

Rental Rules & Regulations

Hold Date for renting facility - Deposit of 25% of rental fees is required. This is non-refundable, but will be applied to the rental fee.

Rental Times: 8:00 a.m. – 12:00 a.m.

Cleanup: 12:00 a.m. – 1:00 a.m.

Prior to move-out and lock-up of facility, LESSEE must clear all tables and floor surfaces, including restroom areas, of all items and debris including. Debris is to be placed in trash containers provided throughout the facility by the East Texas State Fair. Failure to comply will result in forfeiture of damage deposit.

Any boxes used during event must be broken-down by LESSEE and put in ETSF trash dumpster located on the fairgrounds. In the event the amount is in excess over and above what will fit into dumpster, LESSEE agrees to pay for extra dumps with the amount being retained from LESSEE'S damage deposit.

Insurance:

A Certificate of Insurance showing proof of \$1,000,000 liability insurance coverage naming the East Texas State Fair Association and the City of Tyler, Texas as additional named insured. In the event LESSEE does not have the required liability insurance coverage, he/she may purchase the required liability insurance coverage through this office from our insurance company, K & K Insurance Group, for a fee of \$100.00

Damage/Non-Compliance Deposit:

A minimum of \$200 Damage/Non-Compliance Deposit is required at least thirty days prior to the event. The amount of the Damage Deposit required may be larger depending on the facilities rented. Only cash, cashier's check or a money order will be accepted, unless otherwise agreed upon. East Texas State Fair agrees to return this deposit to LESSEE if no damages are found or violations of rental agreement have occurred. Property damage does not only consist of material destruction, but of liquids or substances of any type, including gum, tobacco, etc., being left on floors for any length of time. Property damage may also include damage to outside areas. Any and all property damage caused by LESSEE, his/her agent, employees, invitees or the public to East Texas State Fair properties will be restored at the expense of the LESSEE, to a condition equal to that at the time of occupancy. Amount is determined in the Building rental and fees chart.

Cancellation Policy:

A non-refundable Holding Deposit equal to 25% of the rental fee must be paid to hold the building for the event. This amount will be deducted from the total rental fee when balance due is paid. In the case of a cancellation, a full refund of fees paid, excluding the Holding Deposit will be given if cancellation occurs more than thirty days before the event. If the cancellation occurs within thirty days or less of the event, then the Holding Deposit and any Insurance paid will not be refunded. A portion of the rental fee can be retained by the ETSF to cover any expenses incurred by ETSF for set-up of the cancelled event if not covered by the Holding Deposit.

Building Access:

LESSEE and any guests have access to the building rented for the event. Guests should remain in the immediate area of the event and may not be in other areas of the Fairground.

Security:

Security must be paid at a cost of \$25 per hour per officer used. Security is provided by off-duty Smith County Sheriff deputies. Minimum numbers of security officers are determined as follows. However, at the discretion of the security detail, additional officers may be required.

For building rentals – 1-2 officer are needed per 250 guests at non-alcohol events

A minimum of 2 officers are required when alcohol is present - 1 additional officer per 100 guests

Livestock Rentals – May use own security, but deputies can be provided upon request

East Texas State Fair reserves the right to determine the number of certified licensed security personnel required for any event and their hours for arrival and departure, as well as, the right to request additional security if circumstances warrant the need for extra security.

East Texas State Fair also reserves the right to choose which security firm will be hired for event and will contact them to schedule security for stated event. All security costs will be the responsibility of the LESSEE. Payment for security services **is payable directly to security personnel in CASH prior to the start of event. Security hourly fees apply and must be paid in full until close of event or until building is locked.**

Anyone entering or already inside leased facility is subject to being searched by security.

Caterers:

The East Texas State Fair does provide a list of possible concessionaires that may be contracted with by the LESSEE for the event. LESSEE may also contact outside catering sources for the event. LESSEE pays a \$50 Food and Beverage Fee for use of the concession facilities. The concessionaire or caterer must complete a Catering Agreement with the ETSF and will pay ETSF 10% of catering/food and beverage fees.

Electrical:

Events requiring special arrangements must provide a detailed layout of the electrical needs to the East Texas State Fair office 30 days prior to the event and may be charged for additional electricity or any other costs associated with providing these special needs.

Bands are permitted but if a 220 amp electrical hookup is needed, they must provide their own 50-amp plug in order to be connected.

Alcohol is permitted with the exception of glass bottles. **ALL GLASS BOTTLES ARE PROHIBITED.**

Checks: No **OUT OF TOWN CHECKS** will be accepted 30 days prior to the event and no **LOCAL CHECKS** will be accepted within two weeks (14 days) of event. In this case, cash, money order or a cashier's check will be accepted unless otherwise agreed upon.

Special set-ups must be presented in writing to the ETSF office at least 30 days prior to the event or upon signing contract

Additional Tables & Chairs: Any additional chairs or tables that are needed above what is provided, as described in chart above, will be charged to the Lessee.

Illegal Substances and Weapons are prohibited.

Ordinances: All City, County and State ordinances must be complied with at all times. Lessee will be responsible for obtaining any permits that may be applicable to their event.

Decorations: The Lessee is responsible for personal safety and the safety of those associated with the event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls, or other structures are not permitted. This includes the use of tape, tacks, nails, or staples. Throwing rice, confetti and flower petals and the use of sparklers is not allowed on the grounds or in facilities.

Positively no one shall tamper with, or change, any of the general appearances of Fair properties in any manner by hanging or posting signs, banners, etc, without the written approval of the East Texas State Fair Association.

Parking: LESSEE and all guests should park along Fair Park Drive or in Harvey Convention Center Parking lot. Caterers and bands may enter the west Fairgrounds entrance and park on the north side of the Mayfair Building.

Other Rules and Regulations:

It is fully agreed that all authorized East Texas State Fair personnel and/or board members will be admitted free of charge at any and all times to any event held on East Texas State Fair properties.

No part of this AGREEMENT can be transferred or sublet without the approval of East Texas State Fair management.

LESSEE agrees to hold the East Texas State Fair harmless in all instances for legal liability and damage to the property, which LESSEE may have on the East Texas State Fair grounds, and also, hold the East Texas State Fair harmless for any injury or damage sustained by the LESSEE, his agents, employees or invitees, and the public.

Failure on the part of LESSEE to comply with any term or condition placed upon him/her by this agreement shall give the East Texas State Fair the right of option, to immediately declare this agreement null and void and to eject LESSEE from premises. No part of the money paid for the use of facilities shall be returned to LESSEE in this instance.

It is agreed and understood that the East Texas State Fair shall not be liable to LESSEE or to LESSEE'S agents, employees, patrons, attendees, volunteers, visitors, or the general public for any damage to person or property caused by any act, omission, or neglect of the East Texas State Fair in connection with the condition of the leased premises, facilities, and improvements. The East Texas State Fair shall not be liable to LESSEE or to LESSEE'S agents, employees, patrons, attendees, volunteers, visitors, or the general public for any damage or injury to person or property caused by any act, omission, or neglect of LESSEE or LESSEE'S agents, employees, patrons, attendees, volunteers, visitors, or any member of the general public. LESSEE agrees to hold the East Texas State Fair harmless from all claims for any such damage including, without limitation, reasonable attorneys' fees and costs, and further including any negligence or alleged negligence on the part of the East Texas State Fair. The minimum insurance limits expressed herein shall not be construed as limiting the amount of LESSEE'S indemnity of The East Texas State Fair.