

WILLIAMSON COUNTY FAIR – 2010 RULES AND REGULATIONS



STANDARDS

RULES & REGULATIONS Exhibitor and Vendor (collectively defined herein as any person or organization renting space from the Fair Management for the duration of the Williamson County Fair) (herein called the “Exhibitor”) shall be bound by the Rules and Regulations set forth herein, any and all rules promulgated by Williamson County, Tennessee for the use of the Williamson County AgExpo Park, and by such amendments or additional rules and regulations that may be established by Williamson County, Tennessee, or the Williamson County Fair Association, Inc. to be referred to as “Fair Management”. Reference to “Fair Management herein shall be deemed to include the Fair, Fair Sponsors, Endorsers, and duly authorized representatives, agents or employees of the foregoing.

STAFFING Exhibit areas must be staffed throughout Fair hours unless area is an approved static feature. **No booth tear down until Saturday, 8/14, at 10:00 p.m. (indoors only).**

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 Fair Management. Prior to the Fair, Food and Beverage vendors will be informed of any products that will be sold by the Fair Management’s exclusive sponsors. If a Food and Beverage vendor sells a product provided by a Fair Management’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 Fair Management. **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 winners names given to Fair Management. 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.

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 Fair Management in keeping with the desires of the Exhibitor. However, final determination of space assignment is reserved by Fair Management, and assignments may be made or changed anytime in the best interest of the Fair as determined by Fair Management.

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 Fair Management.

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

EXHIBIT APPEARANCE Exhibitors are expected to keep their exhibit spaces in good order during 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. Fair Management 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.

MATERIAL LEFT AT FAIR Exhibitor agrees that Fair Management, 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 Fair Management 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 Fair Management), 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.

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 floor abrasives, or for excessive debris left in the Exhibitor's space.

CANCELLATION POLICY All cancellations must be in writing. A 50% deposit is required in order for space to be confirmed. **The full 100% of the Exhibitor fee is due by July 15, 2010.** 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 any sum paid over the required 50% 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 to date. Exhibit space can be reassigned at Fair Management's discretion. Exceptions are cancellations that occur within 48 hours of space request and confirmation. Space reserved and cancelled within a 48-hour period will receive full refund of monies received.

TERMINATION OF EXHIBIT OR CONTRACT Fair Management 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 Fair Management 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, Fair Management will return such portion of the amount paid for space as may be determined to be equitable by Fair Management 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 Fair Management determines the dates of the Fair should be changed no refunds will be made, but Fair Management shall assign to the Exhibitor, in lieu of the original space, such other space as Fair Management deems appropriate, and the Exhibitor agrees to use such space under the same Rules and Regulations. The Fair and Fair Management shall not be financially liable or otherwise obligated in the event the Fair is canceled, postponed, or relocated, except as provided herein. Fair Management reserves the right to cancel the contract without further obligation at any time prior to Fair opening by rescinding all future obligations under the contract. Fair Management may cancel the contract for cause if (a) Exhibitor has failed to pay the total space rental (60) days prior to 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 Fair Management for the Fair.

RESTRICTIONS Alcohol 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 During the term of this contract, the Exhibitor shall maintain comprehensive general liability insurance, product liability, personal injury, property damage and excess umbrella coverage with limits of not less than One Million and 00/100 dollars (\$1,000,000.00) each. A certificate of insurance, in a form satisfactory to Fair Management, evidencing said coverage and naming the Williamson County Fair Association Inc., and Williamson County, Tennessee as additional insured shall be provided to Fair Management prior to commencement of performance of this contract. Exhibitors must show proof of liability insurance before setting up their booth. Insurance may be purchased for an additional cost. Contact Vendor Management.

TRANSFER OR SUBLEASING SPACE PROVIDED Exhibitor shall neither assign nor sublet all or any part of the space rented without the permission of Fair Management, and it shall be under no obligation to grant such permission.

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 Fair Management reserves the right to use photographs and video taken of Exhibitor, Exhibitor's booth or feature stage presentations, and personnel.

LIABILITY & INDEMNIFICATION It is expressly understood and agreed by the Exhibitor that Exhibitor will make no claim of any kind against Fair Management 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 Fair Management 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 Fair Management, 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 Fair Management, it shall be a legal binding contract, provided that each party may cancel within the conditions of the contract. Fair Management reserves the right to make and publish Fair rules and regulations for the conduct of the Exhibitor, and the Fair generally. Further, Fair Management 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 Fair Management, and its decision on any matters, which may arise hereunder, shall be final.

CONTACT INFORMATION:

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