC) has a "cooling off" rule that allows the customer three business days (does not include weekends) to change their mind on a purchase of \$25.00 or more made at any temporary location, away from the seller's place of business. Under this rule, the salesperson must inform customer of their cancellation rights at the time you agree to the sale. The salesperson must also provide customer with two copies of the cancellation form, one to keep and one to send, should the customer decide to cancel. The contract and receipt should be dated, show the name and address of the seller and explain their right to cancel. Any company that does not provide consumers with proper cancellation forms is in violation of the Federal Trade Commission code.

## **Requirements by Vendors**

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 concession material in place before 9:00 am on the opening day of the Fair; to keep the same in same space during the entire Washington State Fair and to keep space in a clean and presentable condition at all times and to remove the same within two days after the close of the Fair (*Wednesday*): also to bear and be responsible for any and all expenses in connection with the decoration, equipment or occupancy of the space named, except 1,000 watts of electric power given with each unit booth 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.

## **Restricted Items**

The Washington State Fair absolutely prohibits the following on the facilities: open containers, weapons (except those used as merchandise for trade shows with a Washington State Fair permit), laser pointing devices, bicycles, roller skates, scooters, skateboards, unauthorized vehicles, drug paraphernalia, controlled substances, alcoholic beverages or animals (except service or show animals).

## **Safety Regulations**

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

Vendors and contractors are responsible for all aspects of safety in connection with any work they perform them or them 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 in the work procedures that will minimize risks and damage.

Your responsibility is to ensure that each subcontractor/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 immediately to the designated Washington State Fair representative, Risk Management representative at 253.841.5052. Also, a copy of the accident report must be submitted to that person.

Vendors and contractors shall NOT operate Fair owned or 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.

<u>Chemical Hazards</u>: You shall provide an inventory list of Material Safety Data Sheets (MSDS) to Fair management, for all hazardous chemicals to be used on site before being 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.

## **Sexual Harassment**

The Washington State 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 also for the entire Fair. The Washington State Fair would not expect any person to tolerate:

- Unwelcome sexual advances
- Requests for sexual favors
- 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 Fair CEO, Kent Hojem (253-841-5002). 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.

## Signs and Advertising

The Washington State Fair can demand and effect the removal of any advertising matter which, in the sole discretion of the Fair, it considers objectionable. No vendor shall display any form of political advertising or 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 Washington State Fair Events Center, unless they themselves lease said premises from the Washington State Fair. (*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 their allotted space as described in this contract.

Signs are subject to the following conditions:

- 1. Fair management's approval must be given in advance for any inflatable displays, balloons, blimps, etc., you wish to utilize for advertising on Fair premises.
- 2. All signs must be professionally printed NO HANDMADE SIGNS.
- 3. Signs must advertise and reflect accurately the product offered for sale in typeface large enough and easy to read from 10 ft away.
- 4. Signs may not exceed height of 36 inches above the roof at the front of the concession stand unless approved by Fair management.
- 6. Width may not exceed the width of the booth. Signs must be confined to the booth area and may not extend into aisles.
- 7. Signs may not extend out from the front of the concession stand more than the thickness of the sign (maximum 9 inches) in the flush arrangement.
- 8. Signs attached to roofs must be attached under the direction of Fair staff.
- 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 approved by Fair management.
- 11. Fair management may disallow any sign on the basis of 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 vendor shall obtain approval of the Fair management before posting. The Washington State Fair 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 Washington State Fair will provide booth identification numbers. Please keep the <u>identification number visible</u> at all times. It is the responsibility of the vendor to furnish signage and place it so emergency and delivery staff can locate you easily. Learn your booth number for identification purposes if calling for emergency assistance.

## **Solicitations**

The Washington State Fair Events Center 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 absolutely 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 Washington State 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 he 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 immediate removal from the grounds.

No TIP jars or solicitation for tips is allowed.

## **Space Contracts**

Every individual or company doing business on the grounds during the Washington State Fair must have a written or signed contract regarding that activity. **THE WASHINGTON STATE FAIR RESERVES THE RIGHT TO MAKE LOCATION ASSIGNMENT AND/OR ANY ADJUSTMENTS DEEMED NECESSARY.** There is a \$50.00 administrative fee for re-issuance of 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. **Booth agreements are for current event ONLY, and do not carry over year to year.** 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 the manager may direct.

## **Staffing Exhibit**

During the official open hours of each day of Fair, all commercial exhibits must be open to the public and staffed by a competent attendant. For security reasons, all personnel must leave the building within 30 minutes after closing time each night. If any company shall fail or refuse to abide by these rules the Washington State Fair reserves the right to terminate the contract and to take possession of the exhibit. Any money paid by the vendor or sponsor to the Washington State Fair will be retained by Fair.

## Storage after Fair

To store food booths on the grounds between Fairs, complete an Interim Storage Agreement available at the Administration office. The Fair is not responsible for any loss or damage to materials. Please check at Administration office regarding fee schedule. Storage space is limited.

## **Trademarks/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. VENDORS 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.

## **Unified Business Identifier (U.B.I.) Number**

Any organization or person making sales must have a Washington State Unified Business Identifier (U.B.I.) number. Contact:

#### **Washington State Department of Licensing**

(800) 451-7985 or http://business.wa.gov/BLS

Notice to retail outlets making occasional wholesale sales (Art Dept., Artists in Action, etc.). These are the types of sales for which you 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. These licenses start with C600 followed by two sets of three digits. Sales to this group are wholesale sales. It isn't enough to get the resale number! You 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 you failed to collect plus a penalty. We will pass this amount along to you.
- 3. Residents of states and provinces that have either no sales tax or tax rates less than three percent. At your request, the Business Manager will provide a list prior to the Fair.
- 4. Food products that are prepackaged and not for immediate consumption are not subject to tax.
- 5. Items shipped by seller to out-of-state address.

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

## Tax rate is 9.9%

## **UPS / COD Delivery Procedures**

- 1. The driver for UPS will leave COD cards at the receptionist desk located on the first floor of the Administration Building. The driver will indicate whether cash or check is acceptable for payment. No COD merchandise will be received on the first day of Fair.
- 2. Vendor will receive the card with instructions as follows:
  - Payment for this UPS/COD delivery is to be taken to the Administration Building receptionist desk before 4:30 pm on the day this card is given to you so delivery of merchandise can be made the following day.
  - If payment is not received prior to 4:30 pm of the second day, delivery cannot be made until the third day. After that the vendor will have to go to the UPS warehouse at 5001 20<sup>th</sup> St E Fife, WA 98424 (telephone 1-800-742-5877) to pick up merchandise. After the third day UPS will return merchandise to the shipper.

**UPS** — If you expect deliveries from UPS, forward signed cards to the warehouse depot next to the Service Gate. They have forms.

**COD Freight** — Any freight delivered with charges due cannot be accepted by Fair personnel. Be available to go to the warehouse and make payments. Put your COMPANY NAME, CELL PHONE, BUILDING AND BOOTH NUMBER ON THE BOX. **You must pick up your deliveries at Warehouse!** 

**Prepaid Freight** — Leave statement (available from warehouse attendant) and signature to accept delivery with the warehouse attendant. Put your company name, building and booth number on statement.

## **Utilities:** Plumbing / Storm Drains / Electrical / Natural Gas Requirements

#### **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 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 Operations Department. You will need to use either a Meltrix plug, secure a state permit and have the state inspector's approval (see Labor & Industries Section of this Vendor Guide, page 7) before power can be turned on . When you arrive at the Fair you must be ready to plug in.

When 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. The Tacoma-Pierce County Health Department will test the water in spas, pools, fountains, etc. periodically throughout the Fair. 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 vendors are required to have grease traps. All pop, coffee, slushy machines, etc. that require water must have a reduced pressure backflow assembly.
- 2. Permanent grease traps are to be cleaned prior to each event, each Wednesday during Fair, and immediately following Fair (Puyallup City Orders). Submit written proof of cleaning to the Operations Department. Anyone found in violation of this rule is subject to a \$500.00 fine.
- 3. <u>No dumping of contaminated water (mop water, bleach water, greasy water, old coffee) in the Fair's Storm Drains.</u> 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.
  - Any changes in plumbing requirements must be approved by the Fair.

#### **Storm Drains and Pollution**

Storm drains are the drains located in various areas of the grounds that discharge rainwater directly to Meeker Ditch, Clarks Creek, then into the Puyallup River. The water entering these storm drains is not treated to remove contaminants. Everything that is placed into these drains goes straight into Meeker Ditch, Clarks Creek, then into the Puyallup River. It shall be unlawful for any person to throw, drain, run, or to permit, cause, allow to seep, or otherwise discharge any organic or inorganic matter into any storm drain located on the Washington State Fair Events Center property. These guidelines are stated in the Water Pollution Control Act more commonly known as the Clean Water Act, have been established and are 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.

#### **Electrical**

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 power. Fair management must approve special electrical requirements. Fair electricians, at the vendor'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 Fair, be paid in advance to the authorized collector of the according to the rates which it has established for such service and material. If the grants special permission to the vendor to do his own wiring, fitting or plumbing, then in every case said work shall meet with the approval of the , 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.

Additional Power beyond that included above will be charged at the following rates:

1	10 volt Outlets	<b>Discount Price</b>	Floor Price
2	20 amp Circuit	\$350.00	\$420.00
	208 volt Outlets	<b>Discount Price</b>	Floor Price
2	20 amp Outlet 1030	\$420.00	\$490.00
\$	30 amp Outlet 1030	\$520.00	\$590.00
4	40 amp Outlet 1030	\$630.00	\$700.00
	50 amp Outlet 1030	\$700.00	\$800.00
	60 amp Outlet 1030	\$840.00	\$980.00

Floor orders must be paid in cash at time of order. To receive discount prices, order must be received by the Vendor Services Department and paid in full two (2) weeks before opening day of Fair.

To insure that you have adequate power for your needs, you must complete the Electrical Order Form for your additional power needs at least two (2) weeks prior to opening day of Fair. Each booth will be supplied with 1,000 watts of electrical power.

#### **Electrical Appliances**

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**.

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

- 1. Light fixtures, including lamps rented or leased from a supplier other than the Washington State Fair are the sole responsibility of the vendor or agent of the rental company.
- 2. Sign lighting purchased or provided from a supplier other than the Washington State Fair is the sole responsibility of the vendor or agent of the company providing the signage.
- 3. Appliances used by the exhibitor are the responsibility of the vendor.
- 4. Electrical work must be completed by licensed contractor and inspected by the state.
- 5. 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. 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 receptacles (per current NEC)
- 9. Square D panels.
- 10. <u>Electric Meters required on each concession.</u> 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) fine.
- 11. Food Vendor are responsible for obtaining an Electrical Permit from L&I prior to plugging into the fair's power grid.
- 12. Standardized Meltrix Connections to Fair power and wire must be sized to the Meltrix, not the load.
- 13. Vendor responsible for measuring the length of cord required for proper hookup and supplying the cord.
- 14. Power will be available for your booth approximately two weeks prior to opening day. <u>Portable Booths:</u> 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.
- 15. The Fair reserves the right to inspect, deny and/or change electrical applications. Fair must approve any changes in power requirements.

#### ACCESS TO VAULTS, 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. All vaults (indoor and outdoor) are to be able to have ready access, which means do not cover with carpet, boxes or displays.

#### **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 you absolutely 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 12/3 gauge extension cords shall be used to extend electrical service.** 

- (1) Extension cords shall only be used with portable appliances while such appliances are in 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 ampacity 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:**

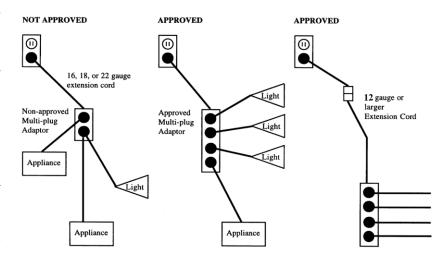
- (1) Power taps shall be of the polarized or grounded types and shall be listed.
- (2) Power taps may be directly connected to permanently installed receptacles, or extended by the use of up to one 50' extension cord that is rated at a minimum of 14/3 gauge. Shorter cords are preferred.
- (3) Power 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:

(1) 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 it's 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.



#### **Natural Gas**

- 1. Use of natural gas only, **no propane** unless approved in advance by Fair management and the Fire Department.
- 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.
- 5. Vendor is responsible for contacting PSE to request hook-up and to make arrangements for billing. Forms are available from the Fair office.

# Central Pierce Fire & Rescue Fire Prevention Division 902 7th 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 Washington State Fair are covered by a master business license, issued to the Fair. Temporary stands, located anywhere in the City, outside the property of the Washington State 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 Fax Number: 253.538.6486 902 7th ST NW, PUYALLUP, WA 98371

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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 <a href="http://www.cityofpuyallup.org/business/business-licenses/temporary-stands">http://www.cityofpuyallup.org/business/business-licenses/temporary-stands</a> through the City of Puyallup.

#### **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:

**COMMERCIAL FOOD PREPARATION:** 

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)

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.

#### 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.

Revised 12/10 S:/Prevention and Education/Documents/Permit Documents/Fire Prevention/Fire and Life Safety Requirements

#### 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.**

#### **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.

#### Continued

#### **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 B**

#### **ELECTRICAL EQUIPMENT AND WIRING**

#### **USE OF TEMPORARY WIRING:**

Special Events: Temporary wiring for electrical power and lighting installations is allowed for a period not to exceed 90 days for Christmas decorative lighting, carnivals and similar purposes, and for experimental or development work.

#### **ABATEMENT OF ELECTRICAL HAZARDS:**

Electrical wiring, devices, appliances and other equipment which are modified or damaged and constitute an electrical shock or fire hazard shall not be used.

#### **ELECTRICAL MOTORS:**

Electrical motors shall be maintained in a manner free from accumulation of oil, dirt, waste and other debris which will interfere with required motor ventilation or create a fire hazard.

## **EXTENSION CORDS:**

#### **GENERAL:**

Extension cords shall not be used as a substitute for permanent wiring.

#### Minimum 12 gauge extension cords 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 ampacity 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 be rated for its use. (ie. outdoor, wet conditions, etc.)

#### **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.

- 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 one 50' extension cord that is rated at a minimum of 12 gauge.
- 3. Power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage.

## **APPENDIX B**

**Continued** 

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

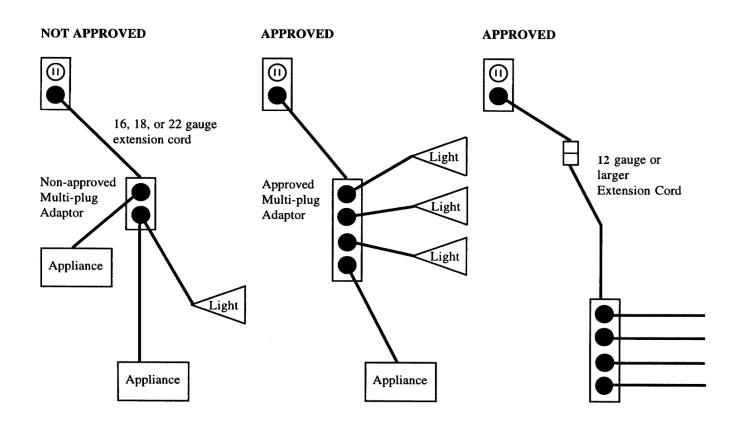
A clear and unobstructed means of access with a minimum width of 30 inches and a minimum height of 78 inches shall be maintained from the operating face of the switchboard or panel board to an aisle or corridor.

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

- 1. Extension cords that are less than 14 gauge in size will not be allowed to extend electrical service.
- 2. Extension cords shall supply power to one plug only.
- 3. Approved multi-plug adapters/power taps with a testing laboratory's label amped on them, or attached to them, are allowed. The word "APPROVED" means the unit has been tested and approved for it's 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.

#### This arrangement is approved for temporary installation only for fairs and shows for a limited time.

If you are unable to reach the outlet with the plug connected to the appliance, you will require an extension cord of 12 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.

## **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:

```
Joist Size Spacing Maximum Span
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 as 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, 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.

