Presented by:

Brookshire Brothers

TEXAS STATE FOREST FESTIVAL

SEPTEMBER 20-24, 2017

2017 COMMERCIAL VENDOR RULES & REGULATIONS

2017 VENDOR TIMELINE

Deadline for Previous Vendors to Renew for 2017…… May 19, 2017

Applications and Final Payment due to the Texas State Forest Festival……..... September 8, 2017

5-Day Vendors Begin Move-In.....Wednesday, September 20, 9:00am

ALL 5-Day Booth Set-Up Must be Complete.....Wednesday, September 20, 12:00pm

Weekend Only Vendors Begin Move-In……..……Friday, September 22, 11:00am

ALL Weekend Only Vendors Set-Up Completed……..……...Friday, September 22, 3:00pm

Booth Tear-Down begins.....Sunday, September 24, 5:00pm

VENDOR DEPARTMENT CONTACT INFORMATION

Texas State Forest Festival

Tori Jones – Vendor Coordinator
1615 S. Chestnut St.
Lufkin, Texas 75901
TJones@LufkinTexas.org

TEXAS STATE FOREST FESTIVAL

COMMERCIAL VENDOR

GENERAL RULES & REGULATIONS

The Texas State Forest Festival has established rules for Commercial Vendors not to prohibit sales, but to allow for a safe and attractive environment for the fair going public's experience. The rules and regulations provided are intended to ensure a level playing field for all Commercial Vendors while providing a quality and safe product for the public. Your success is the Texas State Forest Festival's success. To ensure such, everyone needs to understand these rules and regulations.

1. **Interpretation and Violation of Rules:** The Texas State Forest Festival Management reserves the final and absolute right to interpret these rules and settle and determine all matters, questions and differences in regard thereto or otherwise arising out of or connected with, or incident to, and to amend or add to these rules as its judgment may determine. Any Commercial Vendor who violates any of the rules will forfeit all privileges and be subject to such penalty as the Executive Committee may order.
The Texas State Forest Festival Board of Directors Executive Committee shall have the further right to delegate any or all of the rights, authorities and responsibilities which it has under these Rules to such Show Officials as it deems appropriate.

2. **Application:** The application form is available for download at www.TexasStateForestFestival.com. The application deadline is Friday, September 8, 2017. Applications must be submitted to Texas State Forest Festival, Attention – Tori Jones, 1615 S. Chestnut St. Lufkin, TX 75901. **Commercial Vendors will not be considered without a completed and signed application, deposit and photos of your booth/trailer. Approved applications received by September 8, 2017 will receive prime access to preferred booth/trailer space. Remaining booths will be assigned for applications received after September 8, 2017. Note– booths cannot be shared or subleased.**

3. **Background Checks:** The Texas State Forest Festival reserves the right to conduct background checks on any individuals and/or Commercial Vendor. If the background check results do not comply with the Texas State Forest Festival policies and standards, then the Texas State Forest Festival Management has the right to revoke the contract and any payments made to the Texas State Forest Festival shall be forfeited.

4. **Photo and Measurements of Booth/Trailer Requirement:** Each Commercial Vendor must provide exact measurements and a photo of the booth/trailer they intend to bring to the event. Photo must be included in application. If the booth/trailer at the event does not represent the submitted measurements and photo, then the Texas State Forest Festival has the right to collect additional fees and/or remove the booth/trailer from the premises and revoke the contract and any payments made to the Texas State Forest Festival shall be forfeited.

5. **Acceptable Items for Sale or Display:** All items to be sold or displayed must be listed on the application when submitted to the Texas State Forest Festival Office. The Texas State Forest Festival Management will review the list and return a copy of the form to Commercial Vendors with a list of approved items for sale or display if the application is accepted. Once a contract is issued, you may not display or sell any additional items without approval from the Vendor Coordinator. Please be specific on the application. General words such as "handcrafts, t-shirts, sweatshirts, clothing, toys, hats, novelties, gift items, accessories, jewelry, imports," etc. are not acceptable. You may use an additional sheet to describe your items if there is not enough room on the application. The Texas State Forest Festival Management will periodically monitor Commercial Vendor booths to ensure that only approved items are being sold or displayed. Failure to comply with this rule will result in immediate eviction from the grounds and forfeiture of all fees paid.

6. **Offensive Items:** The Texas State Forest Festival Management reserves the right to prohibit the sale, rental or display of any item that the Texas State Forest Festival Management reasonably deems objectionable from the standpoint of taste, quality or compatibility with the Texas State Forest Festival mission. Some items that will not be considered for sale, give away or rental include but are not limited to: weapons of any kind, lasers, high powered water guns, rubber band guns, toy guns, products made from any endangered animals, unsafe, obscene or foul language, pornographic or drug related items.

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7. **Electrical Reservation:** All Commercial Vendors need to clarify on the application the type of electricity needed. Please fill out the electrical amperage information (on the vendor application) for proper planning for your electrical needs. **Each Vendor is responsible for supplying their own extension cord at least 50' in length and specialty plug if needed**. No pig-ears or tie-ins will be allowed, and vendors must be aware of their plug size for availability. The Commercial Vendor Coordinator will alert applicants by 9/1/2017 with any concerns of electrical requirements.

8. **Contract Execution:** If a Commercial Vendor's application and deposit are accepted, the Texas State Forest Festival will send the Commercial Vendor a formal contract for signature. The Commercial Vendor will have 14 days to sign and return the contract. The remaining balance is due to the Texas State Forest Festival office no later than September 8, 2017. Applications accepted after September 8, 2017 must be paid in full upon receipt of signed contract. Failure to respond by appropriate deadlines will result in cancellation of booth and forfeiture of any deposit.

9. **Booth Staffing Requirements:** It is the responsibility of the Commercial Vendor to ensure that their booth is staffed at all times during the shows hours of operation. Booths that do not comply will not be allowed back to future shows on the Festival grounds.

It is also the Commercial Vendors' responsibility to make sure that all employees are familiar with the Rules and Regulations, knowledgeable about the products or services sold in the booth, appropriate in appearance, and courteous to all show visitors, exhibitors, staff and volunteers.

10. **Refunds: There will be no refunds, for any reason after September 8, 2017.**

Texas State Forest Festival requests that all Commercial Vendors have a reasonable return/refund/exchange policy for customers during the Festival. If refunds are not offered by exhibitors, signage must be clearly displayed in the exhibit booth/space stating that refunds are not offered.

11. **Returned Checks:** If you write a check that is returned for any reason, your check writing privileges will be lost and a fee of $50.00 will be charged. Any future payments to Texas State Forest Festival must be done by cash, money order, cashier's check or credit card.

12. **Alcohol:** ***NO*** Commercial Vendors will be allowed to sell alcoholic beverages at any time. Commercial Vendors are also not allowed to consume alcoholic beverages or be under the influence of alcohol while working on the Texas State Forest Festival property. Violators will be removed from the festival grounds and will not be allowed back on festival grounds during the remaining hours of operation.

13. **Advertising:** In order to retain consistency and "fairness at the fair," Commercial Vendors are not allowed to advertise or promote their products in any Festival locations other than the ones designated within the agreement and all business dealings are to be conducted within the space designated within the agreement. **No shouting/loud or distracting music, voices or noises are allowed to attract visitors into your booth.**

The Texas State Forest Festival and any other trademark or artwork used by the festival cannot be used on any products and/or marketing materials such as advertisements promotions, other forms or materials without written consent from the Texas State Forest Festival Marketing Department.

Use of Name or Official Logo: No Commercial Vendor may use the official event name, Texas State Forest Festival, or its logo without prior written consent from the Texas State Forest Festival Management. This includes the use of the names or logo for any marketing materials, media, or promotions.

14. **Third Party Relationships:** Commercial Vendors may not endorse, display, promote or sell any third party relationships. Any violation of this will result in immediate removal of the conflicting booth from the grounds and the Texas State Forest Festival will revoke the contract and any payments made to the Texas State Forest Festival shall be forfeited.

15. **Pets:** No pets allowed on Festival grounds.

16. **Prohibited Items:** No weapons of any sort, illegal substances, bicycles, motorized bicycles, skateboards, hover boards, roller skates or pets are allowed within the Festival grounds.

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17. **Security:** There will be 24-hour grounds security throughout the event. According to the terms of the contract the Texas State Forest Festival assumes no responsibility for any items during festival hours, any items left before or after festival hours, or claims suffered by any loss or theft. Each Retail/Non-Retail Vendor is responsible for their merchandise and equipment.

OPERATIONAL RULES

18. **Check-in:** The following are guidelines put in place to make the arrival and setup of your space accommodating:

All Commercial Vendors must check in at the Vendors Table located in the corresponding barn. Prior to beginning move-in or unloading exhibits/trailers.

- Insurance Clearance – COMMERCIAL/RETAIL VENDORS ARE REQUIRED TO CARRY A $1,000,000 LIABILITY INSURANCE POLICY.
- Signed Acknowledgement & Understanding of Rules & Regulations Agreement
- Purchase additional parking passes/ Vendor passes
- Confirm balance paid in full
- Texas State Sales Tax Number on file
- Vendor Packet will be provided

(Each Commercial Vendor will not receive the Vendor Packet or be able to set up the contracted space without meeting the requirements listed above).

- Exhibits Staff will escort you to your purchased location

5-Day Commercial Vendor Move-In Date: Commercial Vendors that are planning to be present all 5 days of the festival may set up their booths beginning Wednesday, September 20, 2017, 8a.m. until 12 p.m. No vehicles are allowed in the Commercial Vendors area due to a special flooring used to reduce dust. Please do not arrive on the Festival grounds prior to 8a.m., Wednesday, September 20, 2017. Violation of this privilege will result in immediate cancellation of contract and forfeiture of fees paid. Commercial Vendors must be completely set-up and have their booth approved no later than 12 p.m., Wednesday, September 20, 2017. Vendors may replenish stock Wed-Fri between 9 a.m. and 4 p.m. (enter thru vendor gate only) and will not be allowed to disassemble their booth until 5 p.m. Sunday, September 24, 2017.

5-Day Commercial Vendor Set-Up Time: Wednesday, September 20, 2017, 8a.m. to 12p.m. Everyone MUST be completely set-up and approved by 12 p.m., Wednesday, September 20, 2017**.**

Weekend Commercial Vendor Move-In Date: Commercial Vendors that are planning to be present only Friday through Sunday may set up their booths beginning Friday, September 22, 2017, 11a.m. until 3p.m. No vehicles are allowed in the Commercial Vendors area due to a special flooring used to reduce dust. Please do not arrive on the Festival grounds prior to 11a.m., Friday, September 22, 2017. Violation of this privilege will result in immediate cancellation of contract and forfeiture of fees paid. Commercial Vendors must be completely set-up and have their booth approved no later than 3 p.m., Friday, September 22, 2017. Vendors will not be allowed to disassemble their booth until 5 p.m. Sunday, September 24, 2017.

Weekend Commercial Vendor Set-Up Time: Friday, September 22, 2017, 11a.m to 3p.m.. Everyone MUST be completely set-up and approved by 3p.m., Friday, September 22, 2017**.**

19. **Commercial Vendor Move-Out/Tear Down:** ALL Commercial Vendors must keep their booths up and running until 5:00p.m. on Sunday, September 24, 2017. Those vendors who begin tearing down their booth space before 5:00p.m. on Sunday, will not be allowed to return as a vendor in the following years. We want each and every festival goer to have the same great experience as the last. Therefore, we request all booths remain open for the full length of the festival.

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20. **State Sales Tax ID Number:** Commercial Vendors are responsible for displaying their Texas Sales Tax Permit and collecting sales tax on items sold. The Texas State Forest Festival MUST have your number on-file in the office with final payment or contract will be cancelled.

21. **Golf Carts, Scooters and other Motorized Vehicles:** Must be off fairgrounds by 4 p.m. weekdays, 8 a.m. Saturday and 10 a.m. Sunday.

22. **Booth Identification Sign**: Each booth will be provided a sign identifying the booth by the **contract name. Please return or leave sign in booth after festival.**

23. **Credentials:** Each Commercial Vendor will be required to purchase his and his employees, or agents credentials for admission to the festival other than those complimentary credentials that come with the space, additional credentials are $10 each. Parking for Commercial Vendors comes complimentary with your supplied credentials. Parking passes on the Festival grounds are available for an additional price. RV parking (water and electricity only) and stock trailer parking is available for $25 a night and are on a first come first serve basis, please call the Expo Center to reserve your space 936-637-3976.

Each Commercial Vendor booth receives: One (1) car pass and Two (2) gate passes

Car Passes must be visible to enter Vendor parking area. All Commercial Vendors must have their admission credentials at all times or purchase General Admission ticket at front gate. NO EXCEPTIONS.

24. **Hours of Operation:** Failure to comply with this rule will result in immediate eviction from the grounds and forfeiture of all fees paid.

All Commercial Vendors MUST remain open during the following hours:

Wednesday, September 20 5 p.m. – 10 p.m.

Thursday, September 21 5 p.m. – 10 p.m.

Friday, September 22 5 p.m. – 10 p.m.

Saturday, September 23 9 a.m. – 10 p.m.

Sunday, September 24 11 a.m. – 5 p.m.

***Vendors are NOT allowed to start tearing down their booths until 5:00p.m. on Sunday.**

25. **Cleanliness of Booth Area:** Each Commercial Vendor is responsible for maintaining a neat and clean booth area. All garbage, boxes, materials, coverings and non-display items must be removed and all cleaning must be completed at least 30 minutes prior to opening each day. The Texas State Forest Festival will provide trash receptacles throughout the grounds. The Vendor Coordinator should be contacted if an area needs to be cleaned or a trash receptacle needs to be emptied.

26. **Screens:** Commercial Vendor booths or trailers must have visual screening to hide approved preparation areas from public view. Screens must be designed to look like the booth. They must be big enough to surround the entire preparation area of the booth, stand or trailer. All trailers must have proper skirting around the perimeter to hide the undercarriage, wheels or chassis and trailer hitch.

27. **Signage:** Each Commercial Vendor's booth must post a sign, visible to the public, which states the company name, menu (if applicable), and prices. The signs must be of a professional nature. No handmade signs will be allowed. Menu and prices cannot change once the application has been submitted and approved. Signs must be placed NO more than 1 foot from the trailers or booth space. SIGNS MUST REMAIN IN THE CONTRACTED SPACE.

28. **Decorating Services:** The Texas State Forest Festival will no longer be providing pipe and drapes to divide booths. All Vendors are responsible for bringing any tables, chairs, and/or signage needed for their booth. Vendors are responsible for his/her own equipment in case of loss or damage. **PLEASE NOTE: VENDOR SPACES ARE A STANDARD 10X10. SOME SPACES ARE IRREGULAR IN SIZE AS COLUMNS MAY BE PRESENT. PRICE WILL REMAIN THE SAME.**

29. **Health Code Requirements:** All Commercial Vendors that are selling/sampling food products must meet the Angelina County Health Department requirements. **It is the Commercial Vendor's responsibility to obtain a Food Permit if it is required**. Non-compliance with health codes is considered a breach of contract. **YOU MAY NOT OPERATE WITHOUT A VALID PERMIT**

30. **VENDOR ITEMS:** We do not guarantee to only allow one (1) vendor of any type of item. No booth may give away nor sell any food or drinks except as approved by the Texas State Forest Festival Vendor Committee. Texas State Forest Festival reserves the right to refuse any Vendor.

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31. **Commercial Vendor Location:** It is the responsibility of the Texas State Forest Festival to place all vendors. It is the right of the Texas State Forest Festival to move any booth/trailer to any location if it is in the best interest of the fair. This movement will be the sole decision of the Texas State Forest Festival Vendor Committee.

32. **LIABILITY CLAUSE:** The Texas State Forest Festival, its Directors and Officers will not be liable for any loss or damage to the property of the Commercial Vendors, or its employees, agents or guests due to fire, smoke, water, electric current or failure of the same, accident of any kind, nor from any other cause whatsoever. The Texas State Forest Festival will not be liable for injuries of any Commercial Vendors, their employees, agents or guests, for damages or injuries arising from anyway connected with the use of occupancy of space in the show. The Commercial Vendor agrees to indemnify and hold harmless the Texas State Forest Festival and its employees against any and all claims of any person whosoever arising out of acts or omissions of Commercial Vendors, its employees, agents and/or guests.

33. **Rain Information:** In the event of rain and/or muddy conditions on the fairgrounds, shavings will be available to all Commercial Vendors but **must be purchased at a discounted price**.

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Acknowledgement & Understanding of Rules & Regulations

I, _____, applicant for Commercial Vendor at the Texas State Forest Festival, Lufkin, Texas, have read and agree to the 2017 Texas State Forest Festival Commercial Vendor Rules& Regulations as set forth in the Commercial Vendor packet. I understand that a violation of any of the rules and regulations will result in immediate cancellation of my contract and forfeiture of fees paid. I also understand that once all initial paperwork is processed and accepted by the Texas State Forest Festival staff, a contract will be issued and must be signed and returned no later than the date posted on the contract to guarantee booth space.

_____ _____

Signature Date

PLEASE MAKE SURE YOU HAVE THE FOLLOWING TURNED IN WITH THIS APPLICATION:

1. A completed Application and Deposit

2. Photos and Measurements of your booth/trailer set-up that you intend to bring

3. COMPLETE LIST OF ALL PRODUCTS & SERVICES

4. Copy of the 2017 Rules and Regulations

Initial at the bottom of each page, sign and date page 8

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