



Food and Fiber Pavilion — State Fair of Texas®

TEXAS DEPARTMENT OF AGRICULTURE



2013 Exhibitor Agreement

September 27 to October 20, 2013

Hours of Operation: 10 a.m. to 8 p.m. Sunday-Thursday and 10 a.m. to 9 p.m. Friday and Saturday

Registration deadline is **August 30, 2013**. Registration is not final until payment is made in full. Late registration fees apply.

Organization/Business Name _____

Contact Person _____ Title _____

Phone Number _____ Mobile Number _____

Address _____ City _____ State _____ Zip Code _____

Email _____ Website _____ Pinterest _____

Facebook _____ Twitter _____ Youtube _____

NOTE: TDA decisions regarding Exhibitor placement are final and subject to evaluation based on registration date, exhibit size, theme and level of interactivity. Setup for exhibitors will take place September 23-26, 2013.

Exhibit Space (Choose one)

- 10' (W) x 20' (L)
- 10' (W) x 30' (L)
- _____' (W) x _____' (L)

Ceiling Height (Choose one)

- 8 feet (\$10/sq. foot) North/South Pavilion walls.
- Up to 20 feet (\$12/sq. foot) Pavilion center and East/West walls near public entrances.

Exhibit Space Cost \$ _____

Table Required? (One 8' table and 2 chairs provided free per 100' exhibit space). Additional tables and chairs are \$25 each.

- Yes
- No

Do you plan to sell products in the GO TEXAN General Store?

If so, you must register using the GO TEXAN Store Participant Agreement.

- Yes
- No



GO TEXAN.®

Provide a detailed list of activities, including frequency of demonstrations, if applicable.

Provide a list of all free products and literature to be distributed. To be eligible to distribute samples, you must have products for sale in the GO TEXAN General Store and sign up for sampling times.

Please detail any other requests or accommodations needed. Accommodations and requests are not guaranteed.

The State Fair of Texas must make final approval of all applications. In the event that an application for participation is denied, all fees paid will be refunded to the member with the exception of late fees.

Fees paid by approved participants are non-refundable.

Exhibitor must agree to all Terms & Conditions.

By clicking this box, Exhibitor agrees that it has read, understands and agrees to abide by all of the Terms & Conditions.

For more information, contact

Tracey Fontenot, Coordinator for Marketing at (512) 463-7673
or txstatefair@TexasAgriculture.gov

E-mail Completed Registration Forms to:

txstatefair@TexasAgriculture.gov

Mail Payment to:

Food and Fiber Pavilion
Texas Department of Agriculture
P.O. Box 12847
Austin, TX 78711



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Participant Terms and Conditions

In this agreement, “participants” refers to all exhibitors, sponsors, GO TEXAN General Store retailers, retail porch participants, stage/event presenters, and their employees, agents, independent contractors or representatives.

Section 1. The Pavilion

The Texas Department of Agriculture (TDA) Food and Fiber Pavilion (Pavilion) located at Fair Park, 1233 Washington Ave. in Dallas, Texas (Fair Park), provides TDA with an opportunity to educate the public about the valuable resource and diverse industry that is Texas agriculture during the State Fair of Texas (Fair). TDA will promote the Pavilion, GO TEXAN members, and participants using social media and other marketing tools to attract visitors.

The Pavilion is open to the public beginning Friday, September 27, 2013 through Sunday, October 20, 2013 from 10 a.m. to 9 p.m. every Friday and Saturday, and from 10 a.m. to 8 p.m. Sunday through Thursday. Participants are not allowed inside the Pavilion before 8:30 a.m. or after 9 p.m. during regular Fair operations

Section 2. General Terms

- A. Participants agree that approved GO TEXAN member products may only be sold in the GO TEXAN General Store and designated areas identified in the participant or sponsorship agreement.
- B. Participants may not assign their rights to an applicable space or program time or any portion thereof to a third party without the written approval of TDA. If such consent is given, the Participant shall assume full responsibility for the conduct of the assignee and all of its representatives. No fees may be charged for exchanging stage, sampling or demonstration schedule time slots.
- C. There is no employer/employee relationship between any Participant, its employees, representatives or agents and TDA. All representations made concerning advertising, promotions, notices or distribution of publicity to potential customers and/or the general public shall be only the representations of the Participant and not made on behalf of TDA or the Fair.
- D. To be eligible to participate, Participant must maintain a current GO TEXAN membership for the duration of the Fair.

Section 3. Pavilion Access and Set Up

- A. Fairground Access and Parking. As a courtesy, TDA attempts to provide Participants a free shuttle service between parking areas and the Pavilion during peak hours. However, service is not guaranteed.
 - i. Participant passes are solely for personnel staffing exhibits. Participants will receive a limited number of passes and should work with their organization or group for the efficient distribution of passes among members.
 - ii. Program presenters receive passes for use the day of the event or program and must return them to a TDA representative at the end of the day of said program.
 - iii. Passes may not be sold, altered or transferred under any circumstances other than as described in this section.
 - iv. Extra Fair passes and season parking may be purchased individually from the Fair Livestock Office. All participants must comply with all Fair parking rules and regulations.



A. Pavilion Set Up. Unless otherwise agreed to in writing, Participants:

- i. May take possession of their assigned areas beginning on September 24, 2013;
- ii. Are solely responsible for the maintenance, upkeep and condition of Participant provided equipment or displays, and for the items stored in such equipment;
- iii. May not dismantle, move their assigned space, or remove any exhibits before 7 a.m. on Monday, October 21, 2013.

B. Use of Pavilion Storage and Kitchen.

- i. As a courtesy, TDA provides Participants with access to storage and kitchen areas and may revoke usage privileges at any time for rule violations. These areas will remain locked, and TDA will not guarantee immediate access to any of them. Only Participants may use these areas and may not extend the privilege to anyone else.
- ii. Participants who use storage areas must mark and identify all stored items. Items not properly marked or identified may be discarded. Participants will be required to share storage areas and must help maintain them in an orderly fashion. TDA is not responsible for lost, damaged or stolen items.
- iii. Priority for kitchen use is for sampling participants. The kitchen is subject to inspection by city health and fire departments.
- iv. Participants who wish to use the kitchen are responsible for its cleanliness and may be assessed fines up to \$50 per incident for failure to complete clean up (dishwashing, storage, trash disposal, sweeping and wiping spills).
- v. Participants must provide their own supplies for cleaning, food preparation and meals, and are solely responsible for those items.
- vi. Refrigerator and freezer space is reserved for special programs. TDA may at dispose of out-of-date or improperly stored items.

Section 4. Equipment and Displays

A. Participant Displays.

- i. Participants will ensure that all exhibits, displays and signage are professional in appearance and appropriate in content.
- ii. All promotional displays must fit within the contracted or assigned space. No display, sign, decoration, wires or other obstructions of any kind may extend into any other area, hang directly from walls, ceilings or any other fixture or obstruct traffic flow for visitors, another exhibit area, program area, or access to exits or public restrooms.
- iii. Participants may store items within their designated areas only if such items remain out of public view and do not obstruct public access or Participants' movement.
- iv. Any violation of this section will result in a request to repair or remove the violation, and failure to do so may result in removal of the Participant from the Pavilion.

B. Participant Provided Equipment. Any malfunctioning equipment or displays provided by Participant must be repaired within 12 hours of notice by TDA. In the event that malfunctioning or defective equipment poses a significant risk to other Participants or Pavilion visitors, TDA may exercise its discretion to immediately



remove the hazard. Malfunctioning equipment or displays will be removed at the cost of the Participant, if the issue is not addressed by Participant within the prescribed time.

- C. Electrical Outlets. A maximum of 2,000 watts of electrical current per exhibit area, 110 volts AC 60-cycle single phase, will be available for power and supplemental lighting. For electrical service, Participants must plug into the electrical outlet with their own heavy-duty, multi-plug extension cord with a circuit breaker. In the event Participants need higher voltage, three-phase power lines or additional electrical service, Participant must make arrangements with the Fair electrician at Participants' sole risk and expense.

Section 5. Exhibit Space

TDA reserves the right to fill at its discretion any space that remains vacant 24 hours prior to the start of the Fair or that becomes vacant during the course of the Fair.

- A. Exhibitor placement within the Pavilion shall be determined by TDA based on registration date, exhibit size, theme and level of interactivity. Every effort will be made to respect the Participant's space choices, but TDA decisions regarding exhibit and product placement are final. TDA reserves the right to transfer assignment of space when such action is deemed to be in the best interest of TDA and Pavilion visitors.
- B. All signs provided by Participants must be installed in a good and workmanlike manner, free from hazardous conditions and safe for the Participants and general public.
- C. Each Participant's space must be constructed in a good and workmanlike manner and shall be maintained in an orderly, sanitary and safe condition.
- D. Participants must be ready to open 10 minutes prior to the Pavilion opening daily and must coordinate staffing to ensure daily coverage through closing.
- E. Participants may be urged to provide staffing during high traffic times, including holidays and game days.
- F. Participants must keep individual space clean and free of hazards and are responsible for breaking down boxes and placing such items in the dumpster.
- G. Sampling is only permitted in exhibit space during times approved by TDA.

Motion pictures, slide projectors, music, loud speakers and public address systems may not be operated if, in the opinion of TDA, such operation interferes with or is a nuisance to any Participants or Pavilion visitors. All programs and presentations must use the sound system provided by TDA, unless prior written arrangements are made with TDA at least three weeks before the program. TDA has sole discretion regarding the use of the Public Address System for announcements and reminders.

Section 6. GO TEXAN General Store

TDA will contract with County Fair Foods (Store Contractor) to provide turn-key GO TEXAN General Store (GT Store) operations. Store Participants must provide proof of liability insurance to TDA by August 31, 2013.

A. Item Placement. Retailer placement within the GT Store shall be determined by the Store Contractor with final approval by TDA. Every effort will be made to respect the Participant's space choices. However, TDA decisions regarding exhibit and product placement are final.

B. Inventory.

- i. Participants offering items for sale in the GT Store must coordinate with the Store Contractor for the



shipping and receipt of inventory. Items should not be received prior to the Monday before the start of the Fair.

- ii. After the start of the Fair, all deliveries and inventory adjustments must be made by 9:30 a.m. daily as prescribed by the Store Contractor in its Store Policies and Procedures.
- iii. Participants are responsible for providing the Store Contractor with special instructions for product handling, if necessary. TDA is not responsible for the storage of or damage to any inventory.
- iv. Store Contractor may arrange return shipping of Participant's remaining inventory at Participant's cost. All shipping arrangements must be made in writing. Fees will be prescribed in the Store Policies and Instructions.
- v. Any items not picked up, identified for shipping, or designated for other disposal by noon on Tuesday, October 22, 2013, will be discarded, used in the promotion of the GO TEXAN program, or donated to area food banks or similar charitable organizations. Participants who prefer such charitable donations must provide written confirmation of those desires and complete applicable donation forms, which are available from TDA.
- vi. Neither TDA nor any of its contractors are responsible for items remaining in the Pavilion after 5 p.m. on Tuesday, October 22, 2013.

C. Final Approval of Products. TDA has sole authority to determine whether a product may be sold in the GO TEXAN Store. Products that are offensive, dangerous, or do not meet the quality expectations of TDA will not be approved.

Section 7. Gazebo Stage

Participants may utilize the Gazebo Stage (Stage) in the Pavilion for pre-approved educational or entertainment programs and related activities during times set by TDA. Every effort will be made to respect the Participants' time preferences, but TDA's decision will be final.

Participants who fail to use their time or who cancel less than 24 hours in advance of their scheduled time may forfeit all future Stage opportunities. TDA reserves the right to reschedule a program or to fill a vacancy when deemed in the best interest of the Pavilion. TDA may establish a waiting list for select dates and times and has sole discretion in selecting Participants from that list.

All programs must take place within the assigned Stage area. Any program changes or special requests, including areas for costume changes, storage of equipment or similar requirements, must be submitted to TDA in writing at least three weeks prior to the start of the Fair. Promotional displays must fit within the assigned space.

Section 8. Product Sampling

To be eligible to provide product samples to Pavilion visitors, Participant must be participating in the GT Store.

- A. Participants may contract for sampling and product demonstration with the GT Store Contractor.
- B. Participants offering food samples in the GT Store must comply with Texas Health and Safety Code, Chapter 431, Good Manufacturing Practice regulations, CFR Part 110, and Texas Administrative Code, Chapter 229.183, and provide a manufacturer license number to TDA, if applicable. Applications that do not include a copy of food licenses will not be approved.
- C. TDA will provide sampling kiosks or other demonstration areas during approved sampling times.



- D. Participants must provide their own sampling or demonstration supplies including napkins, soufflé cups, gloves, toothpicks, etc.
- E. All samples provided for consumption must be placed on a napkin, on a toothpick or in a soufflé cup and may not exceed one ounce.
- F. Samplings and demonstrations may not in any way interfere with other operations or movement within the Pavilion.
- G. All demonstrations must meet health, safety and security standards as set forth in local ordinances and in Fair regulations.

Section 9. Participant Conduct

Failure to observe appropriate standards of conduct will result in immediate dismissal of Participant(s) from the Pavilion. TDA has the sole authority to determine if the actions of a Participant are within the requirements of this section. Participants are responsible for the actions of their employees, representatives, guests and agents in complying with this section.

- A. Participants shall refrain from any action that will distract Fair attendees or detract from overall Pavilion operations.
- B. Participants shall conduct themselves in a professional manner that is not offensive to standards of decency or good taste.
- C. All individuals shall dress appropriately when in the Pavilion or immediately adjacent to it. TDA reserves the right to require Participants to dress accordingly and Participants may not be allowed to return to the Pavilion if they fail to comply. Failure to observe standards of conduct may result in immediate dismissal of involved persons from the Pavilion. No refund will be made of any fees paid.
- D. Participants are strictly prohibited from soliciting, collecting or accepting any donations, including tips, regardless of the beneficiary, during the Fair or anywhere else within Fair Park.
- E. Exhibits, displays or programs that are dangerous, offensive to the public, create a nuisance, or are inconsistent with or harmful or detrimental to the purposes of the Pavilion will not be approved by TDA.
- F. Participants may not discriminate against any person, customer, or the general public, based on race, sex, color, age, disability, religion, citizenship, veteran status and national or ethnic origin. As applicable, Participants agree to comply with all applicable provisions of the Americans with Disabilities Act and the United States Civil Rights Act.
- G. Distribution of pamphlets, brochures, tickets, coupons or any advertising must be confined to the Participant's assigned space and approved in advance. Distributing balloons, stickers or other materials with adhesive surfaces of any kind is expressly forbidden.
- H. Cocktail parties or related social gatherings of any kind are prohibited in the Pavilion.
- I. Prior written consent of TDA is required for the employment or use of any live model (human or animal) or live plants.
- J. The use of alcohol or tobacco products of any kind within the Pavilion is expressly forbidden.
- K. Actions by Participants, which may be perceived as threatening, inflammatory, intimidating or encouraging of violence are strictly prohibited and will not be tolerated. TDA will disallow participation for violations of this subsection, and TDA reserves the right to take further actions as appropriate.
- L. No form of political advertising is permitted in the Pavilion.



Section 10. Indemnity and Limitation of Liability

Participant agrees to indemnify and hold harmless TDA, Fair, the City of Dallas, and the Park and Recreation Board of the City of Dallas, their officers, directors, employees, and agents from and against any and all claims, losses, demands, obligations, causes of action and lawsuits and all damages (including punitive and exemplary damages), liabilities (including strict liability), fines, judgments, costs (including settlement costs), and expenses, including the payment or reasonable attorney fees (collectively referred to as “Damages”), to the extent Damages arise out of: (1) the failure of Participant to comply with the terms and conditions of the Participant Agreement; (2) the services performed, promotions offered, or actions taken by Participant in connection with their participation in the Pavilion; (3) the distribution of any of samples, products, or materials by Participant; (4) defects in the Participant’s booth, fixtures or equipment provided by Participant; (5) Participant’s unauthorized use, misuse, infringement or dilution of trademarks, intellectual property or copyrights belonging to the Fair, TDA, or any third party; (6) the failure of Participant to comply with any applicable federal, state or local law that may affect the obligations hereunder; (7) the negligent acts or omissions of Participant; or (8) defects in the design, assembly, or manufacture of any product provided by Participants.

Participant agrees to hold harmless TDA, Fair, its officers, directors and employees, or agents for lost profit or other financial loss of any type or description, including but not limited to any special, indirect, reliance, incidental or consequential damages, which may be caused directly or indirectly from: (i) participation in the Pavilion; (ii) termination of the Participant Agreement for any reason; (iii) operational delays by Fair or TDA; or, (iv) service inadequacies within the Pavilion, including the GO TEXAN General Store. Participant agrees it will continue to pay all charges and other sums due to Fair and TDA hereunder irrespective of any such claim, loss, damage or expense until the Participant Agreement is terminated in accordance with these terms.

Participants agree to pay TDA for any damages resulting from any act or negligence of Participants. such sum may be necessary to restore the premises to their original condition.

Section 11. Safety and Security

- A. Participants shall not pack merchandise in paper, straw, excelsior or any other readily flammable material. All Participants cartons and containers stored in the Pavilion shall be emptied of contents.
- B. Participants may not use flammable decorations or covering for display fixtures. All fabrics or other material used for decoration or covering must be flameproof, as required by local ordinances.
- C. All wiring devices and sockets shall be in good condition and meet the requirements of local law. Equipment with engines/motors or gas tanks shall be emptied, gas caps taped, keys removed and battery connections disconnected during display.
- D. All exhibit and display areas are subject to Dallas Fire Department inspection, must pass inspection and carry an authorized inspection sticker for the duration of the Fair. Exhibits and displays that fail to receive and maintain inspection are subject to immediate removal from the premises and are not eligible for payment refunds.
- E. TDA shall provide security to patrol the Pavilion at all times. Additional security may be provided within the GT Store by the Store Contractor, at its discretion.
- F. Absolutely no weapons, real, toy or replicas are allowed in the Pavilion at any time. With the exception of on-duty peace officers and trained security personnel.
- G. Participants must provide emergency contact information, including telephone numbers for after-hours emergencies.



Section 12. Use of the GO TEXAN Mark and Advertising

- A. Any materials that incorporate TDA's name, seal, or the GO TEXAN Certification Mark must be submitted to TDA for approval at least 10 business days prior to use/release.
- B. GO TEXAN member companies are solely responsible for compliance with GO TEXAN requirements and all copyright, labeling and patent laws applicable to their operations. Products violating GO TEXAN requirements may be removed from the GO TEXAN General Store until such time as the issue is resolved. Refunds associated with this policy are at the sole discretion of TDA.

Section 13. Laws and Dispute Resolution

- A. Applicable Law. Participants shall abide by and comply with all rules, orders and regulations that TDA or the Fair may prescribe, and with all federal, state and municipal laws.
- B. Venue. Exclusive venue and jurisdiction of any legal action or suit concerning TDA under this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas.
- C. Dispute Resolution. Chapter 2260 of the Texas Government Code prescribes dispute resolution processes for certain breaches of contract claims applicable to certain contracts for goods and services and shall apply to Participant Agreements.
- D. Store Contractor. Disputes regarding GT Store operations, inventory and employees should be referred to the Store Contractor. TDA will facilitate communications and serve as mediator in the event that the Store Contractor and Participant cannot reach a resolution. However, TDA will not make any final determinations regarding GT Store issues within the purview of the Store Contractor.

Section 14. Termination of Agreement

- A. Termination by Either Party. TDA or Participant may terminate this Agreement at any time before the start of the Fair. All fees are non-refundable, with the exception of fees paid by an applicant that is not approved by State Fair of Texas. All late fees are non-refundable, without exception.
- B. Termination for Cause. TDA may terminate an executed Participant Agreement at any time without prior notice if, in its sole discretion, TDA determines a Participant is in violation of any of the terms.
- C. Force Majeure. TDA may be excused from performance under the Participant Agreement for any period that TDA is prevented from performing its obligations in whole or in part as a result of the Fair's failure to provide Pavilion access, any act of God, war, civil disturbance, epidemic, court order, or other event outside the control of TDA, and which, by reasonable diligence, TDA is unable to prevent.