

Galveston County Fair & Rodeo Winter **FEST**

November 30 & December 1, 2018

Food Vendor Rules

1) Booth Space

- a) Food vendor spaces are leased for \$100 per space and are non-refundable.
- b) **Check-in is at the Ed Pickett Memorial Hall. Set up is Friday, Nov. 30 at 9 a.m. to 3 p.m. and Saturday, Dec. 1, from 7 a.m. to 9 a.m. Hours of operation will be 5pm-10pm Friday, Nov. 30 and 10am-4pm Saturday Dec. 1; removal may begin at 4pm Saturday. Security will be on the fairgrounds Friday Evening, Nov. 30 & Saturday, Dec. 1.**
- c) Electricity is available for an additional fee; portable generators are not allowed. Please submit requirements with the contract. The food vendor is responsible for bringing everything they will need to operate within their space. Extension cords must be rated for outdoor use and sized accordingly for electrical needs.
- d) Food vendor spaces shall be clean at all times. Signs, banners and decorations cannot create a hazard. Crepe paper, highly flammable materials, and open fires are strictly prohibited from the vendor space. The burning of wood and/or charcoal is permitted in an approved pit with cover (lid). A fire extinguisher is to be located inside the booth. No dumping of grease or gray water is allowed.
- e) Food vendors are required to provide a booth or self-contained trailer complete with a floor and a roof. All tents, tarps and canopies must be anchored with a minimum of 40lbs per leg; all tie-down ropes/strings must be flagged for visibility. Pets are not allowed.
- f) Any television sets, radios, musical instruments, or speakers used must maintain a volume that is not offensive. The erection of antennas or any similar instruments on the roof of any building is prohibited.

2) Permits, food and beverages

- a) **Food vendors must be ready for inspection by the Galveston County Health Department no later than 4:00 pm on Friday, November 30, 2018.** A health permit is required before vendors are allowed to sell any products, and must be clearly displayed in your booth. Once your food vendor contract has been approved, contact and comply with the rules and regulations as set forth by the Galveston County Health District.
- b) Food vendors are required to post a price list of items offered for sale.
- c) Alcoholic beverage concessions are the exclusive property of the Galveston County Fair & Rodeo, Inc., and may not be sold or given away by food vendors.

3) Contract

- a) Designated space will be used solely to sell "Items to be Sold" on the Contract.
- b) Food Vendor shall, in all respects, comply with the rules, regulations and tax requirements of the Galveston County Fair & Rodeo, Inc., local, state, and federal laws.
- c) All sales taxes, income taxes, FICA, or other State and Local taxes are the sole responsibility of the food vendor.
- d) Food vendor agrees to indemnify and hold harmless the Galveston County Fair & Rodeo, Inc., 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. Food vendor 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 food vendors, theft, vandalism, fire and other casualty damage or damage arising out of any defects in the premises.
- e) Liability insurance is mandatory. GCF&R must be listed as a certificate holder.

4) Emergencies

- a) 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, food vendors, 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.

5) Payments

- a) Payment must be submitted with signed agreement. A copy of the contract will be returned to you upon approval. Any transactions made during the Winterfest will be made in cash only.
- b) GCF&R reserves the right to reject any contract for any reason.

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Food Vendor Contract

Name: _____ Cell Phone: _____

Business Name: _____ Email: _____

Mailing Address: _____

Electrical Required: Yes or No If yes, what type? _____ (\$20 additional fee required)

Items to be sold: _____

ACKNOWLEDGMENT

I/We, the undersigned, make application for commercial exhibit space at the Galveston County Fair & Rodeo Winter Fest. I/We have read and understand the Rules and Regulations, and agree to abide by the terms, conditions and provisions expressed therein.

Signature of Lessee: _____ Date: _____

Signature of Fair Representative: _____ Date: _____

Please return the completed contract along with payment no later than 5:00 p.m. on November 29, 2018 to the Galveston County Fair Office located at #10 Jack Brooks Road, Hwy. 6, Hitchcock, Texas or mail to:

*Galveston County Fair & Rodeo, Inc.
Attention: Albert Ramirez
P.O. Box 889
Santa Fe, Texas 77510
Fair Office # (409) 986-6010*

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ALL FEES ARE NON-REFUNDABLE
FOR OFFICE USE ONLY
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Space Fee: _____ Booth Assignment: _____ Electrical: _____

Form of Payment: Cash: _____ Credit Card#: _____

Exp. Date: _____ CVV _____