SOUTH TEXAS STATE FAIR
EXHIBIT AND RENTAL SPACE GUIDE

EXHIBIT AND CONCESSION SPACE RULES & REGULATIONS

NOTICE

All exhibitors/concessionaires are cautioned to read carefully the following rules and regulations, as it will be strictly enforced, without deviation of any kind. The following guidelines are not all-inclusive, are applicable to all Exhibitors/Concessionaires and will be enforced. Failure of Exhibitor/Concessionaire to comply with these guidelines shall cause Exhibitor/Concessionaire to forfeit all the rights to said space and rental thereon.

FAIR DATES

The South Texas State Fair, YMBL operated, will be held at Ford Park, Beaumont, Texas, **March 26 – April 5, 2020** inclusive unless postponed or extended by the Board of Directors, all of which they hereby claim and reserve the right to do, from any cause whatsoever they may deem necessary for the general good of all concerned.

SPACE FOR EXHIBITION

Applications for space in the Exhibit Hall or on the grounds may be made to the Young Men's Business League, South Texas State Fair, 7250 Wespark Drive, Beaumont, Texas 77705.

APPLICATION PROCESS

Space may be requested by filling out the Indoor or Outdoor "Booth Space Application". Applications **must** include a description, photos and/or literature about the products or services to be displayed and/or sold.

NO PAYMENT IS REQUIRED UNTIL YOUR APPLICATION IS APPROVED AND A CONTRACT IS ISSUED

If your **Indoor** application is approved, a **contract** is issued and there is a required Non-Refundable Advance Payment of **$250.00** for the first location (**10** feet required minimum), **$500.00** for **20** feet and **$750.00** for **30** feet (Maximum Non-Refundable Advance Payment); per contract.

Example: Space Rental 10' @ $55.00 per foot =	$550.00
Non-Refundable Advance Payment	-$250.00
Balance due before **12/15/2019**	$300.00

OR

Example: Space Rental 20' @ $55.00 per foot =	$1,100.00
Non-Refundable Advance Payment	-$ 500.00
Balance due before **12/15/2019**	$ 600.00

OR

Example: Space Rental 30' @ $55.00 per foot =	$1,650.00
Non-Refundable Advance Payment	-$ 750.00
Balance due before **12/15/2019**	$ 900.00

The YMBL Office must receive the non-Refundable Advance Payment and the contract within 30 days of issue. Balance of the contract is due **on or before December 15, 2019.**

Payment for new contracts approved after December 15, 2019 must be made with cash, cashier's checks or money orders. NO BUSINESS or PERSONAL CHECKS or CREDIT CARD PAYMENTS will be accepted after December 15, 2019.

BOOTH SPACE AREA

INDOOR

1. Booth spaces are 10' deep and 10' wide and are sold by front foot in multiples of ten feet (10-foot minimum required) @ **$55.00** per frontage foot (10'=$550.00). Corner spaces are an additional $50.00.
2. Booth spaces will have 8' tall background drapes and 3' tall side dividers. You will be provided with one 110-V 20-amp circuit electricity.
3. **Any additional electrical requirements will be at the Exhibitor/Concessionaires expense and in good working order.**
4. **We do not provide extension cords, garden hoses or tools of any kind. Extension cords must be rated a minimum of 12/3.**
5. All other decorations, furnishings, services are the responsibility of the Exhibitor/Concessionaire. Carpeting, padding or any floor covering is STRICTLY PROHIBITED.
6. Ordering information for decorating and additional electrical will be in the exhibitor/concessionaire packet you will receive at time of check-in.
7. Please note that all tables must be skirted to the floor.
8. If backs of tables show to public they must be covered also.
9. All storage boxes must be out of sight.
10. All booths must be staffed and open to the public as stated on each contract.
11. No part of the booth may extend out in the aisle any further than the contracted depth.
12. All items for sale must be visibly priced.
13. All personnel must work from the confines of the booth. At no time will they be allowed to work in the aisle space.
14. Exhibitors/Concessionaires booths must be ready for inspection and operation by **2:00 p.m.** on the opening day of the Fair or be subject to forfeiture of space at the Fair management's election.
15. **Cost of liability coverage for the duration of the Fair is included in the booth space rental price but coverage is not automatic and is subject to underwriting approval by Fair's insurance carrier. In the event the Fair's insurance carrier does not give approval for coverage,** all Exhibitors and Concessionaires are required to provide proof of $1,000,000.00 General Liability Insurance Coverage ***(naming the Young Men's Business League/South Texas State Fair and Jefferson County, Texas as additionally insured, valid and in force for the duration of the Fair).***

The following guidelines are specific to the Exhibit Hall:

1. Each booth space is subject to and must pass an inspection from the Beaumont Fire Department.
2. The Exhibit Hall is a smoke-free facility.
3. Compressed gas bottles (helium, C02, etc. must be chained to a cart or to a solid object that will prevent it from tipping over. (Fire Code)
4. Internal combustion engines may not start and/or run while the Fair is open to the public. (Fire Code) Vehicles on display must have less than ¼ tank of gas and have access to the fuel tank limited by locking gas cap or gas cap taped shut. Batteries must be disconnected from vehicles on display. (Fire Code)
5. Due to venting issues and grease dispersion, no cooking of food for sale is allowed in the Exhibit Hall. Concessionaires will be limited as to what food items can be warmed and sold in the Exhibit

Hall. Microwaves and rotisserie type devices can be used to heat food items. The Exhibits and Concessions Chairman will approve food items for sale in the Exhibit Hall.

6. All activities that require a physical attachment to the facility, including taping, gluing, nailing or screwing or other means of attachment, is strictly prohibited.
7. It is the responsibility of the Exhibitor/Concessionaire to clean up and restore the space. This includes removing boxes, trash, etc.

SOUTH TEXAS STATE FAIR
EXCLUSIVE CONTRACTS FOR 2019 - 2022

CANDY APPLES:	As stated – **Available**
COTTON CANDY:	As stated – **Available**
CORN DOGS:	Any meat product on a stick, a meal batter, fried, baked, boiled or any other method of cooking.
CORN ON THE COB:	As stated – **Available**
FUNNEL CAKES:	As stated - fried cake batter.
SAUSAGE ON A STICK:	As stated – **Available**
SMOKED TURKEY LEGS:	As stated – **Available**

These exclusive items are already under contract and will only be sold by the Vendors with the approved contracts.

Also, Beaumont Coca-Cola will be the **Exclusive Drink Supplier of the 2020 South Texas State Fair**. **Only Beaumont Coca-Cola products are allowed to be sold and distributed** on the Fairgrounds during the South Texas State Fair.

ADDITIONAL RULES AND REGULATIONS
GOVERNING COMMERCIAL EXHIBITS AND CONCESSIONS OF
THE SOUTH TEXAS STATE FAIR

RULES, REGULATIONS, TERMS OF AGREEMENT GOVERNING EVERY EXHIBIT OR CONCESSION AT THE SOUTH TEXAS STATE FAIR SHALL BE IN STRICT ACCORDANCE WITH THOSE EXPRESSLY STATED IN THE CONTRACT AGREEMENT BETWEEN THE YMBL AND SUCH EXHIBITORS OR CONCESSIONAIRES.

1. The South Texas State Fair reserves to its officers and Board of Directors the final and absolute right to interpret these rules and regulations and arbitrarily settle and determine all matters, questions, and differences in regard thereto, or otherwise arising out of, connected with, or incident to, the Fair.

2. The Board of Directors reserves the right to amend or add to these rules as it, in its judgment, may deem advisable.

3. Any individual, company or corporation that violates any of the general rules or special rules as published in this guide will forfeit all privileges.

4. Every trailer/booth must be in place and properly installed and remain intact under the rules and regulations for each. The failure on the part of any exhibitor/concessionaire to comply with this rule will bar said exhibitor from the Fair.

5. All property of every kind for sell, display, or for any other purpose, being anywhere on the Fair Grounds, shall be subject to the control of the Directors, but in no case shall the South Texas State Fair, its Directors or officers, or any of them, be held responsible for any loss, damage, or injury of any character to any such property while same is on the fairgrounds, or at any other time or place. If property owners interested in property desire protection against loss, damage, or injury from fire, or from any other cause, they must make their own arrangements.

6. No claim for injury to any person or property shall ever be asserted, nor suit instituted or maintained against the South Texas State Fair or its officers or agents, by or on behalf of any persons, firms, or corporations, or other agents, representatives, servants or employees, having license or privilege to exhibit on the fairgrounds or to occupy any space thereon.
7. If any damage, loss, or injury, to person or property shall be caused by reason of any neglect or willful acts of any person, firm or corporation their agents, representatives, servants or employees having licenses or privileges to exhibit on said fair grounds, or occupying any space thereon, the South Texas State Fair shall in no manner be responsible therefore, and in case it is subjected to any expense or liability, all persons causing same or liable therefore, shall indemnify the said South Texas State Fair against all legal or other proceedings.

8. The Board of Directors, or its duly authorized agents or agent reserve the right or option at its election, to remove or have removed from the fairgrounds any exhibit, stand, show or property of any nature whatsoever without assigning a reason therefore and to cancel any contract pertaining to such exhibit, stand, show, or property and upon exercising said right or option, the South Texas State Fair may return money already paid for such exhibit, stand, show space or right to have such personal property on the fair grounds and cancel any claim it may have for additional payments for such space and right which action shall exonerate the South Texas State Fair from any claim or claims whatsoever for such removal and cancellation.

9. All owners of property or others having same in charge shall care for, guard, protect and preserve the same as the South Texas State Fair does not assume any liability therefore, and it shall not be held responsible for any loss or damage to said property.

10. If amplifiers are desired by any party for use during the Fair, specific permission must be secured from the Board of Directors, or such committee, person, or persons as the said Board of Directors may designate, except as herein otherwise specified, for their use, which permission may be granted or refused as the said Board of Directors or such committee, person, or persons, within discretion may determine. Furthermore, the making of any noise or sound, including music, or the operation of any device making or causing to be made any noise or sound, including music, which in the opinion of the said Board of Directors or committee, person, or persons, is objectionable, shall be subject to regulation by the said Board of Directors, committee, person, or persons and such noise or sound, including music, may, within the discretion of the said Board of Directors, committee, person, or persons, be prohibited.

11. No alcoholic beverages are to be brought into the Exhibit Hall, outside booths or any other area of Ford Park. No alcoholic beverages are allowed in the Exhibitor/Concessionaire booths or consumed by Exhibitor/Concessionaire at Ford Park.

12. No knives, guns or lasers of any type shall be displayed or sold at the Fair. No items may bear profanity, vulgarities, obscenities, emblems or pictures of drugs or drug paraphernalia, nudity emblems or pictures of firearm replicas including jewelry and cigarette lighters. The final decision on appropriateness of an item will be determined solely by Fair Management.

13. All Concessionaires must comply with the guidelines of the Beaumont City Public Health Department, Environmental Health Division.

14. All Exhibitors/Concessionaires must purchase soft drinks including bottled water from the official drink supplier for the Fair. Soft drinks and bottled water cannot be brought on to the grounds at Ford Park for resale. If water or soft drinks are given away, they must be purchased from the official drink supplier for the Fair.

15. Every person inside the Exhibitor/Concessionaire booth must wear an official Fair ID badge issued by Fair Management at all times.

16. No animals are allowed on premises other than Service Dogs.

17. Exhibitors/Concessionaires must confine all of their activities to within the limits of the space allotted to them. Salespeople and demonstrations are prohibited from operating in the aisles, streets and sidewalks, and from extending their activities into the aisles in such a way as to be a nuisance or interference to the public or other Exhibitors/Concessionaires.

18. For Concessionaires with food items, there will be no washing of utensils, pots, grills, etc. on the grounds or dispose of this water on the grounds. No exceptions. This must be done inside the booth in the sink system as required by the Beaumont Health Department.

19. Supplies of any kind delivered to Exhibitors/Concessionaires by vehicle must be delivered at least **one (1) hour prior** to the opening of the Fair Gates and Midway. Under no circumstances shall Exhibitor/Concessionaire, its agents, employees or delivery vehicles be allowed to drive to Exhibitor/Concessionaire spaces after the opening of the Fair Gates and Midway.

20. Exhibitor/Concessionaire shall be responsible for the personal appearance of all personnel employed by the Exhibitor/Concessionaire in the operation of the Exhibit/Concession and shall make certain that such personnel are clean, neatly dressed, orderly and polite in their conduct and speech at all times. Intoxication by or the use or possession of dangerous or narcotic drugs by Exhibitor/Concessionaire or its employees during operating hours shall be sufficient cause for immediate and summary cancellation of this agreement.

21. Grease must be disposed of in drums/barrels found in strategic locations designated for waste grease only. **No other waste products are to be dumped in these drums/barrels.** See map inside your registration packet.

22. Booth(s) must be manned at all times as stated in each contract.

23. **It is expressly understood the Exhibitor/Concessionaire shall be ready for operation by 2:00 p.m. on the opening day of the Fair and remain in operation until the posted time for closing daily through the end of the closing day of the Fair.**

24. The Exhibitor/Concessionaire is responsible for cleaning up his space at the conclusion of the Fair. All material and property of Exhibitor/Concessionaire shall be removed at the expense of the Exhibitor/Concessionaire by **6:00 P.M. of the day following the last day of the Fair.** This includes mats, trash, carpet, boxes, pallets, etc.
All water and electrical connections will be disconnected by noon of the day following the last day of the fair.

25. No motorized vehicles or equipment, unless excepted under Guideline 27 below, shall be allowed within the fairgrounds during Fair hours except for the period up to one (1) hour prior to the posted daily opening of the Fair and no sooner than one (1) hour following the posted daily closing of the Fair.

26. All vehicles, unless accepted under Guideline 27 below, shall be parked in an approved parking lot during Fair hours. There should be no vehicles within the confines of the fairground during Fair hours.

27. Electric or gasoline powered golf carts will be allowed on the fairgrounds with the following conditions:
    a) Golf carts shall be parked during Fair hours.
    b) Golf carts may be parked behind outside booths during Fair hours.
    c) Golf carts are subject to the same movement restrictions listed under Guideline 25 above.
    d) Any violation of this guideline will result in immediate loss of any privileges related to the use of golf carts within the fairgrounds.

28. No restock trailers or reefers will be allowed behind outside booth spaces (There will be designated spaces for restock trailers or reefers. Fees for a limited number of electrical hook-ups are available.)

29. Any vendor who wishes to place a tent beyond the 10' depth of the defined outside booth space requires prior approval of the Exhibits and Concessions Chairman. All tents must meet the YMBL guidelines. No exceptions. (See page 3 Item 2 for clarification).

30. The YMBL reserves the right to make any changes it deems necessary to these guidelines in order to ensure the smooth, safe operation of the Fair.

31. Concessionaire is responsible for collection / reporting of sales tax and is required to file by list showing the City of Beaumont location for all sales at the event. A Texas Sales tax number is required at time of application. Comptroller / 800-252-5555.

CONFLICT OF RULES

In the event of conflict of general and special rules in the various divisions, the latter will govern.

NON-COMMERCIAL HANDBILLS, PICKETING AND DEMONSTRATIONS

1. The purpose of this rule is:
   a. To ensure the necessary order in the Fairgrounds, preserve the flow of pedestrian and vehicle traffic and protect the safety and well-being of all Fair visitors:
   b. To ensure that the constitutional rights of individual visitors to the Fair are preserved by reasonable, uniform and non-discriminatory regulations given to the limited facilities and periodic extreme congestion of the Fair.

2. No person(s) or organizations shall solicit funds, distribute handbills, picket or participate in a demonstration or protest gathering in the Fairgrounds except in the area authorized for such purposes.

3. No person(s) or organizations shall engage in such activity without prior and advance notification to the Chairman of the Fair. The Chairman, or those delegated by him to assist him, shall inform the person(s) or organizations seeking to engage in the above activity of the authorized areas in which this activity is permitted. The requesting person(s) or organizations, hereinafter-called applicant shall register by name and provide full identification. The Chairman, or his delegated assistant, shall allocate the predetermined authorized areas among the applicants for use on a daily, first come, and first serve, non-discriminatory and uniform basis. The applicant shall then be permitted to occupy the assigned area for the duration of that day and must remain within the confines of the assigned area.

4. Applicant shall observe all rules of the Fair.

5. **The applicant shall not erect any structure or place any item of furniture or use other material on the assigned space other than signs. Uses of bullhorns or public-address systems are not permitted.**

6. The Chairman of the Fair reserves the right to set reasonable limitations on the number of persons who may engage in such activities at any specific time.

7. Violation of any state law or rule of the Fair by the applicant or his agents shall be cause for the termination of the privilege to occupy that area and expulsion from the Fairgrounds.

8. A copy of this rule shall be provided to each applicant of space by the Chairman or his designee.

9. This rule applies only to non-commercial activities. The Fair makes available space for the commercial endeavors on a lease/rental basis.

EMERGENCIES

In the event any situation arises which in the sole discretion of the Fair, requires immediate suspension of Fair activities or a part of same including the activities of Fair patrons, concessionaires, exhibitors, carnival operator or any individuals, firms or corporations with or without contracts to be present on the Fairgrounds, it is agreed that they will cease their operations or activities immediately upon notice until directed to reopen or resume activities by the Fair. All parties agree that no liability shall be asserted against the Fair on account of such closing or ceasing of activities even for lost profits, rent paid or expenses of any kind.

RAFFLES

Only the Young Men's Business League/South Texas State Fair will be permitted to conduct and hold raffles during the Fair. All persons, organizations, groups, clubs, companies and/or corporations, whether an exhibitor, concessionaire, contractor, visitor or patron, are hereby strictly prohibited from holding any form of raffle for any type prize while in the confines or immediate surroundings of Ford Park, Beaumont, Texas, during the dates each year of the Fair. (Raffle, in this instance, is defined as any lottery or offering in which a number of persons pay for tickets, shares, chances or any other form of evidence of having paid for the opportunity to participate, in an attempt to win a prize by random drawing).

A raffle is not to be confused with a "drawing" by which those exhibitors and concessionaires who have contracted for space with the Fair may offer prizes to patrons and prospective customers by using a procedure of "registration" at NO COST to the persons registering. If a drawing is involved with your display, the actual prize must be shown and drawn for on the final day of the Fair with a South Texas State Fair official present. The winner's name must be left at the Exhibits and Concessions Office once the drawing takes place. A sign must be posted next to the drawing box that informs all patrons that completion of the entry form establishes a relationship that removes the patron from the "do not call" list.

Exhibitors and concessionaires staging "drawings" in their booth space must notify the Fair of their intent to use this procedure before opening day of the Fair.

INDOOR **Booth Space Application for the SOUTH TEXAS STATE FAIR**
March 26 – April 5, 2020

7250 Wespark Dr. – Beaumont, Texas 77705
Phone – (409) 832-9991; Fax – (409) 838-0402
www.ymbl.org/fair

Name of Firm (Please Print):_____

Name of Owner(s) to appear on contract:_____

Person managing concession:_____

Permanent Mailing Address:_____

City: _____ State: _____ Zip Code:_____

Business Phone: _____ Home Phone:_____

Cell Phone: _____ Have you been a vendor here before? _____

E-Mail: _____ Website: _____

State of Texas Comptroller Sales and Use Tax Permit Number: _____

*ATTACH A COMPLETE LIST OF **ALL ITEMS** YOU WISH TO DISPLAY AND/OR SELL AND **UNDERLINE** YOUR **TOP THREE** PRODUCTS. ONLY THOSE ITEMS LISTED WILL BE **CONSIDERED** FOR INCLUSION IN YOUR CONTRACT. ONLY ITEMS **LISTED** IN YOUR CONTRACT ARE ALLOWED TO BE SOLD. NO OTHER PRODUCTS MAY BE ADDED AFTER A CONTRACT HAS BEEN ISSUED. (**NOTE: No knives, guns or lasers of any type are allowed to be displayed or sold. No items may bear profanity, vulgarities, obscenities, emblems or pictures of drugs or drug paraphernalia, nudity emblems or pictures or firearm replicas including cigarette lighters. The sale of counterfeit designer items is prohibited).**

Front Footage Required: _____. Booth Spaces rented are 10-ft. wide X 10-ft. deep and are rented by front footage in multiples of 10-ft. Spaces are rented @ **$55.00** per front foot (10' = $550.00). Corner Spaces are an additional $50.00.

Would you like a corner booth? (Subject to availability) _____Yes _____No

Booths will have 8' tall background drapes and 3' tall side dividers. **If you have a pop-up tent or display, they may not fit in corner spaces with columns. **Electrical Requirements:** Amps: _____ Volts: _____ You will be provided with one 110-V 20-amp circuit electricity. **Any additional electrical requirements will be at the cost of the exhibitor. We do not provide extension cords, garden hoses or tools of any kind. Extension cords must be rated a minimum of 12/3 and be in good working order.**

Important Notice

Include with this application, a **recent** 4" X 6" color photograph of booth. (**Must** be included with this application to be considered).

I certify that I have read and understand the information in the **Exhibit and Rental Space Guide** and the information in this application form is complete and true, to the best of my knowledge. **I understand and agree that this application does NOT guarantee space and is only an application for concession space and is not a space rental contract.**

Signature of Authorized Representative Required: _____Date: _____

Return by mail to:
South Texas State Fair
Exhibits & Concessions Division
7250 Wespark Drive
Beaumont, Texas 77705
EMAIL – info@ymbl.org

OFFICE USE ONLY

Committee Chairman Approval _____ **Date** _____

Booth Fee _____ **Health Permit Fee(s)**_____

Space Locations Assigned _____