

# GALVESTON COUNTY FAIR & RODEO, INC.

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## **NON-FOOD COMMERCIAL EXHIBITS 2019 RULES AND REGULATIONS March 29 – APRIL 6, 2019**

### **SPACE**

1. Inside Non-Food commercial exhibit spaces are approximately 10'X10'. These spaces will be leased for \$500.00 depending on space availability, product need availability and approval of the Commercial Exhibits Superintendent. These spaces are inside a commercial building. Non-profit spaces will be leased for \$300.00 for the full nine (9) days; however, number and types of non-profit organizations will be limited. Fees are non-refundable for any reason. Security will be present on the fairgrounds, and the building will be secured during non-operational hours. To help promote pedestrian traffic, the main gate attendance has to pass through the commercial exhibits building to enter the fairgrounds.
2. Outside Non-Food commercial exhibit spaces are 20' x 20' approximately. These spaces will be leased for \$400.00 for the full nine (9) days depending on space availability, product need availability and approval of the Commercial Exhibits Superintendent. Your set-up **including trailer tongue**, etc. must fit in the 20' x 20' approximately space or an additional ½ space must be purchased for an additional \$300. Non-profit 20' x 20' approximately spaces will be leased for \$250.00 for the full nine (9) days; however, number and types of non-profit organizations will be limited. Also, a limited number of 10' x 10' approximately outside spaces will be leased for \$300 for the full nine (9) days on a first come, first serve basis. Fees are non-refundable for any reason.
3. **Outside** electricity is available as follows: one (1) 110V plug, (15 AMP Max) or one (1) 220V breaker (60 amp max) (outside 20' x 20' space only) and additional electrical needs are available upon request at an additional charge, and must be approved by the commercial exhibits Superintendents. Extra installation costs of \$50 per 110v plug and \$75 per 220v plug (outside 20' x 20' space only) will be borne by Lessee(s). ALL electrical needs MUST be submitted to the commercial exhibits Superintendent with the contract. There will be NO electricity available to exhibitors before 9:00 a.m., Friday, March 29, 2019. Any lessee(s) requiring electricity for operation before this time will be charged accordingly. NO electrical generators are allowed. The Lessee will be responsible for bringing their own extension cords. Extension cords must be rated for outdoor use and sized accordingly for electrical needs. The charges for space, utilities, and services are based on a nine day operation.
4. **Inside** electricity is available as follows: one (1) 110V plug, 15 AMP Max. Extra installation costs of \$50 per 110v plug will be borne by Lessee(s). ALL electrical needs MUST be submitted to the commercial exhibits Superintendent with the contract. NO electrical generators are allowed. The Lessee will be responsible for bringing their own extension cords and must be sized accordingly for electrical needs. The charges for space, utilities, and services are based on a nine day operation. Lights for the building will be provided by GCF&R.
5. Tables, chairs, and any other items needed by Lessee(s) are to be provided by the Lessee(s). NO covered area is provided for outside leased spaces. Lessee(s) shall be responsible for expenses of the construction of booth space. Booth space must be soundly constructed. **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.** All improvements on said space are subject to the approval of the commercial exhibits Superintendent. NO holes may be dug in the concrete or other types of hard surfacing in erecting exhibits without the consent of the commercial exhibits Superintendent. All stakes or other obstructions must be clearly marked for safety. All first time vendors must submit a photo of their booth/space/trailer. All returning vendors must submit a photo if any changes have been made to their booth/space/trailer.
6. Exhibit 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 and/or the burning of wood or charcoal are strictly prohibited.

7. **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. Tattooing or body piercing is not permitted. Temporary tattooing and/or face/body painting may be applied only on already exposed skin. Clothing may not be lifted or removed.
8. Lessee's designated space shall be used solely for the purpose(s) outlined under "Items to be Sold" on the approved Contract. **NOTHING ELSE** shall be sold or given away from a rented space, booth, concession, or any other area of the Fairgrounds. If items are to be given away at your booth, please list these items on your contract as such. Lessee(s) **MUST** conduct business **ONLY** in the area contracted, and will **NOT** be permitted to distribute or sell advertising materials or products at other locations without prior approval. **NO** part of any space under Contract may be transferred or sublet to another person.
9. **Lessee(s) are NOT permitted to sell or give away lighters or knives (must be in enclosed cases or out of the reach of the public) to anyone under the age of eighteen(18). Lessee(s) are NOT permitted to sell or give away laser pointers, gun powder products, fire crackers, throw down poppers, potato gun, guns, brass knuckles (double or triple ring), drug paraphernalia or stink bombs. Lessee may not advertise any illegal drugs and/or drug paraphernalia (i.e. posters, T-shirts, Health Product Labels, etc. showing marijuana plants, crack-cocaine, etc.). This also includes gang related items and anything deemed inappropriate by the authorities. Periodic inspections of booth space will be made by security officers. Any item(s) which are of concern may be asked to be removed from your booth space, and will not be allowed to be sold for the duration of the fair season. **ALL LESSEE(S) MUST CONDUCT THEMSELVES IN AN APPROPRIATE BUSINESS-LIKE MANNER AT ALL TIMES.** Under no circumstances will Lessee consume alcoholic beverages while working their booth. **No signage, display or exhibit deemed offensive by the Commercial Exhibit Committee is allowed and must be removed when notified. Failure to comply with these rules is grounds for eviction without a refund. NO Drones of any kind will be allowed onto the fairgrounds, either for sale, display, promotional or give away. This includes helicopters or any other type of flying equipment that could possibly carry cameras or cause harm should they become incapacitated.****
10. **Vendors WILL NOT BE PERMITTED to camp on the Fairgrounds or in the parking lot. NO EXCEPTIONS TO THIS RULE.**
11. Lessee(s) must check-in at the Commercial Exhibits Office (Right behind Ed Pickett Memorial Hall) upon arrival. Set up will be as follows:
  - Outside Vendors who sell out of trailers: Wednesday, March 27: 12:00 to 6:00pm
  - Outside & Inside Vendors: Thursday, March 28: 9:00am to 6:00pm
  - Outside & Inside Vendors: Friday, March 29: 9:00am to 12:00 noon

**\*ALL Vendors must be ready for operation no later than 3:00 p.m. on Friday, March 29, 2019.**

**Trailer clarification:** Selling out of trailers means **(1)** vendor stands in their trailer and sells their product through a Window or opening **(2)** Vendors who keep their product in their trailer and customers must enter the trailer to view And/or purchase your product. If you transport your product in an enclosed trailer or lowboy type trailer and must Off load your product and displays, your set up time is Thursday thru Friday.

NO exception to this rule unless prior arrangements have been made with the Commercial Exhibits Superintendent.
12. Lessee(s) must notify the Commercial Exhibits Superintendent as soon as possible if they are unable to setup their booth space due to an emergency or unforeseen circumstance. The GCF&R reserves the right to fill said booth space with another vendor until the date designated by lessee(s) for their arrival; therefore, no setup items or merchandise may be stored in the booth space.
13. 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 \$30.00 each. **This badge must be worn at all times by lessee(s) and employees. This badge is required for entry to the fairgrounds and must be worn when entering the Commercial Exhibits Building prior to opening times. This will be strictly enforced.** Any questions concerning operational procedures should be discussed with the Commercial Exhibits Superintendent. **NOTE:** There is a designated area for vendor parking.
14. 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 FAIR-GROUNDS 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.**

15. 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 - Thursday:	4:00 p.m. - 9:00 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) wishing to man their booth additional hours, **MUST** have the approval of the commercial exhibit Superintendents. However, Lessee(s) are **NOT** permitted to be open during Senior Citizens' Day, Special Kids' Day & Schools Day (Monday, Tuesday & Thursday).

16. **No Pets** are allowed on the fairgrounds. Only service animals for special needs are allowed.

17. A PORT-A-CAN WILL BE PLACED NEAR THE VENDORS.  
**PUBLIC EMPTYING OF ONES BLADDER IS STRICTLY FORBIDDEN ON THE PREMISES.**

18. **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.

19. Lessee(s) may begin packing their booth from 11p.m. to 12 midnight on closing night. No cars or trucks will be allowed onto the fairgrounds until 8:00 a.m. on Sunday April 7, 2019. NO vehicle traffic will be allowed on the grounds until after 8:00 a.m. Lessee(s) remaining on the grounds after 3:00 p.m. on Sunday, April 7, 2019 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). **Lessee(s) must leave their spot clean. It is not allowed to leave trash and boxes when leaving the grounds. Dumpsters are provided at the back of the fairgrounds for your trash. If you paid an intent and you violate this rule, your intent will be refunded. Lessee(s) who do not follow this rule will not be invited back the following year. NO EXCEPTIONS TO THIS RULE!!!**

20. The announced intention of Lessee(s) to give away merchandise at the closing of the Fair must be fully complied with and the Commercial Exhibits Superintendent is to be given the names and addresses of any such winners. NO give aways, drawings, surveys or questionnaires shall require change of long distance, credit card number, etc. A sample form **MUST** be submitted with the application.

21. **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.**

22. **IMPORTANT RULE FOR INSIDE VENDORS:** *All inside vendors must provide a 10 X 10 (per space) matt, carpet or some kind of protection for the floor in your space/spaces. No partial covering allowed.* This will help prevent damage to our floors with some of the exhibit set ups. **You may NOT use tape of any kind on the floors.** If you do not have this floor protection you will not be allowed to set up and remember there are no refunds for any reason.

### **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 prominently displayed in Lessee's space at all times if Lessee is selling merchandise directly to the public. Lessee's Tax ID# must be on the contract.
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 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.**

The following commercial exhibitors are **not able to purchase insurance through the Galveston County Fair & Rodeo, Inc: Ear/Body Piercing Booths, Stroller or Wheel Chair Rentals, National Companies/Chain Stores, Organ Grinders, Tattoo Parlors (Permanent), Moon Walks, Dunkin Booths, Exotic Animals, and Metallic Balloons.**

- 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 (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, **NO REFUND SHALL BE ISSUED TO LESSEE(S) BY LESSOR.** All items to be sold or given away must be listed on the contract, and approved by the Commercial Exhibits Superintendent. **GCF&R reserves the right to reject any contract for any reason.** If your application is rejected, ONLY THEN can full payment for contracted space be returned. **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 beginning Thursday, March 28, 2019. **GCF&R will NOT be responsible for any and all damaged and/or stolen items. It is in the best interest of the vendor to secure all belongings and merchandise at all times.**
- 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.

