

# GALVESTON COUNTY FAIR & RODEO, INC.

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## **FOOD COMMERCIAL EXHIBITS RULES AND REGULATIONS APRIL 21 – APRIL 29, 2017**

### **SPACE**

1. Commercial food exhibit spaces are leased for **\$50.00** per linear foot with a 10-foot minimum, tongue included and are accepted depending on space availability, product need availability and approval of the Commercial Exhibits Superintendent. This price is for the full nine (9) days. **NO REFUNDS FOR ANY REASON.**
2. Electricity is available with hook-ups for one (1) 110v plug (30 amp max) or one (1) 220v breaker (60 amp max)(outside only). There will be **NO** electricity available to exhibitors before 12:00 noon, Thursday, April 20, 2017. Any lessee(s) requiring electricity for operation before this time will be charged accordingly. Extra installation costs of \$50.00 per 110v plug and \$75 per 220v breaker (outside only) will be borne by Lessee(s). **ALL** electrical needs **MUST** be submitted to the commercial exhibits chairperson with the contract. **NO** electrical generators are allowed. The Lessee will be responsible for bringing their own extension cords and water hoses. The charges for space, utilities, and services are based on a nine (9) day operation. **Extension cords must be rated for outdoor use and sized accordingly for electrical needs.** It is requested that the vendor provide a pigtail for wiring to circuit breakers.
3. Vendors **WILL NOT BE PERMITTED TO CAMP ON THE FAIRGROUNDS OR IN THE PARKING LOT. NO EXCEPTIONS TO THIS RULE.**
4. Food and drink concessionaires shall be required to provide a booth or self-contained trailer. **ALL** booths are required to have a floor and a roof.

**\*\*Concessionaires must be ready for inspection by the Galveston County Health Dept. no later than 12:00 noon on Friday, April 21, 2017.**

5. Lessee(s) must check-in at the Commercial Exhibits Office (Right behind Ed Pickett Memorial Hall) upon arrival. Set up will be as follows:  
Wednesday, April 19: 9:00am to 6:00pm (All Trailers must come in on this day)  
Thursday, April 20: 9:00am to 6:00pm  
**ALL LESSEE(S)** shall be in place by 6:00 p.m. on Thursday, April 20, 2017.  
**ALL exhibits shall be ready for operation no later than 3:00 p.m. on Friday, April 21, 2017.**
6. Packets will be signed out after set-up is approved by the Commercial Exhibit Superintendent. Lessee(s) are provided two (2) badges and one (1) parking pass with their packet. Additional or lost badges may be purchased for **\$25.00** each. **This badge must be worn at all times by lessee(s) and employees. This badge is required for entry to the fairgrounds. This will be strictly enforced.** Any questions concerning operational procedures should be discussed with the Commercial Exhibits Superintendent. **Note: there is a new designated area for vendor parking.**
7. Concession booths shall be clean and neat at all times. Signs, banners and decorations must be constructed in such a manner as to not obstruct the view of any other Lessee(s) nor create a hazard. Crepe paper or highly flammable materials are not permitted in preparation of the booth. Open fires are strictly prohibited during the operation of space. The burning of wood and/or charcoal is permitted

in an approved pit with cover (lid). No dumping of grease or gray water is allowed. **NO PETS WILL BE ALLOWED ON THE FAIR GROUNDS. ONLY service animals for special needs are allowed.**

8. **All tents, tarps and canopies must be anchored with a minimum of 40lbs per leg. This can be weights, containers of sand, containers of water, concrete, etc. All tie down ropes/strings must be flagged for visibility. All tents, tarps and canopies should be lowered or closed when booth is not in operation.**
9. NO type of horns or similar instruments may be used to attract patrons. Exhibits displaying television sets, radios, musical instruments, or speakers must maintain a volume that is not boisterous. The erection of antennas or any similar instruments on the roof of any building is prohibited.
10. **NO PERSONAL ATM's OR CARTS (electric or gas) ALLOWED!** The Galveston County Fair & Rodeo will provide an ATM for the publics use on the fairgrounds.
11. **A PORT-A-CAN WILL BE PLACED NEAR THE VENDORS, DESIGNATED FOR VENDORS USE ONLY! PUBLIC EMPTYING OF ONES BLADDER IS STRICTLY FORBIDDEN ON THE PREMISES.**
12. Lessee's designated space shall be used solely for the purpose(s) outlined under "Items to be Sold" on the Contract. NOTHING ELSE shall be sold or given away from a rented space, booth, concession, or approval. NO part of any space under Contract may be transferred or sublet to another person.
13. **ALL LESSEE(S) MUST CONDUCT THEMSELVES IN AN APPROPRIATE BUSINESS-LIKE MANNER AT ALL TIMES.** Failure to comply with this rule is grounds for eviction without recourse or a refund.
14. The following minimum schedule of operation **MUST** be maintained:

Fridays:	4:00 p.m. - 11:00 p.m.
Saturdays:	9:00 a.m. - 11:00 p.m.
Sunday:	12:00 noon - 9:00 p.m.
Monday - Wednesday:	4:00 p.m. - 9:00 p.m.
Thursday:	4:00 p.m. – 10:00 p.m.

**Booths must be manned and operational during these hours for the length of the Fair. Unless prior arrangements have been made with the commercial exhibits Superintendent, Lessee(s) who do not follow the minimum schedule of operation will be evicted from the fairgrounds without refund.** Lessee(s) may man booths additional hours; however, they MUST have the approval of the commercial exhibits Superintendent.

15. The delivery gate to the Fairgrounds will be closed and locked at 8:00 a.m. on Saturdays, 11:00 a.m. on Sunday and 3:00 p.m. on weekdays. **ALL MERCHANTS AND OTHERS MAKING DELIVERIES ON THE FAIRGROUNDS MUST HAVE ALL VEHICLES OFF THE GROUNDS BY THE ABOVE MENTIONED TIMES. NO EXCEPTIONS!!!!**  
**▶NO ICE CHEST/COOLERS OR OUTSIDE FOOD, WILL BE ALLOWED IN AFTER THESE ALLOTTED TIMES!**
16. Lessee(s) may begin packing their booth from 11pm to 12 midnight on closing nite. NO cars or trucks will be allowed on fairgrounds until 8:00 a.m. on Sunday, April 30, 2017. NO vehicle traffic will be allowed on the grounds until after 8:00 a.m. Lessee(s) remaining on the grounds after Sunday, April 30, 2017, at 3:00 p.m. will be charged an additional fee of \$50.00 per day or Lessor may, at that time, remove the exhibit and all property of Lessee(s) situated in or about the leased space, and store the same at the cost of Lessee(s). Galveston County Fair & Rodeo, Inc. will not be responsible for items left on the grounds. **NO EXCEPTIONS TO THIS RULE!!!**
17. **In the event of a conflict with the rules or special circumstances, the decision of the Commercial Exhibits Superintendent is final. First right of refusal on any and all vendors is at the discretion of the Commercial Exhibits Superintendent and committee members.**

18. **All food vendors are required to have an inspected and updated fire extinguisher located inside their booth.** If vendor is utilizing grease, a type K fire extinguisher will be required.

### **PERMITS, FOODS, & BEVERAGES**

1. **Once your contract has been approved, food and drink concessionaires must contact the Health Department, and must comply with the rules and regulations as set forth by the Galveston County Health District. A health permit, issued by the Galveston County Health District, is required before vendors are allowed to sell any products, and must be clearly displayed in your booth. Vendor will not be allowed on GCF&R grounds unless initial contact with the Health Dept. has been made.**
2. Concessionaires must be specific when requesting food items to sell. **ALL food and drink prices must be included with the contract and must be the same prices used during the Fair.** Concessionaires are required to post a price list of ALL items offered for sale. Price cutting is not allowed and posted prices as listed on the contract must prevail for the duration of the fair season. The Galveston County Fair & Rodeo, Inc., reserves the right to decide on food selection and number of food items to be sold by vendors. Remember - **ONLY APPROVED FOOD ITEMS ON CONTRACT WILL BE SOLD.** Failure to comply with this rule is grounds for eviction without recourse or a refund.
3. **ALCOHOLIC BEVERAGE concessions are the EXCLUSIVE PROPERTY of the Galveston County Fair & Rodeo, Inc., and may not be sold or given away by Lessee(s). Under no circumstances will Lessee consume alcoholic beverages while working their booth.**
4. Lessee(s) may sell coffee, tea, lemonade, fruit juices, milk, bottled water and sodas. You must provide your own supplies for these beverages. NO GLASS containers allowed.
5. Ice will be sold by GCF&R. The Commercial Exhibits Superintendent is not responsible for delivering ice to your booth or trailer. The Lessee(s) may obtain ice from the Beer Booth Bldg. nearest the Entertainment Pavilion.

### **CONTRACT**

1. It is mutually agreed and made a part of this contract that the Commercial Exhibitor (Lessee), their employees and/or volunteers shall in all respects comply with the rules, regulations and tax requirements of the Galveston County Fair & Rodeo, Inc., (Lessor) as well as local, State, and Federal Laws.
2. All sales taxes, income taxes, FICA, or other State and Local taxes arising out of or in connection with Lessee's use of the leased space are the sole responsibility of Lessee(s) and must be paid by Lessee(s) in accordance with existing laws. **Lessee's Sales Tax Permit must be predominantly displayed in Lessee's space at all times is Lessee is selling merchandise directly to the public.**
3. Lessee(s) agree(s) to indemnify and hold harmless the Galveston County Fair & Rodeo, Inc., (Lessor), its agents, officers, and employees from all claims, losses, costs, damages, or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by any act, omission or neglect of Lessee or Lessee's agents, employees, invitees, contractors, or guests which occurs in or about the Leased Space. Lessee(s) agree(s) to use and occupy the Leased Space at Lessee's own risk and hereby releases Lessor, its agents, officers, employees and invitees from all claims for any damage, loss, or injury to persons or property to the full extent permitted by law occurring in or about the Leased Space, including, but not limited to, damages resulting from the acts of other lessees, theft, vandalism, fire and other casualty damage or damage arising out of any defects in the premises.

4. Liability insurance is MANDATORY. If you do not have liability insurance, it may be purchased through the GCF&R. However, the insurance company may decline to provide coverage for any reason. Additional charges may apply at the discretion of the insurance company. Insurance Commitment form and fee, if applicable, must be returned with Contract. **The contract will not be approved without a completed Insurance Commitment Form.**
5. Payment for the space in this Contract must be in FULL and included with Contract to be considered by Fair Officials. All payments shall be made by MONEY ORDER, CASH or CASHIER'S CHECK made payable to the Galveston County Fair & Rodeo, Inc. or with MASTERCARD or VISA. NO PERSONAL CHECKS will be accepted. A copy of the contract will be returned to you upon approval. Any transactions made during the fair (ice, extra badges, etc.) should be made in CASH ONLY. If your application is rejected, ONLY THEN can full payment for contracted space be returned. If you are a returning vendor who submitted an intent form, remainder of fee is due in the Fair Office by November 30<sup>th</sup>. If balance due is not received by then, space can not be guaranteed. All available spaces at that time become first come first serve.
6. The terms of this contract may not be changed, altered, cancelled, or a refund paid after approval by the GCF&R Executive Committee. REMEMBER, if contract is accepted, LESSOR SHALL ISSUE NO REFUND TO LESSEE(S). **The GCF&R reserves the right to decide on food selection and number of food items to be sold by vendors. GCF&R reserves the right to reject any contract for any reason. It is further understood and agreed that should the Lessee fail, neglect or refuse to pay their fee at the time and in the manner it becomes due or neglect, fail or refuse to open and/or conduct business in said space as agreed, the fair shall retain all monies herein as liquidated damages. The parties agree that the above is considered a material breach and the Fair may terminate said contract and reassign space to another party and not invite back for any future fair.**
7. Adequate security will be furnished by GCF&R. **GCF&R will NOT be responsible for any and all damaged and/or stolen items. It is in the best interest of the exhibitor to secure all belongings and merchandise.**
8. *The views and policies of our vendors, sponsors, volunteers and participants do not reflect the views of the Galveston County Fair and Rodeo, Inc.*

### **EMERGENCIES**

In the event any situation arises which in the sole discretion of the Fair, requires immediate suspension of Fair activities or a part of same including the activities of Fair patrons, concessionaires, exhibitors, carnival operator or any individuals, firms or corporations with or without contracts to be present on the Fairgrounds, it is agreed that they will cease their operations or activities immediately upon notice until directed to reopen or resume activities by the Fair. All parties agree that no liability shall be asserted against the Fair on account of such closing or ceasing of activities even for lost profits, rent paid or expenses of any kind.

