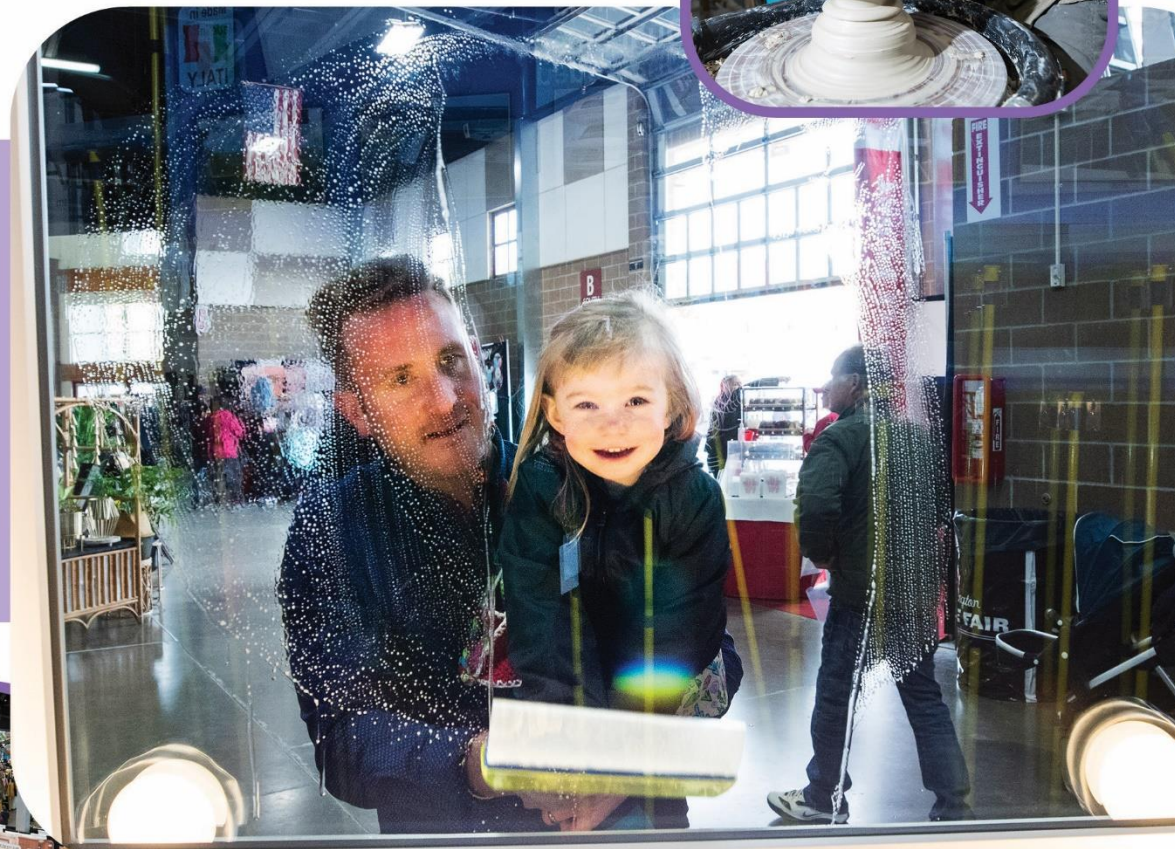


2023 VENDOR'S GUIDE

Washington
STATE FAIR

PUYALLUP

SPRING FAIR®



Includes Rules & Regulations

GENERAL INFORMATION

Mailing Address:

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

Shipping Address:

Washington State Fair
1404 5th Street SW
Puyallup, WA 98371-6811

Phone Numbers:

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

Website: www.thefair.com

E-mail: info@thefair.com

Tickets and Passes

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

Services

TENT & CANOPY

CORT Party Rental

2523 Pacific Highway East
Fife WA 98424

Telephone: (253) 922-9898 / Fax (253) 922-8270

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

Make RV reservations in advance. Based on availability Via phone or e-mail using a credit card only

Full Hookups, Orange Lot	\$40.00 per night with a seven days advance registration
Partial Hookups with Sani-Can, Lot L	\$40.00 per night with advance registration
	\$48.00 per night with on-site registration

Vendor Services Office (Fair Week, **SE ShowPlex**): (253) 841-5049

Vendor Services Office during Spring Fair

Contact Vendor Services staff for any questions or issues regarding your booth space at (253) 841-5049. The office is located in the Mattress Firm ShowPlex Office in the South-East corner (near Food Court). The office also has coffee and water for all vendors.

Vehicles – Pre-Fair Unloading Procedures

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

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

Fair TimeALL vehicles must be removed from the grounds by 9:00 AM every day

Move In/Setup

Commercial vendors may setup on Tuesday, April 11 and Wednesday, April 12. If you need to setup earlier than April 11, you must get approval from the Vendor Services Office (235) 841-5049. Booths need to be completely setup by 1:00 pm on opening day. **PLEASE NOTE THAT BUILDINGS WILL BE OPEN TO VENDORS FROM 8:00 AM to 10:00 AM FOR RESTOCKING PURPOSES ONLY. VEHICLES MUST BE REMOVED FROM THE FACILITY BEFORE 9:00 AM** each day of the Fair.

All indoor vendors must have all items removed no later than 4:30 pm on Monday, April 24, 2022. All outdoor exhibits and food concession booths must be removed by 4:30 pm on Tuesday, April 25, 2022. Failure to vacate will result in a \$500.00 per day fee.

April 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
	Setup (Food/Outside) 8a-4p					
9	10	11	12	13	14	15
	Setup (Food/Outside) 8a-4:30p	Setup (All Areas) 8a-4:30p	Setup (All Areas) 8a-7p	OPEN TO PUBLIC 2P-10P	OPEN TO PUBLIC 10A-10P	
16	17	18	19	20	21	22
	CLOSED	CLOSED	CLOSED			
OPEN TO PUBLIC 10A-8P				OPEN TO PUBLIC 2P-10P	OPEN TO PUBLIC 10A-10P	
23	24	25	26	27	28	29
Load Out After grounds are cleared approx. 9pm	Load Out 8a-4:30p (Buildings & Outdoor)	Load Out 8a-4:30p (Outdoor)				
OPEN TO PUBLIC 10A-8P	ALL BUILDINGS MUST BE CLEARED BY 4:30P	ALL BUILDINGS MUST BE CLEARED BY 4:30P				
30						

Telephone Service

Cost - **\$585.00** per line before March 30, 2023, and **\$650.00 per line after March 30th**, (tax included). Call (253) 845-1771 regarding service.

Most standard business telephone service is provided through the Fair Administration Office (Administration Office). All broadcast/DSL data lines **must** have permission and verification of location from the Administration Office before the order is given to Century Link. **YOU MUST PROVIDE YOUR OWN EQUIPMENT AND LINE CORDS.**

To **ensure** telephone service, you must fill out a telephone order form and return it before March 30. Service is restricted to the Spring Fair.

To call a number on the Fairgrounds from a fair phone, Dial the Last Four Digits

To call a local number or long distance..... Dial 9 + 1 and Area Code & Number

If you need special services or a DSL line and you need this service extended to your booth, you will first need to contact a local telephone service provider such as Century Link/Lumen (855-891-4083).

Facilities for the Disabled

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

Parking -

Gold Parking Lot (off of 9th Avenue SW & Meridian Street S)

Blue Parking Lot (off of Meridian Street S & 10th Avenue SE)

Americans with Disabilities Act

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

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

Service dogs and miniature horses are welcome at Washington State Fair provided they are on a leash or lead at all times. A member of your party must remain with the animal. Currently, the ADA provides no definition of therapy, comfort or emotional support service animals and as such are not considered service animals and are not permitted at Washington State Fair.

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

Security for Knife/Pepper Spray/Mace Sales

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



Department of Labor and Industries

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

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

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

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

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

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

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

ELECTRICAL PERMITS MAY BE REQUIRED:

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

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

Department of Labor & Industries

950 Broadway, Suite 200

Tacoma, WA 98402-4405..... (253) 596-3821

Electrical Inspection Field Supervisor (253) 596-3815

RULES AND REGULATIONS

It is your responsibility to know the following rules and regulations and abide by them as part of your 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 EXTENSION 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 public daily for vendors and sponsors only. 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

All vendors shall make every effort to respect property and rights of their neighboring exhibitors. Vendors, exhibitors (hereinafter vendor) and sponsors shall refrain from communicating negative comments concerning other Fair exhibitors or vendor's products, or entering another vendors booth. Any vendor found to be entering another booth without permission, making negative comments or vandalizing a vendor's space and or products shall receive one (1) written warning. Violation of this provision a second time shall constitute a default.

Default. 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.

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.

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

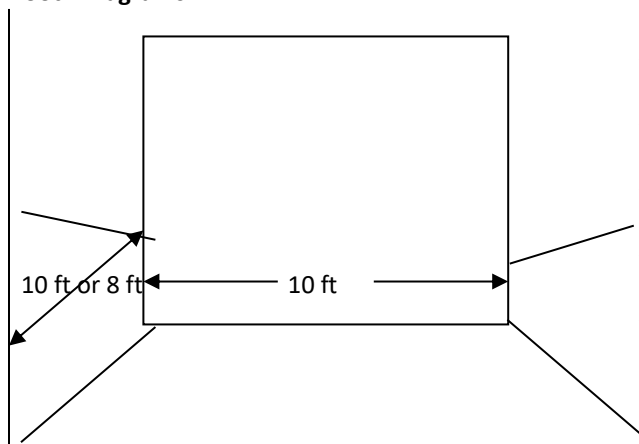
It is understood and agreed that the Washington State Fair shall have no control or management over the vendor, his agents or employees thereof, and the relationship is and shall be construed as that of independent contractors. The parties agree that any agent or employee of vendor is employed in the 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.

Booth Diagrams



- Side drapes must be pulled to edge of booth at **all** times.
- 8' high backwalls and sidewalls of draperies. 3' and '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. 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 one week prior to event. Use the application form provided in the portal. **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.

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.

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 30th.

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 31st** 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 31st** 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



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 Fair by letter that they will use the names for themselves only. For further information call the Washington State Gambling Commission at 1-800-345-2529, 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.

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 opening on the first day of the Fair; to keep the 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.

Chemical Hazards: 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.
5. Width may not exceed the width of the booth. Signs must be confined to the booth area and may not extend into aisles.
6. 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.
7. Signs attached to roofs must be attached under the direction of Fair staff.
8. No signs may exceed the total front width of the stand when combining lengths of all signs.
9. Flush mounted signs may not exceed 36 inches in height or the front of the booth in width unless approved by Fair management.
10. Fair management may disallow any sign on the basis of design or general appearance.
11. 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.
12. Where price signs are utilized, they must be small, neat and inoffensive.

PLEASE NOTE: The Washington State Fair will provide booth identification numbers. Please keep the identification number visible 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 the contracted space is prohibited. No one shall be allowed to solicit, distribute materials in aisles, or while roving on the grounds. Anyone violating this rule is subject to 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.**

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.

Sound Devices

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

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.

Vendor Passes and Misuse of Tickets

Vendors must have credentials **before** they can be admitted to the FAIR. Please make this clear to your personnel. You cannot sell your vendor passes. Pickup passes at the Pass Office. **(See Page 3 for the Pass Office hours.)**

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

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

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

APPENDIX A

TEMPORARY USE OCCUPANCIES OR OPERATIONS

FIRE AND LIFE SAFETY REQUIREMENTS (Not including electrical)

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

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

"PERMITS ARE REQUIRED" for the following activities

1. TO OPERATE A PLACE OF ASSEMBLY:

An assembly is the gathering together of persons for such purposes as civic, social or religious functions, recreation, food or drink consumption or awaiting transportation.

2. TO OPERATE A CARNIVAL OR FAIR

3. TO OPERATE EXHIBITS AND TRADE SHOWS

4. TO ERECT AND/ OR OPERATE A TENT OR CANOPY:

Tents with a square footage over 200 square feet and canopies with a square footage over 400

5. TO USE OPEN FLAME DEVICES:

Use of open flame devices, i.e., torches, candles, glass blowing, forges, stoves, barbecues and all cooking operations, etc; will require approval of the Fire Marshal or his/her designee.

6. TO USE FLAMMABLE PAINTS:

Flammable paints shall not be applied or stored without approval of the Fire Marshal or his/her designee.

ADDITIONAL REQUIREMENTS

(Fire Marshal Approval is required for all activities listed)

COMMERCIAL FOOD PREPARATION:

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

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

APPENDIX A

Continued

FLAMMABLE LIQUIDS:

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

NATURAL GAS USE:

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

ELECTRICAL HEATERS:

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

IFC SECTION 305.1

SMOKING PROHIBITED:

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

IFC SECTION 310

BARBECUES:

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

INDOOR LOCATION:

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

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

OUTDOOR LOCATIONS:

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

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

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

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

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

APPENDIX A

Continued

FIRE LANES AND HYDRANTS:

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

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

IFC SECTION 502 AND IFC SECTION 508

OBSTRUCTION OF FIRE SAFETY SYSTEMS:

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

IFC SECTION 509.2 and IFC SECTION 1003.6

DUMPSTERS:

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

IFC SECTION 304.

TENTS, CANOPIES AND TEMPORARY MEMBRANE STRUCTURES:

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

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

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

COMPRESSED GAS CYLINDERS:

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

IFC SECTION 3003.

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.

APPENDIX A

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.

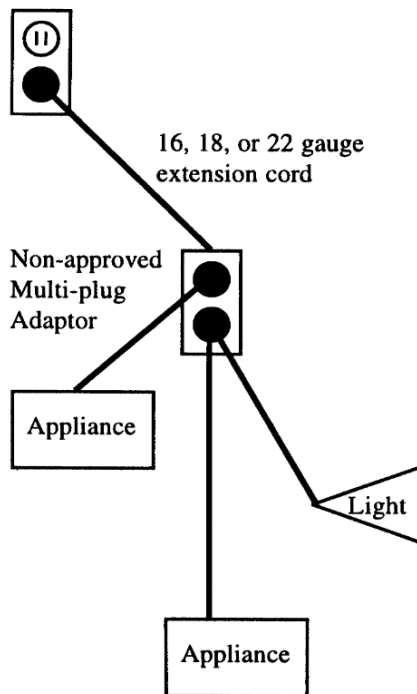
The **GRAPHICS** below are presented to give a visual understanding of approved methods of temporary wiring for lights and appliances at fairs, carnivals and shows. Also, remember the following parameters:

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.

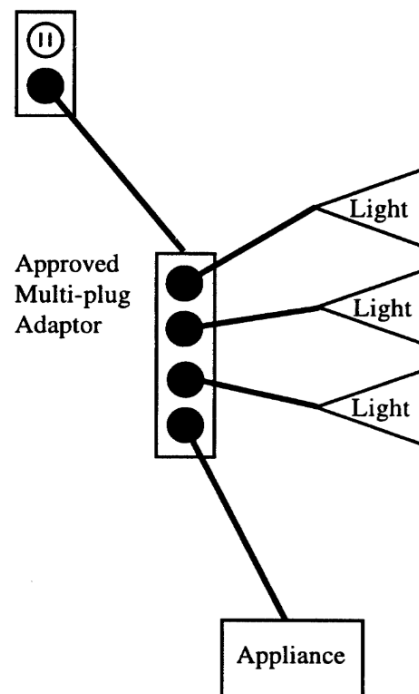
This arrangement is approved for temporary installation only for fairs and shows for a limited time.

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.)

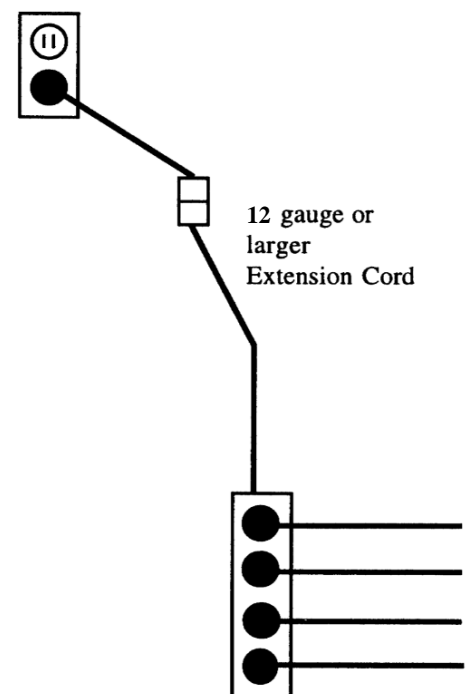
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FAILURE TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS OR ANY OTHER REQUIREMENTS OF THE PUYALLUP MUNICIPAL CODE CONSTITUTES CAUSE FOR APPROPRIATE LEGAL ACTION.

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 at least eight feet above any public walkway or sidewalk.

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

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

GENERAL:

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

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