

IMPORTANT: This document is a part of the 2012 State Fair of Texas Food and Fiber Pavilion Participant Agreement. Be sure you have read and understand this document before signing the Participant Agreement. If you have questions or need more information, contact Dana Ross at dana.ross@TexasAgriculture.gov or (512) 463-7673.

2012 State Fair of Texas Food and Fiber Pavilion Participant Agreement Pavilion Terms, Conditions and Rules

“Participants” in this agreement refers to all exhibitors, sponsors, store retailers, program presenters and their employees, agents, independent contractors or representatives. Participants agree and warrant that all persons performing any services, obligations or responsibilities or occupying any contracted space pursuant to the Participant Agreement shall be Participants only.

The Texas Department of Agriculture (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 following rules.

1. Purpose of Pavilion

The Food and Fiber Pavilion (Pavilion) located at Fair Park, 1233 Washington Ave. in Dallas, Texas (Fair Park), provides TDA an opportunity to educate the public about the valuable resource and diverse industry that is Texas agriculture.

2. Pavilion Operations

For the duration of the 2012 State Fair of Texas (Fair), TDA will perform the following (in a manner determined in the sole discretion of TDA):

- A. Ensure that the Pavilion has appropriate, professional décor; adequate staff and is open to the public from 10 a.m. to 9 p.m. Friday through Monday and 10 a.m. to 8 p.m. Tuesday through Thursday.
- B. Work with Fair staff and individual Participants to attract visitors to the Pavilion.
- C. Provide Participants with storage areas and access to office and kitchen facilities.
- D. Provide credentials, parking passes and Fairground access, as State Fair of Texas makes available to TDA.
- E. Provide, as applicable, pipe, drape, tables, chairs, shelving, electricity and related services.
- F. Provide contracted janitorial and security services and a contractor for GO TEXAN Store operations.

3. 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 State Fair of Texas failure to provide Fairground 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.

4. Indemnity and Limitation of Liability

Participants agree to indemnify and hold harmless TDA, State Fair of Texas, its officers, directors and employees, the City of Dallas, and the Park and Recreation Board of the City of Dallas, 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 associated therewith (including the payment or reasonable attorney fees and disbursements), (hereinafter collectively “Damages”), to the extent Damages arise out of: (1) the failure of Participants to comply with the terms and conditions of the Participant Agreement, including

the Pavilion Terms, Conditions and Rules; (2) the services performed or actions taken by Participants in connection with the Participant Agreement; (3) promotions contemplated or provided by Participants in connection with the Participant Agreement; (4) the distribution of any of Participants' samples, products, or material; (5) defects in the facilities, structures, booths, security, fixtures or equipment provided by Participants in connection with the Participant Agreement; (6) Participants' unauthorized use, misuse, infringement or dilution of State Fair of Texas's, TDA's or any third party's, trademarks, intellectual property or copyrights; (7) the failure of Participants to comply with any applicable federal, state or local law that may affect the obligations hereunder; (8) the negligent acts or omissions of Participants; or (9) defects in the design, assembly, or manufacture of any product provided by Participants.

Participants agree to hold harmless TDA, State Fair of Texas, its officers, directors and employees, 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) performance of the enclosed Participant Agreement, (ii) termination of the enclosed Participant Agreement for any reasons specified herein, or (iii) for any time delays, State Fair of Texas or TDA service inadequacies or any Leased Space use, or by any deficiency or defect therein. Participants agree that they will continue to pay all charges and other sums due to State Fair of Texas and TDA hereunder irrespective of any such claim, loss, damage or expense until the Participant Agreement is terminated in accordance with these terms.

5. Exhibit, Display and Retail Space

- A. Access to exhibit, display and retail space shall be contingent upon signing of the Participation Agreement and its acceptance by TDA along with payment of all applicable fees. Except with TDA's prior approval, Participants who reserve exhibit, display or retail space: (i) may take possession of their assigned areas no earlier than September 24, 2012, (ii) may not dismantle or move their assigned space, and (iii) may not remove any exhibits or remaining store inventory before 9 p.m. on the closing day of the Fair. At the close of the Fair, trucks, trailers or other large vehicles will not be allowed on the Fairgrounds or have access to the Pavilion before 7 a.m. on Monday, October 22, 2012.
- B. TDA shall assign space to Participants for the duration of the 2012 Fair, provided the Pavilion is made available to TDA, on a first priority receipt of the Participation Agreement and applicable fees. Such assignment is made for the period of the Fair only and does not imply that the same or similar space will be held or offered for future State Fairs of Texas. Every effort will be made to respect the Participant's space choices, but TDA's decision will be final. TDA reserves the right to transfer assignment of space when such action is deemed to be in the best interest of the Pavilion.
- C. Store Participants must provide applicable proof of liability insurance to TDA by August 31, 2012. At the same time, Participants that offer food samples or provide food sales within the 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. Failure to do so will disqualify participation.
- D. 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. Participants that have exhibit space must have it ready to open 10 minutes prior to the Pavilion opening at 10 a.m. each day and must coordinate staffing to ensure coverage through 7 p.m. daily. Participants may be required to extend staffing upon 48-hour advance request of TDA. Participants must keep individual space clean and free of hazards and are responsible for breaking down boxes used in restocking and placing such items in the dumpster.
- E. 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.
- F. Each Participant's booth shall be constructed in a good and workmanlike manner and shall be maintained in an orderly, sanitary and safe condition.

6. Program Schedules and Content

- A. TDA may assign to eligible Participants specific time slots during the 2012 Fair, for pre-approved educational or entertainment programs

and related activities. Such assignment is for the specified time only and does not imply that the same or similar times will be held or offered for this or future State Fairs of Texas. 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 scheduled time may forfeit all future program opportunities. TDA reserves the right to reschedule a program or to fill a vacancy when deemed in the best interest of the Pavilion. When the schedule is full, TDA may establish a waiting list and has sole discretion in selecting Participants from that list.

- B. Participants agree to coordinate all program plans with TDA, which has sole discretion of such considerations, and submit requests in writing to TDA by at least eight weeks before the start of the Fair. All programs must take place within the assigned area of the applicable stage, mini stage, porch or other assigned area. Any program changes or special requests for areas for costume changes, storage of equipment or similar requirements must be submitted to TDA in writing at least three weeks before the start of the Fair. Promotional displays must fit within the assigned space.
 - C. Participants may contract for sampling and product demonstration. Priority will be given to GO TEXAN companies, exhibitors and sponsors. TDA will provide sampling kiosks or other demonstration areas. Participants must provide their own sampling or demonstration supplies including napkins, soufflé cups, gloves, toothpicks, etc. All samples provided for consumption must be placed on a napkin, on a toothpick or in a soufflé cup and may not exceed 1 ounce. Samplings and demonstrations may not in any way interfere with other operations or movement within the Pavilion. All demonstrations must meet health, safety and security standards as set forth in local ordinances and in State Fair of Texas regulations.
7. Use of Exhibit, Display, Retail Space and Program assignments
- A. Participants will ensure that all exhibits, displays and signage are professional in appearance and appropriate in content. 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 the traffic flow for visitors in the Pavilion. No display may obstruct another exhibit area, program area, or access to exits or public restrooms. 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. If Participant's exhibits displays and/or signs are found by TDA to have violated this, Participant may be requested to remove or change its exhibit, display or sign to meet the requirements of this section.
 - B. A maximum of 2,000 watts of electrical current per exhibit area, 110 volts a.c. 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, they shall make private arrangements with the electrician for the building, all at Participants' sole risk and expense.
 - C. Participants agree to pay TDA for any damages resulting from any act or negligence of Participants such sum as may be necessary to restore the premises to their original condition.
 - D. Participants may not assign their rights under the Participant Agreement to an applicable space or program time or any portion thereof to a third party without the written consent of TDA. If such consent is given, the Participants shall assume full responsibility for the conduct of the assignee and all of their representatives, and the Participants shall not charge their assignee more than a proportionate share of Participants' fee, if applicable. No fees shall be assigned or exchanged for program, sampling or demonstration schedule time slots.
8. Representations
- Participants agree that 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 Participants and not made on behalf of TDA or those of State Fair of Texas. Participants understand that any materials that incorporate the name or logos of TDA or its programs or State Fair of Texas require the written consent of TDA and/or State Fair of Texas at least 14 days before release. All GO TEXAN member companies are solely responsible for compliance with GO TEXAN requirements and all copyright, labeling and patent laws applicable to their operations.

9. Retail sales

Participants agree that the GO TEXAN Stores, designated concession areas and Featured Product and Urban School Grant Sponsors are the sole sources of retail sales within the Pavilion for the duration of the 2011 Fair.

10. Donations

Participants agree to abide by all of the policies of TDA regarding donations of goods and services to TDA in conjunction with programs, sponsorships, exhibits, displays or related Pavilion support. Participants understand that they are strictly prohibited from soliciting, collecting or accepting any donations, including tips, regardless of the beneficiary, during the 2011 Fair from any contracted space or other property within the Pavilion or anywhere else within Fair Park.

11. Decorum

- A. Failure to observe appropriate standards of conduct will result in immediate dismissal of involved person(s) from the Pavilion. TDA has sole authority to determine if the actions of a Participant are in keeping with the agreed upon requirements of this section. Exhibitors, sponsors, store retailers and program presenters are responsible for the actions of their employees and agents in complying with this section.
- B. Participants shall refrain from any action that will distract State Fair of Texas attendees or detract from overall Pavilion operations. Participants shall conduct themselves in a professional manner that is not offensive to standards of decency or good taste. All individuals shall dress appropriately when in the Pavilion or immediately adjacent to it. Failure to observe standards of conduct may result in immediate dismissal of involved persons from the Pavilion.
- C. No product, exhibit, display, or program shall be allowed that is dangerous, offensive to the public, creates a nuisance, or is inconsistent with or harmful or detrimental to the purposes of the Pavilion. TDA has sole authority to determine whether a product, exhibit, display, or program will be disallowed or removed from the Pavilion.
- D. Participants agree not to discriminate against any employee, applicant for employment, customer, patron or the general public, based on race, sex, color, age, disability, religion, citizenship, veteran status, 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.
- E. Motion pictures, slide projectors, mechanical music, loud speakers and public address systems may not be operated if, in the opinion of TDA, such operation interferes with or is annoying to any Participants or State Fair of Texas attendees. 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.
- F. Distribution of pamphlets, brochures, tickets, coupons or any advertising matter must be confined to the Participants' assigned space. Distributing balloons, stickers or other materials with adhesive surfaces of any kind is expressly forbidden. Cocktail parties or related social gatherings of any kind are prohibited in the Pavilion. Prior written consent of TDA is required for the employment or use of any live model (human or animal) or live plants.
- G. The use of alcohol or tobacco products of any kind within the Pavilion is expressly forbidden. Absolutely no weapons, real, toy or replicas are allowed in the Pavilion.
- H. 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.
- I. No form of political advertising is permitted in the Pavilion.

12. Pavilion Access and Parking

All Participants' 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 transfer of passes among members. TDA is not responsible for these transfers. Program presenters receive

passes for use the day of the event or program and must return them to a Department representative at the end of the day of said program. Passes may not be sold, altered or transferred under any circumstances other than as described in this section. Extra Fair passes and season parking may be purchased individually from the State Fair of Texas Livestock Office. 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. All participants must comply with all State Fair of Texas parking rules and regulations.

13. Use of Pavilion Storage, Office Space and Kitchen

- A. As a courtesy, TDA provides Participants with access to storage, office/break 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.
- B. 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. Participants may not store items in the office/break room.
- C. Participants who provide equipment, including, but not limited to refrigeration and freezer equipment for storage of their inventory before, during and after the Fair, are solely responsible for the maintenance, upkeep and condition of such equipment and for the items stored in such equipment.
- D. Priority for kitchen use is for Pavilion concession vendors and sampling participants. The kitchen is subject to inspection by city health and fire departments. 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). Participants must provide their own material, for cleaning, food preparation and meals, and are solely responsible for those items, which must be marked to identify ownership. Refrigerator and freezer space is reserved for special programs. TDA may at any time dispose of out-of-date or improperly placed items.

14. Fire 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. Participants shall use no flammable decorations or covering for display fixtures. All fabrics or other material used for decoration or covering shall be flameproof, as required by local ordinances. 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.
- B. All exhibit and display areas are subject to Dallas Fire Department inspection and 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 ineligible for payment refunds.
- C. Without prior Department approval, Participants are not allowed inside the Pavilion before 8:30 a.m. or after 9:00 p.m. during regular Fair operations.
- D. Participants must provide to TDA all necessary points of contact including emergency and after hours contact information.

15. Inventory Disposition, Shipping and Freight

- A. Participants who wish to ship items to the Pavilion before and during the Fair are solely responsible for said items. No item may be shipped to arrive at the Pavilion before Monday, September 24, 2012. After the start of the Fair, all deliveries must be scheduled to arrive before 9:30 a.m. Store inventory to the attention of "Store Contractor" and, if applicable, labeled with special storage instructions or statement that the items are perishable. Exhibit or display materials must be shipped to the appropriate participants organization's attention. All items must specifically identify the destination as "Food and Fiber Pavilion – 1233 Washington Ave. – Dallas, Texas 75210."
- B. Participants who want items shipped at the close of the Fair must provide to TDA written confirmation of those desires at least 10 days before

the Fair closes. That confirmation must include the shipper billing account number, recipient address and an appropriate return address, other than the Pavilion or TDA. Any special shipping requirements must be included in the written confirmation. While TDA will endeavor to ensure safe packaging of returned items, it is not required to do so. TDA will neither receive nor ship items at its own expense.

- C. Any items not picked up, identified for shipping or designated for other disposal by noon on Tuesday, October 22, 2012, will be discarded 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, available from TDA. Neither TDA nor any of its contractors are responsible for items remaining in the Pavilion after 8 a.m. on Wednesday, October 23, 2012.

16. Observance of Laws, Rules, Regulations and Ordinances

Participants shall abide by and comply with all rules, orders and regulations that TDA or State Fair of Texas may prescribe, and with all federal, state and municipal laws.

17. Cancellation or Termination

Either party may terminate the Participant Agreement at any time before the start of the Fair. Participants who terminate within 30 days before the start of the State Fair will forfeit 50 percent of all applicable fees paid. All applicable fees paid become non-refundable after the start of the Fair on September 28, 2012. Program presenters and sampling or demonstration companies that cancel less than seven days before their scheduled participation date are ineligible for further participation in such Pavilion activities. Participants who relinquish claim to any reserved space or time slots release all claim to them, and TDA reserves the right to determine the appropriate use for vacant space or scheduled times. This section is subject to TDA's termination rights contained in the preamble of the Pavilion Terms, Conditions and Rules.

18. Non Payment

Any store participant that has a check returned due to insufficient funds or fails to pay for shelf space in the GO TEXAN stores will have the sales check issued from the GO TEXAN store contractor withheld until payment to TDA is resolved.