

2012



Vendor Manual

2012 East Texas State Fair Dates To Remember

Vendors



January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

June						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Jan 16– Food Vendor Meeting. Contracts distributed.

Feb 15– First payment and signed contract due.

Feb 20– Unpaid Contracts Terminated. New Vendor Applications Accepted

June 1-Certificate of Insurance due

June 18- **Second Payment**, Certificate of Insurance payment due.

Cancellations after this date will receive a refund equal to HALF of all payments made.

June 25– Late Fees Applied to 2nd Payment

July 2- Menu and Sales Items Due

July 6– Unpaid Contracts Terminated

July 6– Final date to receive WRITTEN Notice of contract cancellation. NO Refunds After this Date.

Sep 3– ETSF Office Closed

Sep 4– Drawing & Giveaway Registrations Forms, Golf Cart Insurance Forms DUE

Sep 10– Packet Pickup Begins

Sep 14– Outside Exhibitor Set-up begins

Sep 20- Inside Exhibitor Set-up Begins

Sep 21-30– 2012 East Texas State Fair

Oct 1– All Exhibitors booths/displays should be completely removed by 5pm

Oct 5– All Permanent Food Concessions must be cleaned and prepared for Inspection. Storage contracts and payment must be received at this time.

2012 EAST TEXAS STATE FAIR VENDOR RULES & REGULATIONS

PLEASE READ CAREFULLY. SIGN AND RETURN ACKNOWLEDGEMENT SHEET.

THESE GUIDELINES ARE A BINDING PART OF YOUR SPACE CONTRACT WITH THE EAST TEXAS STATE FAIR

These Rules & Regulations governing the East Texas State Fair are provided to advise Vendors of their rights, restrictions and requirements.

The East Texas State Fair is hereafter referred to as the "Fair" and the Exhibitor, or Concessionaire, is hereafter referred to as the "Vendor." All mail correspondence to the East Texas State Fair should be addressed to East Texas State Fair, 2112 West Front Street, Tyler, TX 75702, conducted by phone at (903) 597-2501 or email vendors@etstatefair.com.

A Vendor's Contract is subject to cancellation if a payment or signed Contract is not returned by the date shown.

Payments need to be received in the Fair Office by dates specified, or Vendor's Contract will be cancelled and exhibit space reassigned.

The Fair reserves the right to refuse space.

ATM

ATM machines will be available. A map of the locations will be included in the vendor packet.

ADHESIVE STICKERS

No type of adhesive sticker, promotional or otherwise, may be given away on the Fairgrounds. Any evidence of stickers being attached to any property on the Fairgrounds, or that of any Vendor, is considered a violation, and can be grounds for cancellation of a Vendor's Contract. It will be the responsibility and expense of the Vendor to remove stickers from any property on the Fairgrounds, or of any Vendor. Stickers must be removed to the satisfaction of the Fair.

ADMINISTRATION OFFICE

The Administration Office is located in the back of Building D. The following departments are located in this building: Commercial Exhibits, Competitive Exhibits, Finance, RV Park Director, Sponsorship Departments and the Ticket Office. All office hours during the Fair are 8:00 am to 6:00 pm, except when otherwise noted. The Livestock Department is located to the south of the West Pavilion. The Security Office is located in Building F.

ADMISSIONS

Gate admission credentials will be in Vendor Packets. Each vendor must have a Fair issued ticket for entrance weekdays after 2:00 PM and weekends after 10:00 AM. It is the sole responsibility of the Vendor to schedule and assign passes to workers. No one will be admitted without a Gate ticket. Vendors will not be allowed to pass tickets through the gate, if observed engaging in this practice, a full price admission ticket must be purchased at that time. Repeated ticket violations may lead to the forfeiture of Vendor space.

Vendors have the option of trading Grounds Passes for Vendor Day Passes, 1 Grounds Pass=10 Vendor Day Passes prior to the Fair opening. After the Fair opens a Grounds Pass is only equal to the number of days remaining in the Fair.

ADVERTISING

No vendor may use the official event name, "East Texas State Fair" or logo, without written consent from the Fair.

ALCOHOLIC BEVERAGES

The sale of alcoholic beverages or distribution by any vendor is strictly prohibited.

APPROVED SUPPLIERS

The following approved vendors will be stationed on the Fairgrounds: BB Taylor Wholesale Products; Flowers Bakery Company, Chambers Electric, Northeast Texas Public Health District

AWARDS PROGRAM

Each year Vendor's are judged in two categories: Best Non-Food Vendor, Best Food-Vendor. Vendor's are judged on the following: Presentation, Appearance, Cleanliness and Signage.

BALLOONS

Vendors **are not** allowed to distribute helium filled or inflated balloons. Vendors who want to use inflated balloons are booth decorations must submit their plan for approval by July 1st.

BEVERAGES

Vendors shall purchase drinks from Coca-Cola, Inc.; Pepsi-Cola, Inc.; Tyler Beverages. A vendor may use their own post mix machine but supplies must be purchased from the approved suppliers. If you serve bottled drinks only 20 ounce bottles are allowed, no cans shall be sold.

BOOTH PRESENTATION

Booths must be kept professional, clean and presentable at all times. Booths may not be constructed of pieced together fencing or boards.

Vendor, at his own expense, must drape, cover or remove unsightly structures exposed to public view. All labor, materials and equipment necessary for setting up must be supplied by the vendor.

Vendors must have their booth set up, cleaned of packing materials and ready for business by **9:30 AM on Friday, September 21st** otherwise the space will be forfeited and may be reassigned, all payments shall be forfeited.

Food Booths– Nothing may be affixed to the permanent buildings without prior written approval from the Fair, any additions must be removed no later than October 2nd or a daily fine will be incurred by the Vendor Placement of pole/pop-up tents may be in assigned, contracted space only. Any signage, flags or other décor must be contained inside the contracted booth space. Any advertising or merchandise displayed outside of the space, may be confiscated, repeated violations will result in removal from Fairgrounds without refund. Supply and storage boxes must be maintained so they are not visible to the public. No items may be placed in traffic areas or that will obstruct the sight line.

Inside Booths-Booths inside Harvey Convention Center will be provided with a sign if all contract requirements are met by July 1. Arrangement of booths must be such as not to obstruct the view of booths on either side. Patrons must be able to see all the booths clearly from the end of the aisle. All booth décor must remain within the contracted space, nothing maybe outside of the perimeter. All booths must be acceptable and if deemed unsuitable by the Fair for any reason, the booth may be removed from the fairgrounds without refund. No items of any kind may extend from the ceiling. All materials, table coverings, etc. used in a booth must be flame resistant. Tables, chairs and any other display items are the responsibility of the Vendor, items may rented from Phoenix Design Group or provided by the Vendor. Supply and storage boxes must be maintained so they are not visible to the public.

Outside Booths-Placement of pole/pop-up tents may be in assigned, contracted space only. Any signage, flags or other décor must be contained inside the contracted booth space. Any advertising or merchandise displayed outside of the space, may be confiscated, repeated violations will result in removal from Fairgrounds without refund. Supply and storage boxes must be maintained so they are not visible to the public. No items may be placed in traffic areas or that will obstruct the sight line.

BOOTH SET-UP

Outdoor Vendors may begin setting up on Friday, September 14th. Indoor Vendors may begin moving in on Thursday, September 20th at 8:30 AM. All vendors must be fully unpacked, vehicles off the fairgrounds with booths manned and open for business no later than 9:30 AM on Friday, September 21st. Booths may not be torn down until 10:00 PM on Sunday, September 30th.

CERTIFICATE OF INSURANCE

Proof of liability insurance **must** be submitted naming the **East Texas State Fair** and the **City of Tyler** as “additional insured” on the 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.

If a Certificate of Insurance is not on file by June 1st a \$100 fee will be assessed for insurance. This fee will be due by June 18th .

CLEANLINESS

Every space shall be prepared in a neat and orderly style and shall be kept clean and neat by the vendor. At the end of each day, the Vendor will clean their area and place trash in the designated area. Fair employees will clean aisles and streets of trash. Anything left out after the daily trash pick up, is the responsibility of the Vendor . When the Fair is over, it is expected that the vacated space(s) will be left clean and free of debris. Trash service will be provided September 21-30 only. All boxes must be broken down prior to setting out for trash pick-up.

If improper disposal of any refuse is discovered, a penalty may be assessed. This includes the improper disposal of food, food products and food by-products.

CONFIDENTIALITY

The specifics of a vendor’s contract, rules and regulations are strictly confidential. Any correspondence between the Fair and Vendors is to remain confidential. Any act of sharing the aforementioned information will be considered a breach of Vendor’s contract and is subject to contract cancellation and removal from the fairgrounds.

CONSTRUCTION AND IMPROVEMENTS

Any special carpentry, wiring, telephone, gas, steam, water or drainage connections shall be arranged and installed by the vendor at his expense, with permission from the Fair. Nothing may be affixed to any permanent booth without submitting a written request to the Fair for approval.

CONTRACTS

A signed contract and 50% of total rental and utilities fees must be received by the Fair office no later than February 15, 2012 . Failure to respond by the first deadline will result in a cancelled contract and the space will be sold.

A final payment along with a certificate of insurance must be received no later than June 18, 2012.

Failure to respond by the second deadline will result in a cancelled contract and the space will be sold. All payments will be forfeited.

CONTRACT CANCELLATION AND REFUND POLICY

A contract may be cancelled for violation of any rule, regulation or guideline in this Manual or infraction of any Laws, and may be cause for not inviting a Vendor to return the following year. If the violation is of a serious nature, this may be cause for immediate removal of the Vendor, forfeiture of all fees paid and no renewal for the next year’s Fair.

If the East Texas State Fair does not receive the signed **Contract, required deposit** and **correct certificate of insurance** by the due dates specified on the Contract and in the Rules or if the **Contract balance** is not paid by the due date specified on the Contract, the Contract is subject to cancellation.

A Vendor may submit a written request for cancellation of contract any time during the year. An administrative fee will be assessed to all requests, requests received prior to July 16 shall receive half of all fees paid less the administrative fee. Requests made after July 16th will not receive any refunds.

DELIVERIES

NO deliveries (USPS, UPS, Fed-Ex, etc.) will be accepted at the Fair office, under any circumstances.

FAIR BUCKS

The East Texas State Fair has instituted a Fair Bucks system. Fair Bucks are to be accepted by **ALL** Fair food vendors and are to be redeemed at the closing of the Fair in the Fair office for face value. Patrons **are not** to be given change on Fair Buck transactions.

FIRST AID STATION

The First Aid Station is located at the Security Office. Emergency Medical Services are also available regularly throughout the Fair.

GOLF CARTS

Any vendor requiring a golf cart on the fairgrounds must request written permission from the Fair Management and provide a **Certificate of Insurance** covering the golf cart and naming the **East Texas State Fair** and the **City of Tyler** as additional named insured.

Vendor golf carts for any use other than medical, shall not be used by vendors during peak hours. Vendors may NOT utilize golf carts for any advertising/solicitation of guests.

GREASE DISPOSAL

Grease disposal is free of charge and repositories have been provided by the East Texas State Fair. Repositories are marked on a map that will be included in your Vendor Packet.

Grease, liquid or solid waste will not be dumped in the sewage or storm drainage system. Violators will be fined. Grease will not be disposed of in the regular trash pick up.

HEALTH REGULATIONS

All food vendors are required to comply with county regulations. The Northeast Texas Public Health District may be reached at 903.535.0758. Vendors are responsible for any and all permit fees and are responsible for following all NETPHD rules and regulations.

MENUS

The pricing of all food/drink items must be submitted to the Fair office for approval by July 2. Menus MUST be posted clearly on professionally printed signs in Vendor booths. No menu changes or pricing changes are allowed without prior written approval. Food vendors shall mask any products not available on signs and unit. This shall be done in an attractive manner.

MERCHANDISE/PRODUCTS

Vendors are not allowed to sell or distribute any items other than those listed on their signed contract, including but not limited to; food items, beverages, toy knives, guns or swords, rubber band guns, high-powered water guns, products made from endangered animals, scooters, skateboards, lasers, unsafe, obscene, pornographic, indecent or otherwise offensive materials, drug related items, stickers or decals and balloons. Vendors shall remove any items that are not considered acceptable by the Fair Management. Counterfeit merchandise is prohibited. The Fair reserves the right of final approval for all products or services to be rendered, before and during the East Texas State Fair. A Vendor shall exhibit, sell, or give away, only such items as listed on the Contract, or approved on the Prize Drawing Form.

OPEN GRILLS

Food vendors shall be required to cover or fence any work area to prevent access to open grills.

OPERATING HOURS

All exhibits must remain intact, manned and open for business during the hours the Fair is open to the public. Hours shall include but are not limited to weekdays– indoor vendors 10:00 AM-10:00 PM; outdoor vendors 10:00 AM-10:00 PM; weekends-indoor vendors 10:00 AM-10:00 PM; outdoor vendors 10:00 AM-11:00 PM.

PACKETS

Vendor packets may be picked up in the Fair Office September 10-15 & 17-19; 9:30 AM-4:30 PM

PARKING

Vendors shall park in the designated Gold Parking Lots. A parking permit does not guarantee a space. All vendor vehicles must be marked with a Vendor Parking Pass

PASSES

Vendors have the option of trading Grounds Passes for Vendor Day Passes, 1 Grounds Pass=10 Vendor Day Passes prior to the Fair opening. After the Fair opens a Grounds Pass is only equal to the number of days remaining in the Fair.

Vendors shall be issued gate and parking passes on the following schedule:

Indoor Vendors	10 x 10	3 Grounds Passes	2 Parking Passes
	10 x 20/30	5 Grounds Passes	3 Parking Passes
Outdoor Vendors		3 Grounds Passes	2 Parking Passes
Outdoor Food Vendors		6 Grounds Passes	2 Parking Passes

PETS

Pets are NOT allowed on the fairgrounds. Pets are allowed in the designated RV area and vaccinations records must be available upon request.

PRIZE DRAWINGS

Vendors must obtain permission to hold any prize drawing by completing a Prize Drawing Form and returning it to the Fair office before September 1, 2012. The Fair office must be notified of prize winners within 7 days of the drawing.

RESTOCKING

Restocking from vehicles shall be permitted on the fairgrounds before 9:00 AM daily or after 11:00 PM daily. No vendor vehicles will be allowed on the fairgrounds between 9:00 AM and 10:00 PM daily. Food Vendors are allowed to re-stock prior to the Fair opening daily.

RV PARKING

RV parking is available on the Fairgrounds on a first come-first served basis. Full hook-ups are \$25/day and partial hook-ups are \$20/day. Self-parking is not allowed. Contact the Fair office for parking assistance between 8AM and 5 PM. Afterhours you may park yourself and you will be positioned the next morning. Payment is required upon check-in.

SALES TAX

Vendors are responsible for displaying Texas Sales tax permit and collecting sales tax on items sold. Comptroller of Public Accounts 800.252.5555

SEATING

Benches, tables and chairs are placed throughout the fairgrounds by the Maintenance Department, prior to the Fair, for use by our visitors. Please do not move any benches, tables or chairs from their set locations. Vendor's are responsible for providing their own seating at the booth or must rent seating from Phoenix Design Group.

SOLICITING/ADVERTISING

Vendors shall only advertise and sell products that have been approved by the Fair office and are listed on their contract. All vendors are expected to conduct all business within the confines of their allocated booth space. It is not permissible to go outside your booth to distribute fliers, solicit customers, advertise your product either on foot or in a vehicle.

SIGNAGE

All signs shall be printed, **NO** hand written/painted signs will be allowed.

SOUND

All vendors are expected to be aware of the effect their music has on those around them. PA Systems are not allowed at any booths. Playing music is acceptable but noise level will be monitored closely.

SPACE ASSIGNMENTS

The East Texas State Fair will endeavor to assign the space requested, however in case of multiple requests for the same space, the Fair will assign to the earliest paid in full applicant. The Fair retains final decision on space assignments.

STORAGE Fair-owned structures may not be used by any person or entity for storage or any other purpose during the Non-Fair period without a separate agreement issued with payment. A storage contract will be issued on October 2 and will run through July 1 of the following year. Any vendor with a storage contract who does not renew their Fair contract or is not paid in full by the aforementioned deadlines then the storage contract is voided and items must be removed immediately.

SUBLETTING

No part of the vendor space can be sublet and/or transferred. Any vendor caught in violation will be escorted from the premises with **no** refunds given.

THIRD-PARTY RELATIONSHIPS

Vendors may not endorse, display, promote or sell any third-party relationships that conflict with any Fair sponsorship agreements.

TRAILERS

Concession Trailers shall be kept neat and appealing to the public. Concession trailers must have professional skirting. If hitch on trailer is not removable professional skirting should obscure the hitch. Soft drink canisters, equipment, product, etc. stored outside of the trailer **MUST** be concealed with professional looking tent/canvas screening or attractive fencing.

UTILITIES

Electricity-All electrical requirements are ordered at time of application. All connections and disconnections must be handled by fair's approved electrician Chambers Electric @ 903.882.1212. Hook-up fees and inspection fees are sole responsibility of vendor. Vendors are responsible for electricity fee: \$50-110 volts/20 amps; \$100-240 volts/30-50 amps; \$125-240 volts/60-80 amps; \$150-240 volts/100 amps. Vendor shall supply own electric cords. Indoor exhibitors requiring electricity will be charged a flat fee of \$50 per 10 x 10 space.

Gas-Vendors are responsible for their own gas hook-ups and maintenance. The fee for gas is \$50.00

Water— The water/sewer service will be provided **free** to food vendors. The Fair is not responsible for any water or sewage lines inside of a building/concession used by the Vendor. By law, all gray water must be dumped or pumped into a sewer drain (not a storm drain). Please plan accordingly if you plan to use a holding tank. Any exhibitor found pumping into/dumping onto anything other than an authorized drain will be assessed a fine.

WEAPONS

Weapons of any kind are prohibited on the fairgrounds. A weapon is considered anything that is used for fighting or a means of attack or defense, such as firearms, knives, brass-knuckles, clubs, etc. Weapons are not allowed as a part of a Vendor's booth.

East Texas State Fair
(a division of The Park of East Texas)
2012 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.)

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 *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 *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 *Vendor*, its officers, agents, employees or visitors. *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 *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 *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 *Vendor*. *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, but solely to the extent caused by the negligent or intentional acts or omissions of *Vendor*; including, but not limited to: any such claim asserted by or on behalf of *Vendor* or any of its members, agents, employees, customers, or visitors. Failure on the part of *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 *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 *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 *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 *Vendor* will forfeit **all** fees and/or monies paid- or owed to- ETSF.

Print Name

Signature

Date