

MATAGORDA COUNTY FAIR AND LIVESTOCK ASSOCIATION

P.O. Box 1803 Bay City, TX. 77404-1803

(979) 245-2454 FAX (979) 245-4250

FOR OFFICE USE ONLY

Assigned Space # _____

Total Cost: \$ _____

Deposit \$ _____

Date: _____ CK or MO

Final Payment \$ _____

Date: _____ CK or MO

2019 COMMERCIAL EXHIBIT - INSIDE VENDOR CONTRACT

Fair Dates:

Thursday, February 28 thru Sunday, March 3, 2019

DESCRIPTION OF EXHIBIT/Items being sold: _____

Type of booth desired (please check): Unsecured - \$150.00 Secured - \$200.00
 Double unsecured - \$275~limit 4 Double secured - \$375~limit 2

Number of workers per day: _____ (maximum - 2 free Gate Passes) Additional Vendor Passes are available for \$15 each. Inside parking permits are available for an addition \$50.00. All trailers or vehicles left within the fenced in area will need an inside parking permit. All unpermitted trailers or vehicles will be towed.

Will a Prize Drawing be offered? Yes No If Yes, list prizes offered: _____

Will persons signing up be contacted later? Yes No Company mailing solicitations? Yes No

Electrical outlets and lighting are available for each booth. **No food or beverage equipment allowed in booths unless approved by fair office.**

Any changes to the arranged booth **MUST** have prior approval from the Fair Manager.

The building will be available for set up Tuesday, **February 27, 2018**. All Booths should be set up by **4:00 PM on Wednesday, February 28, 2018** ALL EXHIBITORS must report to the Fair Office before setting up.

Remit full rental fee or a minimum 50% deposit (money order or cashier's checks only and is non-refundable) with signed contract to: Make money orders or cashier's checks payable to Matagorda County Fair Association.

Matagorda County Fair Association

P.O. Box 1803

Bay City, TX. 77404-1803

Full payment due by January 11, 2019

By signing below, I acknowledge...

I, _____ have read and fully understand the Rules and Regulations of the MCFLA Commercial Exhibits and hereby acknowledge that I will abide by said Rules and Regulations set forth in the MCFLA contract.

Firm Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Date: _____ Signature: _____ Title: _____

Please Print Name: _____ Email: _____

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Phone (979) 245-2454 Fax (979) 245-4250
Email: mcfa@matagordacountyfair.com

RULES AND REGULATIONS FOR ALL COMMERCIAL EXHIBITS

Dates of Event are Thursday, February 28 thru Sunday, March 3, 2019

1. Fairgrounds open at 8:00 a.m. every day. **All work and set-up on commercial exhibits must be completed by 4:00 PM, Wednesday, February 28, 2018 NO exceptions.**
2. Booth / Space are to remain open and intact during the following hours, but **CAN** be opened starting at 10:00 AM on Wednesday, Thursday and Friday:
Thursday 4:00PM - 11:00PM
Friday 4:00PM - 11:00PM
Saturday 10:00AM - 11:00PM
3. Fifty percent (50%) of the cost of exhibit booth /space is due when contract is made (money order or cashier check is accepted only). **The balance is due no later than January 8, 2018.** The terms of this contract cannot be changed, nor can the lessee cancel this contract.

NO REFUNDS WILL BE MADE.

4. This contract is non-transferable. Booth/ space may not be sublet to another party without approval from the fair manager.
5. Delivery gates to the fairgrounds will be closed at 4:00PM each day except Wednesday and Sunday. Merchants and others making deliveries to the fairgrounds must have their trucks and other vehicles off the grounds by that time, except by special permission. Exhibitors will enter through such gates and travel only the routes through the fairgrounds as directed by the fair manager. Exhibitor/ vendor parking is in the south or east parking lots outside the fenced fairgrounds. There is no charge for parking in these areas. There is no inside parking for vendors unless you purchase an inside parking pass for \$50.00.
6. **Exhibitors will not be allowed to solicit, barter, or entice patrons, nor be allowed to work outside the perimeter of their assigned commercial exhibit booth/ space.**
7. **No display may be put up outside your booth space.** It is a safety hazard to have ANYTHING outside the perimeter of your booth. It is up to the discretion of the Fair Manager or Board Member to determine and if you are in violation of this rule you will be given one verbal warning to move your belongings back into your booth. If you must be told a second time it will result in having to close your booth for the remainder of the fair with **NO REFUND.**
8. All modifications to any booth/ space will be done at the expense of the lessee, subject to the Fair Association Rules and Regulations. All modifications must be removed at the end of the Fair at the expense of the lessee, and the booth/ space must be left in the condition equal to or better than that at the time of occupancy. Exhibitors are expected to keep exhibits as neat as possible. Prior to closing, refuse should be placed in trashcans provided.
9. No public address system may be installed on the fairgrounds without proper approval. Musical instruments may be played at intervals in low tones; however, loud speaking sound displays are discouraged, and **MUST NOT** interfere with other exhibitors.

10. All exhibitors agree to remove any temporary buildings or structures erected in connection with their exhibit no later than the close of the fair. Failure to do so will result in the building/ structure becoming property of the fair association unless otherwise provided for in advance. Exhibitors will be allowed to remove their belongings from 9:00AM to 4:00PM on Sunday.
11. The fair manager must approve installation of any exhibit using utilities not furnished by the fairgrounds. Any and all fees for such utilities will be paid prior to set up of the exhibit.
12. Nothing shall be sold or given away which will conflict in any way with the Fair Association Rules and Regulations. Prizes offered in drawings must be listed in this contract. The winner's names must be submitted to the fair office by 5:00PM the last day of the fair. A sign must be posted in the booth/ space stating the time and place of said drawing. All prizes must be awarded before the close of the fair. All prizes not picked up or given out to winners before closing of the fair MUST be left in the fair office for distribution.
13. The sale of any merchandise and/or distribution of any printed or written material on the premises of the fairgrounds must be done from the exhibit booth/ space. Any person(s) guilty of violating this rule will be subject to prosecution for trespassing.
14. Two (2) complimentary walk-in gate passes are issued for each rented booth/ space for entrance into the fairgrounds. *Additional gate passes may be purchased for \$15 each. Parking passes (Inside) may be purchased for \$50 each vehicle and trailer. This parking will be designated by the Fair Office.*
15. The Ticket Office is no longer able to give or receive change. It is the Vendor's responsibility to decide for cash exchanges.
16. No use of electrical heaters is permitted.
17. No burning candles or heated items may be left unattended at any time in your booth/ space.
18. The fair office will designate non-Profit booth spaces.
19. Your food facility must be neat, clean and eye appealing.
20. **INSIDE FOOD OR DRINK SALES MUST BE APPROVED BY FAIR MANAGER AND VENDOR COMMITTEE. NO EXCEPTIONS.**
21. Vendors **DO NOT** have **EXCLUSIVE** sale rites on any item.
22. All food vendors **MUST** contact the MATAGORDA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AT (979)244-2717 and obtain a Food Sales Permit before opening for business at the Matagorda County Fair, Livestock Show and Rodeo.
23. Any merchandise considered vulgar or that advocates drugs, alcohol, etc. **MAY NOT** be distributed or sold by any vendor.
24. Outdoor spaces are not coded nor equipped for living quarters or overnight camping. Local RV campsites and park information is available at the fair office.

25. Possession/use of the following items is unlawful or offensive, and therefore, will not be permitted to be sold or given away by any vendor:

Any type of laser device
Knuckles of any kind
Nunchukas (nunchuks)
Throwing stars
Stink bombs
Itching powder
Snap Pops
Knives of any kind

Throwing spiked jewelry
Fart spray (any type)
Silly string
Fireworks of any type
Potato guns

Any item displaying drugs, or drug paraphernalia

If you are not sure about any of your items, ask first!!

Any exhibitor in violation of this article will be **directed to close his/her exhibit and his/her contract will be terminated immediately. NO REFUNDS!**

26. The Matagorda County Fair manager, Committee Chairman and/ or Fair President reserves the right to
- ask for the removal of any exhibit or article from sale or display, which in his/ her opinion causes an obstruction, creates a hazard or could be illegal, injurious or offensive to patrons. This is a family event; therefore, questionable or objectionable material WILL NOT be allowed on the fairgrounds.** If in doubt, check with the fair office;
 - cancel this contract, if in its judgment, the business carried on by the exhibitor is objectionable or not as represented at the time of this contract. Exhibitor will be asked to leave the fairgrounds immediately. **NO REFUNDS.** The space, as stipulated in this contract, must be used solely for the business as described. No changes in the business can be made at any time under the terms of this contract, unless such arrangements are made in advance and noted on the contract;
 - require a certificate of liability insurance from any commercial exhibitor. If so requested, the requested certificate **MUST include Matagorda County Fair & Livestock Association as additionally insured and state the wording “Additionally Insured – Matagorda County Fair & Livestock Association”.** The requested certificate must be presented at the fair office fourteen (14) day’s prior to arriving on the fair grounds. This is usually at the bottom left hand corner of the insurance certificates. This certificate of insurance must be presented at the fair office prior to the fair opening date.
27. In no case will the Matagorda County Fair and Livestock Association, its directors, officers, or staff be held responsible for any loss, damage, or injury of any description to any person, animal, article, or third party while same is on the fairgrounds, or at any other place or time. It is mutually agreed and made part of this contract that the lessee shall in all respects comply with these rules, the General Rules and Regulations of the Matagorda County Fair and Livestock Association and the Laws of the State of Texas.

Notwithstanding any other rules and regulations herein, or set forth on the contrary, it is expressly understood and agreed upon that the president of the Matagorda County Fair and Livestock Association may terminate any commercial exhibit contract if in his/ her judgment said exhibit is detrimental to the Matagorda County Fair and Livestock Association. It is further expressly understood and agreed that his/ her judgment shall be final and conclusive.