

MATAGORDA COUNTY FAIR and LIVESTOCK ASSOCIATION

P.O. Box 1803

Bay City, TX 77404-1803

(979) 245-2454 FAX (979) 245-4250

FOR OFFICE USE ONLY	
Assigned Space #	_____
Total Cost \$	_____
Deposit \$	_____
Date:	_____ mo / cc
Final Payment \$	_____
Date:	_____ mo / cc

2023 Outside Vendor Application
Food Concession, Commercial Exhibit or Display
Fair Dates: Wednesday, March 1 thru Saturday, March 4, 2023

*******PICTURE OF BOOTH AND MENU OR LIST OF ALL ITEMS TO BE SOLD MUST BE ATTACHED TO APPLICATION *******

Name of Concession/Vendor: _____

Contact Name & Cell # _____

Firm Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Outside vendor spaces are 25'X25'. If your set-up requires more than the ALLOTTED 25'x25' space, please let us know so we can figure additional rental fees and set -up requirements.

REFRIGIRATOR TRUCKS ARE REQUIRED TO PURCHASE AN ADDITIONAL SPACE IF LEFT ON THE GROUNDS DURING FAIR TIME. THE COST WILL BE \$350.00. YOUR TRUCK MAY NOT BE LOCATED DIRECTLY BEHIND YOUR SPACE BUT WILL BE IN WALKING DISTANCE. IF YOU DO NOT PAY FOR THIS SPOT, YOU WILL BE ASKED TO REMOVE YOUR TRUCK TO THE OUTSIDE PARKING LOT.

**Total Size of your trailer/concession (including tongue length and working perimeter) _____
(PLEASE SEND DIAGRAM OF YOUR SET-UP)**

a) Vendor Space with electricity only - \$400.00 _____

**b) Food Vendor Space with electricity & water \$600.00 _____ * 110V circuit (1-30 Amp) included.
Additional electrical usage will be charged as follows: \$40.00 for each Additional 110V circuit (30 amp) and
\$65.00 for each Additional 220V (1-40 amp)**

Total Number of Electrical Circuits Required: 110V _____ 220V _____

Cost of Booth: \$ _____ Plus Additional Electrical Usage: \$ _____ = TOTAL: \$ _____

Remit full rental fee or a minimum deposit of 50% in the form of a money order or cashier's check (non-refundable) with signed contract to: **Matagorda County Fair Association, P.O. Box 1803 Bay City, TX. 77404-1803**
(Make money orders / cashier's checks payable to Matagorda County Fair Association) **Full payment due February 27, 2023.**

*******Please make sure to read all the Rules and Regulations as some changes have been made. You are responsible for adhering to all and will held liable if any infractions occur*******

SEE ATTACHED RULES AND REGULATIONS!

- a) Access to fairgrounds will be open on MONDAY, February 27, 2023. **All Vendors should be set up by 4:00 PM on Tuesday, February 28, 2023**
- b) **NO VENDORS WILL BE ALLOWED TO PULL OUT OF THE GROUNDS BEFORE MIDNIGHT ON SATURDAY, March 4, 2023. IF YOU DO SO YOU WILL NOT BE ALLOWED BACK THE FOLLOWING YEAR.**
- c) **NO ONE can stay overnight on the grounds at ANYTIME!!! If you are found to be on the grounds overnight, you will be asked to leave IMMEDIATELY and not allowed back on the grounds until the removal of your belongings on Sunday, AFTER the closing of the fair.**
- c) All food vendors **MUST** contact the **MATAGORDA COUNTY HEALTH & ENVIRONMENTAL DEPARTMENT AT (979) 244-2717** and obtain a **FOOD SALES PERMIT** before opening for business
FOOD VENDOR MUST PRESENT THEIR PERMIT TO THE FAIR OFFICE BY 4:00 P. M., DAY OF SET-UP, TO BE REPRODUCED FOR FAIR RECORDS. IF THIS IS NOT DONE, VENDOR WILL BE REQUIRED TO LEAVE THE FAIRGROUNDS AND **RENTAL MONEY WILL NOT BE REFUNDED.**
- d) All vendors **MUST** report to the Fair Office before setting up.

By signing below, I acknowledge that I, _____ have read and fully understand the Rules and Regulations of the MCFLA Commercial Exhibits and hereby acknowledge that I will abide by said Rules and Regulations set forth in the MCFLA contract.

Signature: _____ Title: _____ Date: _____

Please Print Name: _____ E-mail: _____

MATAGORDA COUNTY FAIR AND LIVESTOCK ASSOCIATION

RULES AND REGULATIONS FOR ALL OUTSIDE COMMERCIAL EXHIBITS

Dates of Event are Wednesday, March 1, thru Saturday, March 4, 2023

- 1. Fairgrounds open at 8:00 am. All work and set-up on commercial exhibits must be completed by 4:00 PM on Tuesday, February 28, 2023. Booths MUST be open Thursday 4:00PM - 11:00PM; Friday 4:00 PM - 11:00PM; and Saturday 10:00AM - 11:00PM But can open as early as 8:00 AM starting Wednesday, March 1, 2023, morning.** The vendor must not impede pedestrian fairgoer traffic. It is the option of the Vendor to open their booth/space additional hours from Tuesday 4:00PM through Sunday 5:00PM at no extra charge.
- 2. NO VENDORS WILL BE ALLOWED TO PULL OUT OF THE GROUNDS BEFORE MIDNIGHT ON SATURDAY, March 4, 2023. IF YOU DO SO YOU WILL NOT BE ALLOWED BACK THE FOLLOWING YEAR.**
- 3. NO ONE can stay overnight on the grounds at ANYTIME!!! If you are found to be on the grounds overnight, you will be asked to leave IMMEDIATELY and not allowed back on the grounds until the removal of your belongings on Sunday, AFTER the closing of the fair.**
4. Fifty percent (50%) of the cost of exhibit booth/space is due when contract is made (money order or cashier's check is accepted only). **The balance is due no later than February 27, 2023.** The terms of this contract cannot be changed, nor can the lessee cancel this contract. **NO REFUNDS WILL BE MADE.**
5. This contract is non-transferable. Booth/space may not be sublet to another party without approval from the fair manager.
6. Two (2) complimentary walk-in gate passes are issued for each rented booth/space for entrance into the fairgrounds. **Additional gate passes may be purchased for \$15.00 each.** Inside parking permits are available for an addition \$50.00 each. All trailers or vehicles left within the fenced in area will need an inside parking permit. All unpermitted trailers or vehicles will be towed. Trailer parking will be designated by the Fair Office.
7. Delivery gates to the fairgrounds will be closed at 4:00PM each day except Tuesday and Sunday. Merchants and others making deliveries to the fairgrounds must have their trucks and other vehicles off the grounds by that time, except by special permission. Exhibitors will enter through such gates and travel only the routes through the fairgrounds as directed by the fair manager. Exhibitor/vendor parking is in the south or east parking lots outside the fenced fairgrounds. There is no charge for parking in these areas. There is no inside parking for vendors.
- 8. Exhibitors will not be allowed to solicit, barter, or entice patrons, nor be allowed to work outside the perimeter of their assigned commercial exhibit booth/ space. No display may be put up outside your booth space.**
9. All modifications to any booth/space will be done at the expense of the lessee, subject to the Fair Association Rules and Regulations. All modifications must be removed at the conclusion of the Fair at the expense of the lessee, and the booth/space must be left in the condition equal to or better than that at the time of occupancy. Exhibitors are expected to keep exhibits as neat as possible. Prior to closing, refuse should be placed in trashcans provided.

10. No public address system may be installed on the fairgrounds without proper approval. Musical instruments may be played at intervals in low tones; however, loud speaking sound displays are discouraged, and MUST NOT interfere with other exhibitors.
11. All exhibitors agree to remove any temporary buildings or structures erected in connection with their exhibit no later than the close of the fair. Failure to do so will result in the building/structure becoming property of the fair association unless otherwise provided for in advance. Exhibitors will be allowed to remove their belongings from 9:00 AM to 4:00PM on Sunday.
12. The fair manager must approve installation of any exhibit using utilities not furnished by the fairgrounds. All fees for such utilities will be paid prior to set up of the exhibit.
13. Nothing shall be sold or given away which will conflict in any way with the Fair Association Rules and Regulations. Prizes offered in drawings must be listed in this contract. The winner's names must be submitted to the fair office by 5:00PM the last day of the fair. A sign must be posted in the booth/space stating the time and place of said drawing. All prizes must be awarded before the close of the fair. All prizes not picked up or given out to winners before closing of the fair MUST be left in the fair office for distribution.
14. The sale of any merchandise and/or distribution of any printed or written material on the premises of the fairgrounds must be done from the exhibit booth/space. Any person(s) guilty of violating this rule will be subject to prosecution for trespassing.
15. The Ticket Office is no longer able to give or receive change. It is the Vendor's responsibility to decide for cash exchanges.
16. Use of electrical heaters must be approved by Fair Office.
17. All vendors will be responsible for containing and properly disposing of all wastewaters including grey water. You may contact a local contractor for vacuum removal. There will not be place on the fairgrounds to dispose of any wastewater. If you improperly dispose of said waste you will be responsible for the total cost of professional clean up, your booth will be shut down immediately and you will be asked to leave the fairgrounds. NO REFUNDS WILL BE GIVEN.
- 18. ABSOLUTLY NO GREASE CAN BE DISPOSED OF BY POURING DOWN THE DRAINS. YOU MUST PUR USED GREASE BACK INTO IT ORIGINAL CONTAINER AND TAKEN WITH YOU WHEN YOU LEAVE. IF YOU ARE CAUGHT POURING GREASE DOWN THE DRAINAGE TRAPS YOU WILL BE SHUT DOWN IMMEDIAITY AND WILL BE RESPONSIBLE FOR CHARGES INCURRED TO CLEAN OUT THE TRAPS. FURTHERMORE, YOU WILL BE BANNED FROM ATTENDING OUR FAIR IN THE FUTURE**
- 19. Your space is to be kept clean of all trash during the fair. It is your responsibility to take your trash to the dumpsters provided each night when you close. MATAGORDA COUNTY FAIR ASSOCIATION will not be responsible for the trash incurred from managing your concession stand.**
20. No burning candles or heated items may be left unattended at any time in your booth/space.
21. The fair office will designate non-Profit booth spaces.
22. Your food facility must be neat, clean and eye appealing.
23. Vendors DO NOT have EXCLUSIVE sale rites on any item.

24. All food vendors **MUST** contact the **MATAGORDA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AT (979)244-2717** and obtain a Food Sales Permit before opening for business at the Matagorda County Fair, Livestock Show and Rodeo.
25. Any merchandise considered vulgar or that advocates drugs, alcohol, etc. **MAY NOT** be distributed or sold by any vendor.
26. Outdoor spaces are not coded nor equipped for living quarters or overnight camping. Local RV campsites and park information is available at the fair office.
27. Possession/use of the following items is unlawful or offensive, and therefore, will not be permitted to be sold or given away by any vendor:
- | | |
|--------------------------|--|
| Any type of laser device | Knives of any kind |
| Knuckles of any kind | Throwing spiked jewelry |
| Nunchukas (nunchuks) | Fart spray (any type) |
| Throwing stars | Silly string |
| Stink bombs | Fireworks of any type |
| Itching powder | Potato guns |
| Snap Pops | Any items displaying drugs or drug paraphernalia |

Any exhibitor in violation of this article will be directed to close his/her exhibit and his/her contract will be terminated immediately. NO REFUNDS!

28. The Matagorda County Fair manager, Committee Chairman and/or Fair President reserves the right to ask for the removal of any exhibit or article from sale or display, which in his/her opinion causes an obstruction, creates a hazard or could be illegal, injurious, or offensive to patrons. This is a family event; therefore, questionable, or objectionable material **WILL NOT** be allowed on the fairgrounds. If in doubt, check with the fair office; cancel this contract, if in its judgment, the business carried on by the exhibitor is objectionable or not as represented at the time of this contract. Exhibitor will be asked to leave the fairgrounds immediately. **NO REFUNDS.** The space, as stipulated in this contract, must be used solely for the business as described. No changes in the business can be made at any time under the terms of this contract unless such arrangements are made in advance and noted on the contract.
29. **A certificate of liability insurance is required from all commercial exhibitors.** The requested certificate of insurance must be presented at the fair office fourteen (14) day's prior to arriving on the fair grounds. **The insurance certificate MUST include Matagorda County Fair & Livestock Association as additionally insured and state the wording "Additionally Insured - Matagorda County Fair & Livestock Association"** This is usually at the bottom left-hand corner of the insurance certificates.
30. In no case will the Matagorda County Fair and Livestock Association, its directors, officers, or staff be held responsible for any loss, damage, or injury of any description to any person, animal, article, or third party while same is on the fairgrounds, or at any other place or time. It is mutually agreed and made part of this contract that the lessee shall in all respects comply with these rules, the General Rules and Regulations of the Matagorda County Fair and Livestock Association and the Laws of the State of Texas.
31. Notwithstanding any other rules and regulations herein, or set forth on the contrary, it is expressly understood and agreed upon that the president of the Matagorda County Fair and Livestock Association may terminate any commercial exhibit contract if in his/her judgment said exhibit is detrimental to the Matagorda County Fair and Livestock Association. It is further expressly understood and agreed that his/her judgment shall be final and conclusive.