



October 26th-29th, 2022

WILLIAMSON COUNTY FAIR AND RODEO FOOD VENDOR RULES AND REGULATIONS

Rules and regulations governing the show have been briefly written to advise Food Vendor of their privileges, restrictions, and requirements. Any changes to the rules and regulations must be made prior to the opening of the show. Williamson County Fair and Rodeo will be referred to as "WCFR" in the following.

- 1. RIGHT TO REFUSE** – Management reserves the right to determine the eligibility of any Food Vendor not in keeping with the charter and purpose of the show. The Vendor Coordinator reserves the right to reject any applicant for space at any time and reserves the right to regain possession of any space by refunding to the applicant or exhibit Food Vendor or the amount paid for the space.
- 2. REGULATION COMPLIANCE** – The decision of the Vendor Coordinator must be accepted as final in any disagreement between Food Vendor or in the decision to remove from the show any Food Vendor or his/her representative performing any act or practice which, in the opinion of the management, is objectionable. All matters not covered in these conditions are subject to the decision of the Vendor Coordinator.
- 3. Food Vendor ASSIGNMENT** – Food Vendor space will be assigned and given priority at the discretion of the Vendor Coordinator. The food Vendor agrees to accept the booth space assigned and in extenuating circumstances, the location can be reassigned without the approval of the Food Vendor. Two or more firms may not exhibit in a single space unless approved by the Vendor Coordinator. Food Vendor shall not sublet or apportion the whole or any part of the space assigned.
- 4. Food Vendor REMOVAL** – All Food vendors must remain intact until the close of the show. **There will be a \$200.00 fine if a Food Vendor packs and loads out prior to the fair being officially closed on the last day of the event.**
- 5. If the booth area is not left like it was found (dirty, messy, in disrepair) a \$50 fee will be assessed to the vendor. A certified fire extinguisher is required and must be operational and have an inspection tag attached.** WCFR does not provide power and therefore you must provide your own generator. A booth is considered a "food vendor booth" if a temporary food establishment permit is required by the Williamson County and Cities Health District (i.e., The food is handled outside the packaging in ANY WAY by the vendor, including on-site preparation and sampling).

Food vendor booths, as described in this paragraph, must submit a \$50 permit inspection fee to the Williamson County and Cities Health District (WCCHD). Please submit payment before Friday, October 3rd, 2022 to WCCHD. Checks should be made payable to WCCHD. Prepackaged foods not requiring time and temperature control for safety and are produced in a legally permitted facility and sold in original packaging do not require permitting. A permit will be required if samples are to be served to the public unless the samples are prepackaged at a permitted, inspected facility.

Food vendors MUST have the proper certification from the Williamson County Health Department and a copy must be submitted with the WCFR Festival Vendor Registration form.

Requirements: WCCHD Temporary Food Establishment Requirements

Application: WCCHD Temporary Food Establishment Application

WCFR WILL NOT provide any vendor with WATER OR ELECTRICITY at this event.

Food Truck/Trailer Vendors - Exhaust Hoods Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors shall be equipped with a kitchen exhaust hood and that kitchen exhaust hood shall be protected by an automatic fire extinguishing system. (Williamson County Fire & Rescue.)

6. Food Vendor Space Fees are: ____ 10x20 - \$400
____ 10x30 - \$600

This is a simply an “open space” and vendors are responsible for providing their own canopy, tables, chairs, etc. based on your needs and or desired look/set up.

7. LIABILITY – WCFR assumes no liability including but not limited to the following: WCFR is not responsible for anything that may be lost, destroyed, damaged, or stolen and will be held harmless for any injury, death, or damage that may occur to an exhibitor, his or her employees, agents, volunteers, or property, or for loss as a result of theft, fire, accident or any other cause. Note: If requested by show management, exhibitors/participants must sign a release of liability form. Food Vendor agrees to protect, save and hold WCFR and/or any person, organization, or corporation for whom WCFR contracts to serve as show management and/or facility forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Food Vendor or others, as well as to strictly comply within applicable terms and conditions in the contract agreement between the facility and WCFR regarding the exhibition premises; and, further, Food Vendor shall at all times protect, indemnify and hold WCFR and facility forever harmless against and from any losses, costs (including attorney’s fees), damage, liability, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Food Vendors use of the Food Vendor area or a part thereof.

8. TERMINATION – If Food Vendor fails to make payment required by the contract in a timely manner, WCFR may terminate that contract and Food Vendors participation in the event without further notice and without obligation to refund monies previous paid. WCFR is expressly authorized but has no obligation, to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such a manner, as it may deem best, and without releasing Food Vendor from any liability thereunder. WCFR may also terminate the contract without any obligation on WCFR’s part to refund any payments previously made and without releasing Food Vendor from any liability arising as a result of or in connection with such breach. If WCFR removes or restricts a Food Vendor which WCFR considers to be objectionable or inappropriate, no refund will be due the Food Vendor. Notwithstanding the foregoing, if WCFR cancels the event due to circumstances beyond the reasonable control of WCFR (such as acts of God, acts of war, governmental emergency, labor strike, or unavailability of Food Vendor), WCFR shall refund to each Food Vendor its Food Vendor rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of organizer to Food Vendor.

9. CANCELLATION – A WRITTEN notice of cancellation is required, by certified mail, and a cancellation fee of **50%** of reserved booth space will be charged. The exhibitor is responsible for full payment of the booth space contract if not canceled in writing by **OCTOBER 1, 2022. NO REFUNDS OR CREDITS.**

10. NON-GUARANTEE – WCFR makes no representations or warranties regarding the number of persons who will attend the show. Exhibitor understands that neither WCFR nor its agents or representatives guarantee attendance at neither WCFR nor any financial gain to any exhibitor participating in the show. Each exhibitor also understands that tickets to the show will be sold exclusively by WCFR and the exhibitor is not entitled to any proceeds from ticket or concession sales.

11. INSURANCE – The exhibitor is required to obtain and maintain in full force and effect throughout the show the following CURRENT Insurance: for Trade Show Booth – Commercial General Liability written with limits of at least the following: Each occurrence - \$1,000,000; Personal & Advertising injury - \$1,000,000; General Aggregate - \$1,000,000; Products/Completed Operations Aggregate - \$1,000,000; Fire Damage (any one fire) - \$50,000; Medical Expense (any one person) - \$5,000. Coverage shall include premises/operations, contingent liability for subcontractors, products/completed operations, personal injury, and contractual liability to ensure the indemnification (hold harmless) clauses contained in this contract. **A Certificate of Insurance for the exhibitor showing policy numbers, limits of liability and coverage, and expiration dates must be received by show management No later than OCTOBER 3rd 2022 or Booth space and fees are subject to forfeiture. Insurance Certificate Holder shall be listed as Williamson County Fair Association 211 Round Rock Ave Round Rock, TX 78664. The description should read Additional Insured Williamson County Fair Association, Inc. at Williamson County Expo Center 5350 Bill Pickett Trail, Taylor, TX 76574 during the period of Wednesday, October 26, 2022, through Sunday, October 30, 2022 (including Move In and Out dates). A Waiver of Subrogation will be required as well.**

12. COMPLIANCE WITH LAWS AND REGULATIONS – The exhibitor shall abide by and observe all federal, state, and local laws, codes, ordinances, rules, and regulations and all rules and regulations of the Exhibit Facility. All decorative materials used in displays must meet the flameproofing regulations of the Fire Department.

13. COLLECTION – If a suit is instituted to collect past due amounts, the Exhibitor agrees to pay actual costs and expenses of collection in addition to court costs and reasonable attorney fees and interest at the maximum prevailing rate. If credit card payment is denied or a check bounces, there will be a \$50 fee imposed and payment must be made with a cashier's check or money order.

14. REPRESENTATION – No representations are/have been made unless in writing, in this contract.

Exhibitor's Signature _____ **Date** _____