

## Chapter 622 Oregon State Fair and Exposition Center

OREGON ADMINISTRATIVE RULES 1997 COMPILATION

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### DIVISION 1

#### PROCEDURAL RULES

#### 622-001-0000

##### Notice of Proposed Rule

Prior to the adoption, amendment, or repeal of any rule, except temporary rules adopted under ORS 183.335(5), the Oregon State Fair and Exposition Center shall give notice of the proposed adoption, amendment, or repeal:

(1) In the Secretary of State's Bulletin referred to in ORS

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183.360 at least fifteen days prior to the effective date;

(2) By mailing a copy of the notice to persons on the Administrator's mailing list established pursuant to ORS 183.335(7);

(3) By mailing a copy of the notice to the following persons, organizations, or publications:

- (a) Western Fairs Association;
- (b) Oregon Fairs Association;
- (c) Amusement Business;
- (d) UPI, AP;
- (e) Statesman-Journal;
- (f) The Oregonian;
- (g) Capitol Press;
- (h) Oregon Administrative Law News;
- (i) Department of Agriculture;
- (j) Agri-Business Council of Oregon;
- (k) Oregon State Grange;
- (l) Oregon Farm Bureau Federation; and
- (m) Oregon State Fair Commission.

Stat. Auth.: ORS Ch. 183 & 565.060

Stats. Implemented: ORS

Hist.: 2FC 88, f. & ef. 12-23-76; FEC 1-1991, f. & cert. ef. 5-15-91

**622-001-0005**

**Model Rules of Procedure**

The Oregon State Fair and Exposition Center hereby adopts the Attorney General's Model Rules of Procedure under the Administrative Procedures Act effective September 1995.

[ED. NOTE: The full text of the Attorney General's Model Rules of Procedure is available from the office of the Attorney General or the Oregon State Fair and Exposition Center.]

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS Ch. 183

Hist.: 2FC 59, f. 1-27-72, ef. 2-15-72; 2FC 70, f. 11-21-73, ef. 12-11-73; 2FC 88, f. & ef. 12-23-76; 2FC 3-1978, f. & ef. 3-8-78; 2FC 3-1981, f. & ef. 11-25-81; FEC 1-1991, f. & cert. ef. 5-15-91; FEC 1-1996, f. & cert. ef. 8-22-96

**622-001-0010**

**Model Public Contracting Rules**

The Oregon State Fair and Exposition Center hereby adopts the Attorney General's Model Public Contract Rules Manual dated August 1990.

[Publications: The publication(s) referred to or incorporated by reference in this rule are available from the State Fair and Exposition Center.]

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS

Hist.: FEC 2-1993, f. & cert. ef. 7-22-93

**DIVISION 10**

**PREMIUM LISTS**

**622-010-0000**

**Premium List and Rules**

Pursuant to authority vested by law in the State of Oregon under Fairs and Exhibits, the following regulations are promulgated to effect the administration and enforcement of ORS Chapter 565.060: That the 1996 Premium List and Rules be accepted for the following departments:

- (1) Agriculture, Horticulture, Floriculture;
- (2) All Oregon Art Annual and Calligraphy Exhibit;
- (3) International Exhibition of Photography;
- (4) 4-H;
- (5) FFA;
- (6) Home Economics/Hobby Show;
- (7) Horse Show;
- (8) Livestock--Beef and Dairy Cattle;
- (9) Livestock--Goats, Sheep, and Swine;
- (10) Livestock--Llamas
- (11) Poultry, Pigeons, Rabbits and Cavies;
- (12) Oregon Salon of Photography;
- (13) Amateur Beer;

(14) Professional Wine;

(15) Amateur Wine;

(16) Artisan's Village.

[ED. NOTE: The text of Temporary Rules is not printed in the Oregon Administrative Rules Compilation. Copies may be obtained from the adopting agency or the Secretary of State.]

Stat. Auth.: ORS 565.060

Stats. Implemented: ORS 565.080(3)

Hist.: 2FC 1-1979, f. & ef. 8-16-79; 2FC 1-1980, f. & ef. 7-16-80; 2FC 2-1981, f. & ef. 8-17-81; 2FC 1-1982, f. & ef. 8-2-82; 2FC 1-1983, f. & ef. 8-15-83; 2FC 1-1984, f. & ef. 8-16-84; FEC 1-1985, f. & ef. 7-16-85; FEC 2-1986, f. & ef. 8-19-86; FEC 1-1987, f. & ef. 8-14-87; FEC 4-1988(Temp), f. 8-22-88, cert. ef. 8-20-88; FEC 2-1989, f. 8-3-89, cert. ef. 8-4-89; FEC 1-1990, f. & cert. ef. 8-20-90; FEC 4-1991, f. & cert. ef. 8-27-91; FEC 2-1992, f. & cert. ef. 7-17-92; FEC 2-1993, f. & cert. ef. 7-22-93; FEC 1-1995, f. & cert. ef. 8-10-95; FEC 2-1996, f. & cert. ef. 8-22-96

**DIVISION 20**

**BUILDINGS, FACILITIES, AND EQUIPMENT RENTAL COSTS**

**622-020-0005**

**Columbia Hall**

(1) \$435 minimum per 16-hour event day, includes 3 bays (each bay 120 feet x 40 feet), plus \$145 each additional bay (7 bays available) per 16-hour event day; all seven (7) bays, \$1,000; \$25 per hour for each additional hour.

(2) \$50 per bay per each 8-hour move-in day and 8-hour move-out day; \$25 per hour for each additional hour.

(3) Conference room (see OAR 622-020-0010) available at no charge with Columbia Hall rental.

(4) Prices beyond those specified above are itemized on Accessory Price List (see **Exhibit 1**).

[ED NOTE: The Exhibit referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]

Stat. Auth.: ORS 565.060

Hist.: 2FC 82, f. 8-5-75, ef. 8-25-75; 2FC 88, f. & ef. 12-23-76; 2FC 2-1978, f. & ef. 3-8-78; 2FC 1-1981, f. & ef. 2-11-81; FEC 3-1986, f. & ef. 12-18-86; FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0010**

**Columbia Hall Conference Room**

(1) \$50 minimum per 8-hour event day, plus \$10 per hour for each additional hour (includes 30 chairs and 5 tables).

(2) Prices beyond those specified above are itemized on Accessory Price List (see **Exhibit 1**).

[ED NOTE: The Exhibit referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]

Stat. Auth.: ORS 565.060

Hist.: 2FC 82, f. 8-5-75, ef. 8-25-75; 2FC 88, f. & ef. 12-23-76; 2FC 2-1978, f. & ef. 3-8-78; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0013**

**The Deck**

\$200 per 16-hour event day; \$50 per 8-hour move-in and move-out days.

Stat. Auth.: ORS Ch. 565

Hist.: FEC 1-1989, f. & cert. ef. 1-18-89

**622-020-0035**

**Horse Stalls — Show Horse Barn, Stadium, and Livestock Pavilion**

(1) \$5 per day during horse shows.

(2) \$7 per move-in and move-out days during horse shows.

(3) \$10/stall (in addition to stall rental fee) during horse shows if shavings or sawdust are used as bedding and not removed by Permittee at conclusion of use.

(4) \$15 per man hour and \$5 per yard if shavings or sawdust are used in aisles during horse shows and not removed by

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Permittee at conclusion of use, resulting in removal by State Fair.

(5) Prices beyond those specified above are itemized on Accessory Price List (see **Exhibit 1**).

[ED NOTE: The Exhibit referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]  
Stat. Auth.: ORS 565.060

Hist.: 2FC 82, f. 8-5-75, ef. 8-25-75; 2FC 88, f. & ef. 12-23-76; 2FC 2-1978, f. & ef. 3-8-78; 2FC 7-1978, f. & ef. 10-13-78; 2FC 2-1983, f. & ef. 11-22-83; FEC 3-1986, f. & ef. 12-18-86; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0041**  
**Grandstand**

(1) Entire Grandstand — \$1,500 per 16-hour event day; \$250 per 8-hour move-in and move-out days; \$25 per hour for each additional hour. Price includes chairs for box seats, if desired.

(2) Lower Grandstand — \$250 per 16-hour event day; \$25 per 8-hour move-in and move-out days; \$25 per hour for each additional hour.

(3) Prices beyond those specified above are itemized on Accessory Price List (see **Exhibit 1**).

[ED NOTE: The Exhibit referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]  
Stat. Auth.: ORS 565.060

Hist.: FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0045**  
**Livestock Barn — Pavilion**

(1) For use of Livestock Shows — \$150 per day of use (including move-in and move-out days) for use of 1/2 of building. Move-in and move-out days defined as days (or portions thereof) when animals (or an animal) occupy facilities, or when Permittee is preparing facility for event or cleaning up after event.

(2) For use of Entire Building (for purposes other than Livestock Shows) — \$500 per 16-hour event day; \$250 per 8-hour move-in or move-out days; \$25 per hour for each additional hour.

(3) For use of One-Half the Building (for purposes other than Livestock Shows) — \$250 per 16-hour event day; \$125 per 8-hour move-in or move-out days; \$25 per hour for each additional hour.

(4) Milking Parlor, \$200 per duration of event. Permittee to provide a qualified professional dairyman to operate Milking Parlor, with such person being approved by Fair. Permittee is responsible for any additional clean-up charges.

(5) Swine Wash, \$50 per day. Permittee to pay for any additional clean-up charges.

(6) Prices beyond those specified above are itemized on Accessory Price List (see **Exhibit 1**).

[ED NOTE: The Exhibit referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]  
Stat. Auth.: ORS 565.060

Hist.: 2FC 82, f. 8-5-75, ef. 8-25-75; 2FC 88, f. & ef. 12-23-76; 2FC 2-1978, f. & ef. 3-8-78; 2FC 1-1981, f. & ef. 2-11-81; 2FC 2-1983, f. & ef. 11-22-83; FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0046**  
**Beef Barn**

\$175 per day of use (including move-in and move-out days). Move-in and move-out days defined as days (or portions thereof) when animals (or an animal) occupy facilities, or when Permittee is preparing facility for event or cleaning up after event.

Stat. Auth.: ORS 565.060

Hist.: FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0051**  
**Cascade Hall**

(1) \$300 per 16-hour event day; \$75 per 8-hour move-in and move-out days; \$25 per hour for each additional hour.

(2) Prices beyond those specified above are itemized on Accessory Price List (see **Exhibit 1**).

[ED NOTE: The Exhibit referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]

Stat. Auth.: ORS 565.060

Hist.: FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0055**  
**Picnic Grove and Gazebo**

(1) \$200 per 16-hour day.

(2) \$7 per picnic table.

(3) Prices beyond those specified above are itemized on Accessory Price List (see **Exhibit 1**).

[ED NOTE: The Exhibit referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]

Stat. Auth.: ORS 565.060

Hist.: 2FC 82, f. 8-5-75, ef. 8-25-75; 2FC 88, f. & ef. 12-23-76; 2FC 2-1978, f. & ef. 3-8-78; 2FC 1-1981, f. & ef. 2-11-81; 2FC 2-1983, f. & ef. 11-22-83; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91; FEC 4-1992, f. & cert. ef. 12-17-92

**622-020-0060**  
**Stadium**

(1) Arena, \$500 per 16-hour event day (includes tractor-drag operation — 1 person, one 8-hour shift per day); \$25 per hour for each additional hour; \$125 per 8-hour move-in and move-out days when not used in conjunction with animal events.

(2) Prices beyond those specified above are itemized on Accessory Price List (see **Exhibit 1**).

[ED NOTE: The Exhibit referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]

Stat. Auth.: ORS 565.060

Hist.: 2FC 82, f. 8-5-75, ef. 8-25-75; 2FC 88, f. & ef. 12-23-76; 2FC 2-1978, f. & ef. 3-8-78; 2FC 2-1983, f. & ef. 11-22-83; FEC 3-1986, f. & ef. 12-18-86; FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0066**  
**Lawn Areas**

(1) Friendship Square — \$200 per day or \$5 per vehicle per day, whichever is greater.

(2) Main Lawn — \$200 per day or \$5 per vehicle per day, whichever is greater.

(3) Show Green — \$100 per day or \$5 per vehicle per day, whichever is greater.

(4) Carnival Lawn Area — \$100 per day or \$5 per vehicle per day, whichever is greater.

(5) Above prices are for use of lawn areas not in conjunction with events being held in fairgrounds buildings. Price for above areas may be negotiated when area is being used in conjunction with events in fairgrounds buildings.

(6) Above prices are for use of single lawn areas. When more than one area is being rented, prices may be negotiated.

Stat. Auth.: ORS Ch. 565

Hist.: FEC 1-1989, f. & cert. ef. 1-18-89

**622-020-0067**  
**Parking Lots**

(1) Sunnyview South — \$100 per day or \$5 per vehicle per day, whichever is greater.

(2) Sunnyview North — \$100 per day or \$5 per vehicle per day, whichever is greater.

(3) North Parking Lot — \$100 per day or \$5 per vehicle per day, whichever is greater.

(4) 17th Street Oak Grove — \$100 per day or \$5 per vehicle per day, whichever is greater.

(5) 17th Street Gravel Lot — \$100 per day or \$5 per vehicle per day, whichever is greater.

(6) Blacktop Area East of Columbia Hall and Jackman-Long Building — \$200 per day or \$5 per vehicle per day, whichever is greater.

(7) Blacktop Area South of Jackman-Long Building — \$200 per day or \$5 per vehicle per day, whichever is greater.

(8) Carnival Blacktop Area — \$100 per day or \$5 per vehicle per day, whichever is greater.

(9) Above prices are for use of parking lots not in conjunction with events being held in fairgrounds buildings. Price

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for above areas may be negotiated when lot is being used in conjunction with events in fairgrounds buildings.

(10) Above prices are for use of single parking lots. When more than one lot is being rented, prices may be negotiated.

(11) Parking lots rented may not be used for re-sale of parking to the public or to provide free parking to the public, but for use by exhibitors or staff of Permittee.

Stat. Auth.: ORS 565.060

Hist.: FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0075**

**FFA Demonstration Building**

Building is under annual lease from September through June.

Stat. Auth.: ORS Ch. 565

Hist.: 2FC 82, f. 8-5-75, ef. 8-25-75; 2FC 88, f. & ef. 12-23-76; 2FC 2-1978, f. & ef. 3-8-78

**622-020-0095**

**FFA Pavilion (Open Covered Area)**

Rate of \$100 per day.

Stat. Auth.: ORS 565.060

Hist.: 2FC 82, f. 8-5-75, ef. 8-25-75; 2FC 88, f. & ef. 12-23-76; 2FC 2-1978, f. & ef. 3-8-78; 2FC 1-1981, f. & ef. 2-11-81; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0105**

**17th Street RV Park**

Rates include two people, two vehicles:

(1) Daily rates: \$12.50 plus tax; \$10 on gravel with no hookups; \$1 per additional person; \$1 per additional vehicle; \$1 per dog.

(2) Weekly rates: \$65 plus tax; \$6 per additional person; \$6 per additional vehicle; \$4 per dog.

(3) Monthly rates: \$150; \$20 per additional person; \$20 per additional vehicle; \$10 per dog.

(4) With 30 days written notice, rates are subject to change each January 1 according to competitive rates charged in and around the Salem Area. Park is closed each year beginning the week prior to each annual State Fair and continuing through one week following the closing of each annual State Fair.

Stat. Auth.: ORS 565.060

Hist.: 2FC 82, f. 8-5-75, ef. 8-25-75; 2FC 88, f. & ef. 12-23-76; 2FC 2-1978, f. & ef. 3-8-78; 2FC 5-1978, f. & ef. 9-6-78; 2FC 1-1981, f. & ef. 2-11-81; 2FC 2-1983, f. & ef. 11-22-83; Suspended by FEC 1-1986(Temp), f. & ef. 2-24-86; FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0110**

**Jackman-Long Building**

(1) Exhibit Building:

(a) Total building: \$1,500 per 16-hour event day; \$25 per hour for each additional hour; includes use of dining room facilities;

(b) Half building: \$750 per 16-hour event day, \$850 with dining room facilities; \$25 per hour for each additional hour;

(c) Move-in and Move-out: Entire Building — \$350 per each 8-hour move-in day and 8-hour move-out day; Half Building — \$250 per 8-hour move-in and move-out days; \$25 per hour for each additional hour.

(2) Restaurant Area:

(a) \$250 per each 16-hour day when not used in conjunction with exhibit building; \$25 per hour each additional hour;

(b) \$75 per each 8-hour move-in and move-out days; \$25 per hour for each additional hour.

(3) Prices beyond those specified above are itemized on Accessory Price List (see **Exhibit 1**).

[ED NOTE: The Exhibit referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]

Stat. Auth.: ORS 565.060

Hist.: 2FC 82, f. 8-5-75, ef. 8-25-75; 2FC 88, f. & ef. 12-23-76; 2FC 2-1978, f. & ef. 3-8-78; 2FC 1-1981, f. & ef. 2-11-81; 2FC 2-1983, f. & ef. 11-22-83; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0112**

**L.B. Day Amphitheatre**

(1) \$1,200 per 16-hour event day against 10% of gross ticket sales, whichever is greater, not to exceed \$5,000 per performance.

(2) \$300 per 8-hour move-in and move-out days; \$25 per hour for each additional hour.

(3) Fair reserves rights to retain operation of and revenues from food, beverage, and parking concessions.

(4) Prices beyond those specified above are itemized on Accessory Price List (see **Exhibit 1**).

[ED NOTE: The Exhibit referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]

Stat. Auth.: ORS 565.065

Hist.: FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0113**

**Amphitheatre Conference Room**

(1) \$75 minimum per 8-hour event day, plus \$10 per hour for each additional hour (includes 30 chairs and 5 tables).

(2) Prices beyond those specified above are itemized on Accessory Price List (see **Exhibit 1**).

[ED NOTE: The Exhibit referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]

Stat. Auth.: ORS 565.060

Hist.: FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0125**

**Race Barn**

(1) \$5 per stall per day during horse shows.

(2) \$7 per move-in and move-out days during horse shows.

(3) Interim stabling: November 1 through May 30 (Dates subject to change due to scheduled expo events and race dates allotted by Oregon Racing Commission) — \$7 per day; \$60 per month. Two tack rooms provided per block barn. Additional tack rooms at \$5/month per room. Rent due by 10th of each month. Delinquent tenants shall be charged additional \$5 per month per stall.

(4) Includes access to race track Tuesdays through Sundays for training purposes from dawn until 10:00 a.m. daily. Track will be closed and worked on Mondays, weather permitting. If Monday is a holiday, track will be open on Monday and closed and worked on Tuesday. Track will not be maintained in racing condition.

(5) Hot Walkers placed in backstretch area — \$10 per month per hot walker. Rental rate will be charged from November 1 through May 30 yearly. (Dates subject to change due to scheduled expo events and race dates allotted by Oregon Racing Commission).

(6) Backstretch Trailer Park — \$5 per day, \$60 per month (June 1 through October 31); \$6.25 per day, \$75 per month (November 1 through May 31).

Stat. Auth.: ORS 565.060

Hist.: 2FC 82, f. 8-5-75, ef. 8-25-75; 2FC 88, f. & ef. 12-23-76; 2FC 2-1978, f. & ef. 3-8-78; 2FC 7-1978, f. & ef. 10-13-78; 2FC 2-1983, f. & ef. 11-22-83; FEC 3-1986, f. & ef. 12-18-86; FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0130**

**Entire Grounds (Restrictions Apply)**

(1) \$5,000 per event day, plus \$1,000 food concession fee per event day if Permittee wishes to provide own food concessions. (Multiple building discount does not apply.)

(2) \$1,000 per 8-hour move-in and move-out days.

(3) Entire grounds includes Columbia Hall, Jackman-Long Building, Cascade Hall (when available), Grandstand, Friendship Square, and Interior parking lots for exhibition purposes and lawn areas. Entire grounds does not include horse show and livestock facilities or Amphitheatre.

(4) Prices beyond those specified above are itemized on Accessory Price List (see **Exhibit 1**).

[ED NOTE: The Exhibit referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]

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Stat. Auth.: ORS 565.060

Hist.: 2FC 2-1981, f. & ef. 2-11-81; FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91; FEC 4-1992, f. & cert. ef. 12-17-92

**622-020-0135**

**Items not Listed**

Any items and special situations not listed in this Division shall be determined on an individual basis.

Stat. Auth.: ORS Ch. 565

Hist.: 2FC 1-1981, f. & ef. 2-11-81; FEC 1-1989, f. & cert. ef. 1-18-89

**Policies**

**622-020-0140**

**Facilities Available for Rent**

(1) The Jackman-Long Building, Columbia Hall, Grandstand, Cascade Hall, L.B. Day Amphitheatre, Stadium, Race Barns, Show Barn, Livestock Pavilion, and Beef Barn will be available for rent. Some necessary equipment to augment an event in these facilities will also be available for rent.

(2) All other facilities will be “winterized” each year and unavailable for rent. If it can be determined that any facilities in the “winterized” category can be rented for a profit, the Director may have the facility “un-winterized” and made ready for usage on an event-by-event basis.

Stat. Auth.: ORS 565.060

Hist.: 2FC 2-1983, f. & ef. 11-22-83; FEC 3-1986, f. & ef. 12-18-86; FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91; FEC 4-1992, f. & cert. ef. 12-17-92

**622-020-0141**

**Payment**

Permittees may be required to make deposit not to exceed one half of facility rental rates upon signing lease agreement. Balance of lease agreement amount is due no later than three working days prior to event. Additional charges incurred during event must be paid within thirty (30) days from date of billing after conclusion of event. A fee of 1-1/2% per month, or portion thereof, shall be assessed for late payments.

Stat. Auth.: ORS 565.060

Hist.: 2FC 2-1983, f. & ef. 11-22-83; FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91; FEC 4-1992, f. & cert. ef. 12-17-92

**622-020-0142**

**Insurance**

Certificate of Insurance due prior to all events.

Stat. Auth.: ORS Ch. 565

Hist.: 2FC 2-1983, f. & ef. 11-22-83

**622-020-0143**

**Fire Marshal Regulations**

All Fire Marshal Regulations must be adhered to.

Stat. Auth.: ORS Ch. 565

Hist.: 2FC 2-1983, f. & ef. 11-22-83

**622-020-0144**

**Food Concessions**

All food and beverage concession items provided for sale to the general public must be sold by Fair’s food concession contractor. Contractor does not charge Permittee for this service, nor does Permittee receive revenue from food and beverage sales. Certain events that are food oriented such as Wine and Food Festival, Marion County Fair, and Ag-Fest may provide own food sales but shall pay a \$500 per event day concession fee to State Fair for such privilege. New shows requesting this exemption shall be required to put such proposal in writing which shall be evaluated by State Fair. State Fair’s decision shall be final. Evaluation shall be based on type of food proposed (must be different from that served by Fair’s concession contractor) and Fair’s concession contractor’s ability to provide same service.

Stat. Auth.: ORS 565.060

Hist.: 2FC 2-1983, f. & ef. 11-22-83; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91; FEC 4-1992, f. & cert. ef. 12-17-92

**622-020-0145**

**Catered Events**

All Permittees must use a primary food and/or alcohol caterer designated and licensed by the Director or his/her designee. Catering services will be provided by the designated primary caterer, however, additional caterers may be designated and licensed to assist the primary caterer. A fee set by the Director or his/her designee and paid by the caterer, will be required to serve food and alcoholic beverages at the Oregon State Fairgrounds. Prior to being issued a catering license, caterers must meet all requirements established by the Director and provide proof of all required insurance, including liquor liability insurance when serving alcohol. All labor supplied by fair staff to setup and/or takedown tables, chairs and other accessory equipment, specifically used for a catered event, will be charged to Permittee at established rates.

Stat. Auth.: ORS Ch. 565.060

Hist.: 2FC 2-1983, f. & ef. 11-22-83; FEC 4-1992, f. & cert. ef. 12-17-92

**622-020-0147**

**Security**

Permittee will be required to hire a specified number of security personnel from Fair’s approved security contractor list at the established rate.

Stat. Auth.: ORS 565.060

Hist.: 2FC 2-1983, f. & ef. 11-22-83; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91; FEC 4-1992, f. & cert. ef. 12-17-92

**622-020-0148**

**Parking**

For certain events held at the Oregon State Fairgrounds or Salem Armory Auditorium, a daily fee of not more than \$2 per vehicle may be assessed. Parking fees will be retained by the Oregon State Fair and Exposition Center.

Stat. Auth.: ORS 565.060

Hist.: FEC 1-1989, f. & cert. ef. 1-18-89; FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0149**

**Submission of Event Set-Up Requirements**

Permittee is required to submit floor plans, equipment orders, electrical orders, and any other instructions to State Fair Set-Up Staff in writing no later than ten (10) working days prior to event move-in, and any changes to above instructions must be provided in writing no later than five (5) days prior to event move-in. Failure to do so may result in penalty fees in the amount of \$25 per occurrence. If changes must be made after set-up has already been completed, Permittee may be billed according to rates listed under “Miscellaneous” in **Exhibit 1** for labor and/or labor and equipment to re-set.

Stat. Auth.: ORS 565.060

Hist.: FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0150**

**Discounts**

(1) Agencies of the State of Oregon will be given a 10% discount on rental of facilities and equipment when event is held on Tuesdays, Wednesdays, or Thursdays.

(2) Permittees renting two or more buildings during an event will be given a 10% discount on facilities rental fees (not including equipment).

Stat. Auth.: ORS 565.060

Hist.: FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**622-020-0151 Long Term Contracts**

Permittees may secure event dates for multiple years by signing letter of intent for such and paying a \$100 deposit for each year’s dates. Such deposit shall be forfeited should cancellation of an event occur.

Stat. Auth.: ORS 565.060

Hist.: FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

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**622-020-0152**

**Facility Rate Increases**

In September of 1992, 1993, and 1994 rates for buildings and facilities as stipulated above are subject to increase according to the Consumer Price Index as stated by the U.S. Department of Labor Bureau of Labor Statistics, Ph: (503) 326-4132, as available in February of that year.

Stat. Auth.: ORS 565.060

Hist.: FEC 2-1991, f. 5-15-91, cert. ef. 9-1-91

**DIVISION 30**

**ADVERTISING, CANVASSING, OR SOLICITING**

**622-030-0005**

**Advertising, Canvassing, or Soliciting — Fairtime**

(1) No advertising, canvassing, or soliciting, and no dissemination of written materials is permitted within the fenced-in portions of the Oregon State Fair and Exposition Center property, and the air space above, except by persons exhibiting as lessees under exhibit space agreements signed by the Oregon State Fair and Exposition Center.

(2) No person or group shall use the properties of the Oregon State Fair and Exposition Center to advertise products, goods, or services of a commercial nature, or solicit funds without the expressed written consent of the Oregon State Fair and Exposition Center. Canvassing, or soliciting, and dissemination of written materials of a non-commercial nature is permitted on the Fair parking lot and on other property of the Oregon State Fair outside the fenced-in portions of the Oregon State Fairgrounds. Such activities must be conducted in accordance with the following conditions:

(a) Parking lot entrances, exits, and travel lanes must not be obstructed. Interference with traffic flow and with the duties of traffic attendants is prohibited;

(b) The use of land vehicles is prohibited, except that non-commercial advertisements securely attached to the body of the land vehicle are permitted. Use of air vehicles is prohibited. Use of land vehicles as platforms or other temporary or permanent structures or platforms is prohibited;

(c) A person conducting such activity shall not place pamphlets, leaflets, or other material in or on vehicles. Such activity must be conducted with pedestrians only, after vehicles have been parked and exited;

(d) Loudspeakers and other sound devices are prohibited;

(e) Activity causing a crowd to gather is prohibited if pedestrian or vehicular traffic is obstructed or impeded;

(f) Activity conducted within twenty feet of an admission gate or ticket booth is prohibited;

(g) Active obstruction of a Fair employee, contractor, subcontractor, agent or visitor's line of travel or active detention of a Fair employee, contractor, subcontractor, agent or visitor against his will is prohibited;

(h) Abusive language and actual or threatened physical harm directed against a Fair employee, contractor, subcontractor, agent or visitor is prohibited.

(3) Any person or group canvassing, soliciting or disseminating materials covered by this administrative rule must fill out a registration form and submit it along with a copy of each item to be distributed, petition to be signed, or any other materials to be used to the Oregon State Fair and Exposition Center, 2330 17th Street N.E., Salem, OR 97310, at least 24 hours prior to such canvassing, soliciting or dissemination of material. Materials not submitted at least 24 hours in advance shall not be used.

(4) Any person or group who places, or allows the placement of pamphlets, leaflets, or other material in or on vehicles or advertises or solicits funds without the expressed written consent of the Oregon State Fair and Exposition Center, will be subject to a \$100 fine for each occurrence.

Stat. Auth.: ORS 565.060

Hist.: 2FC 86(Temp), f. & ef. 8-31-76; 2FC 87(Temp), f. & ef. 9-2-76 thru 12-30-76; 2FC 89, f. & ef. 4-22-77; 2FC 4-1978, f. & ef. 7-18-78; FEC 3-1989, f.

8-3-89, cert. ef. 8-4-89; FEC 5-1992, f. & cert. ef. 12-17-92; FEC 2-1993, f. & cert. ef. 7-22-93

**622-030-0010**

**Advertising, Canvassing, or Soliciting — Non-Fairtime**

(1) No advertising, canvassing or soliciting, and no dissemination of written material is permitted on the property of the Oregon State Fair and Exposition Center, except in areas under the control, and rented by, a permittee(s). All such activity must be approved by the Permittee(s) and confined to the areas within and/or adjacent to the facilities under the permittee control. These areas include, but are not limited to, exhibit halls, barns, entrances, walkways and areas adjacent to such areas.

(2) Persons or groups are not prohibited from advertising, canvassing or soliciting on public sidewalks located on 17th Street, Silverton Road, Evergreen Avenue, or Sunnyview Avenue, however, their activities may be restricted by city ordinance if such activities disturb the public peace, impede pedestrian, or vehicular traffic or create a public disturbance.

(3) Persons or groups are not prohibited from renting space in available facilities, outside the control of other permittee(s), for the purpose of advertising, canvassing or soliciting. Available facilities do not include public parking lots used or available for use during other activities or events.

Stat. Auth.: ORS 565.060

Hist.: FEC 5-1992, f. & cert. ef. 12-17-92

**DIVISION 45**

**COMMERCIAL EXHIBIT SPACE**

**622-045-0000**

**Definitions**

(1) The Oregon State Fair offers to individuals, organizations, companies, and associations the privilege of occupying certain locations on the Oregon State Fairgrounds during each annual State Fair under certain conditions and for certain fees. Such locations are called "Commercial Exhibit Space".

(2) Individuals, organizations, companies, or associations occupying such locations are called "Commercial Exhibitors" (Exhibitor).

(3) "Credentials" are the permits issued to Exhibitors to allow them admission to the parking lots and gates of the Fairgrounds.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

**622-045-0005**

**Exhibit Space Assignment and Payment Process**

(1) On or about February 1 of each year a Commercial Exhibit Space Application and Contract along with an informational booklet will be mailed to all exhibitors who exhibited the previous year and any others who have indicated an interest in exhibiting at the Oregon State Fair. The Application and Contract will serve as both application and contract. Exhibitors shall return both signed copies of the Application and Contract to the Oregon State Fair at the time indicated in the informational booklet.

(2) All items displayed or sold at the Oregon State Fair must be approved in advance by Fair Management. Items not listed on the Exhibit Space Application and Contract will not be allowed. Those who have not exhibited at the Oregon State Fair before will be required to include a photograph (or if no photograph is available, a complete written description) of their exhibit along with application.

(3) State Fair will attempt to honor all preferences for space taking into consideration:

(a) The number of years an Exhibitor has exhibited at the Oregon State Fair;

(b) The date the application form was received; and

(c) The compatibility of various exhibits with one another;

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(d) Notwithstanding the above, Oregon State Fair reserves the right to assign space as it is deemed beneficial to the Oregon State Fair and Exposition Center.

(4) When all exhibit space has been sold, Exhibitor will be placed on a waiting list. As space becomes available, Exhibitors will be notified on a first-come, first-served basis, taking into consideration types of exhibits already procured.

(5) Upon receipt of the application from Exhibitor by the State Fair, space will be assigned, if possible, and assigned space number(s) indicated on the application. The application will be signed by the Exhibit Space Coordinator and returned to Exhibitor as the contract. The contract will become valid only upon the Oregon State Fair's receipt of payments as indicated on the contract. Payments not made on time will result in the contract being cancelled. No exhibitor will be allowed to move into his booth without full payment of exhibit space fees and additional electrical fees if required.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92

#### **622-045-0010**

##### **Exhibit Space Fees**

Exhibit space fees for the use of commercial exhibit space at the Oregon State Fair shall be established as follows:

(1) Columbia Hall: 10' x 10' Center Booth, \$950 per booth; 10' x 10' Corner Booth, \$1,150 per booth.

(2) Central Canopy Area:

(a) Under Fair-provided canopy: 10' x 10' Center Booth, \$750 per booth; 10' x 10' Regular Corner, \$800 per booth; 10' x 10' Prime Corner, \$900 per booth;

(b) Bulk Space, no covering provided by Fair: 10' x 10' Corner Bulk, \$400 per booth; 20' x 20' Regular Bulk, \$1,400 per booth; 20' x 20' Corner Bulk, \$1,600 per booth; 20' x 30' Regular Bulk, \$2,100 per booth; 20' x 30' Prime Regular Bulk, \$2,400 per booth; 20' x 30' Prime Corner Bulk, \$2,700 per booth; 30' x 30' Prime Corner Bulk, \$4,050 per booth.

(3) East Cascade Area:

(a) Under Fair-provided canopy: 10' x 10' Center Booth, \$750 per booth; 10' x 10' Prime Corner, \$900 per booth;

(b) Bulk Space, no covering provided by Fair: 10' x 20' Corner Bulk, \$800 per booth; 20' x 20' Regular Bulk, \$1,400 per booth; 20' x 20' Corner Bulk, \$1,600 per booth; 20' x 20' Prime Corner Bulk, \$1,800 per booth.

(4) West Cascade Area:

(a) Under Fair-provided canopy: 10' x 10' Prime Corner, \$900 per booth; 10' x 10' Center booth, \$750 per booth;

(b) Bulk Space, no covering provided by Fair: Various sizes at \$3.50 per square foot.

(5) Miscellaneous Outside Space, various locations and sizes, no covering provided, \$3.50 per square foot.

(6) Manufactured Home Spaces, various locations and sizes, \$2.50 per square foot.

(7) Each exhibitor will be limited to four spaces at the regular rate. Should an exhibitor wish to have more than four spaces, subsequent spaces will be at 1-1/2 times the regular rate. Exhibitors having more than one 10' x 10' space in Columbia Hall will be limited to 50% of the space in corners.

**EXAMPLE:** If an exhibitor has four spaces, only two of them may be corner spaces; if he has two spaces, only one of them may be a corner.

(8) The above prices include:

(a) Space — Use of space for 12 days;

(b) Electricity as described in OAR 622-045-0100;

(c) Admission Credentials as described in OAR 622-045-0110;

(d) Parking Credentials as described in OAR 622-045-0110.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93

#### **622-045-0012**

##### **Electrical Fees**

The following rates shall be established for the use of

electrical power required by Exhibitor in addition to power provided by State Fair with exhibit space fee:

(1) One outlet up to 1,000 watts (120v), \$45 each;

(2) One outlet up to 2,000 watts (120v, 20 amps), \$90 each;

(3) One outlet — 220 volts — up to 20 amps, \$60 each;

(4) One outlet — 220 volts — 20 to 30 amps, \$80 each;

(5) One outlet — 220 volts — up to 50 amps, \$100 each;

(6) Service charge if Exhibitor Electrical Order Form is not received in State Fair office by between August 1-6, \$50; August 7-13, \$100; and on or after August 14, \$150.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93

#### **622-045-0020**

##### **Exhibit Space Regulations**

Payment and Refund Policy:

(1) For Applications Received On or Before April 1: A 50 percent deposit will be due no later than 5 p.m. April 15. Remaining 50% will be due by 5 p.m. June 15.

(2) For Applications Received After April 1: A 50 percent deposit will be due no later than 5 p.m. April 15 or two weeks after contract issuance, whichever is later. Remaining 50 percent will be due by 5 p.m. June 15. Contracts signed after June 15 will require full payment within two weeks after contract issuance. Contracts signed in August will require full payment upon signing contract.

(3) Exhibitors cancelling space once a deposit has been made will be entitled to a 50 percent refund of any monies deposited up to 5 p.m. on the Friday two weeks prior to opening of the Fair. There will be no exceptions to this policy. The maximum refund available will be 50 percent of monies deposited for cancellations prior to two weeks before the Fair.

(4) The Fair and/or the State of Oregon 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 contract or otherwise caused by the Exhibitor, and shall have the right to distraint such property or any part of it without process of law, and may appropriate any or all such as its own to satisfy any such claim.

(5) In the event the Exhibitor fails to comply in any respect with the terms of the Exhibit Space Contract, all payments for this 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.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

#### **622-045-0025**

##### **General Rules**

(1) Sound devices, including but not limited to speakers, organs, pianos, radios, are subject to approval of State Fair and if allowed, must be controlled so as not to interfere with others. The privilege for use of such sound devices may be revoked at any time.

(2) Exhibitors must have at least one person in attendance at their exhibit at all times event is open to public, and must care for and keep in good order the space occupied by them, taking every precaution against possible injury to visitors, guests, or employees.

(3) The Exhibitor shall not assign or sublet said space, or any part thereof, without the written and duly signed consent of the Fair.

(4) By order of the State Fire Marshal, smoking is prohibited in booths or inside buildings.

(5) No food or beverage may be given away without the Fair's written consent as such acts conflict with concession rights held by others. Exhibitors expecting to dispose of samples and gift items must obtain permission to do so before the Fair opens.

(6) Placing of advertising material on or in automobiles on the Fairgrounds is specifically prohibited and no permission for

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such distribution will be granted under any circumstances.

(7) No canvassing or solicitation except by exhibiting firms is allowed. Canvassing or demonstration of exhibit must be confined to the Exhibitor's assigned space and in no case may extend to any other part of the grounds.

(8) Advertising materials, such as those of tobacco and soft drink manufacturers, are prohibited except by specific permission of the Fair Director. Advertising of candidates for office may be displayed only in a booth rented for that purpose.

(9) The State Fair reserves the right to refuse exhibits which would in any way detract from the dignity of the Fair, and to refuse space when deemed unsuitable by the Director for economic reasons.

(10) The State 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 State Fair, is objectionable, illegal, interferes with the performance of other exhibitors, creates a health, safety, or fire hazard, or violates any rules stated herein.

(11) Exhibitor shall comply with those laws, rules and regulations and codes of the State of Oregon, Marion County, City of Salem, and the Fair that may include but not be limited to Workers' Compensation, insurance, health and safety, fire, construction, and utilities.

(12) It is mutually understood and agreed that no alteration or variation of the terms of the contract shall be valid unless made in writing and signed by the parties and that no oral understandings or agreements not incorporated therein and no alterations or variations of the terms thereof, unless made in writing between the parties thereto, shall be binding on any of the parties thereto.

(13) The decision of the Fair Director, in his official capacity, or his representative, must be accepted as final in any disagreement between Exhibitors.

(14) All matters not covered in the contract are subject to the decision of the Fair Director, in his official capacity, or his representative, which shall be final.

(15) The contract is not binding upon the State or the Fair until it has been duly accepted and signed by its authorized Fair Director, or his representative, and payment received per the terms of the contract.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93

#### 622-045-0030

##### Rules of Conduct

(1) All Exhibitors are expected to conduct themselves in a professional manner and according to the rules of the contract. Any unruly conduct, refusal to follow rules, or use of foul language to Fair patrons or Fair personnel will be considered grounds for expulsion from the Fair. Such Exhibitors will not be invited to return to subsequent Fairs.

(2) Resale and/or misuse of credentials by Exhibitors, their agents, family members, or any other person will result in immediate expulsion with no refund, monetary fines, and the Exhibitor will not be allowed to return to subsequent Fairs.

(3) All Exhibitors will be required to keep their booths open all 12 days of the Fair during all official Fair hours.

(4) The Oregon State Fair provides a service to both Exhibitors and Fairgoers. It is State Fair's policy to maintain clean facilities, neat grounds, and respect for Fairgoers. Exhibitors shall provide the same respect for Fairgoers as well as fellow Exhibitors. State Fair retains the right to remove any Exhibitor and his exhibit from the Fairgrounds if he does not comply with the signed Exhibit Space Contract and written rules.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93

#### 622-045-0035

##### Exhibitor Move-In

(1) Exhibitors may move in to booth spaces on the dates and hours specified in the yearly exhibit space packet. All booths must

be installed and ready for business no later than 9:00 a.m. on opening day. Vehicles will be permitted on the grounds during set-up of booths for unloading only. State Fair reserves the right to demand grounds removal of vehicles from any area.

(2) All Exhibitors must report to the Exhibits Coordinator to verify space assignments prior to booth set-up. Should Exhibitor set up in wrong booth, he agrees to move to his proper location at his own expense and without protest. Further, he agrees to pay any contracted decorator for the transfer of any installed decorations, unless the decorator failed to follow his instructions.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92

#### 622-045-0040

##### Booth Furnishings

(1) 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 Oregon State Fire Marshal who may demand removal of untreated materials. Exhibitors will receive Fire Marshal Regulations as provided by the State Fire Marshal's Office. Questions concerning the flame resistance of materials to be used in booths should be referred to the State Fire Marshal's Office, Phone: (503) 378-3473. Rugs or mats are suggested floor coverings for the exhibit booths. Painting of floors is prohibited. Exhibitors shall not deface 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 State Fair.

(2) All extension cords must be of the three-wire #14 ground, hard usage type. No. 2-wire extension wiring will be allowed. All extension wiring must be protected from physical damage.

(3) The height 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).

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93

#### 622-045-0045

##### Exhibitor Clean-Up

(1) At the end of each day during Fairtime, each Exhibitor is responsible for the clean-up of his exhibit area. Trash shall be placed in the aisle or concourse and the night clean-up crew will remove it. Fair personnel will not enter exhibit area.

(2) Any Exhibitor using food for demonstrations such as slicers, cookware, blenders, etc., must provide a waterproof, covered container to hold refuse, thus preventing leakage onto the floor or into other Exhibitors' booths. Each Exhibitor will be responsible for emptying his own container daily or more frequently as required. Exhibitor who has an exhibit that allows food, water, or refuse to leak onto the floor or into another Exhibitor's booth will be subject to a \$25 cleaning fee for each occurrence and after the second occurrence will be subject to expulsion from the Fairgrounds without refund.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

#### 622-045-0050

##### Cardboard Recycling

Containers designated solely for the placement of cardboard will be located in strategic areas convenient to the exhibit booths. Exhibitors shall break down and place cardboard in these containers.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

#### 622-045-0055

##### Vehicle Access to Grounds

Exhibitors will have vehicle access to the grounds prior to opening day of the Fair. During Fairtime, all vehicles required to serve exhibit booths may enter grounds between 7 a.m. and 9 a.m. Vehicles found on the grounds after 9 a.m. may be towed to

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impounding area at owner's expense. No vehicles are permitted inside Fairgrounds after 9 a.m. because of pedestrian traffic, 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 a.m. to remove any items sold for delivery. Exhibitors will bring vehicles onto the grounds *only* through the Red Gate located between the Jackman-Long Building and Columbia Hall on 17th Street.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93

#### **622-045-0060**

##### **Exhibitor Access**

(1) Exhibitors will be allowed access to exhibit building no earlier than 8 a.m. each Fair day. Access to Columbia Hall will be through the main entrance on the south side. Lights will be turned out and buildings 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.

(2) Outside Exhibitors in the canopies, bulk, miscellaneous, and manufactured home spaces will also observe the above time schedule. Access to grounds will be through the Red Gate between Columbia Hall and Jackman-Long Building.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93

#### **622-045-0065**

##### **Exhibit Removal**

Exhibits may be removed after 10 p.m. on closing day. All exhibits must be removed from the fairgrounds by 5 p.m. the day following closing day. 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 containers provided by the Fair. Any articles or materials not removed from grounds by 5 p.m. the day following closing day of the Fair will become the sole property of Fair. Fair reserves the right to dispose of such property in any manner it deems in the best interest of the Fair.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

#### **622-045-0070**

##### **Novelties**

Novelty Contractor has exclusive rights to inflated devices. Exhibitors may sell or distribute non-inflated toy balloons or other generally accepted items distributed in commercial exhibit booths such as t-shirts, posters, etc.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

#### **622-045-0075**

##### **Rides, Games, Shows**

State Fairs carnival contractor has exclusive rights to the operation of all rides, games, and/or shows. These are defined as activities where the fairgoer is charged a fee to participate by riding on a piece of equipment, playing a game, or viewing a show or exhibit. It is the Exhibitors responsibility to gain approval from State Fair Management prior to conducting such an activity. Once approval has been received from State Fair, Exhibitor will need to gain approval from and pay any negotiated fees to carnival contractor. The decision of the State Fair Director shall be final in the determination of whether or not a proposed activity falls under this category.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

#### **622-045-0080**

##### **Official Fair Decorator**

State Fair contracts with an Official Fair Decorator. This company has exclusive rights to provide exhibitor services including the rental of furniture (including tables and chairs), floor

coverings, decoration materials, canopies, forklift assistance, and other such equipment and services as may be required by the Exhibitor. Exhibitors have the option of bringing their own such equipment, but installation of any of the above must be done by Exhibitor or Official Fair Decorator. Outside companies may not come onto the Fairgrounds to do such installation. Official Fair Decorator will mail pre-fair ordering information to all exhibitors.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93

#### **622-045-0085**

##### **Deliveries to Fairgrounds**

The Fair will not accept freight as storage facilities are not available. Freight may be shipped pre-paid to the Official Fair Decorator if arrangements are made in advance using an order form provided by the Decorator. Any freight shipped to the Fair will be refused and returned to sender. Likewise, State Fair will not sign for items delivered UPS. UPS delivers daily to a central area on the fairgrounds where exhibitors may go to sign for their packages. Mail or packages delivered by U.S. Mail during Fairtime must have space number clearly marked on outside of package.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92

#### **622-045-0090**

##### **Exhibitor Parking**

Parking for commercial exhibitors who hold exhibitor parking permit(s) will be located in the Aqua (gravel lot in front of the trailer park on west side of 17th Street) and Green (Oak Grove on west side of 17th Street) parking lots on a first come, first served basis. Should the lots become full, exhibitor parking permits will allow access to the general parking lots. The exhibitor parking permit may be used on one 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. Space is available for parking cargo trailers, trucks, etc. that are being used to store stock for booths for an additional fee of \$90 for under 28' in length and \$180 for 28' and over. Overnight sleeping is not allowed in this area. Exhibitors will receive complete instructions concerning exhibitor parking in their credentials packets prior to move-in.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93

#### **622-045-0095**

##### **Recreational Vehicles**

Space is available for parking of self-contained recreational vehicles (RV's) in various parking lots at the rate of \$7.50 per day for RV's under 28' and \$15 per day for RV's 28' and over. Upon arrival at Fair, Exhibitor shall check with parking personnel who will direct Exhibitor to appropriate parking area. Available on first-come, first-served basis — No reservations taken.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93

#### **622-045-0100**

##### **Electrical**

Each inside, canopy, bulk, miscel-laneous, and manufactured home space will be provided with one regular household outlet (1,000 watts total) at no additional charge. Any other outlets as required by Exhibitor for lights, heating, or power must be purchased at rates established on the Electrical Services Order Form, with form being returned to Fair no later than July 31. 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 he is entitled to, thus causing power overloads in exhibit areas, said Exhibitor will be required to

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purchase additional electrical facilities as needed for proper operation of equipment (and pay the appropriate penalty fee per the Electrical Services Order Form), or reduce amount of power being used. Exhibitor may be limited to two 50-amp outlets in any one combined exhibit location depending on power availability.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92

**622-045-0105**

**Water**

Limited water service is available within exhibit hall, either within the restroom areas or at selected hose bibs within the hall. Water requirements for outside space are available only from hose bibs next to fixed buildings or within landscaped areas. Special requirements for water cannot be honored as the Fair has no facility for special plumbing or hose attachment. It is recommended that Exhibitors with requirements for water provide own hose hookup. Hose hookups must be removed prior to Fair hours.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

**622-045-0110**

**Credentials**

Exhibitors will receive credentials for the purpose of staffing booth as follows: 10' x 10' Inside Space and 10' x 10' Canopy Space — 48 daily passes and one season exhibitor parking permit per each 10' x 10' Space; Bulk Outside Space — 96 daily passes and two season exhibitor parking permits; Miscellaneous Outside and Manufactured Home Spaces — 48 daily passes and one season exhibitor parking permit if space fee is \$1,150 or less, 96 daily passes and two season exhibitor parking permits if space fee is over \$1,150. Additional exhibitor discounted daily admission passes may be purchased from the Credentials Office at \$4.50 each (refunds not available on unused passes). Exhibitor may purchase season general admission passes and daily or season parking permits at the established rates. Additional exhibitor parking permits may not be purchased. Credentials must be picked up at the Credentials Office located on the west side of the Jackman-Long Building on the established dates and hours. Credentials will not be mailed.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93

**622-045-0115**

**Labor**

Fair is not responsible, nor will it arrange to provide, any kind of labor for the installation, removal or servicing of any exhibit space. It is recommended that Exhibitors needing to use local labor contact Oregon State Employment Office, 675 Union N.E., Salem, OR 97310, Phone: (503) 378-4845.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92

**622-045-0120**

**Telephone Service**

Telephone service is available in most exhibit areas. Exhibitors wishing telephones in booths must order same by calling U.S. West at (503) 242-3384.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91; FEC 1-1992, f. 4-21-92, cert. ef. 4-22-92; FEC 1-1993, f. 3-25-93, cert. ef. 3-26-93

**622-045-0125**

**Fire Marshal Regulations**

All Exhibitors will be required to abide by rules and regulations as set forth by the Oregon State Fire Marshal's Office. Deputies of the State Fire Marshal will be on the Fairgrounds during move-in days as well as Fair days to inspect booths and may demand removal of any exhibits not conforming to rules. A

separate sheet outlining Fire Marshal Regulations shall be provided to Exhibitor. Such regulations must be posted in each exhibit booth by Exhibitor.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

**622-045-0130**

**Insurance**

(1) Any Exhibitor desiring insurance upon his exhibit must place same at his own expense. Fair will not be responsible for the safety of exhibits against theft, fire, robbery, accident, or any other destructive cause, or for any injury that may arise to the public in the leased area, or to the Exhibitors or their employees while on the Fairgrounds.

(2) The Exhibitor agrees to indemnify and save harmless the State of Oregon, the Fair, their officers, agents, and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury, or loss to any person or persons, including but not limited to persons to whom the Exhibitor may be liable under any Workers' Compensation Law and the Exhibitor himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares, or merchandise, caused by, arising out of, or in any way connected with the exercise by the Exhibitor of the privileges granted herein.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

**622-045-0135**

**Security**

Fair security personnel will be on duty during established dates and hours before, during, and after Fair dates. Fair will exercise all reasonable diligence in protecting property of Exhibitors, but will not be responsible for articles lost by fire, theft, or mysterious disappearance.

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

**622-045-0140**

**Fair Attendance**

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

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

**622-045-0145**

**Rain Policy**

State Fair cannot stop the Rain from falling out of the sky. In the event that it should rain, State Fair will make reasonable effort to prevent the water from pooling. All Exhibitors should be aware that in Oregon there is a 99% chance of rain during the Fair. Signing of Exhibit Space Contract indicates acceptance of that possibility. There will be no refunds and all booths will be expected to remain open should it rain. (It is suggested that outdoor exhibitors build their booths up on raised floors to avoid pooled water should it rain.)

Stat. Auth.: ORS 565.060

Hist.: FEC 3-1991, f. & cert. ef. 5-15-91

**DIVISION 50**

**DEFINITIONS, POLICY, AND PROCEDURES  
FOR PERSONAL SERVICE CONTRACTS  
AND CONTRACTS FOR SERVICES**

**622-050-0000**

**Purpose and Statutory Authority**

(1) Purpose. These rules prescribe definitions, policy and procedures for the Oregon State Fair and Exposition Center to follow and adhere to in securing work to be performed by independent contractors.

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(2) Statutory Authority. These rules are authorized by ORS 565.060.

Stat. Auth.: ORS Ch. 565

Hist.: FEC 1-1988, f. & cert. ef. 3-29-88

**622-050-0010**

**Introduction**

The Oregon State Fair and Exposition Center occasionally enters into personal service contracts and contracts for services to accomplish all or part of a project. This document sets forth definitions, policy and procedures to be followed and adhered to by the Oregon State Fair and Exposition Center for the selection of independent contractors for such contracts.

Stat. Auth.: ORS Ch. 565

Hist.: FEC 1-1988, f. & cert. ef. 3-29-88

**622-050-0020**

**Basic Policy**

(1) This procedure will be used in all cases except when the Director determines that an emergency exists which requires immediate action. Action taken as a result of an emergency will be subject to later confirmation.

(2) The Oregon State Fair and Exposition Center may contract with independent contractors to perform services when the specialized skills, knowledge, and resources are not available within the Center; when the work cannot be done in a reasonable time with the Center's own personnel; when an independent and impartial evaluation of a situation is required by an independent contractor with recognized professional expertise and stature in a specific field; or when it will be less expensive to contract for the work. Such contracts will be let only after approval by the Director.

(3) Contracts for the services of an independent contractor who is a member of the Public Employees' Retirement System and who is employed in another State Agency will normally be in the form of an interagency agreement. Exceptions may be granted by the Director when it is shown that such an agreement is impractical and that the work will be done strictly on the independent contractor's own time. Such exceptions will be processed as a regular contract.

(4) Except as provided in section (5) of this rule, the Director of the Oregon State Fair and Exposition Center shall not award a Contract For Services, as defined herein, in excess of \$1,000, without the prior approval of the Oregon State Fair Commission. If a Contract For Services requires an expenditure of \$10,000 or more, expenditure approval required by ORS 565.030(2)(b) shall be considered granted when the Contract is approved by the Oregon State Fair Commission.

(5) The Oregon State Fair Commission has delegated to the Director the authority to award certain types of Contracts For Services in excess of \$1,000 and/or authorize the payment of certain types of expenditures in excess of \$10,000, without the specific prior approval of the Oregon State Fair Commission provided:

(a) The Oregon State Fair Commission expressly delegates such authority to the Director at a regularly scheduled Commission Meeting; and

(b) The Director reports to the Oregon State Fair Commission at the next regularly scheduled Commission Meeting, those Contracts For Services in excess of \$1,000 and/or expenditures in excess of \$10,000 which were awarded or authorized by the Director, under such delegated authority, since the last regularly scheduled Commission Meeting.

Stat. Auth.: ORS Ch. 565

Hist.: FEC 1-1988, f. & cert. ef. 3-29-88; FEC 2-1988, f. & cert. ef. 6-16-88

**622-050-0030**

**Definitions**

(1) "Director" means the Director of the Oregon State Fair and Exposition Center.

(2) "Center" means the Oregon State Fair and Exposition Center.

(3) "Oregon State Fair Commission" means the Oregon State

Fair Commission as defined in ORS 565.020

(4) "Program Manager" means manager of a program, department or division within the Oregon State Fair and Exposition Center.

(5) "Independent Contractor" means an individual or firm that has been found qualified to do specified types of work for the Oregon State Fair and Exposition Center and with whom the Oregon State Fair and Exposition Center may contract.

(6) "Contract for Services" means a contract that calls primarily for a contractor's time and effort rather than for an end product. A Contract for Services does not include contracts for the purchase, lease, rental, manufacture, construction, or sale of personal property, public improvements or any tangible product. A contract that calls for a contractor's time and effort and includes provisions for materials, supplies and/or equipment will be considered a Contract for Services if the labor portion of the contract is considered to represent more than 50 percent of the total contract value. Contracts For Services, other than Personal Service Contracts, will be secured by the competitive bidding process required by ORS Chapter 279. Contracts for Services include personal service contracts.

(a) The following are Contracts for Services:

(A) Contracts for janitorial services;

(B) Contracts for security services;

(C) Contracts for advertising placement.

(b) The following are not Contracts For Services:

(A) Contracts for food concessions;

(B) Contracts for equipment repair and overhaul.

(C) Contracts for insurance;

(D) Contracts for services provided by another State Agency or local department of government as mandated or required by ORS, OAR or local ordinance, e.g., audit services performed by Secretary of State, legal advice rendered by Attorney General, purchasing assistance rendered by Department of General Services, payroll and accounting services provided by the Executive Department.

(E) Sponsor agreements;

(F) Interim lease agreements;

(G) Telecommunications services agreements;

(H) Utility services, e.g., garbage, electricity, water, sewer, natural gas, etc.;

(I) Rental of personal property, e.g. tractors, office equipment, tents, canopies, or decorations;

(J) Totalizator services;

(K) Construction or capital improvement contracts.

**EXAMPLES**

-1- The Center wishes to award a contract to provide matron services during interim events. The contractor is to provide matrons (employees) to clean restrooms, wash windows, vacuum floors, refill restroom dispensers, remove trash from garbage receptacles, etc. In addition to providing matrons, the contractor is to provide cleaning supplies, uniforms, brooms, mops, equipment (vacuum cleaner, rug shampooers, buffer, two-way radios, etc.). The contractor will invoice the Center monthly on an hourly basis for each matron. Estimated charges depend upon scheduled interim events, but should range between \$750 and \$2,000 monthly. The contract will be for 12-months at an annual cost of approximately \$18,000. Although the contract includes provisions for materials, supplies and equipment, this contract would be considered a "Contract For Services" since the contract calls primarily for the contractor's time and effort and the labor portion of the contract can be estimated to represent more than 50% of the total contract value. Approval by the Oregon State Fair Commission is required prior to the Center awarding the Contract.

-2- The Center wishes to award a contract to replace seven (7) heating units on Columbia hall at an estimated cost of \$20,000. A portion of the Contract requires the contractor to provide labor to reconnect the new units to an existing power supply and to remove the old units from the roof of the building and transport them to a predesignated location on the fairgrounds. The labor portion of the contract to reconnect the new units and to remove the old units from the roof is estimated to be approximately \$1,250. Although the labor portion of the contract exceeds \$1,000, this is not to be considered a "Contract For Services" since the Center is predominately purchasing personal property.

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Approval by the Oregon State Fair Commission is not required prior to the Center awarding the contract. (**NOTE:** Approval by the Oregon State Fair Commission is required prior to the Center authorizing an expenditure in excess of \$10,000).

-3- The Center wishes to award a contract to fertilize approximately three acres of lawn area at an estimated cost of \$1,250. The contractor is to supply all labor, materials (fertilizer), and equipment (tractor and spreader). The labor portion of the contract is estimated to be equal to or greater than the materials and equipment portion of the contract. Since the labor portion of the contract equals or exceeds the materials and equipment portion of the contract, the contract is considered a "Contract for Services" and requires Oregon State Fair Commission approval prior to the Center awarding the contract.

-4- The Center wishes to award a contract to rent various canopies, tents and ground decorations at an estimated cost of \$50,000. The Contractor is to supply all labor, materials and equipment to install and remove the canopies, tents and ground decorations. The labor portion of the contract is estimated at \$10,000. Although the labor portion of the contract exceeds \$1,000, this is not a "Contract For Services" since the Center is predominately renting personal property. Approval by the Oregon State Fair Commission is not required prior to the Center awarding the contract.

**NOTE:** Approval by the Oregon State Fair Commission is required prior to the Center authorizing an expenditure in excess of \$10,000).

(7) "Personal Services Contract" means a contract for services performed by an independent contractor in a professional capacity, including but not limited to the services of an accountant; attorney; architect; land use planning consultant; physician; veterinarian; registered engineer; appraiser; judge; show official; surveyor; aircraft pilot; photographer; data processing consultant; broadcaster; or similar contracts requiring the services of an independent contractor in a professional capacity. Personal Services Contracts may require the approval of the Budget and Management Division, Executive Department or the Purchasing Division, Department of General Services.

(a) The following are Personal Service Contracts:

(A) Contracts for services as an artist in the commercial, performing or fine arts area, including but not limited to, persons identified as photographers, film makers, painters, sculptors, performers, graphic designers, or art directors;

(B) Contracts for services of a specialized, creative and research-oriented, noncommercial nature;

(C) Contracts for services as a consultant;

(D) Contracts for educational and human custodial care services.

(b) The following are not Personal Service Contracts:

(A) Contracts, even though in a professional capacity, if predominately for a product, e.g., a contract with a landscape architect to design a garden is for personal services, but a contract to design a garden and supply all the shrubs and trees is predominately for a tangible product;

(B) A service contract to supply labor which is of a type that can generally be done by any competent worker, e.g., janitorial, security guard, crop spraying, laundry and landscape maintenance;

(C) Contracts for trade-related activities considered to be labor and materials contracts;

(D) Contracts for services of a trade-related activity, even though a specific license is required to engage in the activity. Examples are repair and/or maintenance of all types of equipment or structures.

(8) "Requests for Proposal" means the solicitation of competitive proposals, or offers, to be used as a basis for making an acquisition, or entering into a contract when specification and price will not necessarily be the predominant award criteria.

Stat. Auth.: ORS Ch. 565

Hist.: FEC 1-1988, f. & cert. ef. 3-29-88

**622-050-0040**  
**General**

(1) A file will be maintained for each Personal Services Contract or for Personal Services Contracts of a similar nature by program, division or department. The file shall contain a complete record of the actions involved in developing and administering the

contract or contracts including the following:

(a) Statement of justification for the contracts;

(b) Written justification for negotiation in lieu of competitive procurements when negotiation is used for personal service contracts in excess of \$2,500 per agreement per fiscal year;

(c) Methodology/rationale by which rates are established for contracts in excess of \$2,500 per agreement per fiscal year may include the following:

(A) A copy of the request for proposal;

(B) List of prospective contractors who were requested to submit proposals;

(C) Method used to advertise/notify other possible prospective contractors;

(D) A copy of each proposal;

(E) Method of evaluating proposals;

(F) Record of negotiations and results;

(G) How the contractor was selected including the basis for awarding the contract;

(H) Resulting contract, if awarded.

(d) All contracts of \$2,500 per agreement or less should include:

(A) The names of firms or individuals and cost estimates/quotations considered;

(B) The basis for selection of the contractor;

(C) How reasonableness of price was determined.

Stat. Auth.: ORS Ch. 565

Hist.: FEC 1-1988, f. & cert. ef. 3-29-88

**622-050-0050**

**Personal Service Contracts**

The following procedures and responsibilities shall be adhered to for Personal Service Contracts:

(1) Program Manager determines that work on a project requires the services of an independent contractor, in that specialized skills, knowledge, or resources are not available within the Center; that the work cannot be done in a reasonable time with the Center's own personnel; that an independent and impartial evaluation of a situation is required by a contractor with recognized professional expertise or stature in a specific field; that it will be less expensive to contract for the work; and that the services are those defined in OAR 622-050-0030(7).

(2) Program Manager discusses proposed contract and/or work to be performed with Director, if appropriate.

(3) Program Manager determines type of selection and screening procedures, prepares and advertises request for proposals, screens proposals, evaluates proposals and selects contractor.

(4) Program Manager completes Statement of Selection and Justification Form (See **Exhibit 1**.)

(5) Program Manager drafts contract in accordance with procedures adopted and approved

by the Budget and Management Division, Executive Department.

(6) If contract totals \$25,000 or more, Program Manager forwards draft of proposed contract to Attorney General for review of legal sufficiency unless contract form has previously been approved by Attorney General.

(7) Program Manager obtains contractor's signature on contract.

(8) Program Manager obtains Director's signature on contract.

(9) Program Manager forwards a minimum of three sets of the contract, a copy of the Statement Of Selection And Justification Form, and a copy of the contract file referenced in OAR 622-050-0040 to the Center's Business Manager.

(10) If contract exceeds \$1,000, Business Manager submits contract to Oregon State Fair Commission for approval.

(11) Business Manager forwards a minimum of three sets of the fully signed contract, one copy of the Statement Of Selection And Justification Form, and copy of Computer Input Form (See **Exhibit 2**) to the Budget and Management Division, Department of Administrative Services.

(12) When contracts are returned by the Executive Department, Business Manager forwards one fully signed copy to

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the Program Manager which initiated the contract.

(13) Program Manager forwards fully signed copy to contractor.

[ED NOTE: The Exhibits referenced in this rule is not printed in the OAR Compilation. Copies are available from the State Fair and Exposition Center.]  
Stat. Auth.: ORS Ch. 565  
Hist.: FEC 1-1988, f. & cert. ef. 3-29-88

**622-050-0060**

**Contracts for Services**

The following procedures and responsibilities will be adhered to for Contract for Services:

(1) Program Manager determines that the work on a particular project requires the services of an independent contractor in that specialized skills, knowledge, or resources are not available within the Center; that the work cannot be done in a reasonable time with the Center's own personnel; that an independent and impartial evaluation of a situation is required by a contractor with recognized expertise or stature in a specific field; or that it will be less expensive to contract for the work; and the services are those defined in OAR 622-50-030(6).

(2) Program Manager discusses proposed contract or work to be performed with Director, if appropriate.

(3) Program Manager follows procurement procedures adopted and approved by the Purchasing Division, Department of General Services.

(4) Program Manager forwards proposed contract to Center's Business Manager.

(5) If contract exceeds \$1,000, Business Manager submits contract to Oregon State Fair Commission for approval.

(6) Business Manager awards contract by issuing Purchase Order or Contract Release Order.

Stat. Auth.: ORS Ch. 565  
Hist.: FEC 1-1988, f. & cert. ef. 3-29-88

**DIVISION 55**

**BEHAVIOR ON FAIRGROUNDS**

**622-055-0005**

**Behavior on Fairgrounds**

(1) No person or group shall bring upon or cause to bring upon the fairgrounds bicycles, skate boards, roller blades, unauthorized vehicles, weapons, unauthorized animals, controlled substances, alcoholic beverages, glass containers or any other object or objects without the expressed written consent of the Director or his/her designee, or which in the opinion of the Director or his/her designee, may affect the safety and well-being of persons attending events at the fairgrounds.

(2) No person or group shall participate in loud, rude and/or unreasonable behavior; disturb the public peace; obstruct the use and enjoyment of any facility, area or event; act in a disorderly manner; or participate in any behavior or activity which in the opinion of the Director or his/her designee may affect the safety and well-being of persons attending events at the fairgrounds.

(3) Any person or group violating the above-referenced rules is subject to immediate removal from the fairgrounds.

Stat. Auth.: ORS 565.060  
Hist.: FEC 3-1992(Temp), f. 8-26-92, cert. ef. 8-27-92; FEC 6-1992, f. & cert. ef. 12-17-92

**DIVISION 65**

**GENERAL FEES**

**622-065-0001**

**Returned Checks**

The Oregon State Fair may assess a fee of \$15 for each personal or business check returned by our bank. The fee may be assessed in addition to any legal remedies the Oregon State Fair

may pursue to effect collection of the returned items.

Stat. Auth.: ORS 565.060  
Hist.: FEC 1-1991, f. & cert. ef. 5-15-91

**622-065-0002**

**VISA/MasterCard Returns**

The Oregon State Fair may assess a fee of \$15 for each VISA or MasterCard charge returned by our bank. The fee may be assessed in addition to any legal remedies the Oregon State Fair may pursue to effect collection of the returned items.

Stat. Auth.: ORS 565.060  
Hist.: FEC 1-1991, f. & cert. ef. 5-15-91

**622-065-0003**

**Late Payments**

The Oregon State Fair may assess a fee of 1.5% per month or portion thereof on any unpaid balances due the agency if not paid within 30 days of billing. The fee may be assessed in addition to any legal remedies the Oregon State Fair may pursue to effect collection of the late payments.

Stat. Auth.: ORS 565.060  
Hist.: FEC 1-1991, f. & cert. ef. 5-15-91

**622-065-0004**

**Illegal Parking**

(1) The Oregon State Fair has a responsibility to provide access to and from its facilities for users and emergency vehicles. Vehicles in no-parking zones; blocking exits, entrances, other vehicles, and fire zones; improperly parked; or parked in any manner that endangers the safety of people or property may be ticketed, towed, or impounded.

(2) Vehicles towed will be moved to another area of the Oregon State Fairgrounds. A fee of up to \$100 may be assessed to cover all charges associated with the tow.

(3) Vehicles impounded in place may be assessed a fee of up to \$25 to have the impound device removed.

(4) Vehicles ticketed may be assessed a fee of up to \$5 for the first offense, \$10 for the second offense, and \$25 for additional offenses in any twelve-month period.

(5) Vehicles with three or more parking offenses may be barred from the Oregon State Fairgrounds and the owner charged with trespassing.

(6) The fees may be assessed in addition to any legal remedies the Oregon State Fair may pursue to effect collection of the fees.

Stat. Auth.: ORS 565.060  
Hist.: FEC 1-1991, f. & cert. ef. 5-15-91

**622-065-0010**

**Photocopying Charges**

The Oregon State Fair may provide photocopies of Agency's public records for a copying fee of \$0.15 per single sided letter-sized copy or \$0.25 per double-sided copy. Legal size copies are \$0.20 and \$0.30, respectively. Ledger-sized copies (11" x 14") are \$0.50, single sided only, per page.

Stat. Auth.: ORS 565.060  
Hist.: FEC 1-1991, f. & cert. ef. 5-15-91

**622-065-0011**

**Facsimile Machine Usage**

The Oregon State Fair may make its facsimile machine available for public usage at rates not to exceed the following:

- (1) To Send: \$3 for the first page, \$1 per page thereafter.
- (2) To Receive: \$1 per page.

Stat. Auth.: ORS 565.060  
Hist.: FEC 1-1991, f. & cert. ef. 5-15-91; FEC 2-1993, f. & cert. ef. 7-22-93

**622-065-0012**

**Vehicle Access Fee**

The Oregon State Fair may assess fees of up to \$50 per vehicle for individuals or firms who are not exhibitors who require access to the grounds for commercial purposes between the Monday prior to the opening of the annual State Fair through

**Chapter 622   Oregon State Fair and Exposition Center**  
**OREGON ADMINISTRATIVE RULES   1997 COMPILATION**

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Labor Day.

Stat. Auth.: ORS 565.060

Hist.: FEC 1-1991, f. & cert. ef. 5-15-91