

CTSF 2023 Vendor Rules & Regulations

PLEASE READ CAREFULLY.

SIGN AND RETURN ACKNOWLEDGEMENT SHEET WITH APPLICATION. THESE GUIDELINES ARE A BINDING PART OF YOUR SPACE CONTRACT WITH THE CENTRAL TEXAS STATE FAIR

These Rules & Regulations governing the Central Texas State Fair are provided to advise Vendors of their rights, restrictions, and requirements. The Central 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 Central Texas State Fair should be addressed to Central Texas State Fair, PO Box 206, Belton, TX 76513, conducted by phone at (254) 933-5353 or by email to Sarah Fowler sarahf@bellcountyexpo.com for commercial vendors and Keith Smith keiths@bellcountyexpo.com for food vendors. 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 Business Office by the dates specified, or Vendor's Contract will be cancelled and exhibit space reassigned. The Fair reserves the right to refuse space.

ADMISSIONS

Gate admission credentials will be in Vendor Packets. Each Vendor must have a Fair issued credential for entrance. It is the sole responsibility of the Vendor to schedule and assign daily passes to workers. No one will be admitted without a Gate pass or credential. 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. Each vendor will receive 4 vendor passes. Additional passes may be purchased for \$10 each.

ALCOHOLIC BEVERAGES

The Bell County Expo Center is a TABC licensed venue, therefore it is unlawful for vendors other than licensee to sell, deliver, or otherwise provide alcoholic beverages to customers, staff, or employees.

BEVERAGES

Vendors wishing to sell bottled water must purchase these items from the Central Texas State Fair.

BOOTH PRESENTATION

Booths must be kept professional, clean, and presentable always. Booths may not be constructed of pieced together fencing or boards. Vendor, at its 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, cleared of packing materials and ready for business by 4pm on Friday, August 31st otherwise the space will be forfeited and may be reassigned, all payments will be forfeited.

BUSINESS OFFICE

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The Business Office is located on the back side of the Assembly Hall. The following departments are in this building: Finance, RV Park Rental, Sponsorship Department, Security and the Fair Manager. Office hours are Monday -Friday 8am-5pm CST and during fair operation hours, except when otherwise noted. The Livestock Department is in the Livestock Complex.

Food Booths

Placement of pole/pop-up tents may be in assigned, contracted space only and should be included when applying for space requirement submission. 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. Supply and storage boxes must be maintained so they are not visible to the public. No items may be placed in traffic areas that will obstruct the sight line. All food vendors must have a container for grey water, no gray water is permitted to run on the grounds. Violations will result in removal from Fairgrounds without refund.

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

Indoor Vendors may begin setting up on Tuesday, August 29th. Outdoor Vendors may begin moving in on Wednesday, August 30th. Vendor packets may be picked-up at check-in on move-in day. All Vendors must be fully unpacked, vehicles off the fairgrounds by 3pm August 31st with booths manned and open for business by 5pm August 31st. Booths may not be torn down until Fairgrounds have closed on September 3rd and given all clear by Fair management.

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. All trash must be left in designated spaces to be picked up. 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 and grey water. When the Fair is over, it is expected that the vacated space(s) will be left clean and free of debris. Booth space must be completely clean by 2 PM on September 4th, 2023. If trash or promotional items are not properly disposed of a \$50 clean up fee will be assessed and a contract for the following year's fair will not be issued until the fee has been paid.

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Commercial Booths

All booth décor must remain within the contracted space; nothing may be 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. Tables, chairs, and any other display items are the responsibility of the Vendor; tables and chairs may be rented from the Central Texas State Fair. Supply and storage boxes must be maintained so they are not visible to the public.

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 Central Texas State Fair does not receive the signed contract, payment, and correct certificate of insurance by the due dates specified on the Contract and in the Rules the contract is subject to cancellation.

DELIVERIES

Deliveries (UPS, Fed-Ex, Amazon...) may be sent to 301 West Loop 121, Belton, TX 76513. If you are a commercial or food vendor, items must be addressed to Central Texas State Fair, attention your name. Packages without being properly addressed will be turned away. USPS may be mailed to PO 206, Belton, TX 76513. USPS is checked once a day only during regular business hours.

DRONES

The operation or use of any drones, unmanned aircraft/flying systems, and remotely controlled or radio-controlled flying machines (whether motorized or not) of all types, shapes, and sizes at any time on the Central Texas State Fair is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the Central Texas State Fair. This policy applies to all individuals, persons, companies, and business entities and includes, but is not necessarily limited to, promoters, tenants, and renters. Permission to stay or remain on the Central Texas State Fairgrounds property may, in the discretion of the Central Texas State Fair, be revoked for any person(s) in violation of the policy.

ELECTRICITY

Food vendors are required to purchase the proper v/amp needed for their food truck.

110v/20amp-\$100	220v/30amp-\$200
220v/50amp-\$250	220v/100amp-\$350

It is up to the vendor to furnish their own pigtail.

Commercial vendors may purchase a single outlet for \$25. Vendor is required to supply their own extension cord.

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FIRST AID STATION

The First Aid Station is located at the Business 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 Bell County, Bell County Expo, Inc and Central Texas State Fair as additional named insureds. 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 Central Texas State Fair. 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 Bell County Public Health District may be reached at 254-778-7557. Vendors are responsible for all permit fees and are responsible for following all BCPHD rules and regulations.

MENUS

The pricing of all food/drink items must be submitted to the Fair office with application for approval. 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 Central 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.

Move-out

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MOVE OUT IS NOT ALLOWED UNTIL Fairgrounds have been cleared on September 4th, 2023. NO EXCEPTIONS!!! Additional move out will be on Monday Sept. 4th from 9am-2pm (Not Fair Hours) All Exhibitor booths and displays should be completely removed, and area cleaned by 2pm Sept. 4th.

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 of Operation

Thursday 5pm - 11pm

Friday 5 pm - Midnight

Saturday Noon- Midnight

Sunday Noon-Midnight

*** Times are subject to change***

PACKETS

Vendor packets may be picked up during Early Move in and continuing to August 31st. Packets must be picked up by noon on August 31st.

PARKING

Vendors are asked to not park in the first 10 rows closest to the building.

PAYMENT

All Vendor payments are due 10 business days from invoice date. Invoices MUST be paid in cash, cashier's check, money order, or credit card (Visa, Discover, or Mastercard accepted).

PETS

Pets are NOT allowed on the Fairgrounds. Pets are only allowed in the designated RV area on a leash and vaccinations records must be available upon request.

PRIZE DRAWINGS

Vendors must obtain permission to hold any prize drawing by emailing request to sarahf@bellcountyexpo.com.

RESTOCKING

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Restocking from vehicles shall be permitted on the Fairgrounds before 4pm Thursday and before 4pm Friday and 11am Saturday and 11am Sunday or daily after 1am (if given the clear by Fair management). No Vendor vehicles will be allowed on the Fairgrounds during operational hours.

RETURNED CHECKS

There is a \$50 fee on all returned checks. In the event that a check has been returned, the issuer will be notified and informed that they have 5 business days for payment to be made along with the fee. If not made in 5 business days, Vendor will be moved to a waiting list and booth space will be forfeited. Previous payments will not be refunded if past refund deadline. Checks will no longer be an accepted form of payment from Vendor; only cash, money order, cashier's check, or credit card (Discover, Master, or Visa card) will be accepted.

RV PARKING

RV parking is available on the Fairgrounds on a first come-first served basis. All hook-ups are \$30/day. Self-parking is not allowed. Spots may be purchased on application and payment will be due with invoice. To purchase a spot during move-in you will need to go to the business office during regular hours. Afterhours you may park yourself and you will be positioned the next morning.

Security

Security personnel are on duty during all hours of the Fair for your protection and safety. The Central Texas State Fair/Bell County Expo Center will not be liable for loss or damage caused by fire, theft, or vandalism.

SOLICITING/ADVERTISING

Vendors shall only advertise and sell products that have been approved by the Fair management 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, and advertise your product either on foot or in a vehicle.

SOUND

No sound systems or broadcasting devices of any kind may be used without the approval of Fair management.

SPACE ASSIGNMENTS

Spaces are assigned at the discretion of Fair management. A returning vendor may request the same location as a previous year but is not guaranteed.

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.

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Central Texas State Fair (a division of the Bell County Exposition Center) 2023 Stipulations & Indemnification

All Exhibitors, Sponsors, Volunteers, Contractors, Employees, Vendors, and Entertainers are required to enter into a written agreement with Central Texas State Fair. In the event of a conflict between the written agreement and the Rules & Regulations as detailed here, the written agreement will apply. The Central Texas State Fair (hereafter referred to as "CTSF")- 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, the annual CTSF. CTSF 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 will indemnify, hold harmless, and defend the CTSF, 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; diseases; bacterial infections such as E. coli and viral infections such as COVID 19, 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) the CTSF and arising out of or resulting from the negligent or intentional acts, or omissions of Vendor, its officers, agents or employees; including: all such causes of action based on common, constitutional, or statutory law.

- Vendor further understands that the indemnity provided hereunder shall extend to and does apply to the negligent acts or omissions of CTSF, its officers, agents, and employees. Vendor expressly agrees to indemnify CTSF, its officers, agents, and employees in any matter arising from or occasioned by Vendor's occupancy or use of the premises and/or activities conducted in connection with negligent acts or omissions of CTSF, its officers, agents, or employees.
- 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 CTSF. It is expressly understood that CTSF shall not be liable or responsible for the negligence of Vendor, its agents, servants, employees, customers or visitors. Provided, however, that nothing herein shall be construed to create a duty owed by Vendor to third persons where no such duty exists by law.
- CTSF assumes no responsibility or liability for harm, or any damaging events which are directly or indirectly attributable to premises or improvements constructed or placed by Vendor which may exist, or which may hereafter arise upon the premises. 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 premises 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.
- It is further agreed with respect to the above indemnity, that CTSF and Vendor will provide the other prompt and timely notice of any event covered which is any way directly or indirectly, contingently or otherwise, affects or might affect the Vendor or CTSF, and CTSF shall have the right to compromise and defend the same to the extent of its own interests.

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- Failure on the part of Vendor to comply with any term or condition placed upon it shall give the CTSF 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 Central Texas State Fair /Bell County Exposition Center Rules and Regulations, all City of Belton, Bell County, and State of Texas ordinances must be always complied with, 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- CTSF.

Print Name _____

Signature _____

Date _____