

GGSF 2019 COMMERCIAL POLICIES

Space Agreement

Every concession or commercial exhibit participating in the Greater Gulf State Fair must have a signed space agreement. The space agreement is the only document that guarantees a space on the fairgrounds. The space agreement must be signed by the participant and by an authorized representative of Fair management prior to participation.

Upon execution of the space agreement, it is the responsibility of each individual or business to abide by all the terms and conditions of the space agreement and this manual. Failure to comply may constitute grounds for termination of the space agreement, and may result in forfeiture of all payments, rights and privileges of the individual or business.

Concessionaires and commercial exhibitors will not be permitted to switch locations once they are assigned. Space agreements are for the current Fair and do not carry over year to year.

Only those products or services that are listed on the space agreement may be promoted, sold, or displayed. If a request to sell or promote certain items on the application is not reflected on the space agreement, those items or activities were not approved.

Any changes in the availability of items for sale, the purpose or activity, or a change in the amount of space must receive approval from the Fair before the change can be instituted and must be included in written amendment to the space agreement.

Should participants fail to submit required documents and fees, as stated in the space agreement or this manual, the Fair reserves the right to cancel the space agreement.

All space assignments are contingent. Fair reserves the right to change space assignments as necessary in its sole discretion.

A deposit of 50% of the total amount due should accompany the return of your signed space agreement. Payment must be made by the due date or the space agreement may be withdrawn and the space contracted to another. Payments are not accepted prior to the issuance of a space agreement and will be returned.

Payments are due in full by September 13, 2019. Any payments made after October 1, 2019 must be made with cash, money order, or certified check. No personal or business checks will be accepted for space agreement fees from October 1, 2019 through the duration of the fair.

All space agreements must be paid in full before and exhibitor or concessionaire will be permitted to move into their booth on set-up days. If the concessionaire or exhibitor has not paid in full and opens for business, the Fair has the right to close the booth until full payment is made or cancel the space agreement without further notice and have the concessionaire or exhibitor immediately remove merchandise/equipment from the fairgrounds.

Vendors are prohibited from discussing their rental fees and agreements with other vendors. All vendor fees, rentals, and agreements are to be kept confidential. Violation of this will result in immediate dismissal from the fair.

Any checks returned by the bank, upon first presentation, for lack of sufficient funds or for a closed account will constitute a violation of the space agreement. After the Fair has received one insufficient or closed account notice, any and full future payments must be made in cash, money order, or certified check. Failure to make good on a bad payment upon demand will result in immediate cancellation of the space agreement and closure of your location without refund or recourse. A bad check charge of \$50.00 will apply to any returned check. This fee must also be paid upon demand.

Cancellations and Refunds

A concessionaire or exhibitor desiring to cancel a space agreement must notify the Fair in writing stating the reason for cancellation. Phone calls are not an acceptable method to cancel a space, **it must be in writing**. All refunds are subject to approval by the Greater Gulf State Fair Board of Directors. Written notice of cancellation received by the Fair from concessionaire or exhibitor after payment of fees:

- **Before September 4, 2019:**
50% of fees paid will be refunded
- **On or After September 4, 2019:**
No refund of fees paid

Subleasing

Concessionaires and exhibitors are not permitted to sublease any portion of the services to be performed under the space agreement. Subleasing consists of:

- Allowing another person or company to display or sell from the assigned space.
- Exhibiting, selling, or distributing literature or product of any other entity other than the assigned concessionaire or exhibitor.

Noncompliance

In the event that the concessions and exhibits department determines an infraction of the Fair policies outlined in the space agreement has occurred, penalties will be assigned according to the following schedule:

- First violation: Written warning or citation
- Second Violation: \$100.00 fine
- Third Violation: Agreement termination and eviction, and/or future participation privileges revoked

All infractions will be documented and become a permanent record of concessionaire or exhibitor file. Violations do not have to be of the same nature for this step structure to apply. It will be the responsibility of the concessionaire and exhibitor to make their employees aware of the rules and policies required.

Insurance Requirements

Concessionaires and exhibitors shall furnish proof of liability insurance with at least a one-million-dollar limit upon submission of this contract. The policy must name the Greater Gulf State Fair, Inc and Mobile Jaycees, Inc. as additional insureds. Insurance coverage to begin at the time the exhibitor arrives on the fairgrounds and continues until the exhibitor leaves the grounds after the fair. This insurance shall be primary and non-contributory.

It is suggested that concessionaires and exhibitors obtain a temporary insurance policy to cover their displays for the Fair period, as an added protection against possible losses. The Fair will not be responsible for lost, damaged, or stolen merchandise or equipment.

Vehicle Parking

Parking permits are required for all concessionaires and exhibitors wishing to park in our exhibitor parking lot or those wishing to have a personal vehicle or stock truck parked within Midway/campsite grounds. Vendors are limited to two parking passes. **Parking Passes may be purchased for \$25 each.** Any vehicles parked in the exhibitor parking lot or in the camping areas without a parking permit will be towed at the owner's expense. A parking permit does not guarantee or reserve a parking space.

Exhibitors may also park in the general public parking areas. Such parking will be subject to any terms and fees applied to general admission public parking.

Vehicles are parked at owner's risk. The Greater Gulf State Fair assumes no responsibility for loss due to fire, theft, collision, force majeure, or otherwise, to vehicles or its contents.

During the week prior to the opening day of the Fair, all vehicles wishing to be let onto the grounds must have a Grounds Permit displayed in their front windshield. This permit is free of charge, and only a limited number will be given to each exhibitor and concessionaire. Exhibitors and concessionaires can request this permit in advance or at the time of check-in. Any vehicle lacking this pass will be denied access to the grounds.

Hours of Operation

All concessions and exhibits must be in place and ready for operation one hour before Fair opening. All concessions and exhibits must be open, staffed and in full operation every day of the Fair during the specified hours of operation.

The Hocklander Building will be open to all inside exhibitors one hour prior to operational hours. Entry into the building will be through the door on the east end of the building. No one will be allowed entrance into the building prior to opening without exhibitor pass. The building will be cleared and secured every night at closing time. Articles on display should be covered and secured by each exhibitor after the closing hour each night.

OPERATIONAL HOURS FOR EXHIBITORS AND CONCESSIONAIRES		
DATE	INSIDE EXHIBITORS	OUTSIDE EXHIBITORS & CONCESSIONAIRES
Friday Oct. 25	4:00 PM - 10:00 PM	4:00 PM - 12:00 AM
Saturday Oct. 26	11:00 AM - 10:00 PM	11:00 AM - 12:00 AM
Sunday Oct. 27	12:00 PM - 9:00PM	12:00 PM - 10:00 PM
Monday Oct. 28	4:00 PM - 9:00 PM	4:00 PM - 10:00 PM
Tuesday Oct. 29	4:00 PM - 9:00 PM	4:00 PM - 10:00 PM
Wednesday Oct. 30	4:00 PM - 9:00 PM	4:00 PM - 10:00 PM
Thursday Oct. 31	4:00 PM - 9:00 PM	4:00 PM - 12:00 AM
Friday Nov. 1	4:00 PM - 10:00 PM	4:00 PM - 12:00 AM
Saturday Nov. 2	11:00 AM - 10:00PM	11:00 AM - 12:00 AM
Sunday Nov. 3	12:00 PM - 7:00 PM	12:00 PM - 8:00 PM

Management reserves the right to change concession and exhibit opening and closing time based on attendance, weather, or any other variable that may affect the operation of the Fair.

Exhibitor and Concessionaire Move In

All move ins will be by appointment only. An email will be sent to sign up for specific times. All exhibitors must report to the front lobby, located in the concourse of the main building, to verify booth assignments and receive exhibitor packets before booth set-up occurs!

Times will be scheduled during the following hours:

- Monday, October 21: 9:00 AM - 4:00 PM
- Tuesday, October 22: 9:00 AM - 4:00 PM
- Wednesday, October 23: 9:00 AM - 4:00 PM
- Thursday, October 24: 9:00 AM - 4:00 PM

All booths **must** be ready for business no later than 3:00 p.m. on Friday, October 25. Vehicles will be permitted on the grounds and in buildings during set up for unloading only. Management reserves the right to demand the removal of vehicles from any area.

Exhibitor and Vendor Break Down

Vendors may not start breaking down their booths until the close of operating hours.

Booth Standards (General)

Concessionaires and exhibitors must provide all materials, decorations, and equipment necessary for operation. Concessionaires and exhibitors may not affix signs, decorations, or display material to any permanent walls or the ceiling in any building, unless approved in writing by the Fair.

All exhibits are expected to accommodate all products and materials related to the operation of the exhibit within their booth size limits. All persons must work from within the confines of their booth. Exhibitors are not permitted to expand their space without permission from the GGSF Management. Demonstration areas must be organized within the leased space so as to not interfere with any aisle traffic. Sampling and/or demonstration tables must be placed a minimum of 2 feet back from the aisle line and must ensure that the crowd does not block aisles, disturb other businesses, and prevent the normal flow of foot traffic.

All exhibits are expected to contain attractive displays and must meet Fair standards. Space must be clean and put in an attractive order by one hour before the Fair opens each day. All storage of supplies, boxes, cases, must be kept from public view. Fair reserves the right to determine the appropriateness of an exhibit.

Booth Standards (Indoor Facility)

All booths will be furnished with a 12-foot high back drape. Display signs and fixtures that are 8-foot high may extend forward no more than 5 feet from the back and must be finished on both sides. Side extensions, beyond the 5 feet, may not exceed 4 feet in height and also must be finished on both sides. One 8' table and two chairs will be provided per 10x10 booth. All other booth materials and supplies, such as decorations, tables, chairs, display cases, etc. must be supplied by the exhibitor and meet all applicable rules. All inside booths require skirted tables.

Booth Standards (Outdoor Locations)

Only professional tents will be allowed. No pop-up tents will be allowed. Tents must be of sturdy construction to withstand the elements. Flea market set-ups (pipe and tarp) will not be allowed. All booth set-ups will be required to conform to Fair standards. Fair management reserves the right to determine the appropriateness of a concession display or exhibit. Awnings, overhangs and any other appurtenances shall be at least eight feet above any public walkway or sidewalk. Compliance with Fire Code is the exhibitor's responsibility.

Food Concessions

No food establishment may open for business until it has passed a health and safety inspection. A mandatory food safety class will be held for all food concessionaires before the Fair starts.

All food items to be sold must be approved in advance, and concession must have a GGSF Food License Permit conspicuously posted.

Food concessionaires must submit for review and approval, a menu and price list before a space agreement can be issued. The Fair reserves the right to have items removed from the menu if an item is found to be priced unreasonably or fails to maintain an appropriate product mix. Any menu or price change must be submitted to GGSF in writing, and approved before a change can be instituted. A menu board with pricing of all items for sale must be posted at each food concession location.

Coca-Cola Exclusivity

The 2019 Greater Gulf State Fair is proudly sponsored by **Coca-Cola**. A Coke distributor will be available on the grounds to sell product to all concessionaires before and during the Fair. Only product purchased from the Coke distributor may

be sold to customers. A report of sales will be provided to GGSF office staff daily. Any vendor not purchasing product through GGSF will be charged a \$100 fee each occurrence.

Ice Exclusivity

Any ice purchased to be sold, served, or used on premise must be purchased from GGSF or its designate vendor. GGSF will provide contact information for to concessionaire by October 1, 2019. If Lessee sells, serves, or uses any ice other than designated vendor, this could result in a penalty fee and concessionaire will not be welcomed back to future GGSF. Ice exclusivity is waived if vendor has an ice machine and produces its own ice.

Inspections and Permits

All inspectors, law enforcement officials, Fair management, and Concession and Exhibit Department employees have the right to enter a concession or exhibit booth in the discharge of their duties for the purpose of making any investigation or inspection.

An inspector may cause immediate discontinuance of service to any installation, device, appliance, or equipment found to be dangerous to life or property because it is defective, faulty in design, installation does not meet code, or has been incorrectly installed.

Any booth, operation or business that fails to comply with any environmental, construction industry, safety, or fire code requirements will be subject to immediate closure until compliance is made.

Fair reserves the right to audit the sales of any concession at any time.

Signage

Only professionally painted signs are allowed. No hand painted signs will be permitted. Signs must be professional in appearance, be proportional to the booth size, and be located within the confines of the contracted space. The Greater Gulf State Fair reserves the right to determine the appropriateness of all signage appearance and size.

Sound

Sound systems (loudspeakers, amplifiers, radios, broadcasting devices, music systems, or instruments) are a privilege regulated by the Fair.

Electrical Service

For inside exhibitors, a 110V 20amp electrical service is included upon request with each booth. Please provide your own extension cord. Additional power beyond this limit will be at an additional charge. For outside exhibitors and concessionaires, electrical service is available at the following rates:

- 30amps- \$175.00
- 50amps- \$225.00
- 80amps- \$275.00
- 100amps- \$325.00

Exhibitors and concessionaires are responsible for supplying adequate cords and are responsible for and will be held liable for overload, misuse or damage which results from inadequate power supply and/or cords. The Fair assumes no responsibility or liability for any failure of electrical service of any kind, nor damage to equipment or property caused by drops or increases in power supply, low voltage, power surges, or improperly wired equipment.

The Fair's Electrician has the right to refuse to connect service to a booth that is not safe or wired according to the state building and electrical codes. The electrician shall have access to all concession and exhibit electrical panels upon request. **Under no circumstances shall anyone other than the Fair electrician make electrical connections to distribution panels.**

Fair reserves the right to disconnect and disable any improper electrical connection. All wiring of standard booths must be up to code in the approved wire gauge and breaker size. The Fair electrician will be available to answer any questions.

Water Connections

Water faucets are available on the fairgrounds on a limited basis and in some cases several concessions must share faucets equally.

All hoses in use shall be no less than $\frac{3}{4}$ inches. Hoses shall be run in such a way to avoid crossing pedestrian walkways.

All water lines and waste water lines should be inspected daily for leaks and repaired as needed. Potable water or wastewater is not permitted to run onto the ground. The Fair reserves the right to disconnect defective or damaged hoses.

Sewer/Wastewater Disposal

Wastewater is defined as any and all run-off from dishwashing, soda, beer, ice melt, and any other source of wastewater generated by the food concessionaire's operation.

All wastewater shall be disposed of properly. Do not dump wastewater on asphalt, streets, grass areas, flowerbeds or storm drains.

Drain lines shall not discharge or allow discharge of any wastewater on the ground, around or under buildings or other create a nuisance. Clean up of any accumulation of wastewater shall be the concessionaire's responsibility.

Failure to properly retain food waste that clogs drain lines may result in assessment of drain line cleaning fees. It is recommended that 16-mesh screening be used over drains to trap food waste, which could cause or contribute to clogging of lines in drain outlets or boxes. Any screening provided over drain locations shall not be punctured or removed.

Grease Depositories

Grease shall be disposed of in grease depositories only. Grease depositories will be placed at designated areas on the fairgrounds. Food and liquid waste or garbage is not to be disposed of in grease depositories. This rule will be strictly enforced.

Garbage and Waste

The Fair cleanup crews are not permitted to enter or clean inside any booth. This is the responsibility of the concessionaire and exhibitor. Concessionaires and exhibitors shall furnish their own garbage bags and containers. All refuse shall be placed in plastic bags, tied securely, and disposed of in such a manner as to prevent and environmental hazard or nuisance. Leak proof bags or containers are to be used to dispose of food or liquid waste. All waste, trash and garbage may be placed in designated areas, containers, or dumpsters. Waste materials shall not be placed where they block exits or passageways or in GGSF Midway garbage cans. All vendors are expected to dispose of trash and waste each night before leaving leased area. Anyone in violation of this will be charged \$100 per occurrence.

Golf Carts and Utility Vehicles

The Fair does not lease golf carts or utility vehicles. Golf cart and utility vehicle usage is a privilege granted by the Fair and carries a tremendous responsibility. If the rules are not followed, the golf cart or utility vehicle will be either booted or towed at owner's expense and/or privilege may be revoked without warning.

Any motorized vehicle operated on the fairgrounds must have liability insurance. Golf carts and utility vehicles will be allowed to travel on the Midway until one hour before the Fair opens for business each day and can resume when the nightly "all clear" is given by GGSF staff.

Drivers of golf carts or utility vehicles must observe the following:

- Drivers must be at least 16 years of age and hold a current driver's license
- Must drive in a safe and responsible manner at all times
- Speed is not to exceed 5 mph
- Right of way must be given to pedestrian traffic

Personnel Requirements

Concessionaires and exhibitors assume full responsibility for the character, acts, and conduct of all persons under its employ and direction. Fair reserves the right to remove any person deemed by the Fair to be detrimental to the Fair or the operations of its business.

Intoxication, use of or possession of any controlled substance, or impolite, discourteous, or obscene speech or conduct toward, or in the hearing range of the public will not be tolerated and is grounds for termination of the Space Agreement at the sole discretion of the Fair.

Accommodations

A limited number of RV parking spaces are available on the fairgrounds during the Fair. These locations will be sold and distributed on a first come first serve basis at the rate of **\$35 per camper per night**. RV spaces will be assigned at check in.

Pets

Only qualified service animals and approved livestock or show animals are permitted in exhibit areas of the Fairs.

Prohibited Merchandise and Prizes

The Fair reserves the right to prohibit the sale and display of any product the Fair deems objectionable. It will be the sole decision of the Fair to determine whether an item is offensive or in poor taste. The display, sale, or distribution of weapons (firearms, knives, martial arts items, chains, etc.), toy weapons, fireworks, drug related merchandise or paraphernalia, pornographic materials, offensive wording or graphics of any type is prohibited.

Prize Drawings

The following rules apply to all drawings held at the Fair:

- Participant who decides to hold a prize drawing must list on the space agreement full details of the drawing
- Drawings must be limited to the period of the Fair, unless approved by the Concessions and Exhibits Department
- At the booth where the drawings are entered, a clearly visible sign must be posted to include the following information: 1) Date of drawing, 2) Need to be present to win, 3) No Purchase Necessary, 4) If entrants are subject to sales appointments, calls, and/or contacts.
- The prize must be absolutely free with no additional payment of money or other consideration required by the winner.

Graphic Use

Use of the name Greater Gulf State Fair, Mobile Fair, the Fair's theme, logo, color scheme or any other aspect of the Fair's graphic program is forbidden without the written consent of the Fair. The name and logo of the Greater Gulf State Fair are federally registered and protected trademarks.

Mail

Mail addressed in care of The Greater Gulf State Fair may be picked up at the Main Office Reception Area. Photo ID required. Any mail not picked up by the end of the fair will be Returned to Sender.

Mail should be addressed to:

Exhibitor's Name
Firm Name, Location
C/O Greater Gulf State Fair
1035 North Cody Road
Mobile, AL 36608