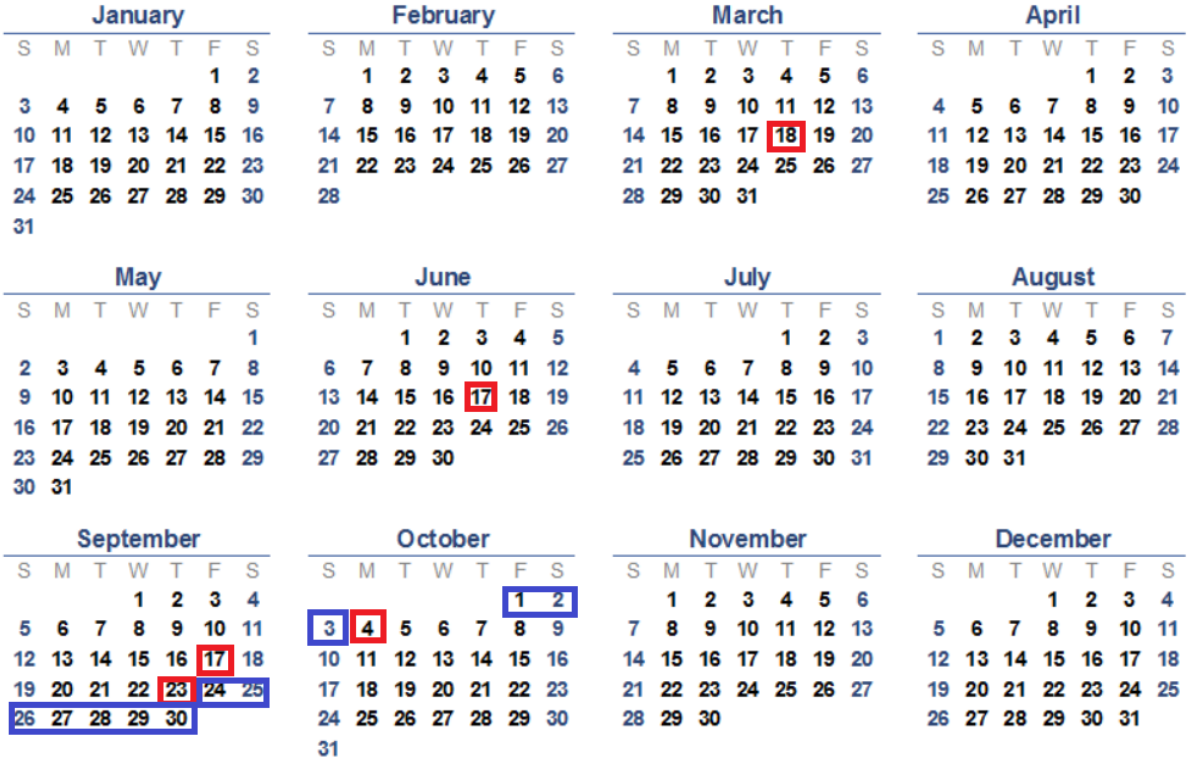
East Texas State Fair

2021 Timeline



Mar 18	**First Payment and signed contract due**
	Unpaid contracts terminated; New Vendor Applications Accepted
June 17	**Second Payment Due** & Payment for COI due.
	Cancellations after this date will receive a refund equal to HALF of all payments made minus administration fee ($75).
July 14	Final date to receive a WRITTEN notice of contract cancellation.
	NO refunds after this date.
Aug 3	**All unpaid contracts must be paid with cash, cashier's check or money order ONLY**.
Sept 6	ETSF Office Closed
Sept 17	Packet Pickup Begins & Outside Exhibitor Set-up Begins
Sept 22	Inside Exhibitor Set-up Begins
Sept 24-Oct 3	**2021 East Texas State Fair**
Oct 4	All Exhibitors booths and displays should be completely removed and area cleaned by 5 PM
Oct 8	All Permanent Food Concessions must be cleaned and prepared for inspection.

2021 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 by email to Teresa Glover at tglover@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 Department 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 credential 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 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. Vendors have the option of trading Vendor badges for daily passes, 1 Vendor Pass =10 Vendor Day Passes prior to the Fair opening.

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 suppliers will be provided on the Fairgrounds: Coca-Cola, Inc., Tyler Beverages, Tyler’s Superior Quality Ice, M&B Wholesale (formerly BB Taylor), Chambers Electric and Northeast Texas Public Health District.

BALLOONS

Vendors **are not** allowed to distribute helium filled or inflated balloons. Vendors who want to use inflated balloons for booth decorations must submit their plan for approval by July 6th.

BEVERAGES

Vendors shall purchase drinks from Coca-Cola, Inc. and Tyler Beverages-ONLY. 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, cleared of packing materials and ready for business by **10:00 AM on Friday, September 24th** 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 9th or a daily fine will be incurred by the Vendor. 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, 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 that will obstruct the sight line.

Inside Booths-Booths inside Building E (formerly Discovery Texas Exhibit) will be provided with a sign if all contract requirements are met by August 3rd. 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 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 and no tents of any kind are allowed. 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 be 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 17th. Indoor Vendors may begin moving in on Wednesday, September 22nd at 9:00 AM. Vendor packets may be picked-up at the office from 9:00 AM – 6:00 PM on move-in day. **Vendor packets will not be available for pick-up after 6:00 PM.** All vendors must be fully unpacked, vehicles off the fairgrounds with booths manned and open for business no later than 10:00 AM on Friday, September 24th. Booths may not be torn down until 9:00 PM on Sunday, October 3rd.

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 17th a $100 fee will be assessed for insurance.

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 prior to 9 AM 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 24th-October 3rd 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.

Booth space must be completely clean by 5 PM on October 4, 2021. If trash or promotional items are not disposed of a $50 clean up fee will be assessed and contract for the following year's fair will not be issued until the fee has been paid.

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, electrical cords, 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 March 18, 2021. Failure to respond by the first deadline will result in a cancelled contract and the space will be sold. Certificate of Insurance is due or a $100 fee will be assessed June 17th. A final payment must be received no later than June 17, 2021. 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. Requests made after July 14th will not receive any refunds.

DELIVERIES

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

DRONES

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

ELECTRICITY

All outdoor vendor hook-up/disconnect fees ($35 per unit) will be displayed on contract and due by June 17th.

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 Cash transactions.

FIRST AID STATION

The First Aid Station is located at the Security Office, or Building F. 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 903-535-0030. Vendors are responsible for any and all permit fees and are responsible for following all NETPHD rules and regulations.

Permit applications are due Thursday, September 17th to avoid late fees.

MENUS

The pricing of all food/drink items must be submitted to the Fair office for approval by July 5th. 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:	Weekends:
Senior Day Vendors	Friday, Sept 24th 8:30 AM-1:00 PM	N/A
Inside Vendors	2 PM-10 PM (10 AM Friday, Sept 24th)	10 AM-10 PM
Outdoor vendors	10 AM-10 PM	10 AM-10 PM

PACKETS

Vendor packets may be picked up in the Fair Office beginning September 17th and continuing September 20th-23rd from 9:00 AM-6:00 PM. **Packets will not be available for pick-up after 6:00 PM Thursday, Sept 23rd.**

PARKING

Vendors shall park in the designated 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 Vendor Passes for Day Passes, **1 Vendor Pass=5 Daily Passes** prior to the Fair opening. More passes can be purchased in the East Texas State Fair administrative office. Vendor Passes are $25 each, Parking Passes are $15 each and Daily Passes are sold for $5 each.

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

Indoor Vendors	8 x 10	4 Vendor Passes	2 Parking Passes
	8 x 20	5 Vendor Passes	2 Parking Passes
	8 x 30+	6 Vendor Passes	2 Parking Passes
Senior Day Vendors	8 x 10	2 Vendor Passes	1 Day Pass
Outdoor Vendors		4 Vendor Passes	2 Parking Passes
Outdoor Food Vendors		6 Vendor Passes	2 Parking Passes

PAYMENT

All vendor payments after August 1, 2021 **MUST** be paid in cash, cashier's check or money order. No personal/business checks or credit cards will be accepted after the aforementioned date.

PERM BUILDINGS

All perm buildings will be provided and maintained with power, water, drain line and gas to the perm by the Fair. Any and all improvements or repairs (carpentry, electrical, telephone, gas, water or drainage) on the Vendor side of the valves/breaker box will be arranged and installed by the vendor at his/her expense. Vendors must submit a written request before making and changes to the perm buildings.

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 completing a Prize Drawing Form and returning it to the Fair office before September 11, 2021. 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 AM daily or after 11 PM daily. No vendor vehicles will be allowed on the fairgrounds between 9 AM and 10 PM daily. Food Vendors are allowed to re-stock prior to the Fair opening daily.

RETURNED CHECKS

There is a $25 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 days for payment to be made along with fee, if not made in 5 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 will be accepted.

RV PARKING

RV parking is available on the Fairgrounds on a first come-first served basis. All hook-ups are $35/day. Storage parking is $50 for the ten day period. Self-parking is not allowed. Contact the Fair office for parking assistance between 8 AM and 5 PM. Afterhours you may park yourself and you will be positioned the next morning. Payment in FULL is required upon check-in. Please see RV Rules and Regulations for further information (located on the East Texas State Fair website).

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. Vendors are responsible for providing a seating area 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, and advertise your product either on foot or in a vehicle.

SIGNAGE

All signs shall be printed, NO hand written/painted signs will be allowed. All signage must remain within booth space.

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. Marketplace vendors may only play music with prior approval of the Director of Commercial Exhibits. Music with profanity or suggestive lyrics is not allowed and the exhibitor will be told to turn off music.

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 1st and will run through July 1st 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. Measurement for these items should be included in space requirement as space is limited.

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

2021 Stipulations & Indemnification

All Exhibitors, Sponsors, Volunteers, Contractors, Employees, Vendors, and Entertainers 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; 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) this lease 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, OR based upon the negligent or intentional acts or omission of ***Vendor***, its officers, agents, employees or visitors.

- ***Vendor*** further understands that the indemnity provided hereunder shall extend to and does apply to the negligent acts or omissions of ETSF, its officers, agents, and employees. ***Vendor*** expressly agrees to indemnify ETSF, 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 ETSF, 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 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. Provided, however, that nothing herein shall be construed to create a duty owned by ***Vendor*** to third persons where no such duty exists by law.
- 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.
- It is further agreed with respect to the above indemnity, that ETSF 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 ETSF, and ETSF shall have the right to compromise and defend the same to the extent of its own interests.
- 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 Fair /Park of East Texas 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