

# COMMERCIAL VENDOR HANDBOOK

JULY 18-20, 2024

3700 KNOX BUTTE ROAD E
ALBANY, OR 97322
541-704-1182 OR ralytle@co.linn.or.us

## APPLICATIONS RECEIVED BY <u>APRIL 15</u> WILL RECEIVE PRIORITY BOOTH PLACEMENT

### **Linn County Fair & Expo Center**

3700 Knox Butte Road E ● Albany, OR 97322 www.linncountyfair.com 541-704-1182 ralytle@co.linn.or.us

## **POLICIES & IMPORTANT REMINDERS**

- ► **CRENDENTIALS (Admission Wristbands)** Each booth receives 6 free wristbands. Additional Wristbands can be purchased on Eventeny.
- ► LAYOUT— See Pages 6 & 7 for layouts
- ➤ VENDOR PARKING—Vendor parking will be in the gravel lot at the south end of the main parking lot. A free shuttle will pick you up and drop you off at the front gate. Shuttles will be running before opening and at close of Expo Hall for your convenience. There will be an unloading zone on the west side of the Willamette Event Center for move in and move out only.
- ► WEAPONS, NOVELTIES, AND SOME TOYS—LCFEC does not allow blow guns, darts, swords, daggers, throwing stars, laser pointers and other items which are deemed a safety risk to be sold or openly displayed by anyone—patrons or commercial vendors. If you're unsure about any of your products please call the fair office.
- ► **DUPLICATE PRODUCTS**—Unless indicated on your use agreement vendors do not have exclusivity rights to the products they sell at LCFEC. Fair management will make every reasonable effort to place duplicate products in different areas. It is our goal to provide shopping diversity for the fair patron at the same time allowing as many applicants as possible the opportunity to be a vendor at the Linn County Fair.
- ► CONSUMER SAFEGUARD—at LCFEC's discretion all applicants are subject to review by the Oregon State Department of Justice to confirm that the applicant is not currently under investigation for violation of consumer fraud laws.

It is your responsibility to familiarize yourself and your employees with the following rules, conditions, provisions, and information.

#### **Linn County Fair Dates and Hours:**

Inside booths are required to be open for business and staffed during hours listed on page 11.

Outside booths are required to be open the hours of fair as listed below.

The Linn County Fair Board has listed the fair dates and hours as outlined below:

Wednesday, July 17 SET—UP 6pm Deadline

Thursday, July 18
Friday, July 19
Saturday, July 20

11am—11pm
11am—11pm

#### **Booth Prices:**

#### **WILLAMETTE EVENT CENTER** (see page 6 for Booth Map)

Inside building space—pipe and drape and one electrical outlet provided.

10' X 10' Inside Booth \$350.00 per booth 10' X 10' Non-Profit Inside Booth \$200.00 per booth

#### **OUTSIDE COURTYARD** (see page 6 for Booth Map)

Outside booths are limited and have limited electrical access. Price does not include tent or pipe and drape.

10' X 10' Outside Booth \$600.00 per booth

(NO discount pricing for Non-Profit organizations wanting to secure an Outside Booth)

#### **MOVE-IN AND MOVE-OUT:**

Move-in for all areas will be Monday, July 15 and Tuesday, July 16 from 8am to 4pm. Vehicles will be permitted on the grounds during set-up of booths for unloading only on Monday and Tuesday. All booths must be ready for business no later than 6pm on WEDNESDAY, July 17. Linn County Fair reserves the right to demand removal of vehicles from any area of the grounds.

All exhibits must remain set-up until 10:30 PM, Saturday, July 15; booths that are taken down early will not be asked back the following year. Exhibits may be removed after 11 PM. All exhibits must be removed from the fairgrounds by 3pm on Sunday, July 21. During dismantling, exhibitors will be expected to remove all trash and debris from their exhibit area and place it in trash cans provided by the Fair. Any articles or materials not removed from the grounds may become the sole property of the Fair. Fair reserves the right to dispose of such property in any manner it may deem in the best interest of the Fair. Removal of items is subject to fees.

#### **FAIR ATTENDANCE:**

Linn County Fair is not responsible for decreases in normal Fair Attendance due to weather, natural disasters, labor strikes, or other events outside the control of Linn County Fair.

Year	Attendance	Year	Attendance
2017	33,123	2021	34,330
2018	33,600	2022	29,408
2019	33,600	2023	38,600
2020	COVID-19		

#### **APPLYING FOR A SPACE**

#### **FILL OUT AND RETURN APPLICATION:**

The link to the application is located at linncountyfair.com/vendors

#### **BOOTH SPACES:**

#### Booths are filled on a first come first serve basis.

We will attempt to honor all preferences for space to the best of our ability, taking into consideration the following factors:

- The number of years you have exhibited at the Linn County Fair.
- The date your application was received.
- The compatibility of your exhibit with others in the same general area.

LCFEC reserves the right to designate the space where any Exhibitor may present their exhibit as it is deemed beneficial to LCFEC and its patrons.

#### New vendors—Open due date for application

It is recommended that you submit your application as early as possible, since space tends to fill up early. If you are requesting a booth in an area where space is still available, your application will be reviewed and, if possible, space assigned.

**If space is not available:** If you are requesting booth space in an area that is sold out or your product is the same or similar to other products we have booked already, your application will be held and you will be contacted later if booth space becomes available.

#### **PAYMENT AND REFUND POLICY:**

Payments are due upon approval of application.

Accepted Forms of Payment—LCFEC accepts Money Orders, Bank Checks, Cash, or Credit Cards. Credit cards are accepted online through Eventeny. Money Orders, and checks can be mailed to 3700 Knox Butte Rd E, Albany OR 97322. Cash should be brought to the office where a receipt will be issued.

Until May 15 LCFEC accepts personal checks. Starting May 16, no personal checks will be accepted. There will be a \$15.00 processing fee added to the total amount due for any checks returned for "Non Sufficient Funds".

Vendors will be charged the full amount of the booth space at approval of application.

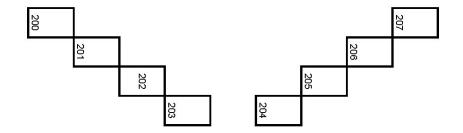
There will be no refunds for canceling.

The fair will have a lien upon any and all property stored, used, or located upon the leased space, or elsewhere upon the Fairgrounds by the vendor for any unpaid rentals or for any and all damages sustained by the breach of agreement or otherwise caused by the vendor and shall have the right to retain such property or any part of it without process of law, and may appropriate any or all such property as its own to satisfy any such claim.

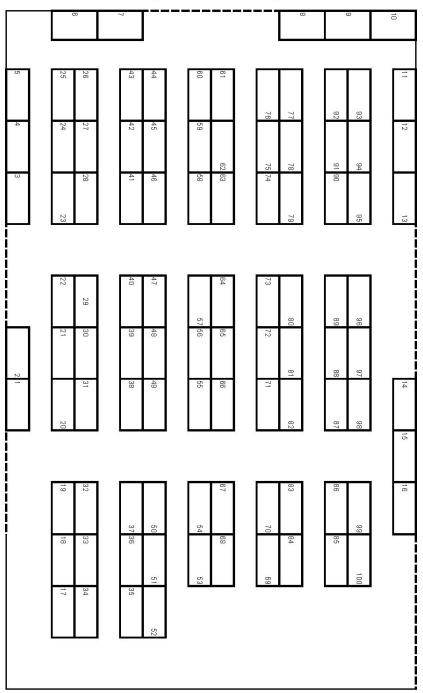
In the event the vendor fails to comply in any respect with the terms of agreement, all payments for booth space shall be deemed earned and nonrefundable by the Fair, and the Fair shall have the right to occupy the space in any manner in the best interest of the Fair without further notice to the vendor.

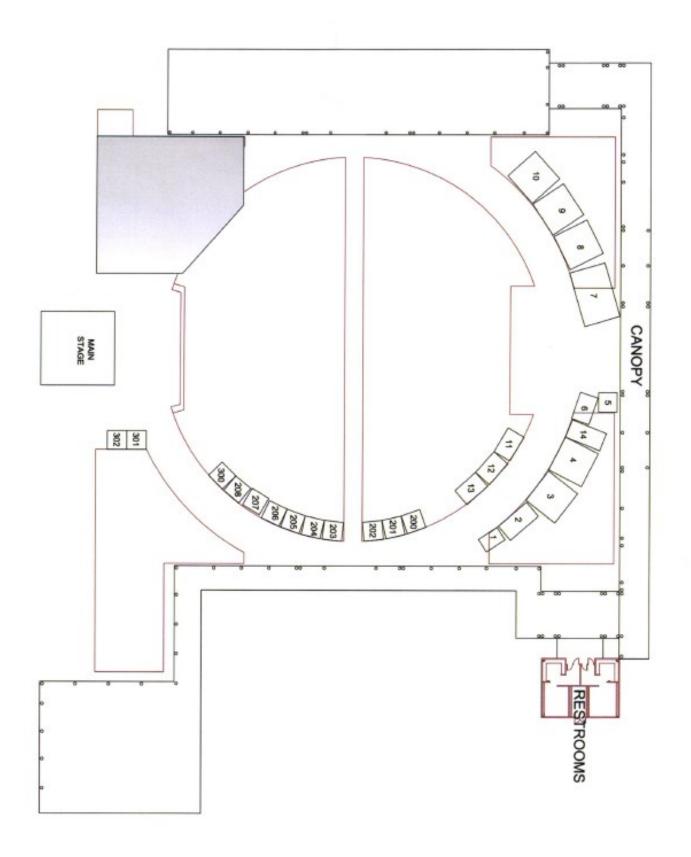
QUESTIONS: Please contact Rachel Lytle
Linn County Fair & Expo Center, 3700 Knox Butte Road E, Albany, OR 97322
E-mail: ralytle@co.linn.or.us
Phone: 541-704-1182
Fax: 541-926-8630





Entry Doors from Outside Courtyard







#### **GENERAL RULES:**

- Sound devices, including but not limited to speakers, organs, pianos, radios, are subject to approval of Linn County Fair and if allowed, must be controlled so as not to interfere with others. The privilege for use of such sound devices may be revoked at any time. If you feel that another vendor's sound level is too loud, please report it to the Commercial Vendor Coordinator in the Fair Office. Do not try to "drown out" noise by creating more.
- Pop up tents are discouraged in the Exhibit Hall, if you typically use a pop up tent as part of your booth please let the fair management know so that approval may be obtained from the fire marshal.
- 3. Exhibitors must care for and keep in good order the space occupied by them, taking every precaution against possible injury to visitors, guests, or employees.
- Helium balloons are <u>NOT</u> allowed inside the Willamette Expo Hall. They may not be used as decoration, be sold, or given away.
- By order of the State Fire Marshal, smoking is prohibited in booths or inside any buildings at the Linn County Fair grounds. Candles may not be lit in buildings.
- 6. Pets are not allowed on the Fair grounds, or inside exhibit spaces. Exceptions may be made for animals that are an integral part of an exhibit space for the purpose of selling an animal-related product. The Fair Management must grant such exceptions in writing.
- 7. Food or beverage may not be given away without Management's written consent as such acts may conflict with concession rights held by others. Vendors expecting to dispense free samples must obtain permission to do so before the Fair opens. SALES OF READY-TO-CONSUME FOOD OR BEVERAGES (INCLUDING WATER) FROM A COMMERCIAL VENDOR BOOTH ARE STRICTLY PROHIBITED.
- 8. Placing of advertising material on or in automobiles on Fair grounds property is specifically prohibited and no permission for such distribution will be granted under any circumstances.
- 9. Canvassing or solicitation except by exhibiting firms is not allowed. Canvassing or demonstration of exhibit must be confined to the inside boundaries of Exhibitor's assigned space and in no case may extend to any other part of the grounds. Advertising of candidates for office may take place only in a booth rented for that purpose.
- 10. Linn County Fair reserves the right to refuse exhibits which may violate community standards of decency or otherwise infringe upon the rights of, or cause bodily harm or intimidation to our staff, exhibitors, or members of the public.
- 11. Linn County Fair reserves the right to stop or remove from the Fair or relocate any vendor or his representative and/or products, performing any act or practice which, in the opinion of the Linn County Fair, is

- illegal; interferes with the performance of other vendors; creates a health, safety or fire hazard; or violates any rules stated herein.
- 12. Counterfeit merchandise is illegal and is strictly forbidden. You are in violation if you knowingly intend to sell or distribute merchandise that has a counterfeit logo, graphic, or brand name that is identical to, or substantially distinguishable from a registered trademark. Linn County Fair has procedures that will allow outside investigations and/or seizures concerning such merchandise. For further information about trademark counterfeiting, see Oregon Revised Statute 647.135.
- 13. Vendor shall comply with those laws, rules and regulations and codes of the State of Oregon, Linn County, City of Albany, and the Linn County Fair that may include but not limited to worker's compensation insurance, health and safety, fire, construction, and utilities.
- 14. It is mutually understood and agreed that no alteration or variation of the application or related documents shall be valid unless made in writing and signed by the parties and that no oral understanding or agreements not incorporated in the application and no alterations or variations of the term thereof, unless made in writing between the parties, shall be binding on any of the parties.
- 15. The decision of the Fair Manager or its representative, in their official capacities, must be accepted as final in any disagreement between vendors.
- 16. All matters not covered in these conditions are subject to the decision of the Fair Manager or its representative, in their official capacities, which shall be final.
- 17. The application is not binding upon the county or the Fair until it has been duly accepted and signed by its authorized Fair Manager or its representative, and payment received per the terms of the application.

#### **RULES OF CONDUCT:**

All Vendors are expected to conduct themselves in a professional manner and according to the Rules Governing Exhibits. Vendor will refrain from mentioning their competitors or their competitors' products in a derogatory manner or in any other way disparaging another Exhibitor who is also participating in the Fair. Any unruly conduct, refusal to follow rules, or use of foul language may be considered grounds for expulsion from the fair. Such Vendors may not be invited to return to subsequent Fairs.

The sale and/or misuse of credentials by vendors, their agents, family members, or any other person may result in immediate expulsion with no refund; there may be monetary fines, and the vendor may not be allowed to return to subsequent Fairs.

All vendors will be required to keep their booths open all three (3) days of the Fair during all official Fair hours. Violators may face expulsion and not ask to return.

The Linn County Fair provides a service to both and Fairgoers. It is our policy to maintain clean facilities, neat grounds, and respect for our Fairgoers. We must insist that Exhibitors provide the same respect for Fairgoers as well as fellow vendors. Linn County Fair retains the right to remove any vendor and their exhibit from the Fair grounds if vendor does not comply with the signed Use Agreement and written rules.

#### **NONCOMPLIANCE PROCEDURES:**

In the event that an vendor refuses to comply with fees, conditions, rules or other information as outlined in this document, the Linn County Fair will take the following action:

- Upon first observance of vendor noncompliance, Linn County Fair staff will talk with an vendor on an Informal basis to inform vendor of infraction and request compliance.
- If vendor noncompliance reoccurs, Linn County
  Fair staff will issue to vendor written notice of
  noncompliance, stipulating that vendor complies
  within a specified period of time.
- 3. If vendor fails to comply with the first written notice within the specified period of time, the Linn County Fair will issue a second written notice of noncompliance, stipulating that vendor attend a meeting with Linn County Fair staff on a specified date and time. Failure of vendor to attend meeting or to comply with agreements reached during such meeting will result in exhibit space being revoked. The vendor will be required to remove booth furnishings immediately, or Linn County Fair will remove and store furnishings at a fee of \$100 per day or portion thereof.
- 4. Due to the Linn County Fair occurring during a specified timeframe, time is of the essence with regard to these proceedings. Therefore, "specified period of time" as referred to above, may be measured in hours or days.

#### **PROTEST PROCEDURES:**

Any protest of Linn County Fair actions regarding noncompliance procedures must be in writing, delivered in person or by certified mail to the Fair Manager within three (3) business days of occurrence, and must make reference to the specific law, rule regulation or practice upon which the protest is based. The Fair Manager will respond, in writing, within two (2) business days of receipt of protest. The decision of the Fair Manger shall be final.

#### **DRAWINGS FOR FREE PRIZES:**

The following rules apply to all vendors who wish to conduct a drawing for a free prize. These do not apply to licensed charitable raffles, which are controlled and regulated by the Oregon Department of Justice.

- Entry forms/draw slips may ask for patron's name, address, phone number, and email ONLY. The name of the VENDOR ON THE APPLICATION MUST BE ON ENTRY FORM/DRAW SLIP, as well as the drawing date and a list of prize(s).
- Any information obtained from entry forms/draw slips are for exclusive use of the vendor holding the Use Agreement doing the drawing and may not be sold or distributed to another party.
- 3. All drawings for free prizes must be conducted on or before the last day of the Linn County Fair.
- 4. No purchase may be required for a person to be eligible for the prize drawing or for the prize to be awarded.
- At the booth where the drawings are entered, a clearly visible sign must be posted to include the following information: 1) Date of drawing 2) Need not be present to win 3) No purchase necessary
   If entrants are subject to sales appointments, calls or contacts, this must be indicated.

Any vendor conducting a drawing who fails to comply with any of the above rules shall be subject to immediate cancellation of booth space and/or exclusion from participating in future Linn County Fairs.

#### **SUBLEASING:**

Vendors are prohibited from subleasing, assigning, or apportioning to another party the whole or any part of the contracted space allotted to them by the Linn County Fair. The allotted space is for the sole and exclusive use of the vendor named on the application. Vendors holders may subcontract for their goods or services to be sold by a third party as long as such goods or services are listed on the application and approved by Linn County Fair.

#### **CONSUMER SAFEGUARD:**

Applicants who are doing business under court order, notice, or investigation by the State of Oregon or any other state for alleged or confirmed violation of consumer fraud laws will be denied as a vendor at the fair. All applicants are subject to verification of this by the Oregon State Department of Justice, at the Fair's discretion.

#### **BOOTH FURNISHINGS:**

All materials, fabrics, table coverings, etc. used in exhibit and display decoration must be flame resistant. Such materials are subject to the inspection of the Linn County Fire Marshal who may demand removal of untreated materials. Please refer to the Fire Marshal Regulations provided by the Linn County Fire Marshal's Office. Questions concerning the flame resistance of materials to be used in booths should be referred to the Linn County Fire Marshal's Office. Rugs or mats are suggested floor coverings for the exhibit booths (used with approved tape only). Painting of floors is prohibited. Exhibitors shall not deface Linn County Fair facilities or property in any way. Use of staples, paint, tape, pins, etc. on floor and/or walls is prohibited.

Extension cords may be used only within the guidelines established by the Linn County Fire Marshal's office. See enclosed Fire Marshal Regulation's for details.

The height of either side of indoor exhibits may be 8' high at the front of the booth and 8' high at the back of the booth.

All booth furnishings, including signs and display racks must remain inside the boundaries of designated booth space at all times.

#### **SIGNS:**

Booths located in the Willamette Event Center will be provided with signs that show the name of vendor.

All signs, banners, or posters supplied by vendor must be professionally made, neat in appearance and placement must meet Linn County Fair guidelines (see Booth Furnishings above). The use of hand lettered or felt-marker signs are discouraged. All signs advertising any product by brand name placed on the outside of vendors designated area my be in violation or may require an extra fee, as this may be in conflict with paid sponsors. Highflying helium "blimps" will not be allowed unless pre-approved in writing by Linn County Fair.

#### **VENDOR CLEAN-UP:**

At the end of each day during Fair time, each vendor is responsible for the clean up of his booth area. Fair personnel will not enter booth area.

Any vendor using food for demonstrations such as slicers, cookware, blenders, etc., must provide a waterproof, covered container to hold refuse, thus preventing leakage onto the floor or into other vendor's booths. Each vendor will be responsible for emptying their refuse container daily or more frequently as required. Any vendor who has a booth that allows food, water, or refuse to leak onto the floor in to another vendor's booth will be subject to a \$25.00 cleaning fee for each occurrence and after the second occurrence will be subject to expulsion from the Fairgrounds without refund. You may be liable for injuries caused to persons slipping in such leakage.

#### **VENDOR ACCESS TO BUILDINGS:**

Inside vendors will be allowed access to the Willamette Event Center no earlier than 8am.

Lights will be turned out and building locked at 9:30 PM each evening. Inside vendors should be prepared to close booths and leave exhibit area once all attendees have left the building. Outside vendors will be required to stay open until all fair attendees exit the grounds. Vendors will not be permitted to remain in booths overnight.

#### **VENDOR PARKING:**

Parking for vendors who hold vendor wristbands which includes parking will be in the gravel lot at the south end of the main parking lot. A free shuttle will pick you up and drop you off at the front gate before opening and at closing of Expo Hall for your convenience.

Overnight sleeping is not allowed in this area.

#### **RECREATIONAL VEHICLES:**

RV spaces are NOT available on the Linn County Fair grounds during Fair. There are two RV parks close by, Blue Ox, 541-926-2886 and Knox Butte RV Park 541-928-9033. You must make your own reservations.

#### **INTERNET SERVICE:**

Wireless Internet is available at no extra charge.

#### LABOR:

Linn County Fair is not responsible, nor will it arrange to provide any kind of labor for the installation, removal or servicing of any exhibit space. It is recommended that vendors needing to use local labor contact the Employment Office.

#### **CARDBOARD RECYCLING:**

Containers for cardboard will be located in strategic areas convenient to exhibit booths. Vendors are asked to break down and put cardboard in these specific containers.

#### **INSURANCE:**

All vendors will be required to provide insurance. The form to send to your insurance company is included in the documents section of Eventeny.

#### FIRE MARSHAL REGULATIONS:

All vendors will be required to abide by rules and regulations as set forth by the Linn County Fire Marshal's Office. The rules are listed in the document section of the Eventeny application. Vendors should keep rules on hand in each exhibit booth.

#### **SECURITY:**

Linn County Fair will exercise all reasonable diligence in protecting property of vendors, but will not be responsible for articles lost by fire or theft, or mysterious disappearance. Please report any thefts to the Fair Office as soon as possible.

#### **WEAPONS:**

For public safety reasons and to further the peaceful enjoyment of the Linn County Fair, certain items are PROHIBITED FROM SALE OR OPEN DISPLAY on the Linn County Fair grounds. These items include Firearms, Weapons, and Destructive Devices as these items are defined by OAR576-065-000. Also not permitted are toy weapons and potential weapons or threatening items, which include but are not limited to, blowguns, and darts, paintball guns, swords, daggers, throwing stars, electronic stun guns, mace, pepper spray, and laser pointers. Certain knives (such as household knives) or other prohibited items may be permitted with specific approval from the Fair Manager. The determination of prohibited items is at the absolute discretion of the Fair Manager. The Linn County Sheriff will actively assist in the enforcement of this policy.

#### **DUPLICATE PRODUCTS:**

Unless indicated on the application vendors do not have exclusivity rights to the products they sell at LCFEC. Fair management will make every reasonable effort to place duplicate products in different areas. It is our goal to provide shopping diversity for the fair patron, at the same time allowing as many applicants as possible the opportunity to be a vendor at the Linn County Fair.



#### **INSURANCE TERMS AND CONDITIONS:**

The LINN COUNTY FAIR BOARD (LCFB) and PERMITEE agree as follows:

- 1. INSURANCE: PERMITEE shall secure at his/her expense and keep in effect during the term of this permit agreement Comprehensive or Commercial General Liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this contract and products/completed operations liability. Combined single limit per occurrence shall not be less than \$500,000 or the equivalent. Each annual aggregate limit shall not be less than \$500,000 when applicable. Insurance Company must be authorized to do business in the State of Oregon, and County of Linn. If PERMITEE is to serve alcoholic beverages during the term of this agreement, coverage will also include Host Liquor Liability. The limits shall be not less than \$500,000 per occurrence for personal injury and property damage. The insurance policy or policies shall name the COUNTY OF LINN AND THE LINN COUNTY FAIR & EXPO CENTER (LCFEC), its officers, agents and employees as additional insured's, but only with respect to the PERMITEE's activities to be performed under this Permit. PERMITEE shall furnish not less than fourteen (14) days before the first day of use and occupancy, certificate of insurance as evidence of the insurance coverage required by this agreement. Certification or a copy of the endorsement adding LINN COUNTY AND LCFEC as an additional insured shall also be provided.
- 2. INDEMINITY: PERMITEE agrees to defend, indemnify and save Linn County, the LCFB, the LCFEC, their officers, agents and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation's, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of, or incident to, the performance of this permit agreement by PERMITEE (including but not limited to, PERMITEE's employees, agents and others designated by PERMITEE to perform, work or services attendant to this permit agreement). PERMITEE 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 LINN COUNTY, the LCFB and/or the LCFEC.
- 3. LIMITATION OF LIABILITY: LCFB assumes no responsibility for any property placed in the facilities by PREMITEE and the LCFB is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of the facilities under this agreement and all watchman or other protective service desired by PERMITEE must be provided by separate agreement with the LCFB.
- 4. WORKERS' COMPENSATION COVERAGE: PERMITEE shall provide workers' compensation coverage for all subject workers (as defined by ORS 656.027) employed by PERMITEE to perform work pursuant to this permit agreement. The workers' compensation coverage to be provided by PERMITEE shall be in full compliance with ORS Chapter 656. This provision shall not apply to vending booths that are operated by volunteers without remuneration or are otherwise exempt under the provisions of ORS Chapter 656.
- 5. PERMITEE CONDUCT: PERMITEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully therein.

#### **SUGGESTED HANDLING OF INSURANCE:**

We suggest you fill in the information below and send this form to your insurance company so they will understand the exact wording required.

Name of Client:
Dates to be Covered:
Building or Facilities Used:

- 1. The above-names Client, described as PERMITEE, has a Permit to use the LINN COUNTY FAIR & EXPO CENTER buildings or facilities described, for the period of days shown above.
- 2. The Permit requires that the Client provide, at least 14 days in advance, evidence of insurance.
- 3. It is requested that the insurance writer read carefully the full text of the Permit paragraph on Insurance and Indemnity printed in full above. If clarification is needed, call 541-704-1183.
- 4. The COUNTY OF LINN requires that the PERMITEE's liability insurance be endorsed in accordance with the following language:
  - "It is agreed that the COUNTY OF LINN, the LINN COUNTY FAIR & EXPO CENTER, its officers and employees are added as additional insured's as respects the named Insured's use of premises furnished by the LINN COUNTY FAIR & EXPO CENTER."
- 5. The insurance company is requested to prepare said endorsement or policy and forward certificate thereof **not less than fourteen (14) days prior to the first day** of the Permit to:

LINN COUNTY FAIR & EXPO CENTER
ATTN: FAIR VENDOR COORDINATOR
3700 Knox Butte Road E
Albany, OR 97322





#### **Outside Vendor Display and Booth Requirements**

Commercial cooking equipment will only be allowed in approved locations using approved equipment and with prior approval from the Albany Fire Department.

#### **Indoor/Outdoor Cooking:**

- · Open flame devices shall not be used in places of assembly. Ref. OFC Chapter 3
- · All food preparation equipment which produces grease-laden vapors (frying, deep-fat frying, etc.) shall be located under an exhaust hood equipped with a fire extinguishing system. Ref. OFC Chapters 9 and 31
- All food prep which produces grease-laden vapors (frying, deep-fat frying, etc.) shall require a Class K fire extinguisher.
   Ref. OFC Chapter 9
- For other than grease-laden vapors, a 2A-10-BC portable fire extinguisher is required if cooking is involved. Ref. OFC Chapter 9
- · Fire extinguisher MUST have current service tag or receipt of purchase within the last 12 months.

#### **Propane Usage**: Ref. OFC Chapter 61

- · Propane cylinders less than 125 water gallons in size must be at least five (5) feet from the structure.
- · Propane cylinders 125 to 250 water gallons in size must be at least ten (10) feet from the structure. (**Not** allowed under building eaves.)
- · Propane cylinders must be set on a firm foundation or be adequately secured.
- · Cylinders shall be protected from vehicular damage.

#### Electrical Wiring/Equipment: Ref. OFC Chapter 6

All electrical wiring and equipment shall comply with the Electrical Code (NFPA 70). Wiring connections to any circuit panel can only be performed by qualified, licensed electricians. Contact the City of Albany Building Department for needed permits.

#### **Extension Cords:**

- o Shall be 16 gauge or larger in size.
- o Shall be grounded and plugged directly into an approved receptacle, power tap, or multi-plug adapter and, except for approved multi-plug extension cords, shall serve only one portable appliance.
- o Shall be maintained in good condition without splices, deterioration, or damage. ("Daisy-chaining" of extension cords is not allowed.)
- o The ampacity of the extension cords shall not be less than the rated capacity of the portable appliance supplied by the cord.
- Multi-plug adapters, such as cube adapters, unfused plug strips, or any other device not complying with this code or the Electrical Code shall not be used.

#### **Heating Appliances:**

- · Portable, non-vented fuel-fired heating equipment shall be prohibited.
- · Space heating appliances shall be listed and labeled.
- The heating element or combustion chamber shall be permanently guarded so as to prevent accidental contact by person or material, and shall have a tip-over switch.

#### Outside Vendor Display and Booth Requirements (cont.)

#### Tents, Canopies, and Other Membrane Structures: Ref. OFC Chapter 31

- · Shall have a minimum of one open and unobstructed exit.
- · Must be flame retardant.
- · Shall be structurally secure, braced, and anchored.
- Shall be 20 feet away from lot lines, other non-cooking tents, canopies, membrane structures, parked vehicles, and buildings.
- Hay, straw, or shavings shall not be located within any tent, canopy, or membrane structure.
- Smoking shall not be permitted in tents, canopies, or membrane structures.
- · Fireworks shall not be used within 100 feet of tents, canopies or membrane structures.
- Shall have a 2A-10-BC fire extinguisher with current tags available at all times.

#### The following requires prior approval from the Albany Fire Department:

- Location of tents, canopies, and membrane structures.
- · Cooking in tents, canopies, and membrane structures.
- · Any display of vehicles, competitions and demonstrations, flammable and combustible liquids, LP gas, open flames, and/ or combustible decorations.
- · Any act which incorporates the use of fire.
- Any special effect using hazardous materials.
- · Use of hay bales and/or any loose, combustible materials.

#### **Temporary Generators**:

- · Shall be separated from tents or membrane structures by a minimum of 20 feet.
- · Shall be placed on an approved surface.
- Shall be isolated from contact with the public by fencing, enclosure, or other approved means.
- · Flammable and combustible liquids storage and use shall be in accordance with the following:
  - o Fuel shall be stored outside in an approved manner not less than 50 feet from tents, stands/booths, or membrane structures. See OFC Chapter 57 for storage requirements
  - o Refueling shall be performed in an approved location not less than 20 feet from tents, stands/booths, or membrane structures. Generators shall not be running during refueling operations.
  - o Post NO SMOKING and DANGER-FLAMMABLE LIQUIDS signs by generator.
  - o Electrical wiring and equipment shall be installed and maintained in accordance with OFC 605 and NFPA 70.
- · Shall not be operated inside a structure or enclosed tent.
- · Shall not be placed near an exit or in an exit path.
- · Shall be a minimum of 20 feet from a tents, membrane structure, or combustible structures.

If you have any questions, please contact the Albany Fire Department at 541-917-7700.





# VENDOR LOAD-IN AND PARKING AREA FOR LINN COUNTY FAIR

