2026
East Texas State Fair

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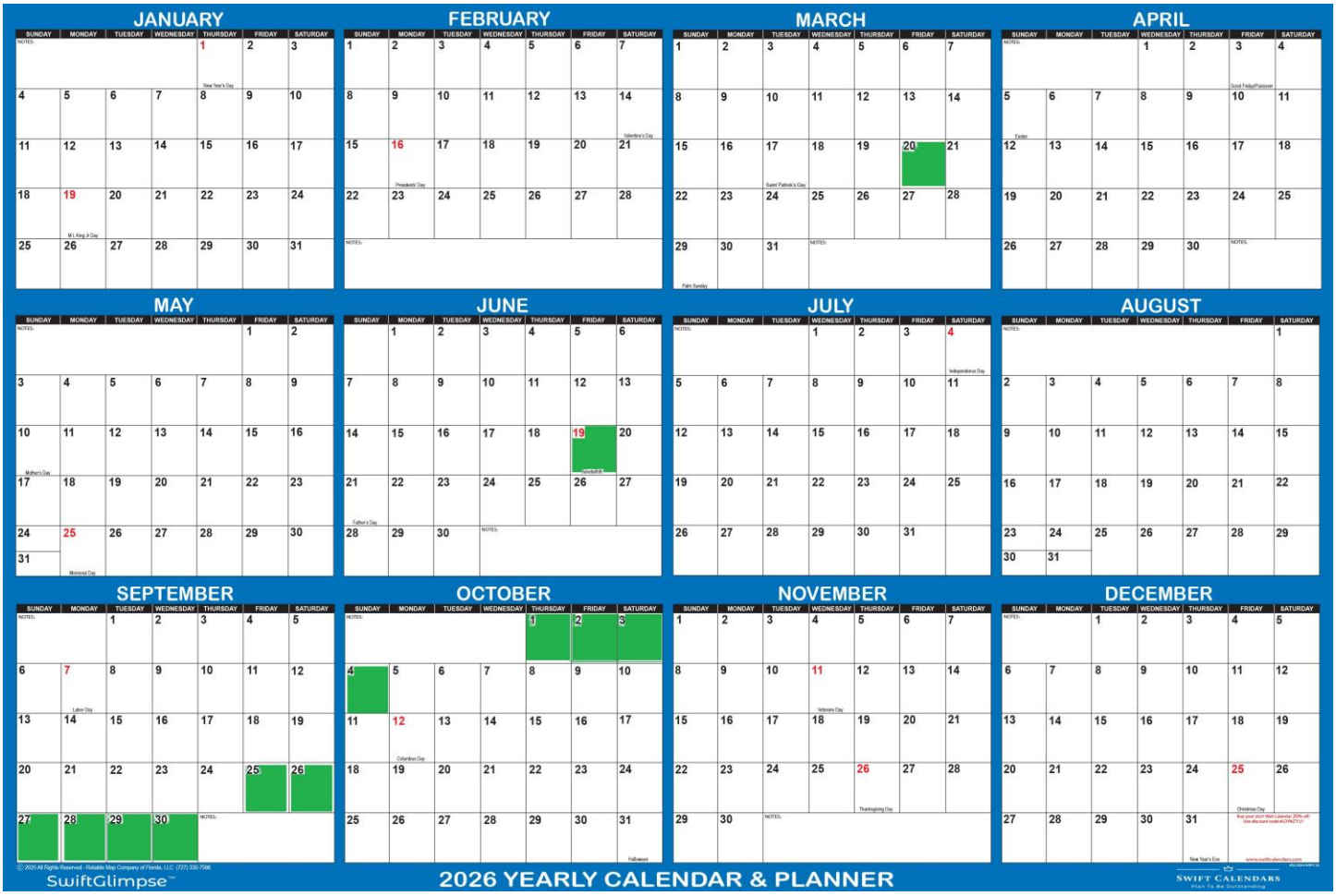

Mar 20	**First Payment and signed contract due**
	Unpaid contracts terminated; New Vendor Applications Accepted
June 19	**Second Payment Due** & Payment for COI due.
	Cancellations after this date will receive a refund equal to HALF of all payments made minus administration fee ($75).
July 10	Final date 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 7	ETSF Office Closed
Sept 8	Packet Pickup Begins & Outside Exhibitor Set-up Begins
Sept 24	Exhibitor Set-up 9 am – 6 pm
Sept 25-Oct 4	**2026 East Texas State Fair**
Oct 5	All Exhibitor booths and displays should be completely removed and area cleaned by 5 PM.

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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, 11315 Hwy 64 West, Tyler, TX 75704, conducted by phone at (903) 597-2501 or by email to Teresa Glover at teresa@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 at 11315 Hwy 64 West. The following departments are in this building: Commercial Exhibits, Competitive Exhibits, Finance, Livestock, Sponsorship Department and the Ticket Office. All office hours during the Fair are 9:00 AM to 6:00 PM, except when otherwise noted.

ADMISSIONS

Gate admission credentials will be in Vendor Packets. Each Vendor must have a Fair issued credential for entrance weekdays (Monday through Thursday) starting at 3:30 PM and weekends (Friday through Sunday) at 9:30 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 = 5 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.

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APPROVED SUPPLIERS

The following approved suppliers will be provided on the Fairgrounds: Hiland Dairy, Coca-Cola, Inc., Tyler's Superior Quality Ice, M&B Wholesale (formerly BB Taylor), Swan 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 31st.

BEVERAGES

Vendors will purchase drinks from Coca-Cola, Inc., Hiland Dairy, 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 or glass bottles should 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 1**0:00 AM on Friday, September 25th** otherwise the space will be forfeited and may be reassigned, all payments will be forfeited.

Food Booths– Vendors must be in contracted space by noon on **Thursday, September 24th**. Trailer/display must not extend past contracted space. Pop-up tents, tables and chairs are not permitted. Any signage, flags or other décor must be contained inside the contracted space. Any advertising or merchandise displayed outside of 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.

Other Booths- 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 a 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.

BOOTH SET-UP

Outdoor Vendors may begin setting up on Friday, September 12th. Indoor Vendors may begin moving in Thursday, September 18th from 9:00 AM to 6:00 PM. Vendor packets may be picked-up at the office from 9:00 AM – 6:00 PM starting on Friday, September 12th through 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 25th. Booths may not be torn down until 9:00 PM on Sunday, October 4th.

CERTIFICATE OF INSURANCE

Proof of liability insurance **must** be submitted naming the **The Park of East Texas, Inc. and Craig Barker 2014 GST QSST Trust** as "additional insured" on the policy. The policy should 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 September 1st a $100 fee will be assessed for insurance.

CLEANLINESS

Every space should be prepared in a neat and orderly style and should 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. This includes the improper disposal of food, food products and food by-products. **Booth space must be completely clean by 5 PM on October 5, 2026.**

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.

CONTRACTS

A signed contract and 50% of total rental and utilities fees must be received by the Fair office no later than March 21, 2026. 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 September 1st. A final payment must be received no later than June 20, 2026. 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 10th will not receive a refund.

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.

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ELECTRICITY

All outdoor Vendor hook-up/disconnect fees ($35 per unit) will be displayed on contract and due by June 19th. Any other electrical needs must be paid by the Vendor and will not be covered by the Fair.

FAIR CASH

The East Texas State Fair has instituted a Fair Cash system. Fair Cash is to be accepted by **ALL** Fair Food Vendors and 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 next to 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 **The Park of East Texas, Inc. and Craig Barker 2014 GST QSST Trust** as additional named insured. Vendor golf carts for any use other than medical should not be used by Vendors during opening hours. Vendors may NOT utilize golf carts for any advertising/solicitation of guests.

GRAY TANKS – All food vendors must contact AAA Sanitation at 903-593-5909 to rent gray tanks and coordinate delivery and payment.

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 11th to avoid late fees.**

MENUS

The pricing of all food/drink items must be submitted to the Fair office for approval by August 1st. 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 should mask any products not available on signs and unit. This should 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 will 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.

OPEN GRILLS

Food Vendors will be required to cover or fence any work area to prevent access to open grills.

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OPERATING HOURS

All exhibits must remain intact, manned and open for business during the hours the Fair is open to the public for **ALL 10 DAYS**. Hours will include but are not limited to:

All Vendors	10 AM-10 PM (Friday-Sunday)
All Vendors	4 PM-9 PM (Monday-Thursday)

PACKETS

Vendor packets may be picked up in the Fair Office beginning September 13th and continuing September 16th from 9:00 AM-6:00 PM. **Packets will not be available for pick-up after 6:00 PM Thursday, Sept 18th.**

PASSES

Vendors will receive three (3) Vendor Passes for a 10x10 space plus one (1) per additional 100 sq. ft.

PAYMENT

All Vendor payments after **August 3, 2026 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.

PETS

Pets are **NOT** allowed on the fairgrounds. Pets are only allowed if the pet is a service animal with adequate documentation and approved by the Fair Administration.

RESTOCKING SERVICE HOURS – FOOD & OUTSIDE VENDORS

Restocking from vehicles will be permitted on the fairgrounds from **9 AM** until **3 PM** Monday through Thursday and from **7 AM** until **9 AM** Friday through Sunday. ALL vehicles must enter through the **SERVICE GATE** with proper credentials. (Inside vendors will be allowed in buildings 30 minutes prior to opening time with Security present.)

RETURNED CHECKS

There is a $35 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.

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.

SOLICITING/ADVERTISING

Vendors should 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 should be printed, **NO** handwritten/painted signs will be allowed. All signage must remain within booth space.

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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.

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 should 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.

Thank you

for being a Vendor at the

East Texas State Fair!!

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

2026 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 should 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 should 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 should not be liable or responsible for the negligence of ***Vendor***, its agents, servants, employees, customers or visitors. Provided, however, that nothing herein should 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 should 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 should 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 should 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, should 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 _____