

# **GALVESTON COUNTY FAIR & RODEO, INC.**

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## **FOOD COMMERCIAL EXHIBITS 2010 RULES AND REGULATIONS APRIL 9 – APRIL 17**

### **SPACE**

1. Commercial food exhibit spaces are leased for **\$40.00** 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 Superintendents. This price is for the full nine (9) days.
2. Electricity is available with hook-ups for 110V (30 amp max) or 220V (60 amp max). There will be NO electricity available to exhibitors before 12:00 noon, Thursday, April 8, 2010. Any lessee(s) requiring electricity for operation before this time will be charged accordingly. Extra installation costs of \$5.00 per 10 amps per day 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.
3. Vendors **WILL NOT BE PERMITTED** to camp on Fairgrounds. **NO EXCEPTIONS TO THIS RULE.** LESSEE(S) shall set-up from 9:00 a.m. until 6:00 p.m., Thursday, April 8, 2010. **ALL LESSEE(S)** shall be in place by 6:00 p.m. on Thursday, April 8, 2010.
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 roof, and be ready for inspection no later than 12:00 noon on Friday, April 9, 2010. The Galveston County Health Dept. will give inspections.
5. ALL exhibits shall be ready for operation no later than 3:00 p.m. on Friday, April 9, 2010.
6. 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 PETS WILL BE ALLOWED IN FOOD COURT.**
7. **All tents, tarps and canopies must be anchored to with stand at least 30 mile per hour winds. These should be lowered or closed when booth is not in operation. Use of barrels of water or concrete to secure tent is suggested.**
8. 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.
9. 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 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.

10. **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.

11. 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 -10:00 p.m.
Monday - Thursday:	4:00 p.m. - 10:00 p.m.

**Unless prior arrangements have been made with the commercial exhibits Superintendents, 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 Superintendents.

12. The delivery gate to the Fairgrounds will be closed and locked at 9:00 a.m. on weekends 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!!!!**

13. Lessee(s) must check-in at the Commercial Exhibits Office (next to the Security/First Aid Building) from 9:00 a.m. to 6:00 p.m. on Thursday, April 8, 2010 for set-up instructions. Packets will be signed out after set-up is approved by the Commercial Exhibit Superintendents. Lessee(s) are provided two (2) badges 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 Superintendents.

14. Lessee(s) may begin dismantling and removing his/her/their exhibit after 6:00 a.m. on Sunday, April 18, 2010. NO vehicle traffic will be allowed on the grounds until after 6:00 a.m. Lessee(s) remaining on the grounds after Sunday, April 18, 2010, at 5:00 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!!!**

15. **In the event of a conflict with the rules or special circumstances, the decision of the Commercial Exhibits Superintendents is final. First right of refusal on any and all vendors is at the discretion of the Commercial Exhibits Superintendents and committee members.**

#### **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).**

4. Lessee(s) may sell coffee, tea, lemonade, fruit juices, milk, bottled water and sodas. You must provide your own supplies for these beverages.

5. Ice will be sold by GCF&R for \$6.00 per 40 pound bag. The Commercial Exhibits Superintendents is not responsible for delivering ice to your booth or trailer. The Lessee(s) may obtain ice from one of several locations on the fairgrounds.

## **CONTRACT**

1. It is mutually agreed and made a part of this contract that the Commercial Exhibitor (Lessee) 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. 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.

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.**

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.*