

MANATEE RIVER FAIR ASSOCIATION

1402- 14TH AVE WEST

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CPATTERSON@MANATEECOUNTYFAIR.COM

TO: All Inside Exhibitors

DATE: 7/13/18

FROM: Daniel West
Fair Manager

Brian Williams
Chairman-Concessionaires/Exhibits

FAIR OPENING AND DATES

▪ Thursday, January 17 – Sunday, January 27, 2019 11 DAYS

Hours:

Date	Open	Buildings Close	Gates Close
Jan. 17	5:00 p.m.	10:00 p.m.	10:00 p.m.
Jan. 18	5:00 p.m.	10:00 p.m.	10:00 p.m.
Jan. 19	12:00 Noon	10:00 p.m.	10:00 p.m.
Jan. 20	12:00 Noon	10:00 p.m.	10:00 p.m.
Jan. 21	12:00 Noon	10:00 p.m.	10:00 p.m.
Jan. 22	5:00 p.m.	10:00 p.m.	10:00 p.m.
Jan. 23	12:00 Noon	10:00 p.m.	10:00 p.m.
Jan. 24	5:00 p.m.	10:00 p.m.	10:00 p.m.
Jan. 25	5:00 p.m.	10:00 p.m.	10:00 p.m.
Jan. 26	12:00 Noon	10:00 p.m.	10:00 p.m.
Jan. 27	12:00 Noon	7:00 p.m.	7:00 p.m.

▪ Theme 2019: The 2019 Manatee County Fair "It's A Big Deal "

TICKETS & PARKING

Security Entrance Passes are available at a cost of \$25.00 each. Your business may purchase up to 4 of these passes, you may purchase advance tickets at \$7.00 each or purchase tickets at the gate at full price. If you choose to purchase the SEP or advance tickets, you must do so between Jan. 2nd and 16th, during office hours 8a.m.-5p.m.

▪ Reserved parking spaces are available off of 14th Avenue West, in our paid lot, for \$35 for the 11-days – for small trucks and cars, NOT for stock trucks. Please return your request for reserved parking with your contract.

CONTRACT INFORMATION

▪ Contracts are to be signed and returned by our deadline of September 14, 2018. All returned contracts should include 50% of contract price plus \$100 performance deposit. If you left your deposit last year to be carried over, then return your contract with the 50% of contract price (half of the balance due, shown at the bottom of your contract). If

you are not planning to be with us for the 2019 fair, please write CANCEL across your contract and return by the September 14, 2018 deadline.

- **A certificate of insurance with liability coverage of a minimum of \$1,000,000 bodily injury and property damage per occurrence and showing the Manatee River Fair Association and Manatee County as additional insured must accompany contracts.**
- Please be sure that you read the Rules and Regulations supplied with your contract. Items to be noted in the Rules and Regulations are highlighted in Bold Italic.

BOOTH SETUP/TEARDOWN

- Work may begin on your booth Jan. 12 and must be completed by Noon on Jan. 17. Hours to work on booth are: Jan. 12 and 13 from 9:00 a.m. until 4:00 p.m., and Jan. 14, 15 and 16 from 8:00 a.m. until 5:00 p.m. and Jan. 17 from 8:00 a.m. until Noon.
- **Your booth must remain operable through the close of buildings at 7 p.m. on January 27, 2019.** Early breakdown will result in the loss of your security deposit. After the building is emptied and secured you may remain in your booth to breakdown.
- The south exit of the building will be re-opened at 7:30 p.m. and available for you to walk out your supplies or equipment. The building will close at 9:00 p.m. for the night. No vehicles will be allowed on the grounds. We request that you park temporarily for loading on 13th Ave. W. and use Gate 5. After Sunday night there will not be security on the grounds.
- Harlee Building – you may exit through Gate 2
- **Absolutely no hauling of supplies through or across the central fair midway between buildings.**
- Monday, January 28 – the building will be open from 8 a.m. until 3:00 p.m. All items must be removed by 3:00 p.m. All items left in your booth after 3:00 p.m. on the 28th will be disposed of by the Fair staff.

PERFORMANCE DEPOSIT

- Will be held through the Fair and returned upon your request. Requests must be made by 5:00 p.m. on January 26, 2019. Your booth must remain functional until after close of buildings on Sunday, January 27 at 7:00 p.m. or your deposit will not be returned.
- **WRITTEN REQUESTS FOR DEPOSITS** will be accepted through February 1, 2019. Deposits not claimed after this date will automatically be assigned as Fair deposit for your booth in 2020.

If you have a web site or e-mail – let us know.

MANATEE COUNTY FAIR
Palmetto, Florida

FAIR RULES AND REGULATIONS 2019
(For both Inside and Outside Vendors and Concessionaires)

Failure to abide by the following rules and regulations may result in removal of any exhibit, show or concession from the Fairgrounds.

1. Licensees shall comply with all laws and pertinent rules of the State of Florida, all pertinent ordinances of the County of Manatee and the City of Palmetto, as well as the Rules and Regulations governing the Manatee County Fair.
2. Licensor reserves the right to remove from Fairgrounds any exhibit, show or concession, or any part thereof which licensor deems objectionable and no refund of money paid for space will be made, it being agreed if such action is taken, Licensee waives all claims of whatsoever nature against the Licensor, its officers, employees or agents.
3. Deposit shall not be returned if Licensee cancels within THIRTY (30) days prior to fair opening.
4. Any representative of Licensor shall have access to said licensed premises at all times.
5. No dogs are permitted on the Fairgrounds on leash or otherwise. The only exception being police dogs on duty, seeing-eye lead dogs and dogs in scheduled acts, shows or contests. Dogs in scheduled acts, shows or contests must be removed from the grounds immediately following their performance.
6. No alcoholic beverages are permitted on the Fairgrounds.
7. No tent camping will be allowed on the Fairgrounds.
8. Food licensees are required to have workable fire extinguishing systems/fire extinguishers as required by the Fire Marshal at their booths.
9. All decorations are subject to approval by the North River Fire Marshal. *See attached FL Statutes and NFPA Life Safety Code*
10. Food Concessionaires with cooking facilities are required to deposit grease in marked containers placed on the grounds for that purpose. Any concessionaire found putting grease in the drains will be subject to dismissal from the Fairgrounds.
11. Licensor reserves the right to establish prices for sale of all food and drink.
12. Exhibits must remain open every day during regular hours established by Licensor and all exhibits must remain in place until 7:00 p.m. closing night of the Fair.
13. No solicitors or sales people will be allowed to work in the aisles or roadways. Licensee may advertise and display from within Licensee's licensed space only. Licensee may not engage in any activities or demonstrations outside his contracted space.
14. Handing out of any type literature is only permitted inside your booth.
15. No drawing or giveaway may be conducted by Licensee unless permission has been given at the Fair Office. A list of names and addresses of all winners must be turned into the Fair Office at the time of the drawing or giveaway.
16. NO VOICE OR SOUND AMPLIFICATION SHALL BE USED BY LICENSEE. No amateur or professional entertainment shall be used without the consent of Licensor. Such permission, if granted, may be rescinded at any time by the Licensor.
17. Deliveries to Licensee must be made prior to opening of Fair each day, except as allowed for outside vendors as provided herein.
18. Signs used by Licensee must relate to Licensee's name, products or services normally offered by Licensee. Licensee shall not employ or display any signs advertising or promoting vendors or suppliers unless authorized by Licensor. Licensor reserves the right to require removal of unauthorized signs.
19. EXHIBITORS MUST BE IN PLACE AND READY FOR FAIR OPENING NO LATER THAN 4:00 P.M. on THE FIRST DAY OF THE FAIR. Space not ready by that time reverts to Licensor, together with all monies paid by Licensee.
20. **The Licensor requires Licensee to furnish LIABILITY AND PRODUCT INSURANCE coverage by a company or companies in an amount satisfactory to the Licensor. The certificate must provide a minimum limit of liability of \$1,000,000 bodily injury and property damage per occurrence and name The Manatee River Fair Association and Manatee County as Additional Insured for a time from set up until you vacate the Fairgrounds. FOOD CONCESSIONAIRE AGREES TO PROVIDE THE ASSOCIATION A COPY OF PRODUCT INSURANCE.**

21. Licensee agrees to display prices of product being sold in a conspicuous and easy to see location within their booth. Failure to display prices and abide by such prices shall result in Licensee being immediately cancelled and Licensee shall vacate their location and leave the Fairgrounds prior to opening of the next day's fair. **THIS RULE WILL BE STRICTLY ENFORCED.**
22. Licensee is required to keep exhibit space free of trash, paper or refuse of any kind, to be disposed of in a manner indicated or designated by the Health Department and/or Fair.
23. Electrical Rates - Special lighting or power lines for operation of equipment will be charged Licensee at cost of installation and service. This special service will be charged a nominal fee for hookup.
24. All exhibit material and equipment owned by Exhibitor shall be removed from the Fairgrounds by 3 p.m., Monday after the Fair closes. Any materials or exhibits not so removed will be considered abandoned and become the property of the Licensor.
25. All property taken into the Fairgrounds by the Licensee is taken there at the Licensee's own risk, and the Licensor shall not be responsible for any loss due to damage from fire, theft, windstorm, or from any other cause whatsoever, nor for failure upon its part to perform this agreement, should officers of the law, seize, stop or prevent Licensee from operating under the License.
26. Unbecoming conduct to include the use of profane, obscene, abusive or threatening language by Licensee may well be grounds for termination of license agreement and eviction of Licensee from Fairgrounds.
27. **THE LICENSEE AGREES NOT TO SUB-LICENSE ANY PART OF THE SPACE HEREIN STATED, OR TO EXHIBIT ANY MERCHANDISE OR SERVICE OTHER THAN THAT SOLD BY LICENSEE AND SPECIFIED IN THE LICENSE AGREEMENT,** and further agrees that the exhibit shall be of such quality as will not detract from Licensor's Fair or neighboring exhibits. The decision of the Licensor will be final.
28. The Licensee hereby agrees to indemnify and save harmless the Licensor, its agents and employees, from and against all claims, suits actions and damages and/or causes of action arising during the period of use and occupancy by the Licensee from the date of entry upon the Fairgrounds to and including date of departure for any personal injury, loss of life and/or damages of property, including the Licensor's employees or property, sustained in and about the premises or that portion of the building or appurtenances thereto, used by the Licensee, occurring during such time as the Licensee may be using said premises, and from and against all costs, legal fees, expenses and liabilities incurred in and about any action or proceedings thereon, and from and against any order, judgment and/or decrees which may be entered therein when any of the aforesaid are caused by negligence of the Licensee, its agents, subcontractors, or employees, or persons attending the building by reason of the use thereof by the Licensee.
29. Licensor reserves the right to cancel this license at any time for any reason it deems proper. Licensor reserves the right in its sole discretion, to relocate Licensee at any time for better promotion/layout of the Fair.
30. In case of acts of God, exigencies of war, or emergencies, or weather conditions necessitating the calling off of the subject licensed event for the date herein named, the Licensor may revoke this license and refund any monies paid in advance.
31. The Licensee expressly waives any recourse for damages against the Licensor in the event this agreement is revoked or cancelled by the Licensor for violation of any of the provisions hereof.
32. The Manatee River Fair Association strongly suggests that your booth be manned at high traffic times during the Fair for you to achieve maximum exposure for your company. Licensee shall monitor the licensed space daily to make sure that it is kept in good appearance and that all information is restocked.
33. **Controlling Laws:** Any and all provisions of this agreement and proceedings seeking to enforce or challenge any provision of this agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this agreement shall be Manatee County, Florida
34. No tent or roofed structures are allowed in the Exhibit building.

SECURITY - Safety and security is the most important goal of our fair. The rules and regulations are for the benefit of everyone. Fair security will begin 24 hours per day on Tuesday, January 15, 2019 and continue until 9:00 p.m. Sunday, January 27. All bodily injuries, property damage, thefts or vandalism, shall be reported immediately to any security officer, or the Security or Administration Office. Complaints of security personnel should be reported directly to Sheriff Rick Wells, Manatee County Sheriff's Office.

RENTAL CONTRACT - Sign and return the **WHITE** copy with your deposit fee or contract total on or before the **DUE & PAYABLE** date which is found under your contract total. All checks, bank drafts or money orders should be made payable to "The Manatee River Fair Association". **NO SPACE WILL BE HELD FOR THIS CONTRACT POSTMARKED AFTER THAT DATE.** No deposits will be refunded after **December 17, 2018.**

OUTSIDE VENDORS AND CONCESSIONAIRES
ADDITIONAL RULES & REGULATIONS 2019
Concession Superintendents: Daniel West and Brian Williams
Assistant Superintendents: Kris Rickly and Travis Longpre

Failure to abide by the following additional rules and regulations for outside vendors may result in removal of any exhibits, show or concession from the Fairgrounds.

Concessionaires/Vendors: Concessionaires/vendors must supply maximum length/width, complete with any attachments, of unit along with photo of unit. Failure to disclose true measurements will result in space refusal. Only in cases of extreme hardship will units be allowed to move to another space, providing we have sufficient electric and water. Concessionaires are required to list all menu items, per unit, with contract (see Outside Vendor Information Sheet). No substitutions or additions once you arrive on site. Fair Board, after reviewing menus, may ask that you not serve one or more items due to duplication. Concessionaires are required to have trailers washed, waxed or freshly painted with awnings safely secured and/or tents washed with no tears. Concession trailers should have removable or guarded tongues.

TENTS: No driving of stakes allowed on grounds. Tent lines must be secured with concrete buckets or water barrels.

ELECTRICITY - Provisions: Each rental site includes one electrical hook-up, as needed. You must tell the Fair Office your amp requirements, any additional electrical requirements you need that are not listed on the contract will be your sole responsibility. **Requirements:** All cords must be 12-gauge minimum, grounded and approved for use in a wet location and direct contact with the ground. The cord must be the correct size for the proper load. Vendors are responsible for any necessary ground faults. Each vendor should have at least 150' of cord available for hook-up. All installations must conform to the current National Electrical Code. *Sensitive Electronic Equipment:* Although the Fair attempts to maintain 115/208 volts throughout the Fairgrounds, we are subject to unexpected vendor loads and utility fluctuations. The Manatee County Fair is not responsible for failure of any electronic equipment, i.e. computers, due to voltage fluctuations or power failures. **Obtaining Electrical Service:** Upon arrival at the site, you will need to check-in with the Concession Superintendent at the Front Office. An electrician will inspect your rental location to verify proper usage. Priority will be given to food vendors requiring refrigeration. **No power will be supplied prior to 9 a.m. on Saturday, January 12, 2019.**

CREDENTIALS - *Photo ID's are required of all concessionaires and must be worn at all times while serving the public. Concessionaires must provide these ID's for their employees.*

VEHICLES - No vehicle will be allowed to enter the Fairgrounds after 9:30 a.m. on January 17-27, 2019. Any supplies brought in after these hours must be carried onto the grounds. Vehicle stickers allow your stock truck on site and must be securely attached to the left-hand corner of the windshield of the vehicle. Each person in the vehicle must have a ticket or buy one at the gate. Concessionaires should make sure they have their tickets and stickers **BEFORE THE OFFICE CLOSSES AT 5 p.m. ON WEDNESDAY, JANUARY 16, 2019.**

COMMERCIAL DELIVERIES - Deliveries to your concession locations will be permitted during the Fair, January 17-27, 2019, between 6am and 9:30am. All delivery vehicles must enter the Fairgrounds during these hours through Gate #5 (13th Ave.). All delivery vehicles must be off the grounds by 9:30am.

STOCK TRUCK PARKING - Stock Truck Parking on site is very limited and is available on a first-come-first-served basis. The cost of a space is \$100 for the 11-day fair or \$35/day if it is a live-in stock truck. For your convenience an application has been included with your contract. Arrangements may be made for these spaces with the contract deposit or as available after that date. **No concessionaires or their employees shall park their personal vehicles in the stock area.** No live-in vehicles will be allowed at concession sites.

INSURANCE - Premises and products liability is not included in the rental fee. You are responsible to provide evidence of insurance. A Certificate of Insurance must be submitted with your signed contract and deposit or with the balance of your contract fee by December 3, 2018. The certificate must provide a minimum limit of liability of \$1,000,000 bodily injury and property damage per occurrence and name the **Manatee River Fair Association and Manatee County as "Additional Insured"** for a time from set up until you vacate the Fairgrounds.

INSTALLATION AND OPERATION OF CONCESSIONS - Installation may begin on Saturday, January 12, 2019, with a Concession Superintendent available between 10 a.m. and 7 p.m. All concessions must be ready by 4:00 p.m. on opening day, or space will be forfeited. Concessionaires must confine their business to the space designated for them. Each concessionaire will be expected to clean the ground of paper and other debris in the area surrounding their space on an ongoing basis. Each concession must have approved fire equipment designated by the Fire Marshal at the site. Concessionaires must provide their own padlocks for locking their booths during the Fair. All areas must be thoroughly cleaned by the concessionaire immediately following the close of the Fair. It is suggested that concessionaires be in uniform, that males be clean shaven or mustaches/beards neatly trimmed, females with long hair have it pulled back and secured. Concessionaires are required to wear gloves while handling/serving food. If possible, have money handled by one designated cashier that does not also handle food. Concessionaires are required to wash hands with antibacterial soap after handling supplies and before handling food.

OPENING & CLOSING HOURS – *All outside vendors and concessionaires will be open to the public daily according to the fair schedule (see your accompanying letter), from January 17-27, 2019.* Dismantling of concessions may not begin before 7:00 p.m. on Sunday evening, closing day. Concessions must be removed by 3 p.m. Monday (Jan. 28) following the close of Fair.

TAX AND REGISTRATION NUMBER - Unless otherwise exempt, you must have a valid tax number from the State of Florida.

CONCESSIONAIRES

GREASE BARRELS: We ask that all grease from vendors be dumped in the barrels provided by the Fair. There are containers at the southwest corner of the I. H. Stewart building.

PARKING RESERVATION

Manatee County Fair

January 17-27, 2019

Reserved parking spots are available off of 14th Ave. W., in our paid lot, for \$35.00 each for the 11 days of the fair. These are for small trucks and cars, NOT for stock trucks.

Security Passes are required for you and your workers. They are \$25.00 each and are good for the 11 days of the Fair.

Your contract reflects the number of parking and security passes you ordered for last year
- Please return this form if the numbers are different for 2019, along with your payment for parking and passes with your contract, which is due September 14, 2018.

BUSINESS NAME: _____

LOCATION (Inside or Outside) _____

NUMBER OF RESERVED PARKING SPOTS: _____

NUMBER OF SECURITY PASSES: _____