

2016

COMMERCIAL EXHIBITOR HANDBOOK



**The 2016 Oregon State Fair is
AUGUST 26 – SEPTEMBER 5, 2016**

**Returning Vendors: To retain your seniority, submit your application
no later than APRIL 15, 2016...no deadline for new vendors**

***SIGNIFICANT SPACE CHANGES THIS YEAR.
READ THIS BOOK CAREFULLY!***

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THINGS YOU NEED TO KNOW - 2016

THE IMPORTANCE OF THIS HANDBOOK

Did you know . . . that as an applicant, if you are assigned exhibit space(s), this entire Handbook becomes a legal part of your contract by reference? It is your responsibility to become familiar with the following rules, conditions, provisions and information. It is highly recommended that returning exhibitors read this Handbook very carefully as there are revisions and new information this year which will affect you.

LAST YEAR'S SPACE LAYOUT CHANGES WORKED GREAT! HERE COME SOME MORE.....

Last year in 2015, we moved the indoor commercial exhibits from Columbia Hall to the Jackman-Long Building. It turned out to be very successful and will remain the same this year. However, now the outdoor Central Canopy Area is transforming this year. Please read on:

- All commercial spaces that have been in the outdoor Central Canopy Area will be rotated 90 degrees, so all rows will now run east-to-west. If you have been a vendor in the Central Canopy Area, *it is certain that your space location will be changed.* We will make best attempts to provide appropriate relocations of longtime vendors. *Please review the Central Canopy Area map on page 19 in this Handbook.*
- The programmed area known as “Dogtown” is moving to the lot just to the north of and adjacent to the Central Canopy Area. This is worth noting because Dogtown (national championship diving dogs, performing dogs) draws huge crowds throughout the day, with a turn-over every one to two hours. This type of traffic flow is a bonus to all commercial exhibitors in the Central Canopy Area.
- A brand new carnival and midway will operate at the Oregon State Fair beginning this year. New spectacular rides will be set up in areas where they may not have been before. This new layout may affect some vendor spaces in the East Cascade Area.

10% COMMERCIAL EXHIBITOR FEE INCREASE

It's been eight years since we've had a price increase. Raising booth fees 10% will only partially offset the spiraling cost of producing the Oregon State Fair. We feel the increase is not too drastic. For example, vendors with a 10 x 10 booth in the Central Canopy Area will pay only \$10 per day more – that's not too bad! *See page 5 for new rates.*

REDUCED FEE OPTIONS FOR CERTAIN VENDORS

We will continue a special pricing category that will make it less expensive for certain vendors who have never exhibited at the Oregon State Fair. This is very limited and is subject to availability. *See page 4 for details.* The goal of these options is to serve as an incentive to some vendors who may be speculative about trying the 2016 Oregon State Fair out. ***These are not poor quality or low traffic spaces.***

!! INSURANCE !!

Every commercial exhibitor must provide proof of commercial general liability insurance. There have been significant wording and coverage updates. Please be sure your insurance provider is aware of the new wording and additional requirements. **Pay special attention to Additional Insured wording, and Cancellation Endorsement.** *It will be much better for all if the Insurance Certificate is correct the first time!* **See page 14 for complete information.**

SPONSORS

Due to the anticipated increase in paid sponsorships, certain product categories may be reserved for exclusivity and/or “Sponsorship Only” holds. This could potentially exclude some returning Exhibitors from selling products as Commercial Exhibitors. Some spaces on the maps contained in this Handbook may not be available.

DATES AND HOURS OF OPERATION

Friday, August 26, 2016, through Monday, September 5, 2016 (which is Labor Day). All booths are required to be open for business and staffed during the following hours (on some days, certain gates may open earlier for special promotions):

Sunday* through Thursday .. 10 am – 10 pm
Friday and Saturday 10 am – 11 pm
***Second Sunday (Sept 4th) ... 10 am – 11 pm**

BE SUSTAINABLE AND GREEN

An important goal of The 2016 Oregon State Fair is to raise awareness of the sustainable choices available to commercial exhibitors. It has become very important to demonstrate a minimal waste, environmentally responsible large event.

We ask you, as an exhibitor, to share this goal by cutting energy usage, reducing waste and becoming more environmentally friendly. The general public is developing a great admiration for green businesses. At a time when many retailers are reporting sales declines, some green merchants are bucking the trend. When publicized, it is found that greenness has contributed to more sales, and in many cases, will provide a marketing edge over the competition.

Green Exhibitors are those who have taken that extra step to show the public a commitment to reducing their environmental impact. Such steps are very simple, others more elaborate. Here are some ideas:

- **Lighting:** Switch from incandescent to LED lighting or compact florescent (CFC). These are not only brighter and cooler, but use only a fraction of the energy as standard light bulbs, and last much longer.
- **Packaging:** Find out if your product supplier packages your product in recyclable materials. Styro-Foam, while still very common for imported products, is **not** considered environmentally friendly.
- **Transportation (Both Product and Employees):** The more products you keep on-site will reduce shipping costs and impact. Purchase locally, when possible. Also, you and/or your employees can car pool or utilize public transportation.
- **Paper Products:** Have brochures and other published material printed on recycled paper, use two sided sheets, and portion control. Eliminate the cost and impact of brochures altogether by handing out your web-site address on a business card.

APPLICATION PROCESS

APPLICATION PROCESS

The Exhibit Space Application is available online as either a fillable PDF file, or a Word document. You may download the Application at www.oregonstatefair.org. If requested, it can be sent to you by US Postal Service accompanying this handbook. Please fill out the Exhibit Space Application in its entirety, *both pages*. The Application requires that you select your choice of area and booth size. Specific space numbers may be requested. When complete, please mail or email your Application to wpetersen@oregonstatefair.org. You may fax the Application to (503) 947-3206. If you fax your Application, a cover sheet is not necessary, but be sure BOTH SIDES are sent. Be sure to make a photocopy for your records. **DO NOT SEND PAYMENT WITH YOUR APPLICATION** – If you are assigned a space, you will be invoiced at a later date in the form of a Commercial Exhibit Agreement.

WHEN TO SEND APPLICATION

RETURNING EXHIBITORS

Applications are due **April 15, 2016**, if you wish to keep the seniority you've established. If your application is received after April 15, 2016, it will significantly affect which space will be available to you, since your application will be reviewed with new exhibitor applicants. Layout changes, programming changes or new traffic patterns could prevent same space assignments. The Oregon State Fair management will attempt to honor all preferences for space to the best of its ability, taking into consideration the following factors:

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

The Oregon State Fair management reserves the right to designate the space where exhibitors may present exhibits to the best benefit of the 2016 Oregon State Fair and its patrons.

NEW EXHIBITOR APPLICANTS

There is no due date for new Applications, but you should submit your Application as early as possible, since space tends to fill up fast. If you are assigned a space, a contract will be mailed to you (this is called a Commercial Exhibit Agreement) indicating your space number(s), payment dates and amounts due. Applicants are asked to limit calls and/or e-mails concerning status.

IF SPACE IS NOT AVAILABLE

If requesting space in an area that is sold out or your product is not compatible with other products we have already booked in the same area, your Application will be held and you will be contacted later *if space becomes available*.

As a new exhibitor, you should consider the following:

- Check to see if there are any spaces available with the **Newcomer Rates**. While these spaces are limited, this could provide you a 30% discount compared to spaces in the same area.
- Miscellaneous, stand-alone outdoor spaces that do not come with a structure are very limited and likely will not be available to new exhibitors.
- Indoor space usually fills up before new exhibitors are assigned space. If you desire indoor space, you should apply for the space there, but list an optional outdoor location so that you still have an opportunity to be an exhibitor at the Fair.
- Due to space limitations or duplicity concerns, not all applicants are assigned a space.

RATES AND FEES

JACKMAN-LONG BUILDING (See layout map on page 20)

10' x 10' Inline (pipe & drape included)	\$1,595 per booth
10' x 10' Corner (pipe & drape included)	\$2,050 per booth
10' x 30' (approximate) Perimeter Corner (pipe & drape included)	\$2,400 per booth

CENTRAL CANOPY AREA (See layout map on page 19)

10' x 10' Inline booth (canopy provided)	\$1,260 per booth
10' x 10' Inline booth Newcomer Rate* (canopy provided)	\$850 per booth
<i>*Qualified persons or companies who have never been a commercial exhibitor at the Fair. Outdoor inline spaces only. Oregon State Fair management reserves the right to determine qualification.</i>	
10' x 10' Regular corner booth (canopy provided)	\$1,350 per booth
10' x 10' Prime corner booth (canopy provided)	\$1,480 per booth
20' x 20' Inline bulk space (canopy NOT provided-see below)	\$2,600 per space
20' x 20' Corner bulk space (canopy NOT provided-see below)	\$2,960 per space

EAST CASCADE AREA (See layout map on page 21)

10' x 10' Inline booth (canopy provided)	\$1,260 per booth
10' x 10' Inline booth Newcomer Rate* (canopy provided)	\$850 per booth
<i>*Qualified persons or companies who have never been a commercial exhibitor at the Fair. Outdoor inline spaces only. Oregon State Fair management reserves the right to determine qualification.</i>	
10' x 10' Prime corner (canopy provided)	\$1,480 per booth
20' x 20' Inline bulk space (canopy NOT provided-see below)	\$2,420 per space
20' x 20' Corner bulk space (canopy NOT provided-see below)	\$2,600 per space
20' x 20' Prime bulk space (canopy NOT provided-see below)	\$2,960 per space

About Canopies: Spaces/booths that have canopy provided are vinyl canopies with sidewalls provided, except the front. Color of top is at the Fair's discretion. Bulk spaces do not include canopies. If one is desired, exhibitors must either rent one from the Fair's exclusive provider or provide their own. Please note that all canopies must meet the requirements in the Statewide Guidelines for Fairs, Trade Shows, Carnivals or Common Venue Events as set by the Oregon State Fire Marshal. Please see page 16 for details.

MISCELLANEOUS SPACES

Most miscellaneous spaces are stand-alone spaces with no structure or pipe and drape provided. Availability of all miscellaneous spaces may be dependent on specific programming or on specific days. Exact locations of miscellaneous spaces will be determined by Fair management or Program manager. Electricity is subject to availability.

Livestock, Equine or Ag related spaces in Barns area (canopy NOT provided).....	\$5.50 per square foot
General Outdoor space – Locations and sizes vary (canopy NOT provided)	\$6.50 per square foot
Prime space – Higher traffic locations (canopy NOT provided)	\$7.40 – \$9.55 per square foot

Note: Miscellaneous spaces are not generally available to Applicants who could otherwise work out of one of the standard spaces offered above.

THE EXHIBIT SPACE FEE INCLUDES

Space – Use of space for 11 days, unless otherwise indicated on the Commercial Exhibit Agreement.

Electricity – One (1) regular household outlet/receptacle (1,000 watts total) per each 10' x 10' Inside Space, 10' x 10' Outside Canopy Space, or each Bulk Outside Space. Electricity in Miscellaneous Spaces is subject to availability.

Admission Passes – Exhibitor will indicate on the Application how many daily passes they require using the following formula: Number of daily employees x 11. This requested amount is subject to approval and/or modification by the Oregon State Fair management. Applicants are advised to be very definitive about requests, as it will be the only opportunity to do so. Should a space be assigned, the approved number of passes will be listed on the Commercial Exhibit Agreement and will be final. Additional passes needed beyond the approved amount may be purchased from the Credentials Office during the Fair for \$6 each. **Note:** All Exhibitor passes are strictly for Exhibitor and booth staff only, and NOT to be given or sold to anyone outside of your organization. Violators will be subject to non-compliance penalties, or expulsion from the Fair.

Parking Permits – Each Exhibitor will receive complimentary Exhibitor parking permits based on the total booth rental fee. These permits, labeled "X-PARK," will allow parking in the Exhibitor Lot, which provides easier access and may be closer to your booth space than the public parking lots. X-PARK permits will be allocated as follows:

- No more than one (2) permits if total invoiced fee is \$0 – \$1,450;
- No more than three (3) permits if total invoiced fee is \$1,451 – \$3,999; or
- No more than four (5) permits if total invoiced fee is \$4,000 or more.

Season parking passes will be available for purchase at the Credentials Office. Additional Exhibitor parking options may be available for stock and freight trailers. Check with Parking Office upon arrival.

RATES FOR ADDITIONAL ELECTRICAL SERVICES

Each booth is provided with one (1) regular household outlet (1,000 watts total) per booth at no additional cost. The following rates apply to electrical requirements ordered in ADDITION to the outlet provided. Exhibitors will be limited to two (2) 50 amp outlets in any one (1) combined exhibit location.

1 Outlet up to 1,000 watts (120V)	\$65
1 Outlet up to 2,000 watts (120V, 20 amps)	\$110
1 Outlet – 220 volts up to 20 amps	\$85
1 Outlet – 220 volts, 20 to 30 amps	\$100
1 Outlet – 220 volts, up to 50 amps	\$120

LATE ELECTRICAL ORDER SERVICE CHARGES: If electrical orders are received after August 19, 2016, add \$50 to the above rates.

PAYMENT POLICY

Your contract is called a Commercial Exhibit Agreement. It is also your invoice. Fees, charges and payment schedule are indicated on this document. You must sign and mail, or e-mail it back with first payment. The Oregon State Fair management recommends that you make a copy for your records.

IF YOU RECEIVE YOUR AGREEMENT/INVOICE BEFORE JULY 1, 2016: Payment is due approximately one month from when space is assigned and the Commercial Exhibit Agreement is mailed. Exhibitors may pay the entire amount on the due date or make two separate, one-half payments (dates will be indicated on your Commercial Exhibit Agreement).

It is very important for exhibitors to strictly adhere to due dates when making two payments. If the second payment is missed, your booth space may be subject to cancellation and you may forfeit part or all of the first payment (see Cancellation Refund Policy for details). You will only receive the initial mailing from the Oregon State Fair management and no other notification of payment due.

IF YOU RECEIVE YOUR AGREEMENT/INVOICE AFTER JULY 1, 2016: Total fee will be due in a single payment, unless otherwise indicated. Be sure to pay by the due date as indicated on the Commercial Exhibit Agreement to avoid cancellation.

FORM OF PAYMENTS: Before August 12, 2016, the Oregon State Fair management accepts personal checks, Money Orders, Bank Checks or most credit cards. There will be a \$25 processing fee added to the total amount due for any checks returned for "Not Sufficient Funds." After August 12, 2016, personal checks will **not** be accepted unless approved by the Oregon State Fair Commercial Exhibits Manager. **For mailed payments, the remit address will be listed on your Commercial Exhibit Agreement / Invoice.**

EXHIBITORS WHO DO NOT PAY THE TOTAL AMOUNT BY THE DUE DATE INDICATED ARE SUBJECT TO IMMEDIATE CANCELLATION AT THE DISCRETION OF THE OREGON STATE FAIR MANAGEMENT.

CANCELLATION / REFUND POLICY

Exhibitors cancelling space *after August 5, 2016* once a deposit has been made are entitled to a 50% refund of any monies deposited. **No refunds will be issued for cancellations after August 5, 2016.** There will be no exceptions to this policy.

In the event the Exhibitor/Exhibitor fails to comply in any respect with the terms and Commercial Exhibit Agreement, all payments for exhibit space shall be deemed earned and nonrefundable by the Oregon State Fair management, and the Oregon State Fair management shall have the right to occupy the space in any manner in the best interest of the Oregon State Fair management without further notice to the Exhibitor/Exhibitor.

RULES OF CONDUCT

The 2016 Oregon State Fair provides service to both Exhibitors and Fairgoers. It is The Oregon State Fair management's policy to maintain clean facilities, neat grounds and be respectful of fairgoers. It is stipulated that Exhibitors provide the same level of service and respect to fairgoers as well as fellow Exhibitors. The Oregon State Fair management retains the right to remove any Exhibitor/Exhibitor and their exhibit from the Fairgrounds if the Exhibitor does not comply with the signed Commercial Exhibit Agreement and written rules.

1. Sound devices, including but not limited to PA systems, musical instruments and radios, are subject to approval of The Oregon State Fair management 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 Exhibitor's sound level is too loud, please report to the Exhibitor Information booth. Do not try to "drown out" noise by creating more. All exhibitors should understand that it's normal to hear other exhibitors from your space.
2. Exhibitors must have at least one (1) person in attendance at their exhibit at all times that the Fair is open to the public, and must care for and keep in good order the space occupied by them, taking every precaution against possible injury to visitors, guests and/or employees.
3. The 2016 Oregon State Fair has designated smoking areas and Exhibitors are expected to use them. By order of the State Fire Marshal and the Department of Human Services, smoking is prohibited in booths or inside buildings, or within ten (10) feet from any outside doorway or entryway.
4. Pets are not allowed inside exhibits 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. Please describe in the comments section of the

Application. Exceptions must be granted in writing by the Oregon State Fair management.

5. Food or beverages may not be given away without the Oregon State Fair management's written consent as such acts may conflict with concession rights held by others. Exhibitors expecting to dispense free samples and gift items must obtain permission to do so before the Fair opens. Sales of ready-to-consume food or beverages or vending machines from a commercial exhibit booth are prohibited.
6. Placement of advertising material on or in automobiles on the Fairgrounds property is strictly prohibited, unless previous arrangements are agreed upon in writing by the Oregon State Fair management.
7. Canvassing (polling, signature gathering, etc.) or sales except by contracted exhibitors is not allowed. **All operations of exhibitors must be confined to the inside boundaries of Exhibitor's assigned space and in no case may extend to any other part of the Fairgrounds, including any aisle ways.** Advertising of candidates for office may take place only in booth space rented for that purpose.
8. The Oregon State Fair management 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, the Oregon State Fair management Staff, Exhibitors or public fairgoers, and to refuse space when deemed unsuitable by the Oregon State Fair management.
9. The Oregon State Fair management reserves the right to stop or remove from the Fair or relocate any Exhibitor or designated representative and/or exhibit, performing any act or practice which, in the opinion of The Oregon State Fair management, is illegal; interferes with the performance of other Exhibitors; creates a health, safety, or fire hazard; or violates any rules stated herein.
10. **Counterfeit Merchandise is illegal and is strictly forbidden.** You are in violation if you knowingly intend to sell or distribute unlicensed merchandise that has a counterfeit logo, graphic or brand name that is identical to or substantially indistinguishable from a registered trademark. The Oregon State Fair management has procedures that will allow outside investigations and/or seizures concerning such merchandise. For further information on trademark counterfeiting, see Oregon Revised Statute (ORS) 647.135.
11. Exhibitor shall comply with those laws, rules, regulations and codes of the State of Oregon, Marion County, City of Salem and The Oregon State Fair that may include but are not limited to workers' compensation insurance, health and safety, fire safety and utilities.
12. The decision of the Oregon State Fair management Manager or designated representative, in their official capacities, must be accepted as final in any disagreement between Exhibitors.
13. All matters not covered in these conditions are subject to the decision of the Oregon State Fair and Expo Center CEO or designated representative, in their official capacity, which shall be final.
14. The Commercial Exhibit Agreement is not binding upon the Oregon State Fair management until it has been duly accepted and signed by its authorized Oregon State Fair Commercial Exhibits manager or designated representative, and payment is received per the terms of the License.
15. All Exhibitors are expected to conduct themselves in a professional manner and according to the rules governing exhibits. Exhibitors will refrain from mentioning their competitors or their products or services 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 Exhibitors may not be invited to return to subsequent Fairs.
16. The sale or misuse of Daily Exhibitor Admission Passes and Parking Permits by Exhibitors, their agents or employees, family members, or any other person may result in immediate expulsion with no refund; there may be monetary fines or criminal charges filed, and the Exhibitor may not be allowed to return to subsequent Fairs.
17. All Exhibitors will be required to keep their booths open all day and hours as indicated on the Commercial Exhibit

Agreement. Exhibitors in violation of this understand they are subject to penalties or expulsion. Covering the display or hauling stock out shall constitute early closure.

GENERAL RULES AND INFORMATION

DRAWINGS FOR FREE PRIZES

The following rules apply to all Exhibitors who wish to conduct a drawing for free prize(s). Please describe give away method and prize(s) in the comments section of the Application. These do not apply to licensed charitable raffles, which are controlled and regulated by the Oregon Department of Justice:

1. Exhibitors who wish to conduct free prize drawings must indicate so in the application description area when submitting their Commercial Exhibit Space Application.
2. Entry forms/draw slips may ask for patron's name, address, email and phone number ONLY. The name of the EXHIBITOR MUST BE ON THE ENTRY FORMS/DRAW SLIPS, as well as the drawing date and a list of prize(s).
3. Any information obtained from entry forms/draw slips is for the exclusive use of the Exhibitor holding the drawing and may not be sold or distributed to another party.
4. All drawings for free prizes must be conducted on or before September 5, 2016, the last day of the Fair. Names, addresses and phone numbers of winner(s) must be submitted to the Oregon State Fair management Commercial Exhibits Manager no later than September 23, 2016.
5. No further drawing or purchase may be required for a person to be eligible for the prize drawing and/or obtain the prizes to be awarded.
6. 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; and (4) If entrants are subject to sales appointments, calls or contacts, this must be indicated.

SUBLEASING

Exhibitors are prohibited from subleasing, assigning or apportioning to another party the whole or any part of the contracted space allotted to them by the Oregon State Fair management. The allotted space is for the sole and exclusive use of the Exhibitor named on the Commercial Exhibit Agreement, or its employees, group member, agent or contractor.

CONSUMER FRAUD SAFEGUARD

Applicants who are found to be doing business against 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 a Commercial Exhibit Agreement as an Exhibitor at the 2016 Oregon State Fair. All Applicants are subject to verification of this by the Oregon State Department of Justice, at the Fair's discretion.

EXHIBITOR MOVE-IN / SET-UP DATES AND TIMES

Move-in for all areas will be **8 am – 8 pm** (or later) on Monday, Tuesday, Wednesday and Thursday, August 22, 23, 24 and 25, 2016. All booths must be installed and ready for business no later than 10 am on Friday, August 26, 2016. Vehicles will be permitted on grounds during set-up of booths for unloading only. The Oregon State Fair management reserves the right to demand grounds removal of all vehicles from any area.

EXHIBITOR MOVE-OUT / TEAR DOWN DATES AND TIMES

Exhibits may be removed after 10 pm on Monday, September 5, 2016. All exhibits must be removed from the Fairgrounds by 5 pm on Tuesday, September 6, 2016. Security personnel will be on duty until this time. During dismantling, Exhibitors will be expected to remove all trash and debris from their exhibit area and place it in the appropriate trash or recycle containers provided by the Fair. Any articles or materials not removed from grounds by 5 pm on Friday, September 9, 2016, will become the sole property of the Oregon State Fair and Expo Center. The Oregon State Fair management reserves the right to dispose of such property in any manner it may deem in the best interest of the Fair.

The Exhibitor Information Booth will be available during most daytime move-in hours to verify space assignments prior to booth set-up. Should Exhibitor set-up in the wrong space, Exhibitor agrees to move to its proper location at Exhibitor's own expense and without protest. Further, Exhibitor agrees to pay any licensed decorator for the transfer of any installed decorations, unless the decorator failed to follow instructions.

Please be patient during move-in and move-out. Due to extreme congestion on the grounds during the four move-in and move-out days, we ask that you allow yourself much more time than you may have anticipated. Also, **BE SAFE!** Be very cautious of pedestrians, trucks, forklifts, etc. Vehicles left on grounds which restrict traffic flow, fire lanes or another exhibit space may be towed at owner's expense.

BOOTH FURNISHINGS

All booths and furnishings are subject to the inspection of the City of Salem Fire Marshal who may demand removal of unsafe materials. Please refer to the Fire Marshal Regulations provided by the City of Salem Fire Marshal's Office. Questions concerning the flame resistance of materials to be used in booths should be referred to the City of Salem Fire Marshal's Office (phone (503) 589-2135. Rugs or mats are suggested as floor coverings for the exhibit booths.

Exhibitors shall not deface the 2016 Oregon State Fair facilities or property in any way. Use of staples, paint, tape, pins, etc., on floors and/or walls is prohibited unless specifically approved by the Oregon State Fair management. Holes placed in asphalt by Exhibitors for canopy poles must be filled at the conclusion of Fair.

Extension cords may be used only within the guidelines established by the City of Salem Fire Marshal's office.

The height of either side of indoor exhibits may be 4' high at the front of the booth (the first 5' from aisle) and 8' high at the back of the booth (the back 5' from back curtain). See page **17** for an illustration of this.

All booth furnishings, including signs and display racks, must remain inside the boundaries of designated booth space at all times, with the exception of booth-front signs which may not exceed a height of 36" above the roof at the front of outdoor exhibit spaces. Bulk spaces must stay within boundary lines painted on ground.

EXHIBITORS WITH DUPLICATE PRODUCTS

Commercial exhibitors at The 2016 Oregon State Fair do not have assurance of exclusivity with their products or services. However, Fair Management reserves the right to limit the number of duplicate products or services on a case-by-case basis. Whenever possible, duplicate products will be placed as far away from one another as possible. The Oregon State Fair management is not accountable for regional or territorial rights provided by certain companies for vending their products. It is each Applicant's responsibility to know if they are restricted from being an Exhibitor here due to such regulations by their supplier.

RELOCATION OF BOOTH SPACE

Exhibitors will not be allowed to relocate their booth space once they are moved in. Exhibitors may observe what appears to be an available or empty space after the Fair has begun; there are any number of reasons that some spaces may appear available, but assume that they are not. It is important that Exhibitors are satisfied with the initial space that they have purchased, because that is the space they will occupy for the entire Fair.

SPONSORS

Due to the anticipated increase in paid sponsorships, certain product categories may be reserved for exclusivity and/or "Sponsorship Only" holds. This could potentially exclude some returning Exhibitors from selling products as Commercial Exhibit. Also, some premium spaces held for sponsors may be sold at a higher rate to vendors. In cases of protest or disagreements from the Exhibitor, the decision of the Oregon State Fair management and Commercial Exhibits Manager shall be final.

SIGNS

Booths located in Columbia Hall will be provided with signs that show the name which the booth is licensed under. Exhibitors are required to have these signs visible within their booths. This will help the Fair guests identify and locate a booth easier.

All signs, banners or posters supplied by Exhibitors must be professionally made, neat in appearance and placement must meet The Oregon State Fair management's guidelines (see BOOTH FURNISHINGS above). The use of hand lettered or a felt-marker sign is discouraged.

All signs advertising any product by brand name placed on the outside of Exhibitor's designated area may be in violation or may require an extra fee, as this may be in conflict with paid sponsors. Helium blimps, high flying tethered, or "air dancer" balloons will not be allowed unless pre-approved in writing by The Oregon State Fair management.

EXHIBITOR CLEAN-UP

At the end of each day during Fair time, each Exhibitor is responsible for the clean-up of his/her exhibit area. Trash may be placed in the aisle or concourse and the night clean-up crew will remove it. Fair clean-up personnel will not enter exhibit areas. Any Exhibitor using food for demonstration such as slicers, cookware, blenders, etc., must provide a waterproofed, covered container to hold refuse, thus preventing leakage onto the floor or into other Exhibitors' booths. Each Exhibitor will be responsible for emptying their own container daily or more frequently as required. Any Exhibitor who has an exhibit that allows food, water or waste to leak onto the floor or into another Exhibitor's booth will be subject to a \$45 cleaning fee for each occurrence; after the second occurrence, Exhibitor will be subject to noncompliance proceedings. You may be liable for injuries caused to persons slipping in such leakage.

CARDBOARD AND VEGETABLE RECYCLING

Containers designated solely for the placement of cardboard and others for vegetable scraps will be located in strategic areas convenient to the exhibit booths. Exhibitors are expected to flatten and place cardboard in these specific containers. **DO NOT PUT VEGETABLE SCRAPS IN TOILETS OR DRAINS.**

VEHICLE ACCESS TO FAIRGROUNDS

Exhibitors will have vehicle access to the grounds prior to opening each day of the Fair for unloading only. During Fair time, all vehicles required to serve exhibit booths may enter the Fairgrounds between 8 am and 9 am. Vehicles found on the Fairgrounds after 9 am, may be towed to The 2016 Oregon State Fair's impounding area at owner's expense. No Exhibitor vehicles, including motorized scooters, golf carts, ATVs or bicycles are permitted inside the Fairgrounds after 9 am, and all supplies and materials for booths or stands must be in before that hour or hand-carried. No vehicles will be

allowed to enter after 9 am to remove any items sold for delivery. Exhibitors will bring vehicles onto the grounds only through Red Gate between Columbia Hall and the Jackman-Long Building.

ACCESS TO BUILDINGS (OPEN AND CLOSE)

Exhibitors will be allowed access to the Jackman-Long building no earlier than 9 am each Fair day. Access to the Jackman-Long building will be through the entrance on the north side. At the end of the day, lights will be turned out and building will be locked at 15 minutes past closing hour each evening of the Fair. Exhibitors should be prepared to close booths and leave exhibit area at that time. Outside exhibitors in canopies, bulk, miscellaneous and manufactured home spaces will also observe the above time schedule. Access to grounds will be through Red Gate between Columbia Hall and the Jackman-Long Building. Exhibitors will not be permitted to remain in booths overnight.

BALLOONS

Exhibitors are prohibited from selling or giving away helium balloons. Exhibitors may only sell or distribute NON-HELIUM or non-inflated balloons from their exhibit space.

CANOPIES AND BOOTH FURNISHINGS RENTAL

The company that will provide canopy and tent service for The 2016 Oregon State Fair will be All Star Tent. They can be reached at 503-585-9408, or info@allstartents.com. The company that will provide other exhibitor services such as tables, chairs, carpeting, forklift service, etc., has not been selected as of the date this Handbook was created. These contractors have exclusive rights to provide such services as needed by the Exhibitor. This exclusivity is waived if Exhibitor is using tents, canopies, or equipment owned, brought in and installed by Exhibitor. Outside companies may not come onto the Fairgrounds for the purpose of providing or installing such equipment. The designated tent and decorating contractor will mail Exhibitors order forms for pre-ordering such equipment. Remember, most outdoor 10' x 10' structures are already provided to the Exhibitor as part of the fee.

DELIVERIES TO FAIRGROUNDS

The Fair will not accept freight deliveries before the Fair, as storage facilities are not available. Freight deliveries expected during the Fair must be received by the Exhibitor with storage and unloading pre-arranged. The official exhibitor service company (see above) has forklift service available for this. As a courtesy, the Oregon State Fair management will receive UPS or FedEx shipments (except COD's) but will not be responsible for loss, theft or damage after they are signed for. While every effort will be made to notify Exhibitors about packages (including COD's) in a timely manner, the Oregon State Fair management assumes no responsibility for loss of business due to late delivery. COD recipients are solely responsible for payments on such packages. UPS or FedEx shipments, mail or packages delivered by U.S. Mail during Fair time must have the Exhibitor's name and space number clearly marked on the outside of package.

PARKING FOR EXHIBITORS

Parking for Exhibitors who hold an Exhibitor season parking permit ("X" Park) will be located in the Exhibitor Lot on a first come, first served basis. Should the lot become full, "X" Park permits will allow access to the paid general parking lots. The "X" Park permit may be used on one (1) motorized vehicle such as a car, pick-up, van, etc. It may not be used on a non-motorized item such as a cargo trailer. For a fee, limited space is available for cargo trailers, trucks, etc., that are being used to store stock for booths. Check in with the Parking Office for availability. Exhibitors will receive complete instructions concerning Exhibitor parking in the check-in packets prior to move-in.

CAMPING

On-site camping is available with two (2) different options. Reservations may be needed for self-contained RV or tent camping near the exhibitor entrance gate, with no utilities. Or, a very limited number of full hook-up or electric only spaces on the back east-side of the Fairgrounds are available by reservation only by calling the Oregon State Fair in early July. Daily fees apply to all camping spaces. Exhibitors will not be permitted to sleep in booths overnight.

SPA EXHIBITS

Most spa dealers will be asked to provide a detailed layout of the configuration and placement of spas within their booth space by August 19th. This will help the Fair electricians determine how to deliver electrical service to the booth space. Fair electricians will deliver the electrical service to the location, but are NOT responsible for hooking up each individual spa. If any hoses are found in aisle ways or walk ways during public hours, they will be immediately removed by Fair personnel. Relocation of spas placed over hose bib vaults or basins or other utilities will be the responsibility of the exhibitor. Use of sanitizing chemicals such as HTH, bleach, bromine, etc., is discouraged. However, if such chemical must be used, the treated water may NOT be discharged into the ground or storm drain system without first neutralizing it. Violators are subject to fines by local DEQ officials, who will be on site testing discharges.

ELECTRICAL

Each inside, outdoor canopied and bulk space will be provided with one (1) regular household outlet (1,000 watts total) at no additional charge. Any additional outlets as required by Exhibitor for extra lights, appliances or high-draw exhibits must be purchased at established rates. Exhibitors may order additional electrical power on the Exhibit Space Application or by contacting the 2016 Oregon State Fair in writing not later than August 12th. Orders received after this date will be assessed a penalty fee from \$50 to \$150 depending on date received. Some orders may not be accommodated due to lack of time, materials, or available electrical capacities. Should it be determined that an Exhibitor is using more power than entitled to, causing power overloads in exhibit areas, said Exhibitor will be required to purchase additional electrical facilities as needed for proper operation of equipment (and pay appropriate penalty fee), or reduce amount of power being used. Exhibitor will be limited to two (2) 50-amp outlets in any one (1) combined exhibit location depending on power availability. **SOME BOOTH SPACES HAVE AN ELECTRICAL PANEL LOCATED WITHIN THE PERIMETERS OF THE SPACE. UNDER NO CIRCUMSTANCES IS EXHIBITOR TO ENTER ANY ELECTRICAL PANEL. THE 2016 OREGON STATE FAIR ELECTRICIANS MUST HAVE ACCESS TO THESE PANELS AT ANY GIVEN TIME. DO NOT BLOCK.**

ADMISSION PASSES

Exhibitors will receive an issued set amount of daily admission passes for the purpose of staffing booth(s) as indicated on the Commercial Exhibit Agreement. The amount of passes received will be strictly based on the number of employees required to staff booth(s). This amount will be requested by Exhibitor on Exhibit Space Application. The Oregon State Fair management reserves the right to limit or modify the amount requested.

It is a violation to distribute any Exhibitor passes to anyone except the staff needed to operate a booth. Under no circumstances may passes be electronically reproduced. Misuse of any Exhibitor passes will result in non-compliance proceedings and possible monetary fines or permanent expulsion from the Fair.

Additional Exhibitor discounted daily admission passes may be purchased from the Credentials Office for \$6 each (no refunds are available for unused passes). Exhibitor may purchase general season admission passes at the established rates. Additional discounted Exhibitor parking permits may be purchased. Passes must be picked up at the Credentials Office located on the west side of the Jackman-Long Building during move-in days, August 22, 23, 24 and 25, or any day during the Fair from 9 am to 5 pm. **PASSES WILL NOT BE MAILED.**

The 2016 Oregon State Fair is a member of Western Fairs Association and will honor other members' WFA passes.

INTERNET AND TELEPHONE SERVICE

Non-encrypted Wi-Fi internet service may be available in your booth location. However, this is a courtesy and its speed, consistency or service is not guaranteed. Wi-Fi should have a strong signal in the Jackman-Long building and the Central Canopy area, but will be intermittent in other locations. Exhibitors are responsible for ordering and paying for land line telephone service. To order, call Century Link at 877-744-4416. Please be sure to tell them that this is for temporary service and provide them your correct address for billing.

INSURANCE

Contractor/Renter shall obtain, at Contractor/Renter's expense, the insurance specified below before performing any work under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. The Contractor/Renter shall pay all deductibles, self-insurance retention and self-insurance if any. All insurance must be issued by an insurance company licensed to do business in Oregon.

1. **Required of Contractors/Renters with one or more workers, as defined by ORS 656.027.**

WORKERS' COMPENSATION. All employers, including Contractor/Renter, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor/Renter acknowledges that it is totally responsible for complying with Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires that insurance be provided for all subject workers. Contractor/Renter also agrees to indemnify, defend, and hold harmless the State of Oregon; and the State Fair Council and Oregon State Fair and Exposition Center and its officers, employees and agents from any and all claims arising out of or based upon the workers' compensation laws of the State of Oregon. Contractor/Renter shall require and ensure that each of its subcontractors complies with these requirements.

2. **Required of all Contractors/Renters.**

COMMERCIAL GENERAL LIABILITY. Contractor/Renter shall obtain, at Contractor/Renter's expense, and keep in effect during the term of this Contract, commercial general liability insurance covering activities/operations/indemnity provided under this Contract. Coverage requirements are a minimum of \$1,000,000 per occurrence of personal injury, bodily injury, death, property damage, products and completed operations and contractual liability coverage. Coverage shall be written on an occurrence basis with an annual aggregate limit that shall not be less than \$2,000,000.

The State of Oregon; and the Oregon State Fair Council, Oregon State Fair & Exposition Center, and its officers, employees and agents must be named as an additional insured on Contractor/Renter's insurance certificate, with respect to operations/activities performed under this contract. The certificate shall show coverage for dates which cover the period of the Contractor/Renter's operations/activities under this contract. The name of the "Insured" Contractor/Renter on the certificate of insurance provided must be the same as the Contractor/Renter listed on the Contract. Insurance declarations pages and automatic renewal policy statements will not be accepted as valid forms of insurance coverage. See Example attached.

TAIL COVERAGE (REQUIRED ONLY IF INSURANCE IS WRITTEN ON A "CLAIMS MADE" BASIS). If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor/Renter shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor/Renter's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract.

3. **Required**

AUTOMOBILE LIABILITY. Contractor/Renter shall obtain, at Contractor/Renter's expense, and keep in effect during the term of this Contract, commercial business automobile liability insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

In lieu of commercial business automobile liability, the required coverage may be in the form of a personal use auto policy endorsed for business use. Combined single limit per occurrence shall not be less than \$1,000,000.

4. **Required of all Contractors/Renters.**

CANCELLATION ENDORSEMENT. Notice of cancellation of any of the required insurance coverages, except for Auto Liability, is required. All policies required here shall be endorsed and include the State of Oregon, Oregon State Fair Council and Oregon State Fair & Exposition Center on the policy as a cancellation notice recipient. **THIS MUST BE SPECIFICALLY NOTED ON THE CERTIFICATE OR ENDORSEMENT!**

5. **Required of all Contractors/Renters.**

CERTIFICATES(S) AND PROOF OF INSURANCE. Contractor/Renter shall provide to the Oregon State Fair & Exposition Center Certificate(s) of Insurance and any policy endorsements for all required insurance before delivering any Goods and performing any Services required under this Contract.

under this agreement. **BE SURE TO HAVE YOUR INSURANCE CARRIER UPDATE THIS INFO, AS IT HAS CHANGED**

INDEMNIFICATION

By signing the Commercial Exhibit Agreement:

- Exhibitor agrees to hold harmless and release from liability The Oregon State Fair & Exposition Center from all claims for loss or damage of any nature caused by me or my exhibit;
- Exhibitor agrees to expressly assume all risks of harm to me or my exhibit, including harm resulting from the negligence of other exhibitors or Fair visitors; and
- Exhibitor agrees to indemnify (to pay any losses, damages, or costs, including legal costs incurred by) the Oregon State Fair management, and to hold them harmless with respect to claims for harm to me or my exhibit and for claims made by others for any harm caused by me or my exhibit while at the 2016 Oregon State Fair.
- Force Majeure: Neither the Oregon State Fair management nor Exhibitor shall be held for delay or default caused by fire, riot, strikes, acts of God, disease, acts of terror or war where such cause was beyond the reasonable efforts to remove and/or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the License.

SECURITY

Fair contracted security personnel will be on duty from 8 am on Monday, August 22, 2016, through 5 pm on Tuesday, September 6, 2016. Said security will exercise all reasonable diligence in protecting property of Exhibitors, but will not be responsible for articles lost by fire, theft or mysterious disappearance. Please report any thefts to the Exhibitor Information Booth or Security Office as soon as possible.

RAIN POLICY

The Oregon State Fair management cannot prevent rain. In the event of rain, we will make reasonable effort to prevent the water from pooling. All Exhibitors should be aware that, in Oregon, there is a very strong chance of having rain at some point during the Fair. When you sign your Commercial Exhibit Agreement, you are accepting that possibility. There will be no refunds and all booths will be expected to remain open should it rain. We ask for your cooperation and you can expect the same from the Fair.

Here are some suggestions for dealing with rain in the outdoor exhibit areas:

1. Build booth up on raised floor so that booth will be above water puddles. Simple floors can be made from

2' x 4's and plywood or even out of pallets. When designing your floor, keep in mind safety precautions to prevent tripping hazards. Plan to put your floor in when you first move in to your space; it will be too late if you wait until it starts raining.

2. Have a broom or wet-vac available to remove water from your booth.

WEAPONS / TOY WEAPONS

For public safety reasons, to avoid disruptive events and to further the peaceful enjoyment of the 2016 Oregon State Fair, certain items are PROHIBITED FROM SALE OR OPEN DISPLAY at the 2016 Oregon State Fair. These items include firearms, weapons, and destructive devices as these items are defined by OAR 576-065-0000. Also not permitted are sales of certain 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 Oregon State Fair management and the Commercial Exhibits Manager. If approved, such items may be required to be sold with special packaging or other safety features as required by the Oregon State Fair management and Commercial Exhibits Manager. Other items not specifically described above, but which may present threats to public safety or the peaceful enjoyment of the 2016 Oregon State Fair, may be prohibited on an individual case basis. Periodically, additional items may be prohibited by notice of the Oregon State Fair management and Commercial Exhibits Manager or by Administrative Rule. The determination of prohibited items is at the absolute discretion of the Oregon State Fair management and Commercial Exhibits Manager. The Oregon State Fair security and public safety staff will actively assist in the enforcement of this policy.

NONCOMPLIANCE PROCEDURES

In the event that an Exhibitor refuses to comply with fees, conditions, rules or other information outlined in this Exhibitor Handbook or the Commercial Exhibit Agreement, the Oregon State Fair management will take the following action:

1. Upon first observation of Exhibitor's noncompliance, the Oregon State Fair management Staff will discuss matter with the Exhibitor to inform Exhibitor of infraction and request compliance.
2. If Exhibitor's noncompliance reoccurs, the Oregon State Fair staff will issue to Exhibitor written Notice of Violation, stipulating that the Exhibitor comply within a specified period of time.
3. If Exhibitor fails to comply with the first written notice specified time period, the Oregon State Fair management will issue a second written Notice of Violation, stipulating that Exhibitor attend a meeting with the Oregon State Fair management on a specified date and time. Failure of Exhibitor to attend meeting or to comply with agreements reached during such meeting will result in exhibit space being revoked, and Exhibitor will be required to remove booth furnishings immediately, or the Oregon State Fair management will remove and store furnishings at a fee of \$100 per day or a portion thereof.
4. Due to the 2016 Oregon State Fair occurring during a specified time frame, time is of the essence with regard to the proceedings. Therefore, "specified period of time" as referred to in the above, may be measured in hours or days.
5. In cases of protest or disagreements from the Exhibitor, the decision of the Oregon State Fair management Manager and Commercial Exhibits Manager shall be final.

THE 2016 OREGON STATE FAIR - FIRE AND SAFETY REGULATIONS

In order to reduce printing costs and reduce paper usage, the Statewide Guidelines for Fairs, Trade Shows, Carnivals or Common Venue Events is not included in this Commercial Exhibitor Handbook.

This information remains part of your Commercial Exhibit Agreement as a Commercial Exhibitor at The 2016 Oregon State Fair. By signing your License, you are agreeing that you have read and understand all of the information in the above mentioned documentation, and will comply with all regulations contained therein.

There are three (3) ways to obtain this important information:

Download the PDF file directly from the Oregon State Fire Marshal from the following site:

<https://orgsync.com/49338/files/723305/download>

Email the Oregon State Fair to request a PDF file be electronically sent to you:

wpetersen@oregonstatefair.org

Call or email The 2016 Oregon State Fair to request a hard copy be mailed directly to you (this document will **not** be faxed to you):

Phone: (971)-701-6565

Email: wpetersen@oregonstatefair.org

The City of Salem Fire Marshal, the Oregon State Fire Marshal and/or any authorized representative of The 2016 Oregon State Fair may close down any exhibit, exhibitor, concession or display for noncompliance with the fire safety policy.

A.D.A. POLICY

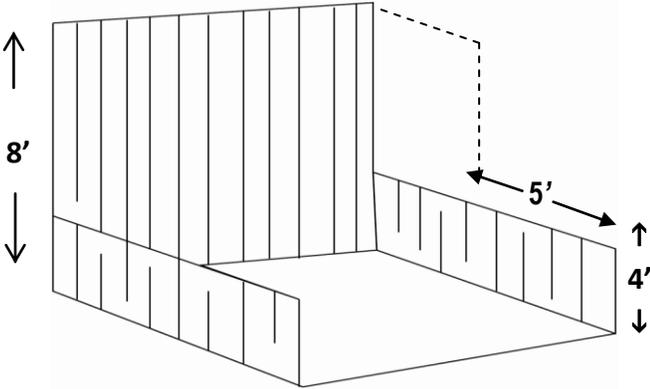
The 2016 Oregon State Fair supports compliance with the Americans with Disabilities Act. Please provide 72 hours' notice if assistance is required. Contact The Oregon State Fair Office at (971)-701-6567.

FRAUD, WASTE AND ABUSE POLICY

The 2016 Oregon State Fair is committed to preventing, detecting, deterring and investigating suspected acts of fraud, waste or abuse by employees, vendors, contractors and other business partners. If you happen to witness any instance of Fraud, Waste and Abuse, or to report suspected acts of Fraud, Waste or Abuse, please contact the Main Office of the 2016 Oregon State Fair at 971-701-6567.

BOOTH SPECIFICATIONS

Standard Indoor Booth



4' is maximum height of display allowed in the front 5' of the booth.

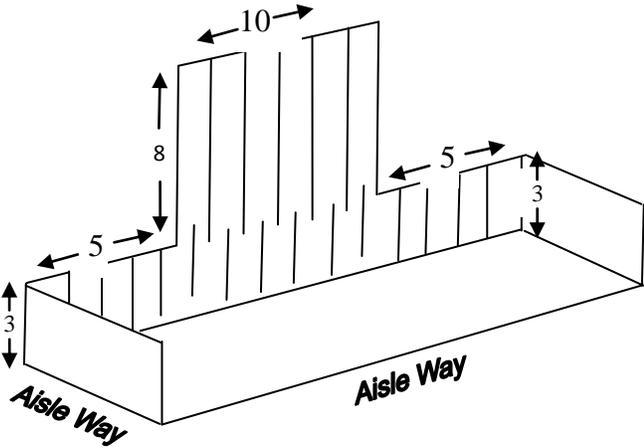
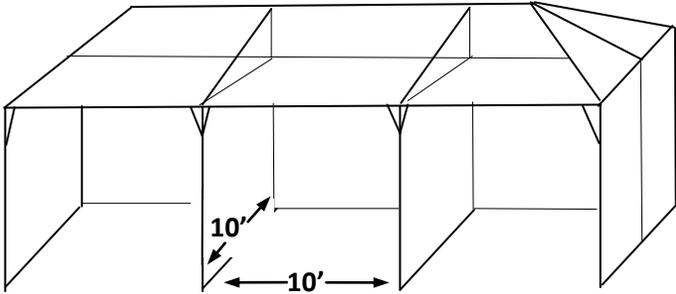
Each booth includes:

- * 8' drape backwall
- * 3' drape side dividers
- * One outlet, up to 1,000 watts
- * Admission and parking passes

Standard 10' x 10' Outdoor Booth

Each booth includes:

- * 3 sidewalls (except corner booths)
- * One outlet, up to 1,000 watts
- * Admission and parking passes



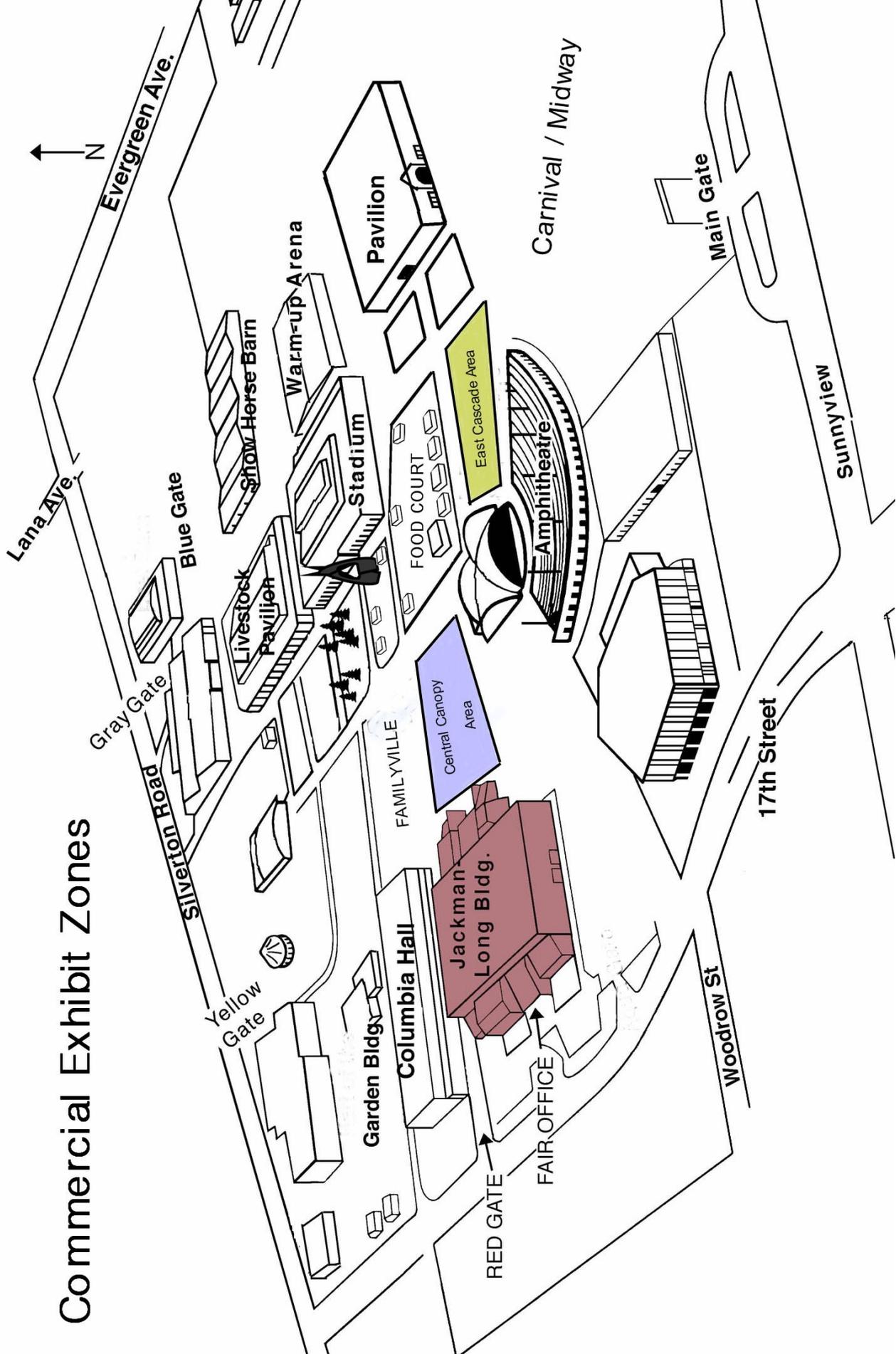
End Cap "Back-Wall" Limitations

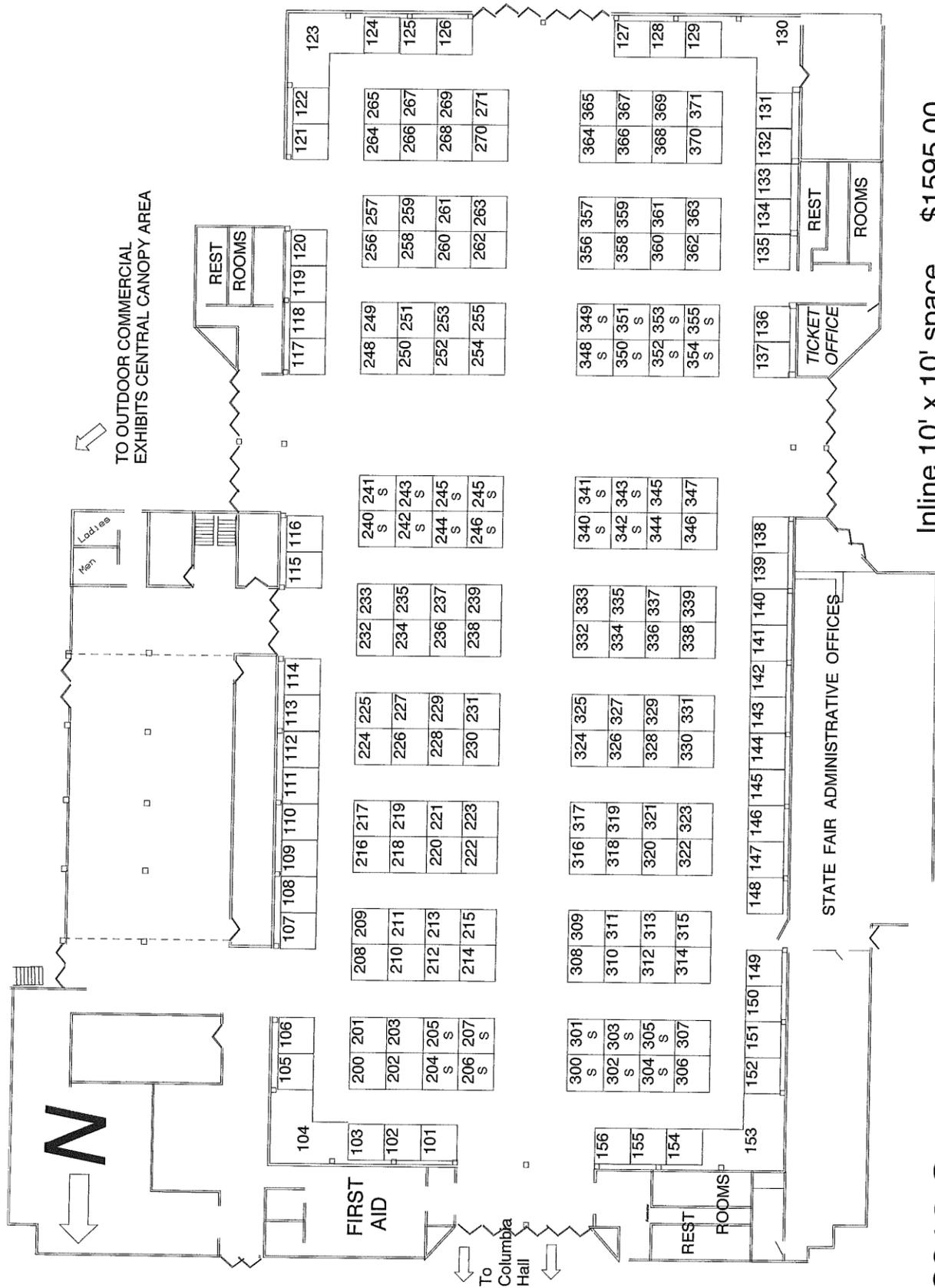
To ensure that neighboring vendors on either side of end cap displays are not limited from visibility, please set your back-wall to the following guidelines:



These limitations apply to both 10' x 20' and 10' x 10' end cap and corner booth spaces.

Commercial Exhibit Zones





Inline 10' x 10' space.....\$1595.00
 Corner 10' x 10' space.....\$2050.00
 Cove Space (Perimeter corners)....\$2500.00

S = HELD FOR SPONSORS

2016 Oregon State Fair Jackman-Long Building

970



850	\$2960
851	852

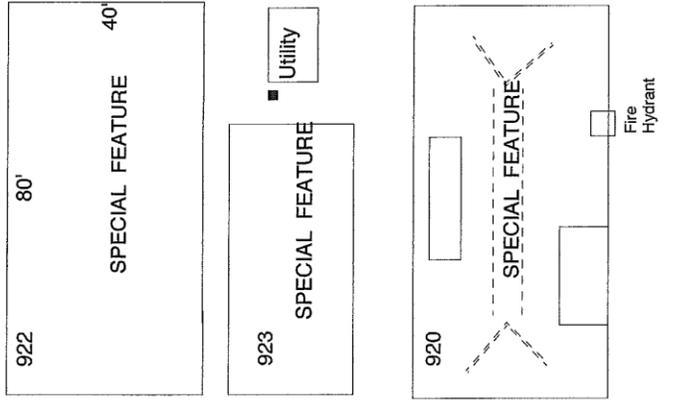
700	701
702	703
704	705
706	707
708	709
710	711
712	713
714	715

Canopies are provided for these 10' x 10' spaces

MAIN FOOD COURT

853	860	867	874
\$2960	\$2960	\$2960	\$2960
854	861	868	875
\$2420	\$2420	\$2420	\$2420
855	862	869	876
\$2420	\$2420	\$2420	\$2420
856	863	870	877
\$2600	\$2600	\$2600	\$2600

857	864	871	878
\$2600	\$2600	\$2600	\$2600
858	865	872	879
\$2420	\$2420	\$2420	\$2420
859	866	873	880
\$2420	\$2420	\$2420	\$2420
957	893	894	899
\$1920	\$1920	\$1920	\$1920



KEEP CLEAR 12'

Entrance & Exit for Amphitheater Performances

AMPHITHEATER

Traffic flow to/ from carnival

2016 Oregon State Fair East Cascade Area

THIS LAYOUT SUBJECT TO CHANGE

■ = Electrical panel or pole

N ↑

VENDOR ENTRANCE IS AT RED GATE ON 17TH STREET

GPS TO: 2330 17TH ST NE SALEM OREGON 97301

