

# WILLIAMSON COUNTY FAIR

## 2019 VENDOR/EXHIBITOR RULES AND REGULATIONS



### STANDARDS

**RULES & REGULATIONS** Exhibitor and Vendor (collectively defined herein as any person or organization renting space from the Association for the duration of the 2019 Williamson County Fair (the "**Fair**") located at Williamson County AgExpo Park, 4215 Long Lane, Franklin, TN 37064 (the "**Fair Property**") (herein called the "**Exhibitor**") shall be bound by the Rules and Regulations set forth herein, as established and amended by the Williamson County Fair Association, Inc. to be referred to as the "**Association**".

**STAFFING** Exhibit areas must be staffed throughout the Fair hours unless area is an approved static feature. **No booth tear down until Saturday, 8/10 at 10:00 p.m. (indoors only). EARLY TEAR DOWN MAY AFFECT FUTURE ACCEPTANCE AS A VENDOR/EXHIBITOR.**

**USE OF EXHIBIT SPACE** Demonstrations and use of circulars or promotional material must be kept within the Exhibitor's assigned space. Non-exhibiting firms or organizations will not be permitted to solicit business within the Fair. No advertising, circulars, catalogues, folders, or devices shall be distributed in the aisles, registration areas, or other areas of the leased facility. Any activity that results in obstruction of aisles, or nearby Exhibitor's space shall be suspended until solution to congestion is found.

**NOISE** Exhibits that include the operation of equipment, musical instruments, radios, audio/visual equipment, public address systems, or any noise-making machines or equipment must be arranged so that noise resulting from the demonstration will not disturb adjacent Exhibitors and their patrons.

**FOOD** Sale of food or beverages is not permitted without purchasing a Food and Beverage booth. This event will be a non-alcoholic event and the sale of alcoholic beverages is strictly forbidden. The sale of any beverages that do not fall into the soft drink or bottled water category must be pre-approved by the Association. Prior to the Fair, Food and Beverage vendors will be informed of any products that will be sold by the Association's exclusive sponsors. If a Food and Beverage vendor sells a product provided by the Association's exclusive sponsor, then the vendor will be required to purchase those products from the exclusive sponsor on-site. Samplings of food and beverages must be approved by the Association. **Bagged ice will be sold on-site and must be purchased through our purveyor. No outside bagged ice will be permitted.**

**PRIZES, LOTTERIES AND RAFFLES** Drawings or contests of an appropriate and audited nature are allowed, providing no money changes hands. Winners of all contests must be selected at the Fair and winner's names given to the Association. Any merchandising, advertising, or promotion, which involves attracting visitors to an Exhibitor's location by any inducement that might be construed as a lottery, is strictly prohibited. Under laws governing games of chance, lotteries and the like, every individual is charged with knowledge of national, state, and local legal restrictions on such operations.

**Prior to the opening of the Fair, the Association must approve all prize drawings and giveaway items.** If you offer or give away free items during the Fair, you must comply with the following requirements:

1. Clearly disclose the market value of the prize or free item.
2. Clearly disclose any conditions that must be met in order to be awarded the prize or free item, such as the requirement to listen to a sales pitch, etc.
3. There must be no purchase requirement or incidental charges to receive a prize such as the payment of a service charge, mailing charge or other similar charge.
4. **All drawings must be held no later than 3:00 pm, Saturday, August 10, 2019.**
5. **Provide the Association with a list of winner's name(s), phone number(s), and address(es) by Sunday, August 11, 2019. List must be hand delivered to Vendor Manager, or sent via email to [sponsors\\_vendors@williamsoncountyfair.org](mailto:sponsors_vendors@williamsoncountyfair.org).**
6. **Provide the Association with a list of all names, addresses, and email addresses of all who entered prize drawings. Must be sent to Vendor Manager no later than sixty (60) days after the last day of the Fair.**

**FIRE, HEALTH REGULATIONS** Exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, customs, and public safety, while participating in this event. Compliance with such laws is mandatory, and the sole responsibility of the Exhibitor.

**ASSIGNMENT OF SPACE** Whenever possible, space assignment will be made by the Association in keeping with the desires of the Exhibitor. However, final determination of space assignment is reserved by the Association, and assignments may be made or changed anytime in the best interest of the Fair as determined by the Association.

**HEALTH, SAFETY, LICENSES, AND TAXES** Exhibitor shall obtain at its own expense all licenses and permits required by law, and Exhibitor shall pay all taxes, fees, and charges required by any governmental authority in connection with its use of the Premises. Exhibitor will conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations and any other regulations as may be cited in the Agreement. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. The Exhibitor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.

## EXHIBITS

**DECORATIONS** Exhibit supplies and decorations must be flameproof and electrical wiring and equipment must conform to National Electrical Code Safety Rules. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Exhibitor must request information concerning facilities or regulations from the Association.

**UNFINISHED EXHIBITS** Exposed areas of display backs or sides must be finished or covered so they do not present an unsightly appearance when viewed from adjoining exhibits or aisles.

**CONTENT** The Fair is a family-oriented event. All Exhibitor displays, items for sale, services or information provided by an Exhibitor will be suitable for all audiences. Upon request, Exhibitors will immediately remove any unsuitable materials or refrain from unsuitable activities when notified to do so by the chairman of the Fair. Failure to do so will result in the immediate closing of the Exhibitor's booth and the Exhibitor's removal from the Fair without refund.

**EXHIBIT APPEARANCE** Exhibitors are expected to keep their exhibit spaces in good order during the Fair hours. Management reserves the right to approve the character of all exhibits. Any exhibit, or content of an exhibit, which does not meet Management's approval shall be removed from the Fair. All booths and equipment must be fully operational by the opening of the Event.

**BANNERS/SIGNS** Signs must be professional, of appropriate size and nature, and displayed within the limits of the leased exhibit space. The Association reserves the right to remove any sign deemed unacceptable.

**VEHICLES** No vehicles shall be permitted past the Admissions Gates without a Vehicle Pass. The Fair shall issue vehicle passes after a determination, in the sole and absolute discretion of the Fair of the necessity for such a vehicle pass. All vehicles must be parked in the areas designated by the Fair. **PARKING IN PRIORITY OR HANDICAPPED PARKING IS STRICTLY PROHIBITED.**

**MATERIAL LEFT AT THE FAIR** Exhibitor agrees that the Association, without incurring any liability for damage or loss, has the right to dismantle and pack property of any Exhibitor who has failed to move such items prior to established move-out day and time, or may order such work to be done at the sole expense of the Exhibitor. Exhibitor agrees, with respect to any exhibit material or other property of the Exhibitor for which sufficient shipping arrangements have not been made or carried out, that the Association shall have the right and authority to clear such property from the exhibition premises, designate carriers for its return, send it to public or private storage, or otherwise dispose of it, without incurring any liability therefore. Cost of such removal, return, storage, and other disposition shall be charged to and paid by the Exhibitor.

**PRODUCTS AND SERVICES DISPLAYED AND SOLD MUST BE ACCORDING TO CONTRACT** No exhibitor shall exhibit in the space assigned any goods or services other than those specified on Exhibit Space Application/Contract (or later approved in writing by the Association), nor shall the Exhibitor exhibit in the space, or permit to be exhibited therein, displays or advertising materials of any sort bearing any name or form of advertising other than Exhibitors own. No person shall be permitted to make solicitations of any nature on the grounds, except in locations designated on the contract. No person will be permitted to post or display signs, distribute handbills or advertising material or sell or distribute free, any merchandise except persons under contract. Roving vendors/solicitors, acting for either a for-profit or non-profit organization, or on his or her own behalf, are not permitted on the grounds. Skateboards, roller skates, in-line skates, two-wheeled motorized vehicles and bicycles are not permitted on the grounds. No laser beams are to be operated, sold or given away during the Fair.

## LIABILITY

**DAMAGE TO FACILITIES** Exhibitor will be charged for any building, facilities and grounds damage, or for clean-up necessitated by painting, oil, grease or any improper grease dumping, floor abrasives, or for excessive debris left in the Exhibitor's space.

**CANCELLATION POLICY** All cancellations must be in writing. A 75% deposit is required in order for space to be confirmed. **The full 100% Exhibitor fee is due by July 1, 2019.** Please mail to P.O. Box, 329, Franklin, TN 37065. **You will not receive an invoice so please self-pay by that date.** Cancellations received six months prior to the Fair date will be refunded the full deposit, less a \$50 cancellation fee. Cancellations received between three and six months prior to the Fair date will be refunded on any sum paid over the required 75% deposit. Cancellations received at any time during the three months prior to the Fair date will receive no refund. Failure to setup within specified move-in times will result in forfeiture of exhibit space and all monies paid. Exhibit space can be reassigned at the Association's discretion. Exceptions are cancellations that occur within 48 hours of space request and confirmation. Space that is both reserved and cancelled within a 48-hour period will receive full refund of monies received.

**TERMINATION OF EXHIBIT OR CONTRACT** The Association reserves the right to terminate the Fair if use or occupancy of the Fair premises is, or will be, materially interfered with by reason of fire, casualty, strike, embargo, injection, act of war, act of God, any other emergency, or any other act or event not the fault of the Association during any period of time the availability of which is critical to successful production of the Fair. It is expressly agreed that such a termination shall not constitute a breach of the contract. Should any contingency interrupt or prevent the holding of the Fair, the Association will return such portion of the amount paid for space as may be determined to be equitable by the Association after deduction of such amounts as may be necessary to cover expenses related to termination, including a reserve for claims in connection with the Fair. If for any reason the Association determines the dates of the Fair should be changed no refunds will be made, but the Association shall assign to the Exhibitor, in lieu of the original space, such other space as the Association deems appropriate, and the Exhibitor agrees to use such space under the same Rules and Regulations. The Fair and the Association shall not be financially liable or otherwise obligated in the event the Fair is canceled, postponed, or relocated, except as provided herein. The Association reserves the right to cancel the contract without further obligation at any time prior to the Fair

opening by rescinding all future obligations under the contract. the Association may cancel the contract for cause if (a) Exhibitor has failed to pay the total space rental (60) days prior to the Fair opening; (b) Exhibitor fails to perform any material term or condition of the contract, or (c) Exhibitor refuses to abide by all rules and regulations established by the Association for the Fair.

**RESTRICTIONS** Alcohol, smoking, and drugs in any form are not allowed anywhere on the property. Failure to comply will result in intervention by law enforcement officials and forfeiture of all fees and deposits.

**INSURANCE** All Exhibitors are required to carry comprehensive general liability insurance with minimum combined limits of liability of \$1,000,000 for bodily injury and/or property damage in any one occurrence. **Such insurance is required to name the Williamson County Fair Association, Inc. (P.O. Box 329, Franklin, TN 37065) and Williamson County, Tennessee as additional insureds.** An insurance company authorized to transact business in the State of Tennessee needs to issue such policy. Each Exhibitor shall furnish the Association with a Certificate of Insurance reflecting such coverage. This certificate must be delivered and accepted by the Association before Exhibitor/ shall begin to operate in this space. Such certificate shall also provide that coverage will not be cancelled or materially altered prior to August 10, 2019. **As a convenience to Exhibitors who do not carry commercial insurance, The Association offers the ability to purchase Liability Insurance through the Fair's master insurance policy, based on approval by our insurance company. The policy will cover the Exhibitor for the duration of the Fair only, for a one-time charge of \$200. If you are interested in taking advantage of this offer, please notify the Vendor Manager at least 72 hours prior to opening day of the Fair. In addition, the Association will need your proof of insurance document at least 72 hours in advance of the start of the first night of the Fair.**

**TRANSFER OR SUBLEASING SPACE PROVIDED** Exhibitor shall neither assign nor sublet all or any part of the space rented without the express written consent of the Association which may withhold such consent.

**ILLEGAL MERCHANDISE** Merchandise or services prohibited by law are not allowed in the Fair. This includes unlawful reproduction of brand name merchandise.

**USE OF IMAGES** Exhibitor grants permission to the Association to use my name, likeness, voice and words, and the name, likeness, voice and words of the Exhibitor, Exhibitor's booth, feature stage presentations, and personnel (collectively, as used in this Section referred to as "**Exhibitor**") in television, radio, films, newspapers, magazines and other media, and in any form not heretofore described for the lawful purposes and activities of the Association, including but not limited to advertising and appealing for funds to support the Fair. Exhibitor understands that Exhibitor will not receive any compensation for the use of Exhibitor's name or likeness. Exhibitor agrees to release, indemnify, and hold harmless the Association, its officers, directors, agents, volunteers, or employees, and any sponsors from any liability for any injury or damage Exhibitor may sustain as a result of the Association, using Exhibitor's name, likeness as set forth above.

**LIABILITY & INDEMNIFICATION** It is expressly understood and agreed by the Exhibitor that Exhibitor will make no claim of any kind against the Association or Williamson County, Tennessee for any loss, damage, theft, or destruction of goods or exhibit; nor for any injury that may occur to Exhibitor or Exhibitor's employees while on the Fair Property; nor for any damage of any nature, or character whatsoever, and without limiting the foregoing, including any damage to Exhibitor's business by reason of the failure to provide space for an exhibit or removal of the exhibit; or for any action of the Association in relation to the vendor, exhibit or exhibitor. The exhibitor shall be solely responsible to its own agents and employees, and to all third persons, including invitees, and the public, for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance, or control of said leased space or exhibit, for negligence or otherwise relating thereto. Exhibitor does hereby agree to indemnify and hold harmless the Association, its directors, officers, employees and agents against any and all such claims as may be asserted against it, including but not limited to damages, costs, penalties and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Exhibitor, its officers, servants, volunteers, employees and/or agents, including its sub or independent contractors, or from any failure of Exhibitor, its officers, servants, volunteers, employees and/or agents, including its sub or independent contractors, to observe applicable laws.

**GOVERNING LAW** The laws of the State of Tennessee shall control the validity, construction and effect of these Rules & Regulations and also any extensions and/or modifications of it. Any action, suit, or other proceeding concerning these Rules & Regulations must be brought and maintained only in a state court of competent jurisdiction sitting in Williamson County, Tennessee, or in a federal court having jurisdiction over Williamson County, Tennessee.

**SEVERABILITY** Should any court of competent jurisdiction declare any provisions of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of the Agreement.

**ATTORNEY FEES** Exhibitor agrees that, in the event either party deems it necessary to take legal action to enforce any provisions of this Agreement, and in the event the Fair prevails, Exhibitor shall pay all expenses of such action including attorney fees and court costs at all stages of litigation.

**AGREEMENT ACCEPTANCE AND UNWRITTEN RULES** Upon acceptance of the Application/Contract by the Association, it shall be a legal binding contract, provided that each party may cancel within the conditions of the contract. The Association reserves the right to make and publish the Fair rules and regulations for the conduct of the Exhibitor, and the Fair generally. Further, the Association reserves the right to make changes, amendments and additions to these rules and such further rules and regulations as is considers necessary for the good of the Fair. Any matters not specifically covered herein, or in the Fair prospectus, are subject to decision by the Association, and its decision on any matters, which may arise hereunder, shall be final.

**TAXES** Exhibitor acknowledges that it is responsible for payment of any and all state and Federal income taxes, sales taxes, or other taxes, and covenants and agrees that it will indemnify and save harmless Association from any and all liability for any state or Federal Income Tax withholdings, unemployment benefits and any employer's tax liability of any kind, or sales tax, now or hereinafter imposed upon Association arising out of Exhibitors work during the Fair.

## PET POLICY

No pets of any kind are allowed on the premises of the Fair Property during the Fair, except the following:

1. As a part of an approved entertainment program while remaining only in the designated areas, meeting applicable health and legal requirements, including the proper insurance as required by the Association. for all Exhibitors, and remaining under the control of the Exhibitor at all times. Upon the conclusion of any animals' portion of an entertainment program, such animals shall be returned to their caged area on the Fair Property, if it is a permanent part of the entertainment program, or such animals shall be removed from the Fair Property by its owner if they are only a participant/competitor in the entertainment program.
2. As service animals or service animals in training, properly restrained and identified.
3. Vendors are discouraged but allowed to have animals as part of their exhibits where the animal is approved by the Association. and is a necessary and vital part of the display, if the following conditions are met:
  - ❖ Animal should always be under control and restricted to the booth area that has been purchased by the vendor.
  - ❖ All necessary health and legal requirements must be met. Animal must be provided with a cool shaded area and fresh water and never left in a parked automobile.
  - ❖ Vendors must bring the animal in and take it out before or after regular high traffic times, using the most direct route between the booth and the exit. The animal must be muzzled on a lead or in a crate during transport.
  - ❖ No one may parade or walk the animal throughout the exhibits, booths or other Fair Property areas during operating hours.
4. The Association reserves the right to have an animal removed from the premises in the event that the above conditions are not met or the animal is perceived to pose a threat or unreasonable inconvenience to Fair patrons.

## DISCRIMINATION AND HARRASSMENT POLICY

**I. PURPOSE** It is the policy of the Association to provide a work and entertainment environment free of discrimination and harassment based upon race, color, religion, sex, national origin, age, disability, veteran status or any other basis protected by applicable federal, state or local law.

**II. SCOPE** This policy applies to any and all employees, Exhibitors, volunteers, and patrons of the Fair.

**III DEFINITIONS** The Association prohibits, forbids and does not tolerate any exhibitor, employee, patron, vendor or volunteer (regardless of gender, race, national origin, religion, age or disability), harassing any exhibitor, employee, patron, vendor or volunteer or creating a hostile or intolerable working and/or family entertainment environment by exhibiting, committing or encouraging:

1. Ethnic or racial slurs and other verbal or physical conduct relating to a person's race, color, religion, national origin or disability, when such harassment unreasonably interferes with a person's work performance or creates an intimidating work environment or unfriendly family entertainment environment.
2. Material such as pornographic or sexually or racially explicit posters, calendars, graffiti or objects.
3. Unwanted, unwelcome and unwarranted sexual advances or propositions, including but not limited to, requests, comments or innuendos regarding sex, race, or any prohibited criteria, including jokes, gestures, statements or stalking related to sex or any prohibited criteria.
4. Intentional or malicious physical conduct that is sexual in nature, including, but not limited to, touching, pinching, patting, bruising and /or pulling against another's body or clothes.
5. Physical assaults on any employees, Exhibitors, volunteers, or patrons including, but not limited to, rape, sexual battery, molestation or any attempt to commit such act or assaults.
6. Conduct such as the examples listed above, or any other conduct based upon gender, color, race, religion, national origin, age, disability or veteran status will constitute harassment when.
7. Submission to the conduct is either an explicit or implicit term or condition of employment.
8. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the person rejecting or submitting to the conduct.
9. The conduct, whether or not directed at the affected individual, has the purpose or effect of unreasonably interfering with an affected person's work performance, or creating an intimidating, hostile or offensive work or family entertainment environment.

**IV. RESPONSIBILITY** Each Committee Chairperson shall be responsible for giving this policy and statement wide distribution to their respective committee members. A copy of the policy will be provided to any and all employees, Exhibitors, volunteers and all exhibitor, employee, vendor or volunteer shall be required to familiarize him/herself with the policy. All Exhibitors, employees, or volunteers will be informed that discrimination and harassment are forms of misconduct and that discipline will be enforced against individuals engaged in discrimination or harassment and against supervisory and managerial personnel who knowingly allow such behavior to continue. The Association thereof shall document receipt of this policy and understanding in a file for each employee, volunteer and vendor for future reference.

**V. PROCEDURE FOR REPORTING DISCRIMINATION OR HARASSMENT** The Association in no way condones or supports any form of discrimination or harassment and considers it to be a very serious offense which could result in severe disciplinary action against the offender. The Association complaint procedure strives for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies for any victim of harassment. A claim of harassment may exist even if the employee, volunteer or vendor has not lost a job or some economic benefit. In keeping with this, the following procedure is instituted by the Association to provide victims of discrimination or harassment adequate internal recourse to halt such behavior.

1. Any exhibitor, employee, vendor or volunteer who believes that he or she has been subject to discrimination or harassment, or if he or she is aware of the harassment of others, he or she should immediately provide a verbal or written complaint to a member of the Legal Affairs/Risk Management Committee, as soon as possible. The complaint should be as detailed as possible; including the names of Individuals involved the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etc.)
2. A committee member shall immediately investigate the complaint. Such an investigation shall be performed in as confidential a manner as possible while assuring a thorough investigation. Only those individuals essential to the investigation of the complaint as provided in this policy shall be involved in the investigation. A finding that any exhibitor, employee, vendor, or volunteer has harassed another exhibitor, employee, vendor, or volunteer shall be grounds for disciplinary action, up to and including termination of employment, any contracts between the association and vendor, or removal from any competition, depending upon the seriousness of the offense. A finding that any supervisor has engaged in discriminatory conduct shall be grounds for disciplinary action, up to and including termination, depending upon the seriousness of the offense.
3. Any patron who subjects an exhibitor, employee, vendor or volunteer or another patron to harassment while attending the Fair shall be informed of this policy by a member of the Incident Committee. Other action may be taken as appropriate to assure the exhibitor, vendor, or volunteer or patron will not be subjected to continuing harassment.
4. No exhibitor, employee, vendor or volunteer shall be subjected to retaliation of any kind as a result of reporting perceived discrimination or harassment. Appropriate action shall be taken to ensure that retaliation does not occur.
5. This policy shall be reviewed by legal counsel at least every two years, and shall be revised as necessary to ensure compliance with applicable law. Legal counsel shall certify in writing each two-year review that the policy continues to comply with applicable law.

## FIREARMS POLICY

Weapons are strictly prohibited on the Fair Property, pursuant to T.C.A. § 39-17-1359. Notices of this prohibition shall be posted in prominent locations, including at all entrances primarily used by persons entering the property. The notices shall display the following message:

NO FIREARMS ALLOWED, as authorized by [T.C.A. § 39-17-1359](#)

The notices shall be of a size plainly visible to the average person and shall be in English. Duplicate notices in other languages may be added at the discretion of the Association.

### CONTACT INFORMATION:

**Cheryl Burnside, Sponsor/Vendor Coordinator**

Williamson County Fair/Vendors

P.O. Box 329

Franklin, TN 37065

Phone: (615) 584-7411

[sponsors\\_vendors@williamsoncountyfair.org](mailto:sponsors_vendors@williamsoncountyfair.org)

[www.williamsoncountyfair.org](http://www.williamsoncountyfair.org)