

COMMERCIAL EXHIBITOR HANDBOOK

*“Happy 100th Birthday
Polk County Fair”*

*Polk County Fair
Rickreall, Oregon
August 6 - 8, 2020*

PO Box 29, Rickreall, Oregon 97338
Web Page: www.co.polk.or.us/fair
Phone: 503-623-3048
FAX: 503-623-6157
friedow.linda@co.polk.or.us

2020 COMMERCIAL EXHIBITOR HANDBOOK

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Important Information for 2020 THE IMPORTANCE OF THIS HANDBOOK

Did you know... That as an applicant, when you are accepted as a Vendor, this entire Handbook becomes a legal part of your agreement 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.

Polk County Fair

“Happy 100th Birthday Polk County Fair”

August 6 - 8, 2020

Fair Dates and Hours

All booths are required to be open for business and staffed during open hours. The Polk County Fair Board has listed the fair dates and hours as outlined below:

Thursday, August 6 th	10:00 a.m. – 10:00 p.m.
Friday, August 7 th	10:00 a.m. – 10:00 p.m.
Saturday, August 8 th	10:00 a.m. – 10:00 p.m.

Booth Prices

The Polk County Fair Board has set pricing for booth space at the 2020 Polk County Fair as follows:

INSIDE AREA

Inside building space – pipe and drape & limited electrical.

8’ X 10’ booth	\$200.00 per booth
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OUTSIDE AREA

Outside booths have limited electrical.

Outside booth space (You provide tent) 10 x 10	\$150.00
Building B (Attached wood stalls (outdoors) 10 x 10)	\$175.00

ADDITIONAL ELECTRIC

110 outlet	\$25.00 based on availability
220 outlet	\$100.00 based on availability

SOME BOOTH SPACES HAVE AN ELECTRICAL PANEL LOCATED WITHIN THE PERIMETERS OF THEIR SPACE; UNDER NO CIRCUMSTANCES IS THE EXHIBITOR TO COVER THE PANEL. POLK COUNTY FAIR MUST HAVE ACCESS TO THESE PANELS AT ANY GIVEN TIME, DO NOT BLOCK THEM.

Payment and Refund Policy

Your Use Agreement is also your invoice. All fees and due dates are indicated on this document. You must sign and mail it back to PCF with the payment.

2. After June 30th - The total fee will be due in one single payment unless otherwise indicated. Be sure to pay by the due date indicated on the Use Agreement to avoid cancellation.
3. Form of Payment – Until June 30th PCF accepts personal checks, Money Orders, Bank Checks, Cash, or Credit Cards (Visa and Master Card). There will be a \$35.00 processing fee added to the total amount due for any checks returned for “Non-Sufficient Funds”. **After July 1st, no personal check will be accepted.**
4. No booth fees will be returned after July 1, 2020 for booth cancellations.
5. 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 Exhibitor for any unpaid rentals or for any and all damages sustained by the breach of this Use Agreement or otherwise caused by the Exhibitor, and shall have the right to distain 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.
6. In the event the Exhibitor fails to comply in any respect with the terms of the Use Agreement, all payments for exhibit 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 interests of the Fair without further notice to the Exhibitor

General Rules

1. Sound devices, including but not limited to speakers, organs, pianos, radios, videos and TV’s are subject to approval of Polk County 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 it to the Commercial Exhibits Coordinator in the Fair office. Do not try to “drown out” noise by creating more.
2. The PCF is a limited public forum of limited detracton and existed in part to provide a means of a great number of exhibitors to temporarily present their products or views, be they commercial, religious or political to a large number of people in an orderly, safe, secure and efficient fashion. The primary audience of the PCF consist of family and youth.
3. **Pop up tents are prohibited in the Main Building.**
4. 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.
5. **Candles may not be lit in buildings.**
6. **Pets are not allowed on the Fairgrounds, or inside exhibit spaces.** Exceptions may be made for animals that are an integral part of an exhibit space for the purpose of selling an animal-related product. The Fair Management must grant such exceptions in writing.

7. **There is no smoking on the inside of the fenced area of the fairground.** Designated smoking area is on the outside of the fence in the parking lot. This includes E-cigarettes.
8. Food or beverage may not be given away without Management's written consent as such acts may conflict with concessions rights held by others. Exhibitors 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 COMERICAL EXHIBIT BOOTH ARE STRICTLY PROHIBITED.**
9. Placing of advertising material on or in automobiles on Fairgrounds property is specifically prohibited and no permission for such distribution will be granted under any circumstances.
10. 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.
11. Polk 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.
12. Polk County Fair reserves the right to stop or remove from the Fair or relocate any Exhibitor or his representative and/or exhibit, performing any act or practice which, in the opinion of the Polk County Fair, is illegal; interferes with the performance of other exhibitors; creates a health, safety or fire hazard; or violates any rules stated herein.
13. **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 indistinguishable from a registered trademark. Polk 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.
14. Exhibitor shall comply with those laws, rules and regulations and codes of the State of Oregon, Polk County, and the Polk County Fair that may include but not be limited to worker's compensation insurance, health and safety, fire, construction, and utilities.
15. It is mutually understood and agreed that no alteration or variation of the terms of the Use Agreement shall be valid unless made in writing and signed by the parties and that no oral understanding or agreements not incorporated in the Use Agreement and no alterations or variations of the term thereof, unless made in writing between the parties, shall be binding on any of the parties.
16. The decision of the Fair Manager or her representative, in their official capacities, must be accepted as final in any disagreement between Exhibitors.
17. All matters not covered in these conditions are subject to the decision of the Fair Manager or her representative, in their official capacities, which shall be final.
18. The Use Agreement 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 Use Agreement.

19. Unless indicated on your use agreement, vendors do not have exclusivity rights to the products they sell at PCF. 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 Polk County Fair.

Rules of Conduct

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 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 Exhibitors may not be invited to return to subsequent Fairs.

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

All Exhibitors will be required to keep their booths open all 3 days of the Fair during all official Fair hours. Violators may face expulsion or not be ask back the following year.

The Polk County Fair provides a service to both Exhibitors 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 Exhibitors. Polk County Fair retains the right to remove any exhibitor and his exhibit from the Fairgrounds if Exhibitor does not comply with the signed Use Agreement and written rules.

Noncompliance Procedures

In the event that an exhibitor refuses to comply with fees, conditions, rules or other information as outlined in this Handbook or Use Agreement, the Polk County Fair will take the following action.

1. Upon first observance of exhibitor noncompliance, Polk County Fair staff will talk with an exhibitor on an informal basis to inform exhibitor of infraction and request compliance.
2. If exhibitor noncompliance reoccurs, Polk County Fair staff will issue to exhibitor written notice of noncompliance, stipulating that exhibitor complies within a specified period of time.
3. If exhibitor fails to comply with the written notice, exhibitor will be required to remove booth furnishings immediately

Drawings for Free Prizes

The following rules apply to all exhibitors 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.

1. A sample entry form/draw slip **MUST** be attached to your application. Entry forms/draw slips may ask for patron's name, address and phone number **ONLY**. The name of the

EXHIBITOR HOLDING THE USE AGREEMENT MUST BE ON ENTRY FORM/DRAW SLIP, as well as the drawing date and a list of prize(s).

2. Any information obtained from entry forms/draw slips are for exclusive use of the exhibitor 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 August 8, 2020 the last day of the Polk County Fair, unless Fair Management grants an exception in writing prior to opening day of Fair.
4. No purchase may be required for a person to be eligible for the prize drawing or for the prize to be awarded.
5. 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 4) If entrants are subject to sales appointments, calls or contacts, this must be indicated.

Any exhibitor 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 Polk County Fairs.

Subleasing

Use Agreement holders are prohibited from subleasing, assigning, or apportioning to another party the whole or any part of the contracted space allotted to them by the Polk County Fair. The allotted space is for the sole and exclusive use of the Exhibitor named on the Use Agreement. Use Agreement 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 Use Agreement and approved by Polk 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 a Use Agreement as an Exhibitor at the Polk County Fair. All applicants are subject to verification of this by the Oregon State Department of Justice, at the Fair's discretion.

Exhibitor Move-In

Move-in for all areas will be 9:00 A.M. to 8:00 P.M. on Tuesday August 4 and Wednesday August 5. All booths must be ready for business no later than 8:00 P.M. Wednesday August 5. Vehicles will be permitted on the grounds during set-up of booths for unloading only. Polk County Fair reserves the right to demand removal of vehicles from any area of the grounds. Please be patient during move-in. Due to extreme congestion on the grounds during move-in days, we ask that you allow yourself much more time than you may have anticipated. Please BE SAFE! Be cautious of pedestrians, trucks, forklifts, etc.

OOPS! Wrong Booth

Should a vendor set-up in the wrong booth, he/she agrees to move to his/her proper location at vendors own expense and without protest. Further, vendor agrees to pay any licensed decorator for the transfer of any installed decorations, unless the decorator failed to follow instructions.

Credentials

Your vendor packet must be picked up prior to you moving in. They will be ready for pick up by July 21, 2020.

Exhibitors will receive a certain amount of free admission passes for the purpose of staffing booth(s) as indicated on the Use Agreement. Exhibitor will request this amount upon filling out the application. Polk County Fair management reserves the right to limit or modify the amount requested.

Credentials must be picked up at the Fair Office located within the Main Building starting on July 21st until July 31st from 9:00 A.M. to 4:00 P.M. anything after this date needs to be pre-arranged. After August 5th passes will **ONLY** be available at the main gate for regular fair admission price. **Credentials will not be mailed, held at the office or the gate.** It will be the responsibility of the vendor to get passes to their helpers in advance.

It is a violation to distribute any exhibitor passes to anyone except the staff needed to operate your booth. Under no circumstances may these passes be electronically reproduced. Misuse of any exhibitor passes will result in expulsion from the Fair.

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 Polk County Fire Marshal who may demand removal of untreated materials. Please refer to the Fire Marshal Regulations provided by the Polk County Fire Marshal's Office. Questions concerning the flame resistance of materials to be used in booths should be referred to the Polk 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 Polk County Fair facilities or property in any way. **Use of staples, paint, tape, pins, etc. on floor, walls and curtains is prohibited.**

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

The height of either side or front of indoor exhibits may be 4' 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.

Exhibitor Clean-up

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

Any Exhibitor using food for demonstrations such as slicers, cookware, blenders, etc., must provide a water-proof, covered container to hold refuse, thus preventing leakage onto the floor or into other Exhibitor's booths. Each Exhibitor will be responsible for emptying their refuse container daily or more frequently as required. Any Exhibitor who has an exhibit that allows food, water to leak onto the floor and into another Exhibitor's booth will be subject to a \$100.00 per hour (1hr. min.) 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.**

Cardboard Recycling

Containers designated solely for the placement of cardboard will be located at the back of main building by the kitchen. Exhibitors are asked to break down and place cardboard in these specific containers.

Exhibitor Access

Exhibitors will be allowed access to the Main building no earlier than 9:00A.M. On the first day of the fair and 9:30A.M the rest of each day of Fair. Access will be through the dining room. Lights will be turned out and building 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 will also observe the above schedule. Exhibitors will not be permitted to remain in booths overnight.

Outside Exhibit Move-Out/Removal

All exhibits must remain set-up until Sunday August 9, 2020; booths that take down early will not be allowed back the following year. You may remove your booth Sunday August 9, 2020 from 8:00am – 11:00am.

Inside Exhibit Move-Out/Removal

All exhibits must remain set-up until Sunday August 9, 2020; booths that take down early will not be allowed back the following year. You may remove your booth Sunday August 9, 2020 from 11:00am – 2:00pm.

All exhibits must be removed from the fairgrounds by 3:00 p.m. on Monday, August 10, 2020. During dismantling, exhibitors will be expected to remove all trash and debris from their exhibit area and place it in trashcans provided by the Fair. Exhibitors will be subject to a \$100.00 cleaning fee for each booth, and may not be allowed back for next year of fair. Any articles or materials not removed from the grounds by 3:00 p.m. August 10th will 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 interests of the Fair. Removal of items are subject to fees.

Deliveries to Fairgrounds

Polk County Fair **will not** accept freight shipped before fair, as storage facilities are not available. Freight may be shipped pre-paid to the Exhibitor during Fair time, if arrangements with the Fair are made in advance.

Polk County Fair will not sign for items delivered UPS. UPS delivers daily to the Fair Office; we will make every effort to notify those Exhibitors who have packages.

UPS shipments, mail or packages delivered by U. S. Mail during Fair time must have Exhibitors name and booth number clearly marked on outside of package.

Exhibitor Parking

Parking for Exhibitors will be located at the South end of the fairgrounds. A shuttle will run between the vendor parking area and the Main Building for your convenience. Please do not park at the front of the parking lot; it is for the fair patrons.

Recreational Vehicles

Overnight camping is limited and by advanced reservation only. **Spaces are \$25.00 a night with limited hookups.** Campers must have an overnight pass visible in their window.

Water

Limited water service is available; if you need water please call the fair office before July 1st, for information.

Phone & Internet Service

It is very difficult for Fair staff to deliver phone messages to Exhibitors. In most cases, we do not know the names of the people working in booths, and many callers don't know the name of the booth they are trying to contact. It is suggested that you arrange to have a cellular phone or pager if you need to receive messages from employees, family, etc.

Internet services will be available, check in at the Fair Office.

Labor

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

Insurance

All Exhibitors will be required to have insurance. The form to send to your insurance company is included in this handbook. **SEE PAGE 10-13**

Fire Marshal Regulations

All Exhibitors will be required to abide by rules and regulations as set forth by the Polk County Fire Marshal's Office. The rules are listed in this Handbook. Exhibitor should keep rules on hand in each exhibit booth. **SEE PAGES 14-17.**

Security

Polk County Fair will exercise all reasonable diligence in protecting property of Exhibitors 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 Polk County Fair, certain items are **PROHIBITED FROM SALE OR OPEN DISPLAY** on the Polk County Fairgrounds. 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 Polk County Sheriff will actively assist in the enforcement of this policy.

Fair Attendance

Polk County Fair is not responsible for decreases in normal Fair Attendance due to acts of God, labor strikes or other events outside the control of Polk County Fair.

Polk County Fair attendance runs anywhere from 14,000 to 22,000 depending on weather.

INSURANCE TERMS AND CONDITIONS

POLK COUNTY FAIR BOARD
520 S PACIFIC HWY W
PO BOX 29
RICKREALL OREGON 97371
(503) 623-3048
(503) 623-6157 - fax

The Polk County Fair Board 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 contact 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 Polk. The insurance policy or policies shall name the COUNTY OF POLK AND THE POLK COUNTY FAIR, its officers, agents and employees as additional insured, 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, certificates of insurance as evidence of the insurance coverage required by this agreement. Certification or a copy of the endorsement adding POLK COUNTY AND POLK COUNTY FAIR, as an additional insured shall also be provided.

2. **INDEMNITY:** PERMITEE agrees to defend, indemnify and save Polk County, the Fair Board, the Polk County Fair, their officers, agents, and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation 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, subrogations, actions, costs, judgments or other damages, directly, solely and proximately caused by the negligence of Polk County, the Fair Board and/or the Polk County Fair.
3. **LIMITATION OF LIABILITY:** PCFB assumes no responsibility for any property placed on the facilities by PERMITEE and the PCFB 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 PCFB.
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 thereon.

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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-named Client, described as PERMITEE, has a Permit to use the Polk County Fair 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.
4. The County requires that the PERMITEE's liability insurance be endorsed in accordance with the following language:
 "It is agreed that the County of Polk, the Polk County Fair, its officers and employees are added as additional insureds as respects the named Insured's use of premises furnished by the Polk County Fair."
5. The insurance company is requested to prepare said endorsement or policy and forward certificate thereof not less than 14 days prior to the first day of Permit to:

Polk County Fair
PO Box 29
Rickreall, Oregon 97371

City of Dallas
Fire Department
915 SE Shelton SW
Dallas, Or 97338
503-623-2338

FIRE AND LIFE SAFETY REQUIREMENTS AND CHECKLIST

The following requirements apply to all expo, public assembly, show, fair, carnival, livestock and motorized vehicle events. Final approval of any event may be dependent on inspection by the **Dallas Fire Department**. Questions may be directed to the Fire and Life Safety Division.

Exits and egress access:

- ✓ Obstructions shall not be placed in the required width of an exit path. Exits shall not be obstructed in any manner and shall remain free of any material. *Reference OFC'14 1030.2*
- ✓ Exit doors shall be openable from the inside without the use of a key or any special knowledge or effort. Exit doors shall not be locked, chained, bolted, barred, latched, or otherwise rendered unusable. All locking devices shall be of an approved type. *Reference OFC'14 1008.1.9 & Section 1008*

- ✓ Exit signs shall be illuminated and readily visible from any direction. *Reference OFC'14 1011.1, 1006.1 & 1006.3*
- ✓ Exit size, location and aisleway spacing shall be in accordance with Chapter 10 of the Oregon Fire Code 2014
- ✓ Occupant load. The occupant load shall be assigned by the fire code official in accordance with the anticipated use. The fire code official may require the posting of occupant loads in areas of assembly. *Reference OFC'14 section 1004*
- ✓ Seating—tables and chairs. The placement of tables and chairs shall comply with the following: *see Reference OFC'14 Section 1028 for further detail*
 - Aisles and exit access. The common path of egress travel shall not exceed 30 feet from any seat in the exit access. *Reference OFC'14 1028.8*
 - Chair rows. The minimum aisle access width between the front of one row of chairs and the back of the next row shall be 12 inches for rows of up to 14 chairs, and that distance increases if there are more than 14 chairs per continuous row. *Reference OFC'14 1028.10.2*
 - The minimum clear width of 12 inches between rows shall be increased by 0.3 inches for every additional seat beyond 14 seats, but the minimum clear width is not required to exceed 22 inches. *Reference OFC'14 1028.10.2.1*
 - Aisles between rows of chairs shall be a minimum of 48 inches. *Reference OFC'14 1028.9.1*
 - Bonding. When greater than 200 seats are assembled in one area the seats shall either be fastened to the floor or fastened together (bonded) in groups of not less than three. *Reference OFC'14 1028.12*
 - Each concession stand/booth shall have **a minimum of one exit** leading directly out of the area without exiting through intervening spaces including other concession stand/booth, display, or enclosed areas (OFC 1007.1).
 - Aisles and exits shall be kept clear and free of obstructions. Easels, signs, displays, tables, and other objects shall not encroach into aisles and exit paths, or exit doors (OFC 1003.6).
 - Exit doors shall not be covered with drapes or similar impeding their visibility. Facility or building exits, stairs, corridors, and vestibules shall not be used for any purpose except for egress (OFC 1030.6).

Obstruction of fire safety equipment:

- ✓ Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. *Reference OFC'14 507.5.4*
- ✓ Fire life and safety systems/equipment must be accessible and not obstructed at any time. *Reference OFC'14 509.2*

Obstruction of sprinkler systems:

- ✓ Tents, canopies or similar items that are over four feet in width shall not be used in areas protected with a fire sprinkler system. *Reference NFPA 13*

Fire Lanes:

- ✓ Fire lanes shall not be obstructed in any manner, including parking of vehicles. 20 foot fire access widths and 13 feet 6 inches vertical height clearance shall be maintained at all times. *Reference OFC'14 503.2 & 503.4*

Decorations:

- ✓ Decorative material used inside of buildings shall be flame resistant. Drapes and curtains shall be treated and maintained flame resistant. *Reference OFC'14 807.1*
- ✓ If you would like to use hay bales and/or any loose combustible materials, you will need prior approval from the Dallas Fire Department. *Reference OFC'14 Section 806 and 807*

Open flames and cooking:

- ✓ Candles and other open-flame devices shall not be used in places of assembly or temporary membrane structure. *Reference OFC'14 308.3*
- ✓ All food preparation equipment, which produces grease-laden vapor (frying, deep fat frying, etc), shall be located under an exhaust hood equipped with a fire extinguishing system which is serviced and tagged semi-annually by a qualified company. *Reference OFC'14 609.2 + 904.2.1*
- ✓ An additional 2A10BC portable fire extinguisher and a class K fire extinguisher within 30 feet of grease laden cooking operations is required if cooking is involved. *Reference OFC'14 Class K Required Per 904.11.5*
- ✓ Smoking shall be prohibited per OFC'14 Section 310 and no smoking signs shall be posted where smoking is prohibited

Cooking outside of buildings:

- ✓ An additional 4A20BC portable fire extinguisher and a class K fire extinguisher within 30 feet of grease laden cooking operations is required if cooking outside is involved. *Reference OFC'14 906.1, NFPA10*
- ✓ Commercial cooking equipment will only be allowed in approved locations using approved equipment and with prior approval from the Dallas Fire Department.

Liquid petroleum gas (Propane) inside buildings:

The use of portable propane – gas containers shall not be allowed in buildings, with the following exceptions:

- ✓ Portable LP-gas containers are allowed to be used temporarily for demonstrations and public exhibitions. Such containers shall not exceed a water capacity of 12 pounds (5kg). Where more than one such container is present in the same room, each container shall be separated from other containers by a distance of not less than 20feet (6096 mm). *Reference OFC'14 6103.2.1.5*
- ✓ Propane containers listed for temporary indoor heating use. *Reference OFC'14 6103.2.1.2 & NFPA 58*
- ✓ Combustible materials shall at least 10 feet from propane containers. *Reference OFC'14 6107.3*

Propane outside buildings:

- ✓ Propane cylinders less than 125 water gallons in size must be at least 5 feet from the structure. *Reference OFC'14 Table 6104.3*
- ✓ Propane cylinders 125 to 250 water gallons in size must be at least 10 feet from the structure. (Not allowed under building eaves) including temporary membrane structures (tents and canopies). *Reference OFC'14 Table 6104.3*
- ✓ Containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicular protection shall be provided as required by the fire code official. *Reference OFC '14 6109.13*
- ✓ Compressed gas shall be secured at all times to prevent falling over. *Reference OFC'14 5303.5.3*

Extinguishers (OFC 3104.12). Each vendor booth where cooking is being conducted, indoors or outdoors, shall have access to:

A readily accessible minimum **2A-10-B:C** rated fire extinguisher. Additional fire extinguishers of the same type and rating may be required to ensure that no employee will have to travel more than 75 feet to obtain a fire extinguisher.

Portable fire extinguishers shall be provided within a 30-foot travel distance of commercial-type cooking equipment. Cooking equipment involving solid fuels or vegetable or animal oils and fats shall be protected by a Class K rated portable extinguisher

Electrical wiring / equipment:

All electrical wiring and equipment shall comply with the National Electrical Code. Wiring connections to any circuit panel can only be performed by qualified, licensed electricians. Contact the Polk County Building Department for needed permits.

Extension Cords:

- ✓ Extension cords and flexible cords shall not be substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances. *Reference OFC'14 605.5*
- ✓ Cords shall be plugged directly into an approved receptacle, power tap or multi-plug adapter and shall, except for approved multi-plug extension cords, serve only one portable appliance. *Reference OFC'14 605.5.1*
- ✓ Cords shall be maintained in good condition without splices, deterioration or damage. *Reference OFC'14 605.5.3*
- ✓ The Ampacity of the extension cords shall not be less than the rated capacity of the portable appliance supplied by the cord. *Reference OFC'14 605.5.2*
- ✓ Multi-plug adapters, such as cube adapters, unfused plug strips or any other device not complying with the *NFPA 70* shall be prohibited. *Reference OFC'14 605.4*

- ✓ **Ampacity– Conductor sizes** (OFC 605.5.2). The ampacity and conductor size of an extension cord shall comply with the following:
- ✓ The ampacity of the extension cords shall NOT be less than the rated capacity of the portable appliance supplied by the cord. The minimum required rating is 15 amps.
- ✓ Extension cords shall be a minimum of a 14 gauge, three conductor size with polarized or grounded plug and receptacle.

Heating appliances:

- ✓ Heating appliances shall be installed and maintained in accordance with their listing in the Building, Electrical, and Mechanical Codes. Portable, electric space heaters shall comply with Section 605.10.1 through 605.10.4. The use of portable space heating devices in Group I and SR occupancies shall be prohibited. *Reference OFC'14 605.10*

Trash containers inside building:

- ✓ Materials susceptible to spontaneous ignition, such as oily rags, shall be stored in a listed disposal container. Contents of such containers shall be removed and disposed of daily. *Reference OFC'14 304.3.1*
- ✓ Dumpsters and containers with an individual capacity of 1.5 cubic yards or more shall not be stored in buildings or placed within 5 feet of combustible walls, openings or combustible roof eave lines. **Exceptions:** Dumpsters or containers in areas protected by an approved automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 *Reference OFC'14 304.3.3*

Motorized vehicle displays inside building:

- ✓ Batteries shall be disconnected in an approved manner. *Reference OFC'14 314.4*
- ✓ Fuel in the fuel tank shall not exceed one quarter of the tank capacity or 5 gallons whichever is less. *Reference OFC'14 314.4*
- ✓ Fuel tank openings shall be closed and sealed to prevent the escape of vapors. *Reference OFC'14 314.4*
- ✓ Vehicles shall not be fueled or defueled within the building. *Reference OFC'14 314.4*
- ✓ The location of vehicles or equipment shall not block any exit or exit path. *Reference OFC'14 1018.6*

Smoking

Smoking or carrying of a lighted pipe, cigar, cigarette or any other type of smoking paraphernalia or material is prohibited in the areas indicated in Oregon Fire Code Sections 310.2 through 310.8. There shall be no smoking where conditions are such that smoking is a hazard such as inside buildings, livestock areas, barns, tents, canopies, or exhibit booths.

Designated smoking area is outside the fence in the gravel parking lot.

