

GALVESTON COUNTY FAIR & RODEO, INC.

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NON-FOOD COMMERCIAL EXHIBITS 2010 RULES AND REGULATIONS APRIL 9 – APRIL 17

SPACE

1. Inside Non-Food commercial exhibit spaces are 10' x 10' approximately. These spaces will be leased for \$400.00 depending on space availability, product need availability and approval of the Commercial Exhibits Superintendents. These spaces are inside a commercial building. Non-profit spaces will be leased for \$250.00 for the full nine (9) days; however, number and types of non-profit organizations will be limited. The Main Gate attendance will have to pass through the Commercial Exhibits Building to enter the fairgrounds. Security will be present on the fairgrounds, and the building will be secured during non-operational hours.
2. Outside Non-Food commercial exhibit spaces are 20' x 20' approximately. These spaces will be leased for \$300.00 for the full nine (9) days depending on space availability, product need availability and approval of the Commercial Exhibits Superintendents. 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 \$200. Non-profit 20' x 20' approximately spaces will be leased for \$200.00 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 \$200 for the full nine (9) days on a first come, first serve basis.
3. Outside electricity is available with hook-ups for 110V, (15 AMP Max) or 220V (60 amp max) and additional AMPs are available upon request at an additional charge, and must be approved by the commercial exhibits Superintendents. Any extra installation costs 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, April 9, 2010. 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. The charges for space, utilities, and services are based on a nine day operation.
4. Inside electricity is available with hook-ups for 110V, 15 AMP Max. Any extra installation costs 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. 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 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.** All improvements on said space are subject to the approval of the commercial exhibits Superintendent. NO holes may be dug in the blacktop 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.
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 during the operation of the space.
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.
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 laser pointers or stink bombs. 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. Failure to comply with this rule is grounds for eviction without a refund.**

10. 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) 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 Special Kids' Day, Schools Day & Senior Citizens' Day.

11. **Vendors WILL NOT BE PERMITTED to camp on the Fairgrounds. NO EXCEPTIONS TO THIS RULE.** LESSEE(S) with **outside spaces** shall set-up from 1:00 p.m. – 6:00 p.m., Thursday, April 8, 2010 or beginning at 9:00 a.m. on Friday, April 9, 2010. LESSEE(S) with an **inside space** shall set-up from 9:00 a.m. – 6:00 p.m. on Thursday, April 8, 2010 or beginning at 9:00 a.m. on Friday, April 9, 2010. No exception to this rule unless prior arrangements have been made with the Commercial Exhibits Superintendents.

12. **No Pets** are allowed on the fairgrounds. In the event of extenuating circumstances, contact the Commercial Exhibits Superintendents.

13. **ALL exhibits shall be ready for operation no later than 3:00 p.m. on Friday, April 9, 2010.** Lessee(s) must notify the Commercial Exhibits Superintendents 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.

14. 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!!!**

15. 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 5:00 p.m. on Sunday, April 18, 2010 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). **NO EXCEPTIONS TO THIS RULE!!!**

16. 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 Superintendents 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.

17. Lessee(s) must check-in at the Commercial Exhibits Office (next to the Security/First Aid Building) from 1:00 p.m. to 6:00 p.m. on Thursday, April 8, 2010 or 9:00 am to 12:00 noon on Friday, April 9, 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 badge 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 Superintendents.

18. **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.**

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 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 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.**

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

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 limit duplication of items, or delete questionable items to be sold or given away. 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.

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 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.*