



Malheur County
Fair & Rodeo
795 NW 9th St
Ontario, Oregon 97914
Phone (541) 889-3431

MALHEUR COUNTY FAIR BOARD

Email:
fair@malheurco.org

Website:
<https://fair.malheurco.org>

FOOD VENDOR AGREEMENT

Date: _____ **Business Name:** _____

Phone: _____ **Email:** _____

Address: _____ **Website:** _____

_____ **Social Media Info:** _____

Description of Menu offered (may attach a separate sheet):

This Agreement is made and entered into between the MALHEUR COUNTY FAIR BOARD, hereinafter called "Board", and SIGNOR, hereinafter called "Vendor". Collectively, the Board and Vendor are the "parties" to this Agreement. The parties agree to the following terms and conditions:

CONTRACT TERM: **July 28 – August 1, 2026**

- _____ HUT \$2,500
- _____ RED BARN \$1,500
- _____ GIRVIN HALL \$4,000
- _____ DAIRY BARN \$1,500
- _____ COMMERCIAL BUILDING \$1,500
- _____ TRAILER/TRUCK \$1,000
- _____ 10X20 TENT \$750

Food Vendor Hours: (Vendors are encouraged to open as early as they like; fair gates open at 8:00 a.m.)
Tuesday: 2:00 p.m. - 10:00 p.m.
Wednesday and Thursday 10:00 a.m. – 10:00 p.m.
Friday and Saturday 10:00 a.m. – 11:00 p.m.

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SET-UP, ENTRY, AND RELEASE TIMES:

(Any vendor not operating during vendor hours may not be offered a Vendor Agreement for future fairs.)

Daily Set up/Restock Period

Vendors may enter gates as early as 6:00 AM. **Vehicles must be out of the gates each morning by 8:00 AM. NO EXCEPTIONS!**

Fair setup time:

Monday 8:00 a.m. - 5:00 p.m.

Tuesday 8:00 a.m. - 2:00 p.m.

Take down time:

Sunday 8:00 a.m. - 2:00 p.m. All Vendors, Concessions, and Exhibits

(Any vendor removing booth before the time stated will not be offered a Vendor Agreement for future fairs.)

GENERAL RULES AND REGULATIONS

Vendors are encouraged to park in the NORTH parking lot. Admission is \$5/day or \$20/week. Each vendor will receive 2 week passes with their contract.

1. Vendors may cancel and receive a full refund until June 30th—no refund given after that date.
2. All booths, trailers, vans, etc., used on the Fairgrounds by concessionaires must be clean, neatly constructed, and of a pleasing appearance.
3. **Vendors are welcome to stay in our camping facilities, subject to availability. Vendors must complete our camping form and have the space paid for before moving into the camping space.**
4. No music is played in the booth, which is too loud.
5. Vendors must always man the booth.
6. **Domestic pets are not allowed inside the Fairgrounds or inside exhibit spaces.** Exceptions may be made for animals that are an integral part of an exhibit space for the purpose of selling animal-related products.
7. Canvassing, roaming, or moving solicitation is not allowed. Stay in your booth.
8. No Subleasing booth spaces.
9. NO SMOKING!
10. All matters not covered in this Agreement are subject to the decision of the Fair Manager or his/her representative, in their official capacities, which shall be final.
11. All Vendors will conduct themselves professionally.
12. Charitable raffles are permitted in accordance with Oregon State Law.
13. The Fair Board will not be responsible for any damage or theft.
14. In the event that a lawsuit of any kind is instituted on behalf of the Board to collect any payment due or to obtain performance of any kind under this contract, Vendor shall pay such additional sums as the court may adjudge for reasonable attorney fees plus all costs, expenses, and disbursements at trial and on appeal.

INSURANCE REQUIREMENTS: Vendor shall obtain and maintain throughout the term of this Agreement the following types of insurance coverage.

1. Worker's Compensation: The Vendor shall comply with ORS 656.017 and provide workers' compensation coverage for all subject workers employed by the Vendor in the performance of this Agreement. This provision does not apply to vending booths operated by volunteers without remuneration or that are otherwise exempt under ORS Chapter 656.

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2. Comprehensive or Commercial General Liability Insurance: Vendor shall obtain at Vendor's expense and keep in effect during the term of this Agreement, Comprehensive or Commercial Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage; contractual liability coverage for the indemnity provided under this Agreement, and products/completed operations liability. The combined single limit per occurrence shall not be less than \$500,000 or its equivalent. Each annual aggregate limit shall not be less than \$500,000, when applicable.

3. Certificates of Insurance: As evidence of the insurance coverage required by the Vendor, the Vendor shall furnish to the Board original certificates of insurance no later than July 15th. The certificate shall specify all parties who are Additional Insured (see below). Insurance coverage under this Agreement shall be obtained from acceptable insurance companies or entities authorized to do business in Oregon.

4. Additional Insured: The insurance coverage, except for Workers' Compensation, shall name **Malheur County and the Malheur County Fair Board**, its departments, divisions, officers, and employees, as additional insured, with respect to the business conducted by Vendor under this Agreement

5. Cancellation or Change: There shall be no cancellation, material change, or potential exhaustion of aggregate limits or intent not to renew insurance coverages without 30 days' written notice from the Vendor or its insurer to the Board.

6. Hold Harmless: Vendor agrees to defend, indemnify and save harmless Malheur County and the Malheur County Fair Board, their officers, agents, and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury, or loss to any person or persons, including but not limited to persons to whom the Vendor may be liable under Workers' Compensation Law and the Vendor himself/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, personal injury, goods, ware or merchandise, caused by, arising out of, or in any way connected with the exercise of Vendor of the privileges granted herein under this Agreement. Vendor shall not be held responsible for any losses, expenses, claims, subrogation's, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Malheur County or the Malheur County Fair Board.

TERMINATION: Vendor's failure to comply with the terms and conditions of this Agreement, as determined in the sole discretion of the Fair Secretary/ Manager, shall be cause for immediate termination of this Agreement, and Vendor may not be offered a Vendor Agreement for future events. Vendor will be notified of the termination in writing. Upon termination, Vendor shall vacate the Fairgrounds and forfeit to the Board all payment, fees, and privileges as liquidated damages. The remedy set forth herein is without prejudice to any other right or remedy available to the Board.

Printed Name

Signature

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