

Food Vendors

RULES & REGULATIONS

RETURNING 2010 VENDORS/EXHIBITORS:

All contracts will be mailed to returning vendors during the month of February, 2011. Returning vendors will have until April 15, 2011 to return the signed contract, along with their initial deposit of 50% of the total amount due. The remaining balance, final contract, and a Certificate of Insurance declaring ETSF and the City of Tyler as "additional insured" on the policy- are due **no later than July 1, 2011**. Failure to respond to appropriate deadlines will result in cancellation of booth/contract and the forfeiture of any deposits- **NO EXCEPTIONS**.

***IMPORTANT:** If a Certificate of Insurance is not provided, a \$100 charge will be added to the remaining balance owed for ETSF to purchase insurance for Vendor/Exhibitor.*

Methods of Payment include: Cash, Personal Check, Money Order and/or Credit Cards (MasterCard or Visa) (Any fees not previously paid by August 1, 2011 must be done by Cash, Money Order and/or Credit Card ONLY)

NEW 2011 VENDORS/EXHIBITORS:

Beginning January, 2011 we will be accepting completed applications from new vendors, however, new applications will **not be confirmed until after April 16, 2011**. New vendors will need to submit the completed application along with photos of their booth/merchandise for consideration. Upon acceptance, Vendor/Exhibitor will be issued a contract confirming all information as accepted. Upon receipt, Vendor/Exhibitor will need to review the contract, sign and return it- along with an initial deposit of 50% of the total amount due- **within 14 days**. The remaining balance, final contract, and a Certificate of Insurance declaring ETSF and the City of Tyler as "additional insured" on the policy- are due **no later than July 1, 2011**. Failure to respond to appropriate deadlines will result in cancellation of booth/contract and the forfeiture of any deposits- **NO EXCEPTIONS**.

***IMPORTANT:** If a Certificate of Insurance is not provided, a \$100 charge will be added to the remaining balance owed for ETSF to purchase insurance for Vendor/Exhibitor.*

Methods of Payment include: Cash, Personal Check, Money Order and/or Credit Cards (MasterCard or Visa) (Any fees not previously paid by August 1, 2011 must be done by Cash, Money Order and/or Credit Card ONLY)

CANCELLATIONS

A cancellation fee of \$50.00 will be deducted from all refunds requested- **in writing-** prior to August 1, 2011. There will be **NO REFUNDS** given- for any reason- after August 1, 2011.

LIABILITY INSURANCE

Proof of liability insurance must be submitted with the Commercial Exhibitor/Food Vendor signed contract. All Exhibitors and Food Vendors **must** provide insurance naming the East Texas State Fair and the City of Tyler as "additional insured" on its policy. The policy shall provide minimum coverage of One Million Dollars (\$1,000,000.00) Combined Single Limits for Bodily Injury and Property Damage per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate.

***IMPORTANT:** If a Certificate of Insurance is not provided, a \$100 charge will be added to the remaining balance owed for ETSF to purchase insurance for Vendor/Exhibitor.*

STATE SALES TAX ID

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**.

ADVERTISING & PROMOTION

Exhibitor must confine any advertising or promotions to their assigned space.

- USE OF NAME OR OFFICIAL LOGO

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

ELECTRICITY

All electrical requirements must be ordered through the application process and will be determined from the information provided on the application. If, upon arrival, the electrical needs of the vendor/exhibitor have changed/increased, **an additional electrical fee will be charged**. All electrical connections and disconnections must be done by the Fair's approved electrician: Chambers Electric @ 903.882.1212. 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. The erection of antennas or any similar instruments on the roof of- or attached to- any building or structure is strictly prohibited. All vendors are required to supply their own electrical cords. ETSF electrical fees are as follows:

\$50 - 110 volts, 20 amps
\$100 - 240 volts, 30-50 amps
\$125 - 240 volts, 60-80 amps
\$150 - 240 volts, 100 amps

SUBLETTING

No part of the vendor contract can be sublet and/or transferred. This will be strictly enforced and any vendor caught participating in this practice will be asked to leave the premises immediately, with **no** refunds given.

ALCOHOL

All alcoholic beverage sales or distribution of any kind are strictly prohibited.

CHECK-IN

Vendor packets will be made available for pick-up during the week of September 12-16, 2011. You may pick up your vendor pack anytime between 9am-5pm (CST) at the Fair Office located at 2112 West Front Street in Tyler, TX.

HOURS OF OPERATION

Commercial Exhibitors & Food Vendors on the fairgrounds **and** in the exhibit hall must remain open during the following hours:

Indoor Commercial Exhibitors in Harvey Convention Center

September 22–October 1, 2011 from 10am - 10pm

Outdoor Commercial Exhibitors/Food Vendors on Fairgrounds

September 22–October 2, 2011 from 10am - 10pm

*All vendors can access the grounds at ANYTIME with a vendor pass.

EXHIBITOR & VENDOR PARKING

Food Vendors and Commercial Exhibitors will need to park in the designated lots only. All stock trailers **must** be located in the designated area. We request that all empty trailers be removed from the grounds throughout the duration of the Fair to allow for additional parking.

- RV PARKING

RV Parking is conveniently located on the fairgrounds for a nominal fee of \$20 per day. Approximately, ten full hook-ups and twenty-five (or more) partial hook-ups are available during the fair. However, all RV parking is available on a first-come, first-serve basis only, with no reservations accepted. Payment is required upon check-in. We accept Cash/Check/MoneyOrder/MasterCard or Visa.

PETS

For health and safety reasons, pets are **not** allowed to roam the Fairgrounds and must remain in the designated RV area **only**. Also, proof of appropriate vaccinations for all pets must be available upon request.

THIRD-PARTY RELATIONSHIPS

Food Vendors, Commercial Exhibitors, and Fairgrounds Acts/Attractions/Entertainment may not endorse, display, promote or sell any third-party relationships that conflict with the East Texas State Fair sponsorship agreements.

SPECIAL DELIVERIES

No deliveries (Mail, Packages, etc.) will be accepted at the Fair office, under any circumstances. Vendors and exhibitors will need to send and pick-up any mail, packages, etc. at the local post office or other local freight carriers (UPS/FedEx).

VENDOR SERVICES & RESTOCKING

Food Vendors/Commercial Exhibitors are allowed to re-stock their booths **prior** to Fair gates opening for that day. As a convenience to our vendors/exhibitors, the East Texas State Fair has contracted with the following businesses to be stationed on the fairgrounds throughout the Fair to assist you with any products or services you may need:

- 1.) B. B. Taylor Wholesale Products
- 2.) Coca-Cola, Inc.
- 3.) Flowers Bakery Company
- 4.) Pepsi-Cola, Inc.
- 5.) Smith County Public Health District
- 6.) Chambers Electric
- 7.) Tyler Beverages

Delivery to vendors of food items, beverages, ice, etc. from above listed businesses will be allowed Monday-Friday until 4:00pm and Saturday & Sunday until 10:00 am. After these hours, no deliveries will be allowed via any method.

RE-STOCKING TRAILERS &/OR TRUCKS

If your restocking truck or trailer requires electricity, there will be a charge of \$20 per day. If no electricity is required, you may park your restocking truck or trailer free of charge.

CLEANLINESS OF BOOTH AREA

Each Commercial Exhibitor/Food Vendor is responsible for maintaining a clean, organized 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.

PRIZE DRAWINGS &/OR GIVE-AWAYS

Exhibitors must obtain permission to hold a prize drawing and/or give-away by completing a Prize Drawing Form and returning it to the office before September 1, 2011. The name(s) of the winners of each item must be provided to the Fair Office within seven days of the closing of the Fair.

GOLF CARTS

Any vendor/exhibitor needing to use a golf cart on the fairgrounds must request permission from the Fair Office. Vendor/exhibitor must provide a **Certificate of Insurance** showing proof that golf cart coverage has been added, naming the East Texas State Fair and the City of Tyler, Texas as additional named insured. Due to safety concerns, no golf cart usage (by vendors) will be permitted on the midway during peak hours.

SECURITY

The Smith County Sheriff's Department will provide 24-hour grounds security throughout the Fair. Deputies will patrol the fairgrounds, exhibit buildings, and parking lots during the designated Fair hours. Every effort will be taken to provide a safe and secure event. All security, paging, and lost and found will be handled by the Sheriff's Department stationed inside the Security & Information Center on the fairgrounds. Each vendor/exhibitor is responsible for their own merchandise and ETSF 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.

VENDOR SURVEY

In your vendor packet you will find a 2011 Commercial Exhibitor/Food Vendor Satisfaction Survey, please complete the survey upon check-out and return it to the Fair Office by Saturday, October 8, 2011. We would like to hear from you so that we can make the East Texas State Fair better and more profitable for everyone involved.



Exclusively for Food Vendors ONLY

HEALTH CODE REQUIREMENTS

A Health Permit- issued by the Health Department- will be required at each location. You may obtain one by contacting Dolores with the Northeast Texas Public Health District @ (903) 535-0758. A Food Vendor may not operate without a valid permit. Additionally, each Food Vendor is personally responsible for payment of all fees, as determined by the Smith County Health Department and must pay them to the Health Department and must meet the Northeast Texas Public Health District Requirements. Non-compliance with health codes is considered a breach of contract and grounds for removal from the ETSF.

[Temporary Food Vendor Permit Application](#)

[Northeast Texas Public Health District](#)

FOOD EXCLUSIVES

The following is a list of “Exclusive Items” which may not be sold by any other vendor except by the contracted vendor to whom the exclusive right has been granted- WITHOUT EXCEPTION. If any of the listed items are found being sold during the ETSF by anyone other than the Food Vendor who has purchased the exclusive right to do so, they will be asked to remove the item/s and/or to remove any signs promoting the exclusive item/s. Further non-compliance will be grounds for dismissal from the ETSF with **no** refunds given.

* Corny Dogs * Funnel Cakes * Corn on the cob * Turkey Legs *

POUR RIGHTS

Post-mix fountain drinks and 20oz. plastic bottled drinks may be sold during the Fair from any stand selling drinks. Glass and commercially canned drinks are not allowed. 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** refunds given.

MERCHANDISE & DISPLAYS

All Food Vendors are required to post a menu and price list- listing the company name, menu, and prices of all items being sold. The Food Vendor must make it visible to the public prior to the first day of the Fair. The signs must be of a professional nature- no handmade signs are allowed. This posted menu and price list must prevail and be visible at all times for the duration of the Fair.

SET-UP

All Food Vendors **must** be set-up and ready to serve the public by 10:00am on Thursday - September 22, 2011.

TEAR-DOWN

Dismantling will take place on Sunday, October 2, 2011 from 10:00 p.m. and will extend until 12:00am.

Dismantling prior to this date and time will be in violation of your contract, unless otherwise pre-approved by ETSF Management.

All booths must be removed by Monday, October 3, 2011 at 12:00pm (Noon). Items left after this time will be disposed of at the discretion of the ETSF Management.

VENDOR PASSES

Vendor Passes will be included in your Vendor Packet and will be available for pick up September 12-16, 2011 and September 19-21, 2011 to those vendors who are **paid in full** AND have supplied their Certificate of Insurance naming the ETSF and City of Tyler, Texas as additional insured. Vendors/Exhibitors who have **not** provided their Certificate of Insurance will not be allowed to pick up their Vendor Packet/s until said Certificate of Insurance is provided, NO EXCEPTIONS.

Food Vendors on the Fairgrounds:

Each vendor receives the following: Parking Passes (2) Grounds Passes (6)

*** ETSF retains the right to offer equivalent parking/grounds/day passes to what is listed above at their discretion*

Based on availability, additional 10-day passes will be sold to Food Vendors/Commercial Exhibitors accordingly:

Parking Sticker (Non-Transferable): \$12.00 each, *Transferable* Grounds Pass (or equivalent): \$20.00 each and *Good for 1 Admission*/Daily Vendor Pass (or equivalent): \$2.00 each.

Vendors are strictly prohibited from sharing their passes with other Food Vendors/Commercial Exhibitors.

*** ETSF retains the right to offer equivalent parking/grounds/day passes to what is listed above at their discretion*

MUST & MUST-HAVES

- 1.) Food Vendor **must** post menu items and price list- neither can change during the Fair.
- 2.) Food Vendor **must** attach a back flow preventer to the water source.
- 3.) Food Vendor **must** 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 the clean-up crew.
- 5.) All waste grease or oil **must** be disposed of in disposable bins, as provided. No waste grease or oil is to be poured down drains or disposed of on the Fairgrounds. If grease bins are unavailable, all waste grease or oil **must** be placed in metal or heavy duty containers- with lids- and set outside at the end of the day to be picked up by sanitation workers. The containers will not be returned.
- 6.) Food Vendor **must** not use the 55-gallon trash barrels located on the Fairgrounds, they are for public use only.
- 7.) Food Vendor **must** not use shelf paper on the serving counters located in the booth.
- 8.) All food booths **must** have free tap water available for any patron that requests it.

PERMANENT FOOD VENDORS

All permanent Food Vendor Concession Stand Operators who leave any of their property (i.e. stoves, water heaters, refrigerators, etc.) in their stand during off-season times will pay a storage fee of \$150. Contract dates are August 1, 2011 – July 31, 2012. Under no circumstances will the ETSF Association be held liable for damages, theft, or destruction to the Exhibitor's property. All storage items housed in the permanent concession stands must be related to the Fair and used during Fair time only. No other items will be permitted either during or after the Fair.



East Texas State Fair
(a division of The Park of East Texas)
2011 Stipulations & Indemnification

All exhibitors are required to enter into a written agreement with ETSF. In the event of a conflict between the written agreement and the Rules & Regulations as detailed here, the written agreement will apply.

The East Texas State Fair (hereafter referred to as "ETSF")- in its sole and absolute discretion- reserves the right to interpret these Rules and Regulations ("Rules") and to settle and determine all matters, questions, or differences in regards, thereto, or otherwise arising out of, connected with, or without incident to the annual ETSF. ("ETSF" further reserves the right to determine- in its sole and absolute discretion- any unforeseen matters or controversies not covered by these Rules- as written and amended from time to time, and without further notice.)

Commercial Exhibitor/Food Vendor agrees to indemnify, hold harmless, and defend the ETSF, it's 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 of the ETSF. It is expressly understood that ETSF shall not be liable or responsible for the negligence of *Commercial Exhibitor/Food Vendor*, its agents, servants, employees, customers or 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 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 to immediately declare this rental contract null and void, and to eject *Commercial Exhibitor/Food Vendor* from said space and his or 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*, under any circumstances.

It is mutually agreed and made a part of this contract that all East Texas State/Park of East Texas Fair Rules and Regulations, all City of Tyler, Smith County and State of Texas ordinances must be complied with at all times, without exception. Any *Commercial Exhibitor/Food Vendor* who falsifies any information entered under contract and misrepresents themselves, their business, their products, their employees, or otherwise, will be immediately removed from their booth and the Fairgrounds as a whole, and said *Commercial Exhibitor/Food Vendor* will forfeit all fees and/or monies paid- or owed to- ETSF.

Print Name

Signature

Date