

VENDOR & EXHIBITOR AGREEMENT

THIS VENDOR AGREEMENT is made and entered into on this 30th day of July, 2024, by and between the Wasco Fair Board Fair Board, an agency of Wasco County, hereinafter referred to as "Fair Board", and Fine Designs, hereinafter referred to as "Vendor."

Whereas Vendor desires to use Wasco County fairground property for commercial use related to the Wasco Fair Board Fairgrounds such as rentals, merchandise sales and food sales; and

Whereas the Fair Board has accepted the Vendor's application and desires to set forth the term of the Agreement.

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. GRANT OF USE

A. The Fair Board for and in consideration of the agreements hereinafter stated, grants to Vendor for the purposes stated herein, the right, privilege, and duty to equip and operate, in the area as set forth in **Exhibit A** (the "Premises").

B. Vendor shall only use the Premises for the provision of services as set forth in **Exhibit B** (the "Vendor Authorized Uses"). Any unauthorized use of the Premises shall be grounds for immediate termination upon notice by the Fair Board.

2. USE OF PREMISES

A. Nothing in this Agreement shall be construed to grant to Vendor an exclusive right to any portion of County Property other than Vendor's personal property. Vendor shall not by virtue of this Agreement be deemed to have become the tenant of the County, or to have been given or accorded as against the County, the right to possess the Premises, or any portion thereof. Vendor shall be deemed merely to be a licensee, permitted to enter and use the described Fair Board premises solely for the purpose of exercising the rights and privileges granted in this Agreement.

B. Vendor shall maintain the Premises at its own expense in good condition and repair throughout the term of this Agreement. Vendor shall maintain the Premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. Vendor shall remedy without delay any defective, dangerous, unsafe, or unsanitary conditions.

C. Operation of the Premises shall be conducted in accordance with all applicable all federal, state and local government statutes, laws, and regulations. The Use of Premises shall comply with the Fair Board Rules and Regulations, as set forth in **Exhibit C**, which may be modified by the Fair Board orally or in writing as is reasonable and necessary to meet the intention of the Fair Board for this operation and the mission of the Fair Board.

D. Upon any termination of this Agreement, or at any other time determined by the Fair Board Rules and Regulations, Vendor shall immediately quit the Premises and shall have ____ hours within which to remove all personal property. Vendor shall restore the property to a condition at least as good as existed prior to commencement of this Agreement, reasonable wear and tear excepted. Any such property not so removed shall be deemed abandoned and shall become at once property of the Fair Board.

3. TERM

The term of this Agreement shall be for a period of 4 days, commencing on August 15, 2024 and ending at 5 p.m. on August 18, 2024.

4. PAYMENT

Vendor shall pay a percentage of sales as outlined in Exhibit B. Payment is due by September 15, 2024.

The acceptance of late payments by Fair Board shall not be deemed as a waiver of any other breach by Vendor of any term or condition of this Agreement.

5. INDEMNITY

Vendor shall indemnify, hold harmless and defend Wasco County and the Fair Board, its officers and employees, against all liability or loss, and against all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature based upon, caused by or arising out of the negligent acts, errors or omissions of Vendor, or violation of any statute, ordinance or regulation. Vendor shall also indemnify Wasco County and the Fair Board against all liability and loss in connection with, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Vendor employees, including any subcontractors, engaged this the performance of this Agreement.

6. INSURANCE

Vendor shall provide, at its own expense, liability insurance, issued by a responsible insurance company satisfactory to the Fair Board and licensed to do business in the State of Oregon. The insurance shall afford limits of liability of \$1,000,000 per occurrence for bodily injury and property damage liability combined with \$2,000,000 annual policy aggregate to protect the Fair Board against claims for injury and damages to persons and property occurring by reason of negligent acts of Vendor. The insurance policy shall name the Wasco County and the Fair Board, its elected officials, officers, agents, and employees as additional insureds. Coverage shall be primary and non-contributory with any other insurance.

Automobile Liability Insurance VENDOR shall, at its own expense, maintain automobile liability insurance with combined single limit of not less than \$1,000,000 (one-million dollars) each occurrence for bodily injury and property damage including coverage for owned, hired, or non-owned vehicles.

Vendor shall provide proof of such insurance to Fair Board not less than 14 days before the scheduled commencement of this concession. Each policy shall be underwritten to the satisfaction of the Fair Board.

7. ALCOHOLIC BEVERAGES

Except as approved by the Fair Board, sale of alcoholic beverages on the Premises is expressly prohibited. Violation of this section is subject to immediate termination of the Agreement at the discretion of the Fair Board.

8. CONTRACT NOTICE

Any notices required to be given or that may be given by either party to the other shall be deemed to have been given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

Vendor: _Fine Designs

Street Address: 16550 West Valley Hwy.

City/State/Zip: Tukwila, WA 98188

Phone#: 425.271.2866/206.235.3111

Email: *nw.office@finedesigns.com*

Wasco County Fair Board

511 Washington Street, Suite 101

The Dalles, OR 97058

541.506.2553

info@wascocountyfair.com

9. DISCRIMINATION

Vendor agrees that it will not discriminate because of race, religion, color, or national origin against any person by refusing to furnish any such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public.

10. TERMINATION

This Agreement can be terminated immediately by the Fair Board, upon written notice of said termination, for the following reasons: (1) failure to make payment within seven days of payment due date; or (2) failure by Vendor to observe or perform another provision of this Agreement. Either party may terminate this Agreement for convenience with at least 30 days written notice delivered to the other party.

11. ATTORNEYS FEES

If either party incurs attorney's fees (including attorney's fees incurred in any bankruptcy or administrative proceeding or in any appeal) as a result of a breach or default under the terms of this Agreement by the other, the party incurring attorney's fees shall be entitled to reimbursement. If any lawsuit is brought with respect to the enforcement of this Agreement, the prevailing party shall be entitled its reasonable attorney's fees and expenses.

Vendor: _____

Wasco County Fair Board

By: _____

Name:

Name:

Title: _____

Title: _____

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City/State/Zip: Tukwila, WA 98188

Phone#: 425.271.2866/206.235.3111

Email: nw.office@finedesigns.com

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Vendor: Fine Designs NW

By: Eduard Baranchuk
Name:

Wasco County Fair Board

S/D Kramer
Name:

Title: Fair Board President

Title: VP of Operations

Welcome to Fine Designs!

I am so excited to show you how our Merchandising System can maximize growth in 3 Key areas of your event:

1. EXPERIENCE

We bring 26 years of experience to the table, eliminating hassle and risk.

2. PROFITABILITY

Our innovative solutions will boost your bottom line and create new streams of revenue.

3. REPUTATION

We strongly support your event's reputation and help build long-term success and recognition.

We look forward to the opportunity of partnering with you.

OFFICIAL EVENT MERCHANDISING PROPOSAL

Date: July 24, 2024

PREPARED FOR

Wasco County
Ali Postlewait

alip@co.wasco.or.us
541.506.2553

PREPARED BY

Fine Designs
Oleg Guga
Owner/President

206.235.3111
oleg@finedesigns.com
FineDesigns.com



www.FineDesigns.com



WASCO COUNTY OFFICIAL SOUVENIR MERCHANDISING AGREEMENT WASCO COUNTRY FAIR

FINE DESIGNS AGREES TO THE FOLLOWING:

1. **Commission Payment Structure:** Wasco County is paid according to the following formula for the exclusive merchandising and novelty sales:
 1. For events generating sales over \$30,001:
30% of Gross Sales.
 2. For events generating sales between \$15,001 and \$30,000:
25% of Gross Sales.
 3. For events generating sales between \$7,001 and \$15,000:
20% of Gross Sales.
 4. For events generating sales between \$3,001 and \$7,000:
15% of Gross Sales.
 5. For events generating sales \$3,000 and below:
10% of Gross Sales.
2. **Optional Donated Apparel:** We will donate up to -----15 volunteer/staff Cotton T-shirts at no cost to Wasco County for each contracted event. Donated apparel includes the Official tournament logo on front with either "Staff" or "Volunteer" wording on the back. Additional Volunteer tees will be sold at the lowest wholesale cost of -----\$8.00 per item for 100% cotton tees.
3. **Sales Reports:** Fine Designs will provide a sales report following each scheduled event. It will include the amount to be sent by check to Wasco County as well as the sales total. Check to be mailed no later than 10 business days following each event.
4. **Logo Design:** We will provide all event logos, slogans and other decals at no charge. Fine Designs will work with Wasco County for an appropriate design for the event.
5. **Design Proof:** We will provide PROOF of ALL EVENT RELATED artwork to be used onsite with ample time for edits.
6. **Staff Manager:** We will assign one team manager to coordinate onsite sales for all events in the calendar year.



7. **Inventory:** We will provide a minimum of FIFTEEN (15) STYLES of garments for sale. (For larger spectator championships, Fine Designs will provide a more extensive selection of graphics and artwork). At Wasco County request Fine Designs can send a list of garment types and novelty items that will be offered for sale at the event.
 1. **Quantity:** We will have an adequate number of products on hand throughout the entire event so that everyone can benefit from the large selection of items and customization options.
 2. **Quality of Production:** All our products are guaranteed not to crack, peel, or bleed for up to 2 years from purchase.
8. **Quality of Presentation:** We will provide an attractive Sales Kiosk that will draw spectator and participant attention with colorful displays and graphics. All displays will be subject to review and approval of Wasco County.
9. **Professional Staff:** We will provide an adequate number of professionally trained sales staff onsite at each event for the agreed upon times.
10. **Wholesale Apparel & Products:** Additional staff, volunteer or bulk merchandise is available for purchase throughout the year at our lowest wholesale price. Contact us for a quote.

Wasco County AGREES TO THE FOLLOWING:

1. **Exclusive Souvenir Apparel:** Give exclusive distribution rights for imprinted Event logo on Designated Merchandise to Fine Designs only (no other entity will sell or give away event or sport related preprinted or customized apparel onsite; no other entity will have permission to have and/or operate a heat press onsite; no other entity will be able to customize event or sport related apparel in any way (printing, rhinestones, embroidery)) during the Event period on the premises where Even is taking place.
2. **Named Official Event Merchandiser:** Name Fine Designs the "Official Event Merchandiser" of Wasco County agreed events.
3. **Logo Property:** All data produced as a result of this program shall remain the sole property of the Wasco County.
4. **Provisions:** Wasco County is to provide prime sales location (space accommodations are to be agreed upon by both parties). Wasco County is to *use its best efforts* to provide 4 tables, electricity and tents (if applicable).



5. **Outside Vendors:** Wasco County agrees to seek approval from Fine Designs for any other vendors and/or suppliers to be allowed to sell any type of apparel, sports equipment, and/or novelties at any events covered as part of this partnership. The sale of the Official Event logo merchandise is exclusively limited to Fine Designs. In the event that Fine Designs grants approval, it is understood that Fine Designs will be granted its first choice of sales location(s) at each venue.
6. **Revenue Sharing:** If revenue sharing is required, Fine Designs shall not be responsible for providing any additional percentage or vendor fees to any third party. Wasco County will handle all responsibility and negotiations if revenue sharing is required.
7. **Apparel Marketing:** Wasco County agrees to properly market the onsite merchandise by sending E-mail blasts and social media plugs to promote Wasco County Official Custom Merchandise onsite. Wasco County also agrees to contribute creative ideas to promote the sales of official merchandise.



Both parties understand that this document is subject to revision if both parties mutually agree to modify it before or during the contract term. By signing this document, you agree with all the terms and conditions of this proposal and would like to step into a partnership agreement with Fine Designs.

Fine Designs Authorized Signature



SIGNATURE
Oleg Guga

*Oleg Guga
Owner/President
Not yet accepted
206.235.3111*

Wasco County Authorized Signature



SIGNATURE
Ali Postlewait

Ali Postlewait

*Not yet accepted
541.506.2553*

"I can't say enough about these guys... You WILL NOT find a better vendor..." - Mike Friello, AAU Tae Kwon Do



THE OVERALL EXPERIENCE



PLANNING

State-of-the-art technology utilized from start to finish



FUNDING

Apparel purchases, logo designs and everything in between



ART CREATION

Top designers create trending logos for your approval & full satisfaction



COLLECTIVE ART

Fun event-related slogans, numbers and places available for customization



EQUIPMENT

Tents, tables, banners, racks, generators, etc. All the set-up is on us



STAFFING

Trained, energetic and prepared sales staff ready to "WOW" customers



APPAREL VARIETY

Over 40 styles and colors strategically chosen to satisfy all groups & ages



CUSTOMIZING

1. Choose the color
2. Choose the size
3. Add logos to customize



SALES (POS)

All forms of payment are accepted & every dollar accounted for



ONLINE STORE

Mobile friendly site with customization options for pre- and post-orders



RISK-FREE

In absolutely every way. From staffing to cancellations, we take on all the risk



NO LEFTOVERS

Go green with our system that completely eliminates leftovers and waste



IN-HOUSE

Everything's in-house, no middleman or unexpected surprises



ADVERTISING

Posters, banners and email campaigns to grab attention and achieve results



QUALITY GUARANTEE

Prints will not crack, peel, or bleed - or your money back. Best quality in the industry



REPORTING

Detailed reports including logos and items sold are provided for your records



Wasco County
Ali Postlewait

all the hassle
off your shoulders



Fine Designs
Oleg Guga

WHAT IS YOUR TIME
WORTH?

ADEQUATE NUMBER OF STAFF = 600 SHIRTS/STAFF/HOUR

Strategically positioned for maximum service & sales

Takes about 6 Seconds to apply one logo



"Extremely pleased in all aspects of the work relationship." -
Peggy Miranda, Volleyball Tournament Director



Brands & Pro-Shops

Complimenting pro shops & working with existing brand agreements.

We're Local



Building relationships, trust and supporting the community.

Following Guidelines



Attention is given to every detail to protect your reputation.

Award Winning



Skilled designers who know what is trendy and in style.

White Label



Tailored solutions for your needs while working with you to meet your goals.

It's Not Only About the Shirts



Increasing prestige through consistent innovation for long-term success and event recognition.

PARTNER INTEGRATION

CUSTOMER SERVICE

BRAND GROWTH

REACH CAPACITY

Professional Sales Staff



All the qualities you want; trustworthy, energetic, caring and polite...

Yes, It's In Stock!



We've got it. Everyone gets a shirt that fits perfectly.

Been There, Done That



You're backed by 20 years experience with 45,000 events served.

Accessibility



Pre-sales, post-sales, phone, and web orders.

Expanded Market



Greater exposure to private and public audiences.

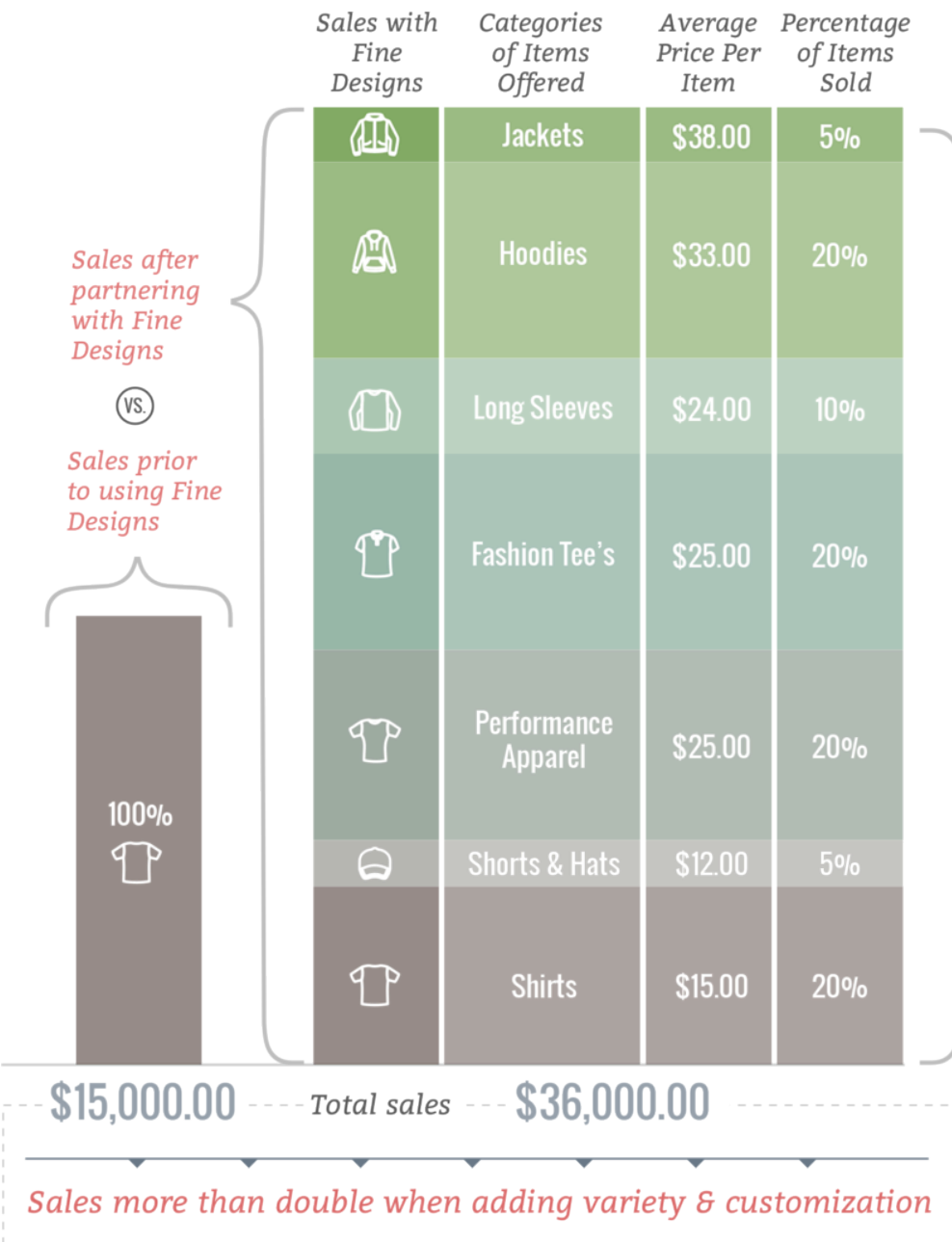
Marketing Package



We get the word out through web banners, flyers, posters, social media, emails and PA announcements.



PROFITABILITY



"The clothing sold really well and the artwork looked great ... It was a huge relief after last year's disaster with another vendor."

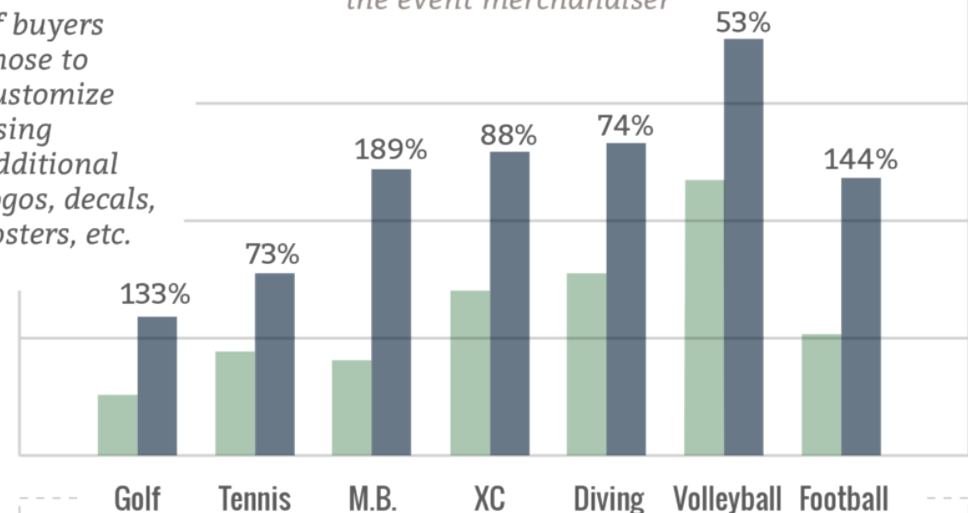
- Brian Thompson

Sales Growth

Information is taken from actual sales reports that clearly show significant growth when having Fine Designs as the event merchandiser

97%

of buyers chose to customize using additional logos, decals, rosters, etc.



Sales growth with no hassle or risk!



SOCIAL MERCHANDISE

EVER APPRECIATE
PERSONALIZED
HERE

Fine Designs
IMPRINT
SPORTSWEAR

CUSTOM T-SHIRT
OFFICIAL EVENT APPAREL

1. CHOOSE COLOR
2. CHOOSE SIZE
3. CUSTOMIZE

Each item is printed
instantly before your eyes

1. CHOOSE A COLOR
2. PICK LOGO DESIGN
3. ALL COMPLETE





OFFICIAL EVENT MERCHANDISE
Event Apparel

ULTRA

ULTRA

OFFICIAL EVENT MERCHANDISE
Event Apparel

ULTRA

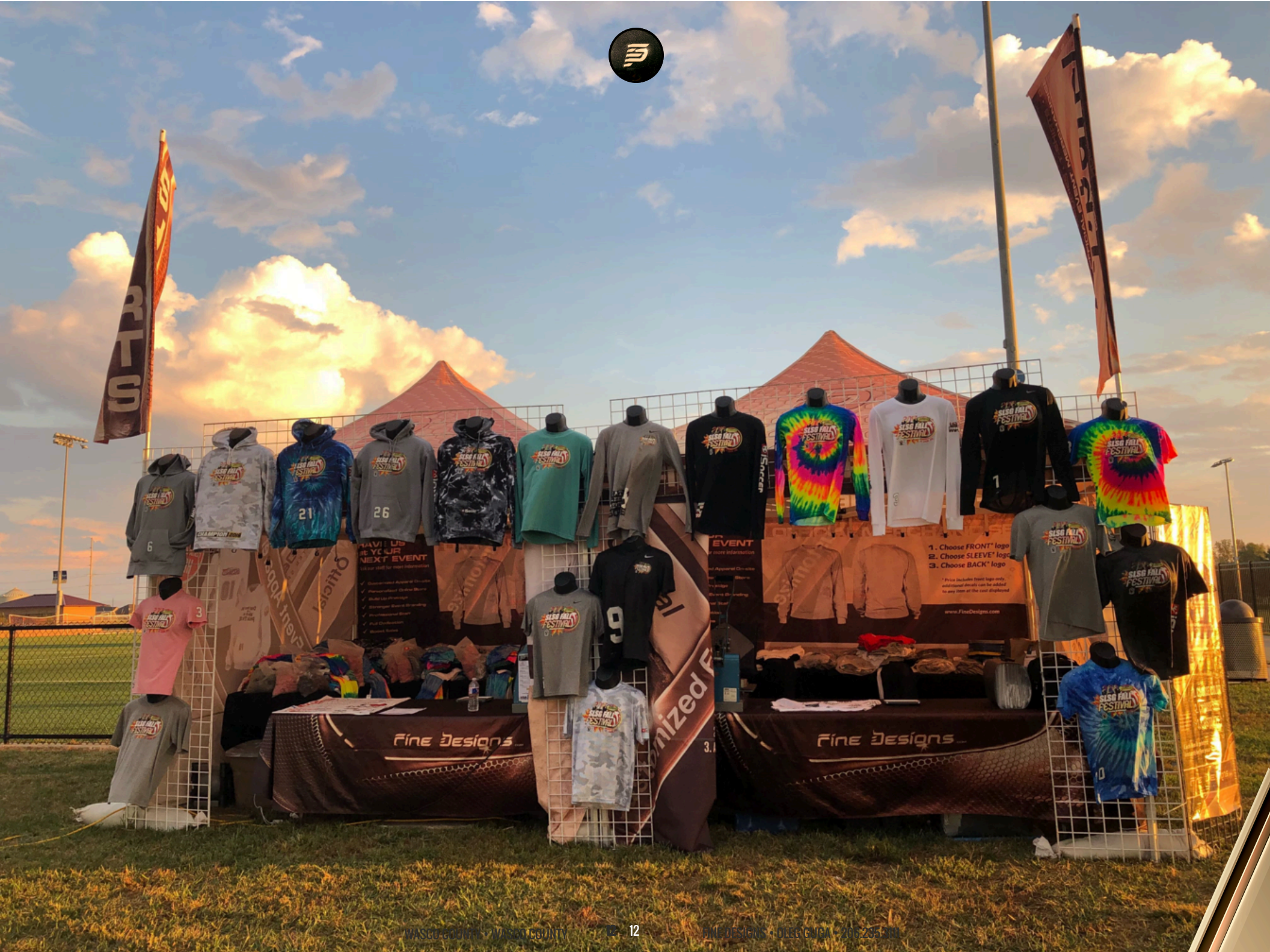
OFFICIAL
TOURNAMENT
APPAREL

OFFICIAL MERCHANDISE

Choose FRONT* logo
Choose SLEEVE* logo
Choose BACK* logo

Fine Designs















CHANDISE

VENT APPAR





2015 MANHATTAN INVITATIONAL





REFERENCE 1 - LISA MULDER

Fine Designs was a new and exciting concept to add to the Balloon Fiesta family this year. We are a very unique event that hosted over 955,000 visitors in 2015 and Fine Designs represented us well! Many of our guests welcomed the fresh new idea of customization, with many designs and colors to choose from. Those that were not up for the change were rewarded with your standard embroidered pieces. Their pricing was well received and fit well with the guests expectations of our event. Lines looked overwhelming but in fact moved very quickly. There were employees on hand to answer the many questions that came up and to help the line move smoothly and without incident. Whenever a need arose Fine Designs was able to address it and handle the situation appropriately. We are very happy they joined our team and hope for a long lasting relationship for many years to come!

Lisa Mulder
Merchandise Manager
Albuquerque International Balloon Fiesta
Phone: (505) 821-1000
Email: Lmulder@balloonfiesta.com

REFERENCE 2 - SUE HUMPHREY

USATF Reference (Co-Director of USATF National Junior Olympic Cross Country Championship):

Fine Designs has done business with USATF since 1999 with numerous references in various states.

Sue Humphrey
USATF Women's Track & Field Chair
South Texas USATF Association President
Address: 9711A Copper Creek Drive, Austin, TX 78729
Phone: 512-751-4551
Email: humphreyhj@aol.com

REFERENCE 3 - HARRIS COUNTY

Harris County - Houston Sports Authority
Janice Schmees Burke | CEO

Address: 1331 Lamar St #700, Houston, TX 77010
Phone: (713)308-5900
Cell: (210)834-0600
Email: jschmees@houstonports.org

- 2012 AAU Junior Olympic Games
- 2014 USATF National Junior Olympic T&F Championships
- 2014 Transplant Games Of America



REFERENCE 4 - ED GORMAN

It is with great pleasure I recommend Fine Designs to you. Our meet is 43 years old, hosts over 11,000 student-athletes from around 500 schools from 14 states in 42 races on a single day. Fine Designs is absolutely the best merchandise/apparel company we have ever had. We met with them where we identified our event and needs. They were able to draw up a contract that satisfied all. Fine Designs exceeded their part of the contract. They provided wonderful service, great products, tremendous presentation, and left us wanting nothing. From a business point of view, they are professional, hospitable, polite and always on time. They covered all parts of the contract and fulfilled their financial obligations immediately. In closing, Fine Designs is a professional company who covered all aspects of our needs at the event; leaving us in a win, win, win position; that is us, Fine Designs and the athletes. We are so pleased with them that we signed a five year contact with them.

Please feel free to contact me anytime.

Best regards,

Ed Gorman

Meet Director

Manhattan HS Cross-Country Invitational

REFERENCE 5 - BRYAN BUNSELMEYER

Fine Designs awarded contractor for 2011, 2012, 2014, 2015, 2016 official online and onsite State Championship Merchandise.

Bryan Bunselmeyer

Executive Director

Texas Association of Private and Parochial Schools

(TAPPS)Address: 601 N Main St, Salado, TX 76571

Office: (254) 947-9268

Cell: (254) 563-5351

Email: bryan@tapps.net

REFERENCE 6 - BRANDON PARROTT

Fine Designs has done business with San Antonio Sports since 2005. Our last partnership was for the USATF National Junior Olympic Cross Country Championship in December of 2013, which had over 4,500 athletes and generated close to \$240,000 in official merchandise sales.

Brandon Parrott

VP Events & Business Development, San Antonio Sports

Address: (Alamodome) 100 Montana St.,

San Antonio, TX 78203

Contact: Jenny Carnes | Director of Event Operations & Bids

Office: (210) 820-2104

Cell: (210) 218-5576

Email: jcarnes@sanantoniosports.org





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