

Rules & Regulations

1. Applications/Contracts & Fee Payment:

Spaces will not be reserved without the completed:

- a. Application (Commercial Indoor, Commercial Outdoor or Food Vendor)
- b. Rules & Regulations Acceptance Form
- c. Liability Insurance Certificate
- d. Electricity Reservation Form
- e. Photo(s) of Exhibit

The initial deposit is 50% of the total amount and is due at the time the contract is signed and returned to the ETSF. The remaining fees and final contract are due no later than August 15, 2008. Applications accepted after August 15, 2008 must be paid in full upon receipt of signed contract. Failure to respond to appropriate deadlines will result in cancellation of booth and forfeiture of any deposit. Please note that if the remaining balance is not paid by August 15, 2008, exhibitor will lose reserved space and forfeit all fees paid. Method Of Payment: Cash, Personal Check, Money Order, Credit Cards: MasterCard, Visa.

2. Booth Identification Signage: Each Indoor Commercial Exhibit booth will be provided a sign identifying the booth by the contract name.

3. Cancellation: A cancellation fee of \$50.00 will be deducted from all refunds requested in writing prior to August 31, 2008. There will be NO REFUNDS for any reason after September 1, 2008.

4. Check-In: Come to the Fair office. There you will be provided your Exhibitor packet.

5. Check-Out: Please complete the 2008 Commercial Exhibitor/Food Vendor Satisfaction Survey enclosed in your Vendor Packet and return it to the Fair Office by 12:00pm (Noon) on Sat., Sept. 27, 2008.

6. Cleanliness of Booth Area: Each Commercial Exhibitor/Food Vendor is responsible for maintaining a neat and clean booth area. The Fair Office should be contacted if an area needs to be mopped or a trash receptacle needs to be emptied. Food Vendors will be allowed to dump grey water only in designated dump stations. Permanent Concession Food Vendors will completely clean the inside and the outside of their structure within seven days after the close of the Fair. Repair of any damage or cleaning done by the Fair caused by failure to comply with this provision will be at the expense of the Exhibitor.

7. Commercial Exhibits Grounds Passes: Commercial Exhibitors will be issued car and gate passes at check-in for distribution to their employees or associates only. Exhibitors are prohibited from sharing their passes with other Commercial Exhibitors or Food Vendors. Indoor Commercial Exhibits in Harvey Hall Convention Center:

* Each 10' x 10' Booth Receives Parking Passes (2) Season Passes (2)

Outdoor Commercial Exhibits on Fairgrounds:

* Each Booth Receives Parking Passes (2) Season Passes (2)

Based on availability, additional 10- day passes will be sold to Commercial Exhibitors/Food Vendors: Parking passes will be \$12.00 ea., Season passes will be \$25.00 ea. and Daily passes will be \$5.00 ea.

8. No part of this contract can be transferred or sublet.

9. Alcohol: All alcohol sales are strictly prohibited on the East Texas State Fair property.

10. Commercial Exhibitor Move-In Dates:

Set-up times are as follows:

Indoor Exhibitors @ Harvey Convention Center	Hallway & Small Hall	Wed., Sept. 17, 2008 @ 9:00am - 9:00pm
Indoor Exhibitors @ Harvey Convention Center	Large Hall	Fri., Sept. 19, 2008 @ 7:00am - 4:00pm
Outdoor Exhibitors @ Fairgrounds		Mon., Sept. 15, 2008 - Wed., Sept. 17, 2008 @ 9:00am - 5:00pm

11. Decorating Services: All inside booths will be piped and draped by a professional decorator. For additional services (table rentals, etc.) contact Williams Decorating @ (281) 657-0066. No one shall tamper with or change the general appearance of Fair property in any manner. All decoration materials should be fire retardant and must comply with the City of Tyler fire ordinances.

12. Electricity: All electrical connections and disconnections must be done by the Fair's approved electrician. All electrical service fees will be paid by the Exhibitor. At the time of connection, a safety inspection will be performed on all electrical wiring and equipment deeming it to be in full compliance with local, state, and federal codes and safety standards. Hook-up and inspection fees are paid by the Exhibitor, not the Fair. Under no circumstances should any person other than the ETSF approved representatives be authorized to access utilities of any kind. The erection of antennas or any similar instruments on the roof of or attached to any building or structure is strictly prohibited.

23. Third Party Relationships: Commercial Exhibitors, Food Vendors, and Fairgrounds Acts may not endorse, display, promote or sell any third party relationships that conflict with the East Texas State Fair sponsorship agreements.

24. Security: There will be 24-hour grounds security throughout the Fair. Remember that according to the terms of your contract the East Texas State Fair assumes no responsibility for any items during the Fair hours, any items left before or after Fair hours, or claims suffered by any loss or theft. Each Exhibitor/Concessionaire is responsible for their merchandise.

25. Pour Rights: Commercially canned or bottled drinks will not be sold during the Fair from any stand selling drinks. Local beverage companies who have paid a "selling privilege" fee will install fountain equipment. In the event that the ETSF has sold sponsorship rights to a beverage company, all Food Vendors are required to honor the agreement by restricting the beverages sold in their booth to the agreed upon sponsor brand. This agreement also is to be honored as to size of container, type of container, signage and pricing. ETSF retains the right to require the Food Vendor to purchase supplies from ETSF designated sources. Violation of the agreement will result in cancellation of contract with no refund.

26. Exhibit Dismantling: Dismantling may begin at 10:00pm - 12:00am on September 27, 2008. Commercial Exhibitors/Food Vendors dismantling prior to this time will be in violation of their Fair contract and not allowed to return in future years. All booths must be removed by 12:00pm (Noon) on September 28, 2008. Items left after this date and time will be disposed of at the discretion of the ETSF Management.

27. Signage: Each food booth must post a sign, visible to the public, which states the company name, menu, and prices. The signs must be of a professional nature. No handmade signs are allowed.

28. Special Deliveries: No deliveries (Mail, Packages, etc.) will be accepted at the Fair Office. Exhibitors will send and pick-up mail, packages, etc. at the local post office or other freight carriers.

29. State Sales Tax ID Number: Commercial Exhibitors/Food Vendors are responsible for displaying their Texas Sales Tax Permit and collecting sales tax on items sold. Permits may be obtained by calling: Comptroller of Public Accounts @ (800) 252-5555.

30. Use of Name or Official Logo: No Commercial Exhibitor/Food Vendor may use the official event name, (East Texas State Fair), it's name, or it's logo without prior written consent from ETSF Management. This includes but is not limited to the use of the names or logo for any marketing materials, media, or promotions.

31. Water: All food booths must have water available for any patron that requests it. No booth may refuse to give water to anyone asking for water nor may they charge for the water. (Bottle Water excluded.)

32. Prize Drawing or Give-Away: Exhibitors must obtain permission to hold a prize drawing or give away by completing a Prize Drawing Form and returning it to the office before September 1, 2008. The name(s) of the winners of each item must be provided to the Fair Office within 24 hours after the drawing.

33. Golf Carts: Golf carts may be used by an Exhibitor only if permission has been granted by East Texas Fair Management and proof of insurance is provided to the Fair Office. Golf carts may not be used during peak hours.

34. Permanent Food Vendors: Permanent Food Vendor Concession Stand operators who leave any of their property (i.e. stoves, water heaters, refrigerators, etc.) in their concession stand during off-season times will pay a storage fee of \$150. Under no circumstances will the East Texas State Fair Association be held liable for damages, theft or destruction of any kind to the Exhibitor's property. All storage items housed in the permanent concession stands must be related to the Fair and be used during Fair time and will not include any other items whatsoever.

35. Mutual Agreement: It is mutually agreed and made a part of this contract that all East Texas State Fair Rules and Regulations, all City of Tyler, Smith County and State of Texas ordinances must be complied with at all times.

36. All Food Vendors:

1. Food Vendor will post menu items and price list; neither can change during the Fair.
2. Food Vendor will attach a back flow preventer to the water source.
3. Food Vendor will properly trap all waste water in a holding tank with a covered lid and dispose of same in one of the designated dump stations on the Fairgrounds. Waste water is not to be dumped on the Fairgrounds or in the street gutter.
4. Food Vendor must have covered trash cans with plastic liners. Filled plastic liners must be tied and placed outside after the Fair closes to be picked up by clean-up crew.
5. No waste grease or oil is to be poured down drains or on the Fairgrounds. All waste grease or oil must be place in metal or heavy-duty containers with lids and set outside at the end of each day to be picked up by sanitation workers. Containers will not be returned.
6. Food Vendor must not use the 55-gallon barrels located on the Fairgrounds. These barrels are for public use only.
7. Food Vendor will not use shelf paper on the serving counters located in the booth.

37. **False Representation:** Any Exhibitor/Food Vendor who falsifies any information entered under contract and misrepresents themselves, their business, their products, their employees, etc. will be immediately removed from booth and Fairgrounds and Exhibitor/Food Vendor will forfeit all fees.

38. **Liability:** Commercial Exhibitor/Food Vendor agrees to indemnify, hold harmless and defend the ETSF, its officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs occasioned by the Commercial Exhibitor's/Food Vendor's occupancy or use of the premises and/or activities conducted in connection with or incidental to this lease and arising out of or resulting from the intentional acts or negligence of Commercial Exhibitor/Food Vendor, its officers, agents or employees, including all such causes of action based on common, constitutional, or statutory law, or based upon the negligent or intentional acts or omission of Commercial Exhibitor/Food Vendor, its officers, agents, employees or visitors. Commercial Exhibitor/Food Vendor further agrees that it shall, at all times exercise reasonable precautions for the safety of its officers, agents, employees, customers and visitors, as well as their property, while in or on the premises. It is expressly understood that ETSF shall not be liable or responsible for the negligence of Exhibitor, its agents, servants, employees, customers and visitors. ETSF assumes no responsibility or liability for harm, or any damaging events which are directly or indirectly attributable to premises or equipment in improvements constructed or placed by Commercial Exhibitor/Food Vendor which may now exist, or which may hereafter arise upon the premises any and all such defects including construction or equipment being expressly waived by Commercial Exhibitor/Food Vendor. Commercial Exhibitor/Food Vendor understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions, whatsoever, based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of Commercial Exhibitor/Food Vendor or any of its members, agents, employees, customers, or visitors. Failure on the part of Commercial Exhibitor/Food Vendor to comply with any term or condition placed upon him by this lease contract shall give the ETSF the right option to immediately declare this rental contract null and void and to eject Commercial Exhibitor/Food Vendor from said space and his/her right to exhibit or sell on the fairgrounds. NO PART of the money paid for the use thereof shall be returned to Commercial Exhibitor/Food Vendor.