

# **GREATER BATON ROUGE STATE FAIR**

## **EXHIBITOR/CONCESSIONAIRE POLICY**

### **PART 1 – INCLUDED ON APPLICATION/CONTRACT**

**1. MANDATORY GENERAL PUBLIC LIABILITY INSURANCE**

\_\_\_ We are covered by general public liability insurance including bodily injury, property damage and, where applicable, food products liability. Our insurance carrier (\_\_\_\_\_) has been notified to add "The Greater Baton Rouge State Fair and Trade Show, Inc." as additional named insured and to send insurance certificate covering Fair dates to P.O. Box 15010, Baton Rouge, LA 70895.

\_\_\_ We would like to be included on the Greater Baton Rouge State Fair's group policy to obtain the required general public liability insurance for the period of the Fair.

**2. GOVERNMENT REGULATIONS**

Exhibitor/Concessionaire as shown (hereafter called LESSEE) agrees that any item or structure placed upon a leased facility or area shall conform and be operated in compliance with requirements of the Public Health agencies and all other Parish, State, and Federal laws, rules, and regulations. LESSEE further agrees to observe and obey all laws, ordinances, regulations, and rules of any Federal, State, or local government.

**3. REASSIGNMENT OF LOCATION**

Anyone not in place by noon Wednesday is subject to reassignment of location at discretion of C&I Director or his/her designee.

**4. FOOD PLAZA AND INDEPENDENT MIDWAY**

A. LEASING FEES: Front footage for fees will be measured by total space occupied on the line, including trailer hitches, bumpers, and awnings.

B. ELECTRICAL HOOKUPS will only be done by the Fair electrician. There will be additional charges for other than standard hookups.

C. WATER & gray water sewer hookups are available within 50 feet of any food plaza location.

D. DESIGN: Unsightly, unpainted, or shabby booths will not be permitted to set up. Trailer mounted stands in good condition are encouraged. No construction, except for assembly of component parts will be allowed on site.

E. OUTSIDE SETUP will be **Monday-Wednesday, 9 am to 6 pm and Thursday (Opening Day) 9 am – 3 pm.**

**5. EXHIBIT PAVILION**

A. BOOTHS are 10'x10' each except for inside corner booths which measure 10'x10' on the line with an additional 10'x10' (approx.) in the corner. Booths are composed of 8' high backwalls and 3' high sidewalls of drapery fabric.

**6. AGREEMENT BY LESSEE**

I understand this application for space will be considered on the availability of space, the amount of space required, the number and type of products to be sold or exhibited by others previously accepted.

In submitting this Application/Agreement, I affirm that I have read, understand and agree to abide by the Rules and Regulations as submitted, and any others which may be promulgated by the Greater Baton Rouge State Fair in the future. A deposit of 50% of the total cost is enclosed to reserve space. We understand this deposit is refundable only if we are not accepted. We further agree to pay the balance in full prior to set-up. Cash, money order, or cashier's check only accepted after October 15<sup>th</sup>.

**PART 2 – ADDITIONAL CONTRACT PROVISIONS**

**1. INTERPRETATION**

The Greater Baton Rouge State Fair (hereafter called FAIR), through its authorized officials, reserves to itself the sole and absolute right to interpret and construe the Rules and Regulations, and any others incidental to the operation of the FAIR and related activities, and to determine all matters and differences in regard thereto.

**2. DATE CHANGE/CANCELLATION**

If at any time subsequent to the signing of the application, FAIR deems it in the best interest of FAIR to cancel or change the dates as set out in the contract, LESSEE agrees to accept such action without claim of loss or damage except the right to make written request, within thirty (30) days after date of notice, for return of amounts previously paid on contract.

**3. RIGHTS AND PRIVILEGES**

Rights and privileges granted by FAIR to LESSEE are only those stated herein, no part of which shall be sublet or assigned.

**4. RIGHTS OF RENEWAL**

Contracts for space between FAIR and LESSEE are for one year only, FAIR reserves the right to determine who will be given first refusal to renew contracts on their locations. When an exhibitor/concessionaire requests additional space, FAIR will attempt to make such space available.

**5. DEPOSIT REFUNDS**

No refunds of any deposits will be made. Should LESSEE fail to pay the balance due by the specified date, or to occupy the leased premises and have its booth prepared by the time and date specified, FAIR may reassign space and retain the deposit and any payments made as liquidated damages.

**6. LESSEE OPERATIONS AREA**

No LESSEE shall be permitted to conduct any portion of its operation outside the space leased. There will be no distribution of samples or printed materials except within the areas leased by or assigned to LESSEE.

**7. TAX INFORMATION**

Exhibitors are required to have or purchase business licenses as required by the City-Parish government. All fees and taxes will be collected individually by the State of Louisiana and the City-Parish. A Louisiana Department of Revenue official will attend the Fair on the last Sunday beginning at noon to collect sales tax. Be prepared to settle with them.

**8. EXHIBIT/CONCESSION OPERATIONS**

All exhibits must be in place by 4:00 pm on opening day and remain in place until 10:00 pm on closing day. Admission gates and the Exhibit Pavilion will open and close each day according to a schedule provided by FAIR.

**9. REMOVAL BY FAIR**

FAIR reserves the right to remove from fairgrounds any exhibit, animal, concession, or show which may be entered falsely or deemed objectionable, or to remove any sign, banner, or advertising matter of any kind deemed objectionable by FAIR without assigning a reason.

**10. CANCELLATION OF LEASE**

FAIR may cancel lease if in its sole and exclusive judgement, the business or exhibition of LESSEE, or the manner of conducting same, does not conform to the description given FAIR by LESSEE or if said business interferes with the operation of another LESSEE, constitutes a threat to the safety of the public, is a nuisance, or LESSEE allows illegal or unauthorized activities to take place within the leased premises. In the event of such cancellation, no refund shall be due LESSEE by FAIR.

**11. LIABILITY**

LESSEE agrees to defend, indemnify and hold FAIR, its directors, officers, agents, and employees harmless from any and all claims for salary, expense, or sum due any employee, agent, servant, or contractee of LESSEE or as a result of any accident, damage, or injury to LESSEE's animals, employees, guests, or invitees. LESSEE further agrees to save and hold harmless the FAIR from any debt, liability, or judgement incurred for any claim of damage, liability, cost or expanse to persons or property, resulting directly or indirectly from the acts, or after the event names herein.



**PART 2 – ADDITIONAL CONTRACT PROVISIONS (CONTINUED)****12. REMOVAL BY LESSEE**

LESSEE agrees to remove its exhibit and all improvements connected therewith following the close of the Fair. Exhibits must be moved from EXHIBIT PAVILION by noon Monday following the Fair. Should such exhibit or improvements not be removed from the grounds within five (5) days following close of the Fair, then, in that event, LESSEE agrees it shall be deemed to have forfeited its interest in such improvement and to have conveyed same to FAIR.

**13. ATTORNEY FEES**

Should FAIR employ an attorney to enforce any of LESSEE's obligations hereunder or to enforce LESSEE's compliance with the Rules and Regulations made a part of the contract, LESSEE agrees to pay FAIR's reasonable attorney fees and such other expenses as FAIR may incur in the enforcement of any said obligations, rules or regulations.

**PART 3 – RULES AND REGULATIONS****1. COCA COLA**

Coca Cola will be the exclusive drink supplier of our Fair. Only those products are allowed to be sold and distributed.

**2. PRICES OF ITEMS FOR SALE**

Food concessions must have a menu board with prices clearly readable. No hand written signs will be allowed.

**3. LOUDSPEAKERS**

No loudspeakers of any kind will be allowed.

**4. PARKING**

Numerous parking lots are available. A limited number of Exhibitor Pass Parking is allowed inside the grounds on the Exhibitor Lot(s). *You will need your Exhibitor Parking Sticker on your windshield to get into Exhibitor Lot(s). You will also need your Exhibitor Entry Ticket to get through the gate. THERE IS NO PARKING PERMITTED AT YOUR SPACE. All vehicles parked on the Fairgrounds must have a parking tag visible that will be given to you at the time you check in.* Otherwise, LESSEE and employees must utilize the public parking areas.

**5. MIDWAY PARKING**

For those on the Midway, only **ONE** vehicle may be allowed to park behind their booth. If you park behind your booth, you must be parked behind your booth one hour before the fair opens. You must **REMAIN PARKED** until the lights on the ferris wheel go off.

**6. REPLENISHING SUPPLIES**

You can drive on the grounds to replenish your stock each day, in the morning up until 3:00 pm Monday through Friday and 11:00 am Saturday and Sunday. Supplies of any kind delivered to Exhibitors/Concessionaires by vehicle must be delivered at least **ONE HOUR PRIOR** to the opening of the Fair. *ALL VEHICLES MUST BE REMOVED FROM THE GROUNDS ONE HOUR BEFORE OPENING. UNDER NO CIRCUMSTANCES SHALL ANY VEHICLES BE ALLOWED TO DRIVE TO/FROM THEIR SPACES AFTER THE OPENING OF THE FAIR.*

**7. PASSES**

Any Exhibitor/Concessionaire/Employee that is parked on the outside of the Fairgrounds must have a pass to enter the grounds. Those passes will be given to the owner once checked in.

**8. VENDORS**

Vendors will be on the grounds each day to take your orders for supplies. You will need to make up your own schedule with them for picking up your supplies when they are delivered. *THE VENDORS MUST BE OFF THE GROUNDS BY 12:00 Noon.....MAKE YOUR PLANS ACCORDINGLY.*

**PART 3 – RULES AND REGULATIONS (CONTINUED)**

**9. CHANGE**

There is no "bank" on the fairgrounds, so be sure to have enough change to see you through your business day. This is especially true for Sunday.

**10. TRASH**

The blue trash bins on the grounds are for fairgoers ONLY. If your trash needs to be emptied before closing, set it behind your area to be disposed of in the dumpster. You MUST break down ALL cardboard boxes.

**11. GREASE**

Grease must be disposed of in drums/barrels found in various locations designated for waste grease only. No other waste products are to be dumped in those containers.

**12. KNIVES AND/OR GUNS**

No knives or guns shall be displayed or sold at the Fair.

**13. FIRST AID**

First Aid is available on site.

**14. EXHIBIT PAVILION BOOTHS**

Booths have a back wall at least 6' high. Side dividers of 6' can extend no more than 4' from the back wall, with the remaining side divider being no higher than 4'. No part of any booth can extend beyond the confines of the booth in any direction, including height. A professional decorating company provides booth decorating and equipment rentals. Only the standard back and side wall draperies are included in your contract price. Contact decorator for your other needs.

**15. ELECTRICAL**

All inside locations have two (2) standard 110 outlets furnished. All outside locations will be charged a hook-up charge and a fee based on electrical usage.

All electrical cut-ins must be scheduled through FAIR's electrical superintendent who will determine the proper fees based upon nature of cut-in and electrical usage. *All service will be fused and any over usage will blow fuses causing downtime for your establishment. Any service calls will be charged to you.*

*Any service which must be enlarged because of erroneous information returned with your application, will result in replacement of service. Replacement of service will result in an additional hook-up charge and additional usage charge for the entire fair run.*

*Anyone wishing to be connected and operating before the opening day of the Fair or wish to be operating for days following the Fair will be charged a rate comparable to your usage needs.*

**PART 4 – GENERAL INFORMATION**

**1. OFFICES**

Business office locations will be announced.

**2. OFFICE HOURS**

PRE-FAIR: Offices will be open the Saturday before opening day through opening day from 10:00 am until 6:00 pm for Exhibitors/Concessionaires to check in and resolve any problems.

DURING FAIR: In general, offices will be open each day at 9:00 am and remain open until the Fair closes each evening. However, Exhibitors/Concessionaires are urged to transact their business prior to opening each day.

**3. DELIVERIES**

Freight may be shipped to the Fair office at 16072 Airline Hwy., Baton Rouge, LA 70809. It is YOUR responsibility to pick up your shipment at the Fair office. Your payment by cashier's check, personal check or money order may be given to the Fair secretary to give to the delivery company. You MUST have your name, company name and booth number on the shipping label so the Fair can contact you. The Fair is not responsible for any damages to your merchandise.



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**PART 4 – GENERAL INFORMATION (CONTINUED)**

**4. EMERGENCY MESSAGES**

The Fair will not attempt to deliver any but true emergency messages and cannot even do this unless the caller can tell us where the person is working. Please see that your family and that of your employees have your correct booth name and location. Other calls and mail will be posted on the bulletin board in the FAIR office.

**5. SECURITY**

Security Services will begin at 6:00 pm on the Tuesday prior to Opening Day and end at 1:00 pm Monday after Closing Day. During this period a security force will be maintained at the gates, inside the Exhibit Pavilion, and circulating inside the fence.

**6. PASS GATES**

Pass gates will open at 10:00 am each day of the Fair run and close 1½ hours after the fairgrounds close each night. Individual passes may be used to enter at any gate, however the use of the Pass Gates is encouraged to avoid possible delays at the Main Gate.

**7. BUSTER BROWN DAY**

Each year, the Fair sets aside a week-day morning to give special needs children of the area an opportunity to enjoy the Fair. The Greater Baton Rouge State Fair, Mitchell Brothers Entertainment and Westmoreland Concessions, among others, make this special day possible. The children are asked not to bring money and no vendors are to sell anything during this time. If you would like to volunteer to assist in this day, please contact the Fair Office.

Signature \_\_\_\_\_

Date \_\_\_\_\_