

COMMERCIAL EXHIBIT SPACE CONTRACT RULES AND REGULATIONS

(*revised* 2019)

- 1. It is mutually agreed, and made a part of this contract, that the Lessee shall in all respects comply with the Rules and Regulations of the Titus County Fair Association, and the laws of the State of Texas, and the City of Mount Pleasant, Texas.
- 2. Exhibitors may set up their booths between 1:00 P.M. and 8:00 P.M. Tuesday, September 24, 2019, and/or 8:00 A.M. and 3:00 P.M., Wednesday, September 25, 2019. All booths must be completely set up and ready for operation by 5:00 P.M., Wednesday, September 25, 2019. Exhibitors who fail to set up their booths in the allotted time will automatically forfeit all privileges and rights to the space. There will be no refund of rental fees paid.
- 3. Civic Center hours during the fair will be from 5:30 P.M. to 9:00 P.M., Wednesday, Thursday, and Friday; and 9:00 A.M. to 9:00 P.M., Saturday. All exhibits must be opened and manned each day of the fair. All exhibits must be removed from the Civic Center by 10:00 P.M. Saturday.
- 4. The space described in this contract must be used only for the purposes described under "Type of Space". Nothing may be sold or given away from a rented space or booth unless provided for in the contract.
- 5. Your entire exhibit, including ropes, tent pegs, etc., <u>must</u> fit into your space. You may purchase another full space, but you will be charged accordingly. You must advise us if you will require a second space when you return your contract. Exhibits <u>cannot</u> extend into walkways.
- 6. No part of any space under contract may be transferred or sublet to another party.
- 7. Exhibit booths must be clean and neat at all times.
- 8. No noisy or loud displays. No type of public address system, horns, or similar instruments may be used. Exhibitors displaying television sets, radios or musical instruments are requested to maintain a volume that is not boisterous.
- 9. Signs, banners and decorations must be constructed in such a manner as not to obstruct the view of other exhibitors nor create a hazard.
- 10. All decorations must comply with Civic Center regulations and the City of Mount Pleasant fire code.
- 11. <u>No</u> food or drink concessions will be allowed from commercial exhibit booths, without prior consent from the Titus County Fair Association, Inc.
- 12. Titus County Fair is not responsible for monitoring vendors selling same product.

The Civic Center is cold, so you may want to bring a jacket.

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- 13. Exhibitors will furnish their own extension cords (15 amp minimum). Please state your specific electrical needs. Availability of electricity may dictate where your booth will be located. An additional charge of \$25.00 will be applied for motor homes, travel trailers, etc. Limited spaces are available and are a first come first serve basis.
- 14. The announced intentions of an exhibitor to give away merchandise during or at the closing of the Fair must be fully complied with and the Fair Management is to be given the names and addresses or any such winners. However, all exhibitors shall be responsible for getting merchandise to the winners.
- 15. No exhibit may be dismantled or removed until the last day of the Fair after 8:00 P.M. The Civic Center will remain open for fair visitors that day until 9:00 P.M. This applies to booths inside the Civic Center only.
- 16. Reservations will be taken from last year's exhibitors for their same spot until July 5, 2019. Reservations are <u>confirmed</u> when the Titus County Fair Association, Inc. receives payment in full for the exhibit space. After July 5, exhibit space will be sold on a first come, first serve basis.
- 17. The Titus County Fair Association, Inc. reserves the right to refuse and/or cancel this rental agreement at any time based on the appearance or content of an exhibit, the conduct of the exhibitor or exhibitor's agents or representatives; or the exhibitor's products or services being exhibited which are deemed unsatisfactory by any officer of the Titus County Fair Association, Inc. No knives or guns of any type will be allowed. No items with marijuana leaves can be sold or displayed. Any cancellation will result in immediate removal from the premises.
- 18. The Titus County Fair Association, Inc. assumes no responsibility for safety of the property of the exhibitor from theft, damage by fire, water or accident, or any other cause; or the safety of the exhibitor, his agents or employees, against accident or injury or any other cause.
- 19. The Lessee assumes full liability for any and all damages, death or injury of any person(s), whether employees or otherwise, and property, arising out of or in any way connected with this lease and hold harmless the Titus County Fair Association, Inc., its officers, agents, employees, and indemnities from and against any and all claims, losses, suits, damages, legal and otherwise, arising out of or in any way connected with the Lessee's exhibit, including, to the fullest extent permitted by the law, the active negligence of the indemnity.
- 20. The Titus County Fair requires exhibitors to provide liability insurance naming the Titus County Fair Association, Inc. as additional insured. If the exhibitor does not have insurance, a policy can be purchased as an addition to the Titus County Fair's insurance policy at a cost of \$50.00.