

# PHELPS COUNTY FAIR COMMERCIAL EXHIBITOR RULES AND REGULATIONS

Revised 11/12/15

By signing the 2017 Phelps County Fair Commercial Exhibitor's Contract, you are hereby acknowledging that you have read and agree to all stated rules and regulations of the Phelps County Fair. Violation or non-compliance of these rules will result in the Phelps County Fair's decision to request your immediate removal from the fairgrounds. Such removal will result in the loss of the exhibitor's deposit, and may result in your inability to return in future years. **Exhibitors will be held accountable for all rules outlined below.**

Contact information for the Phelps County Fair Commercial Exhibitor Coordinator

**Mail to:** Phelps County Fair Commercial Exhibitor Coordinator Charles Smith  
P.O. Box 833 Rolla, MO 65402

**Phone Information:** (573) 578-7038 or email: [csmith038@drury.edu](mailto:csmith038@drury.edu)

Fairgrounds Location: 12860 Hwy 63 South  
Rolla, MO 65401

Website: [www.PhelpsCountyFair.com](http://www.PhelpsCountyFair.com)

## **LIABILITY**

1. The commercial exhibitor shall not assign this lease or sublet said space, or any portion thereof for any purpose whatsoever, without the previous written consent of the Phelps County Fair, and any violation of this rule shall forfeit this lease and the privilege sold by this contract.
2. The Phelps County Fair shall not be responsible for any negligence or unlawful acts of the commercial exhibitor or commercial exhibitor's agents or employees.
3. The Phelps County Fair shall not be liable for any injuries, damages, claims, losses, or liabilities suffered or incurred by commercial exhibitor or commercial exhibitor's agents or employees while on the fairgrounds, and commercial exhibitor agrees to hold the Phelps County Fair harmless therefrom.
4. Commercial exhibitor agrees to indemnify the Phelps County Fair from any and all liability; loss or damage the Phelps County Fair may suffer as a result of claims, demands, costs or judgments against it arising out of the actions of commercial exhibitor or commercial exhibitor's agents or employees. A copy of commercial exhibitor's liability insurance naming the Phelps County Fair as additional insured should include the dates August 2, 2017 for the Phelps County Fair and must be on file in the Phelps County Fair Office.

## **DEFAULT**

1. Upon approval of the contract agreement, there will be NO REFUNDS of exhibit fees/deposits. All fees/deposits will be refunded to those applicants whose contract agreement has not been approved.

## **LICENSE AND PERMITS**

1. It will be the responsibility of each commercial exhibitor to comply with all state and local laws, health regulations and fire prevention codes.
2. Each commercial exhibitor must carry liability insurance in the amount of one million dollars, with the Phelps County Fair Board named as the additional insured. For additional insurance

information please call Bill Jenks at Jenks Long Insurance at (800) 492-2017 or (573) 364-1414.

3. A copy or certificate of insurance must be returned with this application or faxed in one week prior to the event. If the Phelps County Fair does not receive these forms, you will not be allowed to set up. Note: Coverage "binders" are not acceptable. An actual policy number must be shown in the certificate for each coverage type. "Pending" is not acceptable. If your renewal period is just prior to August 2017 an updated certificate will be needed reflecting appropriate coverage.

## **LOSS OR DAMAGE**

1. The Phelps County Fair shall not be responsible for any loss or damage suffered by commercial exhibitor or his/her employees or guests from any act of theft, vandalism, accidental injury, or act of God.

## **CONTRACTS**

1. An approved contract copy will be returned to commercial exhibitors indicating that they have been awarded space at the Phelps County Fair. Upon approval of the contract agreement, there will be NO refunds of booth rental fee and electricity fees.
2. Contracts that are not approved will be returned to exhibitor along with fees submitted.
3. Political/campaign organizations are prohibited from handing out yard signs of any kind, as well as walking/roaming the fairgrounds handing out campaign material.
4. Political/campaign materials MUST remain confined to that particular party's assigned booth space.

## **SELECTION/SPACE**

1. The Phelps County Fair reserves the right to assign commercial booth locations.
2. There are two (2) separate buildings and/or areas to be assigned. Space size is 10'x10' inside and 10x12 outside. Building #1 is not air-conditioned and the spots are free (with purchase of season pass). Building #4 is air-conditioned and is rented at a higher fee (with purchase of season pass).
3. The Phelps County Fair reserves the right to decline any application.
4. Phelps County Fair does not promote commercial exhibitors with duplicate products and is not responsible for commercial exhibitors that do attend having duplicate or similar products. No commercial exhibitor will be asked to leave for selling duplicate or similar products.
5. The Phelps County Fair reserves the right to limit the size of your space. If the Phelps County Fair Association determines your space request needs to be altered, you will be contacted prior to the Fair.
6. The Phelps County Fair reserves the right to select commercial exhibitors each year. If you are selected as a commercial exhibitor one year, you are not guaranteed selection the next year.
7. The Phelps County Fair reserves the right to cancel or deny any application by refunding the season pass and electric fee. The only refund will be for denial or cancellation of the application by Phelps County Fair. Checks returned with NSF will automatically cancel application.
8. All commercial exhibitors must be in place and ready for business before 3 pm on Wednesday, August 2, 2017 and must remain intact until 10 pm on Saturday, August 5, 2017.
9. Commercial exhibitors taking down their booth before 10 pm on Saturday, August 5, 2017, without prior approval may result in loss of contract for future fairs.
10. Demonstrating and distribution of material must be confined to the limits of your rented space.
11. Commercial exhibitors will not be permitted to roam the building or grounds selling merchandise or distributing flyers/coupons/ads.
12. Displays should not obstruct neighboring displays or project ahead of neighboring booths. Aisles and pedestrian walkways on the fairgrounds must not be obstructed in any way.

13. Each commercial exhibitor will limit activities and sound to their specific booth space as not to disturb adjoining exhibitors.

## **PETS/ANIMALS**

1. No animals/pets will be permitted in the Commercial Exhibits Buildings or the adjacent areas. The only exception to this will be service animals and security dogs accompanying security personnel.

## **HOURS OF OPERATION**

1. Commercial exhibit hours are as follows:
2. Indoor Booths and Outdoor: Wednesday 4 pm to 10 pm; Thursday 4 pm to 10 pm, Friday 4 pm to 10 pm; Saturday 10 am to 10 pm.
3. During the listed hours, all commercial exhibits must be open and have a representative in the booth. Unmanned booths may result in loss of contract for future fairs.
4. All outdoor booths are required to have lights for the evening hours.
5. No tear down of booths will be allowed before 10 pm on Saturday, August 5, 2017. Failure to comply without prior approval may result in loss of contract for future fairs.
6. All booths/exhibits must be torn down by noon on Sunday, August 6, 2017. All debris must be removed by commercial exhibitor.

## **COMMERCIAL EXHIBITOR RESPONSIBILITY**

1. Vendor must check in at the office upon arrival to receive vendor packet and season passes.
2. All fees must be paid before check in.
3. It is the responsibility of the exhibitor to submit sales tax for any transactions they carry out on the fairgrounds to the state department of taxation. The fair is not responsible for collecting sales tax or any other taxes.
4. Appropriate lighting must be supplied by vendor.

## **BEVERAGES**

1. The Phelps County Fair has an exclusive beverage supplier for all soft drinks, bottled water.
2. Free water or lemonade can be distributed in 6 oz. or 8 oz. paper or plastic cups. No free bottles of water can be distributed.

## **SERVICE VEHICLES/GOLF CARTS**

1. **No vehicles, including golf carts or any type of ATV, will be allowed on the grounds after 3 pm daily**, unless they have prior approval from the Phelps County Fair.
2. Commercial exhibitors can stock/load booths/areas by driving onto the grounds before 2:30 pm. All vehicles must be removed by 4 pm. No vendor may drive onto the grounds after 3 pm to stock booth. There are no exceptions to this rule.
3. Commercial exhibitors will be issued one (1) vendor parking pass for the designated vendor parking area. No additional vendor parking passes will be issued. All other vendor vehicles may park in regular visitor parking.
4. Fair Board members and drink distributors are the only authorized users of golf carts/ATV's on the fairgrounds and have received proper instruction for use.

## **GARBAGE/REFUSE**

1. Vendor should dispose of bulky trash items (such as packaging from supplies) in the large waste container located on the grounds. These items should not be placed in the trash barrels.
2. All commercial exhibitors must keep the space or booth plus the area immediately surrounding the space or booth in a clean and sanitary condition at all times, removing any trash and refuse which may exist.

3. Vendor must not throw any refuse or empty any water or other fluids on the grounds.
4. Personnel must be clean and neatly attired. Persons not complying will be ordered off the grounds.

### **SET UP TIMES**

1. Commercial exhibitor must check in at the office upon arrival to pick up vendor packet including Missouri Sales Tax information.
2. Commercial exhibitor may set up Tuesday, August 1, 2017 between the hours of 10 am and 8 pm, and Wednesday, August 2, 2017, between 7 am and 2 pm. All stands must be set up and ready to open for business before 4 pm on Wednesday, August 2, 2017.
3. To make other arrangements, please contact Charles at 573-578-7038.

### **TEAR DOWN TIME**

1. All stands must remain fully set up and operating during the hours of the fair as listed above.
2. Commercial exhibitor stands must be removed before noon Sunday, August 6, 2017.

### **OVERNIGHT STAY FEE**

1. A fee of \$40.00 will be charged for staying overnight on the fairgrounds.
2. The overnight stay will be from Tuesday, August 1, 2017 through noon Sunday, August 6, 2017.
3. Overnight stay space is very limited and spaces will be assigned. There is no guarantee of electricity. If electricity is available, the Phelps County Fair has the right to limit use.
4. No open flames or fire pits are allowed in the overnight stay area.

### **ADMISSION TICKETS**

1. Commercial exhibitors must purchase at least one (1) season pass to have a booth at the fair.
2. Additional passes may be purchased for \$25 prior to Wednesday, August 2, 2017.
3. All persons entering the fair grounds must present the season pass or purchase a daily pass (\$10 Wednesday; and \$15 each Thursday, Friday and Saturday) to receive a wristband.
4. No one will be allowed to enter the Phelps County Fair without a wristband.

### **PARKING**

1. Commercial exhibitors will be issued one (1) vendor parking pass for the designated vendor parking area. No additional vendor parking passes will be issued. All other commercial exhibitor vehicles may park in regular visitor parking.

### **ELECTRICITY**

1. Each commercial exhibitor must indicate on their Commercial Space Reservation Contract the number of electrical outlets and amps/volts needed.
2. The Phelps County Fair reserves the right to limit the number of outlets.
3. All electrical cords must be certified electrical cords. Cords must be a minimum of 14 gauge with ground plugs. If cords do not meet these requirements, set up will be stopped until this requirement is met.
4. Power cords must be uncoiled while plugged into the power source.
5. Phelps County Fair is not responsible for power surges.

### **SECURITY:**

1. Commercial security will be provided Wednesday night through Saturday at midnight. The Phelps County Fair will not be responsible or liable for any loss or theft.
2. All commercial exhibits must be removed from the Phelps County Fairgrounds by noon on Sunday, August 6, 2017.
3. Doors to the Commercial Exhibit Buildings will be closed and locked at 10 pm nightly.
4. Fire arms are not permitted on fairgrounds property except for law enforcement personnel.

## **FRAUD AND MISREPRESENTATION**

1. Each commercial exhibitor is expected to deal honestly and fairly with fair board members, the public and his/her employees.
2. The Phelps County Fair reserves the right to cancel this contract if in the judgment of the Phelps County Fair the business or exhibition carried on by the commercial exhibitor, or the manner conducting same, is objectionable or not as represented at the time of making of this contract, and to have the property of the commercial exhibitor removed from the Phelps County Fairgrounds, and all payments previously made under this contract shall then be forfeited to the Phelps County Fair.

## **UNSUITABLE PRODUCTS**

1. The Phelps County Fair reserves the right to deny the display and/or sale of items which in the judgment of the Phelps County Fair are inappropriate. If any problem or situation arises that cannot be resolved by the contract agreement, these rules and regulations, the final decision will be made by the Phelps County Fair Board.

## **ADVERTISING**

1. To advertise on the Phelps County Fair web page, please email web master at [director@phelpscountyfair.com](mailto:director@phelpscountyfair.com).

**BUILDING SPACE, SEASON PASS, AND UTILITY FEES ARE NON-REFUNDABLE**