

WILLIAMSON COUNTY FAIR

2023 VENDOR RULES AND REGULATIONS



STANDARDS

RULES & REGULATIONS Exhibitor and Vendor (collectively defined herein as any person or organization renting space from the Association for the duration of the 2023 Williamson County Fair (the “Fair”) located at the Williamson County AgExpo Park, 4215 Long Lane, Franklin, TN 37064 (the “Fair Property”)) (herein called the “Vendor”) shall be bound by the Rules and Regulations set forth herein, as established and amended by The Williamson County Fair Association, Inc. (the “Association”).

STAFFING Exhibit areas must be staffed throughout the Fair hours unless the area is an approved static feature. **No booth tear down until Saturday, 8/12/2023 at 10:00 p.m. (indoors only). EARLY TEAR DOWN MAY AFFECT FUTURE ACCEPTANCE AS A VENDOR.**

USE OF EXHIBIT SPACE Demonstrations and use of circulars or promotional material must be kept within the Vendor's assigned space. Non-exhibiting firms or organizations will not be permitted to solicit business within the Fair. No advertising, circulars, catalogues, folders, or devices shall be distributed in the aisles, registration areas, or other areas of the Fair Property. Any activity that results in obstruction of aisles, or nearby Vendor's space shall be suspended until a solution to congestion is found.

NOISE Exhibits that include the operation of equipment, musical instruments, radios, audio/visual equipment, public address systems, or any noise-making machines or equipment must be arranged so that noise resulting from the demonstration will not disturb adjacent Vendors and their patrons.

FOOD Sale of food or beverages is not permitted without purchasing a food and beverage booth. The Fair will be a non-alcoholic event and the sale of alcoholic beverages is strictly forbidden. The sale of any beverages that do not fall into the soft drink or bottled water category must be pre-approved by the Association. Prior to the Fair, food and beverage Vendors will be informed of any products that will be sold by the Association's exclusive sponsors. If a food and beverage Vendor sells a product provided by the Association's exclusive sponsor, then the Vendor will be required to purchase those products from the exclusive sponsor on-site. Samplings of food and beverages must be approved by the Association. **Bagged ice will be sold on-site and must be purchased through our purveyor. No outside bagged ice will be permitted.**

PRIZES, LOTTERIES AND RAFFLES Drawings or contests of an appropriate and audited nature are allowed, providing no money changes hands. Winners of all contests must be selected at the Fair and the winners' names given to the Association. Any merchandising, advertising, or promotion, which involves attracting visitors to a Vendor's location by any inducement that might be construed as a lottery, is strictly prohibited. Under laws governing games of chance, lotteries, and the like, every individual is charged with knowledge of national, state, and local legal restrictions on such operations.

Prior to the opening of the Fair, the Association must approve all prize drawings and giveaway items. If you offer or give away free items during the Fair, you must comply with the following requirements:

1. Clearly disclose the market value of the prize or free item.
2. Clearly disclose any conditions that must be met in order to be awarded the prize or free item, such as the requirement to listen to a sales pitch, etc.
3. There must be no purchase requirement or incidental charges to receive a prize such as the payment of a service charge, mailing charge, or other similar charge.
4. **All drawings must be held no later than 3:00 pm, Saturday, August 12, 2023.**
5. **Provide the Association with a list of winners' name(s), phone number(s), and address(es) by Sunday, August 13, 2023. List must be hand delivered to Vendor Manager or sent via email to sponsors_vendors@williamsoncountyfair.org.**
6. **Provide the Association with a list of all names, addresses, and email addresses of all who entered prize drawings. Must be sent to Vendor Manager no later than sixty (60) days after the last day of the Fair.**

FIRE, HEALTH REGULATIONS Vendor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, customs, and public safety, while participating in the Fair. Compliance with such laws is mandatory, and the sole responsibility of the Vendor.

ASSIGNMENT OF SPACE Whenever possible, space assignment will be made by the Association in keeping with the desires of the Vendor. However, final determination of space assignment is reserved by the Association, and assignments may be made or changed anytime in the best interest of the Fair as determined by the Association.

HEALTH, SAFETY, LICENSES, AND TAXES Vendor shall obtain at its own expense all licenses and permits required by law, and Vendor shall pay all taxes, fees, and charges required by any governmental authority in connection with its use of the Fair Property. Vendor will conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, and any other regulations as may be cited in the Contract as defined below. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. The Vendor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.

EXHIBITS

DECORATIONS Exhibit supplies and decorations must be flameproof and electrical wiring and equipment must conform to National Electrical Code Safety Rules. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Vendor must request information concerning facilities or regulations from the Association.

UNFINISHED EXHIBITS Exposed areas of display backs or sides must be finished or covered so they do not present any unsightly appearance when viewed from adjoining exhibits or aisles. Failure to represent the Williamson County Fair in the best way possible may result in your company not being invited back.

CONTENT The Fair is a family-oriented event. All Vendor displays, items for sale, services, or information provided by a Vendor will be suitable for all audiences. Upon request, Vendor will immediately remove any unsuitable materials or refrain from unsuitable activities when notified to do so by the chairman of the Fair. Failure to do so will result in the immediate closing of the Vendor's booth and the Vendor's removal from the Fair without refund.

EXHIBIT APPEARANCE Vendor is expected to keep its exhibit spaces in good order during the Fair hours. The Association reserves the right to approve the character of all exhibits. Any exhibit, or content of an exhibit, which does not meet the Association's approval shall be removed from the Fair. All booths and equipment must be fully operational by the opening of the Fair.

BANNERS/SIGNS All signs must be professional, of appropriate size and nature, and displayed within the limits of the leased exhibit space. The Association reserves the right to remove any sign deemed unacceptable.

VEHICLES No vehicles shall be permitted past the admissions gates without a vehicle pass. The Association shall issue vehicle passes after a determination, in the sole and absolute discretion of the Association of the necessity for such a vehicle pass. All vehicles must be parked in the areas designated by the Association. **PARKING IN PRIORITY OR HANDICAPPED PARKING IS STRICTLY PROHIBITED. VEHICLES ARE SUBJECT TO BEING TOWED.**

MATERIAL LEFT AT THE FAIR Vendor agrees that the Association, without incurring any liability for damage or loss, has the right to dismantle and pack property of any Vendor who has failed to move such items prior to the established move-out day and time, or may order such work to be done at the sole expense of the Vendor. Vendor agrees, with respect to any exhibit material or other property of the Vendor for which sufficient shipping arrangements have not been made or carried out, that the Association shall have the right and authority to clear such property from the exhibition premises, designate carriers for its return, send it to public or private storage, or otherwise dispose of it, without incurring any liability, therefore. Cost of such removal, return, storage, and other disposition shall be charged to and paid by the Vendor.

PRODUCTS AND SERVICES DISPLAYED AND SOLD MUST BE ACCORDING TO CONTRACT No Vendor shall exhibit in the space assigned, any goods or services other than those specified on the Exhibit Space Application/Contract (hereinafter referred to as the "**Contract**") (or later approved in writing by the Association), nor shall the Vendor exhibit in the space, or permit to be exhibited therein, displays or advertising materials of any sort bearing any name or form of advertising other than the Vendors own advertising. No person shall be permitted to make solicitations of any nature on the grounds, except in locations designated on the Contract. No person will be permitted to post or display signs, distribute handbills or advertising material, or sell or distribute for free, any merchandise except persons under contract. Roving vendors, acting for either a for-profit or non-profit organization, or on his or her own behalf, are not permitted on the grounds. Skateboards, roller skates, in-line skates, two-wheeled motorized vehicles, and bicycles are not permitted on the grounds. No laser beams are to be operated, sold, or given away during the Fair.

LIABILITY

DAMAGE TO FACILITIES Vendor will be charged for any building, facilities, and Fair Property damage, or for clean-up necessitated by painting, oil, grease, or any improper grease dumping, floor abrasives, or for excessive debris left in the Vendor's space.

CANCELLATION POLICY All cancellations must be in writing. A seventy-five percent (75%) deposit is required in order for space to be confirmed. **The full One Hundred Percent (100%) Vendor fee is due by July 15, 2023.** Please mail to P.O. Box, 329, Franklin, TN 37065. **You will not receive an invoice unless requested on the application, so please self-pay by that date.** Cancellations received six (6) months prior to the Fair date will be refunded the full deposit, less a Fifty and 00/100 Dollars (\$50.00) cancellation fee. Cancellations received between three (3) and six (6) months prior to the Fair date will be refunded on any sum paid over the required seventy-five percent (75%) deposit. Cancellations received at any time during the three (3) months prior to the Fair date will receive no refund. Failure to set up within specified move-in times will result in forfeiture of exhibit space and all monies paid. Exhibit space can be reassigned at the Association's discretion. Exceptions are cancellations that occur within forty-eight (48) hours of space request and confirmation. Space that is both reserved and cancelled within a forty-eight (48) hour period will receive a full refund of monies received.

TERMINATION OF EXHIBIT OR CONTRACT The Association reserves the right to terminate the Contract and use or occupancy of the Fair Property due to events beyond the Associations reasonable control, including, but not limited to, pandemic, epidemic, fire, casualty, strike, embargo, war, act of God, acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body, any other emergency, or any other act or event not the fault of the Association during any period of time the availability of which is critical to successful production of the Fair. It is expressly agreed that such a termination shall not constitute a breach of the Contract. Should any contingency interrupt or prevent the holding of the Fair, the Association will return such portion of the amount paid for

space as may be determined to be equitable by the Association after deduction of such amounts as may be necessary to cover expenses related to termination, including a reserve for claims in connection with the Fair. If for any reason the Association determines the dates of the Fair should be changed, no refunds will be made, but the Association shall assign to the Vendor, in lieu of the original space, such other space as the Association deems appropriate, and the Vendor agrees to use such space under the same Rules and Regulations. The Fair and the Association shall not be financially liable or otherwise obligated in the event the Fair is canceled, postponed, or relocated, except as provided herein. The Association reserves the right to terminate the Contract without further obligation at any time prior to the Fair opening by rescinding all future obligations under the Contract. The Association may terminate the Contract for cause if (a) Vendor has failed to pay the total space rental (60) days prior to the Fair opening; (b) Vendor fails to perform any material term or condition of the Contract; or (c) Vendor refuses to abide by all Rules and Regulations established by the Association for the Fair.

RESTRICTIONS Alcohol, smoking, and drugs in any form are not allowed anywhere on the Fair Property. Failure to comply will result in intervention by law enforcement officials and forfeiture of all fees and deposits.

INSURANCE Vendor is required to carry comprehensive general liability insurance with minimum combined limits of liability of \$1,000,000 for bodily injury and/or property damage in any one occurrence. **Such insurance is required to name the Williamson County Fair Association, Inc. (P.O. Box 329, Franklin, TN 37065) and the Williamson County, Tennessee government as additional insureds.** An insurance company authorized to transact business in the State of Tennessee needs to issue such policy. Each Vendor shall furnish the Association with a Certificate of Insurance reflecting such coverage. This certificate must be delivered and accepted by the Association before Vendor begins to operate in the rented space. Such certificate shall also provide that coverage will not be cancelled or materially altered prior to August 12, 2023. **As a convenience to Vendors who do not carry commercial insurance, the Association offers the ability to purchase liability insurance through the Fair's master insurance policy, based on approval of the Association's insurance company. The policy will cover the Vendor for the duration of the Fair only, for a one-time charge of Two Hundred and 00/100 Dollars (\$200.00). If you are interested in taking advantage of this offer, please notify the Vendor Manager at least seventy-two (72) hours prior to the opening day of the Fair. In addition, the Association will need your proof of insurance document at least seventy-two (72) hours in advance of the start of the first night of the Fair.**

TRANSFER OR SUBLEASING SPACE PROVIDED Vendor shall neither assign nor sublet all or any part of the space rented without the express written consent of the Association which may withhold such consent.

ILLEGAL MERCHANDISE Merchandise or services prohibited by law are not allowed at the Fair. This includes unlawful reproduction of brand name merchandise.

USE OF IMAGES Vendor grants permission to the Association to use my/its name, likeness, voice and words, and the name, likeness, voice and words of the Vendor, Vendor's booth, feature stage presentations, and personnel (collectively, as used in this Section referred to as "**Vendor Releasee**") in television, radio, films, newspapers, magazines, and other media, and in any form not heretofore described for the lawful purposes and activities of the Association, including but not limited to advertising and appealing for funds to support the Fair. Vendor Releasee understands that Vendor Releasee will not receive any compensation for the use of Vendor Releasee's name or likeness. Vendor Releasee agrees to release, indemnify, and hold harmless the Association and Williamson County, Tennessee government, its officers, directors, agents, volunteers, or employees, and any sponsors from any liability for any injury or damage Vendor Releasee may sustain as a result of the Association using Vendor Releasee's name, likeness as set forth above.

LIABILITY & INDEMNIFICATION It is expressly understood and agreed by the Vendor that Vendor will make no claim of any kind against the Association or Williamson County, Tennessee government for any loss, damage, theft, or destruction of goods or exhibit; nor for any injury that may occur to Vendor or Vendor's employees while on the Fair Property; nor for any damage of any nature, or character whatsoever, and without limiting the foregoing, including any damage to Vendor's business by reason of the failure to provide space for an exhibit or removal of the exhibit; or for any action of the Association in relation to the Vendor or exhibit. The Vendor shall be solely responsible to its own agents and employees, and to all third persons, including invitees, and the public, for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance, or control of said leased space or exhibit, for negligence or otherwise relating thereto. Vendor does hereby agree to indemnify and hold harmless the Association, Williamson County, Tennessee government and its directors, officers, employees and agents against any and all such claims as may be asserted against it, including but not limited to damages, costs, penalties, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Vendor, its officers, servants, volunteers, employees, and/or agents, including its sub or independent contractors, or from any failure of Vendor, its officers, servants, volunteers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws.

GOVERNING LAW The laws of the State of Tennessee shall control the validity, construction, and effect of these Rules & Regulations and also any extensions and/or modifications of it. Any action, suit, or other proceeding concerning these Rules & Regulations must be brought and maintained only in a state court of competent jurisdiction sitting in Williamson County, Tennessee, or in a federal court having jurisdiction over Williamson County, Tennessee.

SEVERABILITY Should any court of competent jurisdiction declare any provisions of these Rules and Regulations or the Contract invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of these Rules and Regulations and the Contract.

ATTORNEY FEES Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provisions of these Rules and Regulations, and in the event the Association prevails, Vendor shall pay all expenses of such action including attorney fees and court costs at all stages of litigation.

CONTRACT ACCEPTANCE AND UNWRITTEN RULES

Upon acceptance of the Contract by the Association, it shall be a legal binding contract, provided that each party may terminate within the conditions of the Contract. The Association reserves the right to make and publish these Fair Rules and Regulations for the conduct of the Vendor, and the Fair generally. Further, the Association reserves the right to make changes, amendments, and additions to these Rules Regulations and such further rules and regulations as it considers necessary for the good of the Fair. Any matters not specifically covered herein, or in the Fair prospectus, are subject to decision by the Association, and its decision on any matters which may arise hereunder, shall be final.

TAXES Vendor acknowledges that it is responsible for payment of any and all state and federal income taxes, sales taxes, or other taxes, and covenants and agrees that it will indemnify and save harmless Association and the Williamson County, Tennessee government from any and all liability for any state or federal income tax withholdings, unemployment benefits, and any employer's tax liability of any kind, or sales tax, now or hereinafter imposed upon Association arising out of Vendor's work during the Fair.

ANIMAL POLICY

No animals are permitted on the Fair Property except as follows:

1. **Vendors, et al:** Vendor, competitor, or participant is permitted to have an animal as part of an approved exhibit, competition, or entertainment program, provided that:
 - a. The animal shall meet all applicable health and legal requirements, including proper insurance if required by the Association.;
 - b. The animal shall remain under control at all times and restricted to designated, approved areas;
 - c. If the animal is a permanent participant in an exhibit or entertainment program, it should be returned to its secured area on the Fair Property at the conclusion of its portion of the exhibit or program; and
 - d. If the animal is a temporary participant or competitor in an exhibit, competition, or entertainment program, it should be removed from the Fair Property at the conclusion of its participation or competition.

2. **Vendors:** Vendor is discouraged but permitted to have an animal as part of a booth, provided that:
 - a. The animal shall be approved by the Association as a necessary and vital part of the Vendor's display;
 - b. The animal shall meet all applicable health and legal requirements, including proper insurance if required by the Association;
 - c. The animal shall remain under control at all times and restricted to the Vendor's booth area;
 - d. The animal should be transported using a crate or leash, during low-traffic times, and following the most direct route between the booth and exit; and
 - e. The animal shall never be left in a parked vehicle and should be provided a cool, shaded area and fresh water.

3. **Service Animals or Service Animals in Training:** Service animals are dogs individually trained to do work or perform tasks for individuals with disabilities. All other animals, including those which provide protection, emotional support, well-being, comfort, or companionship, are not service animals and will not be permitted under this section.

Individuals with disabilities are permitted to have service animals, provided that:

- a. The service animal shall remain under control and by the individual at all times; and
 - b. The service animal shall have a harness, leash, or other tether, unless the individual is unable because of disability to use such a device, or the use would interfere with the service animal's work. In those cases, the individual shall maintain control of the animal through voice, signal, or other effective methods.
4. **Removal of Animals:** The Association reserves the right to have an animal removed from the Fair Property if:
 - a. any condition above is not met;
 - b. the animal is out of control and the animal's handler does not take effective action to control it;
 - c. the animal is not housebroken; or
 - d. the animal poses a threat to the health or safety of others.

DISCRIMINATION AND HARRASSMENT POLICY

I. PURPOSE It is the policy of the Association to provide a work and entertainment environment free of discrimination and harassment based upon race, color, religion, sex, national origin, age, disability, veteran status, or any other basis protected by applicable federal, state, or local law.

II. SCOPE This policy applies to any and all employees, Vendors, volunteers, and patrons of the Fair.

III DEFINITIONS The Association prohibits, forbids, and does not tolerate any Vendor, employee, patron, or volunteer (regardless of gender, race, national origin, religion, age, or disability), harassing any Vendor, employee, patron, or volunteer, or creating a hostile or intolerable working and/or family entertainment environment by exhibiting, committing, or encouraging:

1. Ethnic or racial slurs and other verbal or physical conduct relating to a person's race, color, religion, national origin, or disability, when such harassment unreasonably interferes with a person's work performance or creates an intimidating work environment or unfriendly family entertainment environment.
2. Material such as pornographic or sexually or racially explicit posters, calendars, graffiti, or objects.
3. Unwanted, unwelcome, and unwarranted sexual advances or propositions, including but not limited to, requests, comments, or innuendos regarding sex, race, or any prohibited criteria, including jokes, gestures, statements, or stalking related to sex or any prohibited criteria.
4. Intentional or malicious physical conduct that is sexual in nature, including, but not limited to, touching, pinching, patting, bruising, and /or pulling against another's body or clothes.
5. Physical assaults on any employees, Vendors, volunteers, or patrons including, but not limited to, rape, sexual battery, molestation, or any attempt to commit such act or assaults.
6. Conduct such as the examples listed above, or any other conduct based upon gender, color, race, religion, national origin, age, disability, or veteran status will constitute harassment when:
 - a. Submission to the conduct is either an explicit or implicit term or condition of employment.
 - b. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the person rejecting or submitting to the conduct.
 - c. The conduct, whether or not directed at the affected individual, has the purpose or effect of unreasonably interfering with an affected person's work performance, or creating an intimidating, hostile, or offensive work or family entertainment environment.

IV. RESPONSIBILITY Each committee chairperson shall be responsible for giving these Rules and Regulations and statement wide distribution to their respective committee members. A copy of these Rules and Regulations will be provided to any and all employees, Vendors, and volunteers and all employees, Vendors, and volunteers shall be required to familiarize himself/herself with these Rules and Regulations. All employees, Vendors, and volunteers will be informed that discrimination and harassment are forms of misconduct and that discipline will be enforced against individuals engaged in discrimination or harassment and against supervisory and managerial personnel who knowingly allow such behavior to continue. The Association shall document receipt of these Rules and Regulations and understanding in a file for each employee, volunteer, and Vendor for future reference.

V. PROCEDURE FOR REPORTING DISCRIMINATION OR HARASSMENT The Association in no way condones or supports any form of discrimination or harassment and considers it to be a very serious offense which could result in severe disciplinary action against the offender. The Association complaint procedure strives for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies for any victim of harassment. A claim of harassment may exist even if the employee, volunteer, or Vendor has not lost a job or some economic benefit. In keeping with this, the following procedure is instituted by the Association to provide victims of discrimination or harassment adequate internal recourse to halt such behavior.

1. Any Vendor, employee, or volunteer who believes that he or she has been subject to discrimination or harassment, or if he or she is aware of the harassment of others, he or she should immediately provide a verbal or written complaint to a member of the Legal Affairs/Risk Management Committee, as soon as possible. The complaint should be as detailed as possible; including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etc.).
2. A committee member shall immediately investigate the complaint. Such an investigation shall be performed in as confidential a manner as possible while assuring a thorough investigation. Only those individuals essential to the investigation of the complaint as provided in these Rules and Regulations shall be involved in the investigation. A finding that any Vendor, employee, or volunteer has harassed another Vendor, employee, or volunteer shall be grounds for disciplinary action, up to and including termination of employment, termination of any contracts between the Association and Vendor, or removal from any competition, depending upon the seriousness of the offense. A finding that any supervisor has engaged in discriminatory conduct shall be grounds for disciplinary action, up to and including termination, depending upon the seriousness of the offense.
3. Any patron who subjects a Vendor, employee, volunteer, or another patron to harassment while attending the Fair shall be informed of these Rules and Regulations by a member of the Incident Committee. Other action may be taken as appropriate to assure the Vendor, volunteer, employee, or patron will not be subjected to continuing harassment.
4. No Vendor, employee, patron, or volunteer shall be subjected to retaliation of any kind as a result of reporting perceived discrimination or harassment. Appropriate action shall be taken to ensure that retaliation does not occur.
5. These Rules and Regulations shall be reviewed by legal counsel at least every two (2) years and shall be revised as necessary to ensure compliance with applicable law. Legal counsel shall certify in writing, each two (2) year review that these Rules and Regulations continue to comply with applicable law.

FIREARMS POLICY

Concealed firearms by permit only, as authorized by T.C.A. §§ 39-17-1351, 39-17-1359, and 39-17-1366.

The notices shall be of a size plainly visible to the average person and shall be in English. Duplicate notices in other languages may be added at the discretion of the Association.

CONTACT INFORMATION:

Cheryl Burnside, Sponsor/Vendor Coordinator

Williamson County Fair/Vendors

P.O. Box 329

Franklin, TN 37065

Phone: (615) 584-7411

sponsors_vendors@williamsoncountyfair.org

www.williamsoncountyfair.org