



2019
Commercial and Food Exhibitor
Rules & Regulations

RODEO AUSTIN®
9100 Decker Lake Rd.
Austin, TX 78724
512-919-3000
Last Revised: July 3, 2018

THIS HANDBOOK IS SUBJECT TO CHANGE.

CHANGES FROM 2018

Insurance

- Exhibitors will be required to purchase General Liability insurance through Rodeo Austin's Master insurance policy. (See rule #9)

Food Permit

- Price of food permits have increased to \$257 per permit. (See rule #8)

Re-Stocking Hours

- There is now a designated load/unload zone in Lot A. Exhibitors will have 30 minutes to load/unload items daily. (See rule #28)

Teardown Process

- The process for teardown has been added to the Rules & Regulations. (See rule #39)

Tip Jars

- Cash tips are allowed. Tip jars must be discreet and professionally labeled. (See rule #41)

**RODEO AUSTIN
2019 COMMERCIAL AND FOOD EXHIBITOR
RULES AND REGULATIONS
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**RODEO AUSTIN
SCHEDULE**

Bullet Proof Blowout.....	Friday, March 15
Fairgrounds Opens to the Public.....	Saturday, March 16, 10:00 AM
Livestock Show	Saturday, March 16-Saturday, March 30
Carnival	Saturday, March 16-Saturday, March 30
Shopping, Food and Educational Exhibits.....	Saturday, March 16-Saturday, March 30
100X Dance Hall	Saturday, March 16-Saturday, March 30
Rodeo and Concert	Saturday, March 16-Saturday, March 30
Rodeo Rumble 1K Kids Run	Saturday, March 16
School Tours.....	Monday, March 25-Friday, March 29

COMMERCIAL AND FOOD EXHIBITOR DEADLINES

General applications due to Rodeo Austin office	Monday, October 1
Signed contract and booth deposit due to Rodeo Austin office	30 Days following receipt of contract
Health permit application due to Rodeo Austin office	30 Days following receipt of contract
Insurance due to Rodeo Austin office.....	30 Days following receipt of contract
Final payment on booth space due	Tuesday, January 15

COMMERCIAL AND FOOD EXHIBITOR TIMELINE

Food Exhibitor Move In Begins	Wednesday, March 13, 12:00 Noon
Commercial Exhibitor Move-In Begins	Thursday, March 14, 10:00 AM
Electricity Turned On	Friday, March 15, 12:00 Noon
1 st Golf Cart Safety Training Course	TBD
2 nd Golf Cart Safety Training Course	TBD
Booth Set Up Completed	Friday, March 15, 8:00 PM
Health Department Inspections for Food Exhibitors	Saturday, March 16, 8:00 AM
Commercial/Food Exhibitor Satisfaction Survey due	Saturday, March 30, 5:00 PM
Final Magic Money & Credit Card Count Submitted to Collection Center.....	Saturday, March 30, 10 PM -12 Midnight
Booth Teardown Begins	Saturday, March 30, 12 Midnight
Booth Teardown Completed.....	Sunday, March 31, 5:00 PM

EXHIBITS DEPARTMENT CONTACT INFORMATION

Rodeo Austin
Attn: Exhibits Department
9100 Decker Lake Rd.
Austin, TX 78724
Tel 512.919.3000
Fax 512.919.3005

Hollye@RodeoAustin.com

**RODEO AUSTIN
COMMERCIAL AND FOOD EXHIBITOR
GENERAL RULES**

Rodeo Austin has established rules for Commercial and Food Exhibitors, hereinafter “Exhibitor(s)”, not to prohibit sales, but to allow for a safe and attractive environment for the fairgoer’s experience. The rules and regulations provided are intended to ensure a level playing field for all Exhibitors while providing quality assurance and safety for the public. To achieve success, everyone must understand and follow these rules and regulations.

- 1. Interpretation and Violation of Rules:** Rodeo Austin Management reserves the final and absolute right to interpret these rules and settle and determine all matters, questions and differences in regard thereto or otherwise arising out of or connected with, or incident to, and to amend or add to these rules as its judgment may determine. Any Exhibitor who violates any of the rules will forfeit all privileges and be subject to such penalty as Rodeo Austin may order.

Rodeo Austin shall further have the right to delegate any or all of the rights, authorities and responsibilities which it has under these rules to such show officials as it deems appropriate.

- 2. Application:** Commercial Exhibitor, Food Exhibitor and Mobile Marketing Unit applications are available for download at RodeoAustin.com/get-involved/exhibit/. The general application deadline is October 1, year prior to show. Applications must be submitted to Rodeo Austin, Attn: Exhibits Department, 9100 Decker Lake Rd., Austin, TX, 78724 or via email to hollye@RodeoAustin.com. **Exhibitors must submit a completed and signed application with a current color photo of the exhibit to be considered.**

Approved applications received by October 1, year prior to show will receive preferential placing of available booth space. Remaining booths will be assigned on an as available basis.

- 3. Background Checks and Drug Testing:** Exhibitor operators shall at all times employ only personnel on the Rodeo Austin grounds who conduct themselves at all times in a manner conducive to maintaining a wholesome family atmosphere. Exhibitor operators shall not employ on the Rodeo Austin grounds any person who has been convicted or received deferred adjudication as a sex offender or of any crime related to abuse, assault, or violence against any person except that Exhibitor operators may, on behalf of an applicant or employee, seek an exemption from Rodeo Austin based on the length of time since conviction or other extenuating factors (as outlined below) demonstrating that the individual would not present a risk to Rodeo Austin employees and patrons. Prior to Exhibitor operator personnel arriving on the Rodeo Austin grounds, the Exhibitor operator will have conducted background checks and other measures to ensure compliance with this section. Rodeo Austin reserves the right to audit Exhibitor operator compliance with this provision. If so requested, Exhibitor operator shall secure necessary authorizations for Rodeo Austin representatives to review the results of specific criminal background checks conducted by Exhibitor operator (or their agents) or any other relevant information to ensure compliance.

An Exhibitor operator may appeal, on behalf of an applicant or employee, the disqualification of an individual under these rules and regulations. Such appeal to disqualification must be made in writing to Rodeo Austin and describe the circumstances for which the appeal is made. An appeal request by an Exhibitor operator must be accompanied by all necessary consents, waivers, and/or authorizations required by law prior to submission and consideration of appeal. The Exhibitor operator is solely responsible for acquiring/providing such consents, waivers, and/or authorizations. A properly submitted appeal shall be considered by Rodeo Austin Officers who, upon review, shall make a determination on the particular conviction considering: (1) the nature and gravity of the offense; (2) the time that has passed since the conviction and/or completion of the sentence; (3) other criminal history of the individual; and (4) the nature of the job/position held or sought. The determination of Rodeo Austin Officers shall be final. The Exhibitor remains solely responsible for properly notifying a prospective employee of the decision in compliance with the Fair Credit Reporting Act.

Random drug testing may be required for all Exhibitor personnel and applicants. A person under the influence of a drug on the job poses a serious safety and health risk to the customer and to those who come in contact with

the user. The use, sale, purchase, transfer or possession of an illegal drug or unauthorized or improper use of a legal drug, on the fairgrounds poses an unacceptable risk to safe, healthy and efficient operations.

If any Exhibitor operator, including their associated personnel and employees, refuses to provide evidence of having conducted a background check, or refuses to consent to random drug testing or if any background check or drug testing results do not comply with Rodeo Austin policies and standards, then Rodeo Austin management has the right to require the removal of the Exhibitor operator (and/or their associated personnel, or employees) from the Rodeo Austin grounds and/or revoke the contract and any payments made to Rodeo Austin shall be forfeited.

- 4. Issuance of Rodeo Austin Personnel Identification Badge:** All Exhibitor personnel may be required to have an Official Rodeo Austin ID to work on the Rodeo Austin grounds and the Official Rodeo Austin ID may be required to be worn by Exhibitor operator personnel at all times while on the Rodeo Austin grounds. All Exhibitor operator personnel may be required to provide positive identification before receiving their Official Rodeo Austin ID. In order to obtain the Official Rodeo Austin ID, all Exhibitor operator personnel may be required to sign a release of liability and swear and acknowledge that 1) they have not been convicted or received deferred adjudication as a sex offender or of any crime related to abuse, assault or violence against any person or 2) they have disclosed such conviction or adjudication to their employer (the Exhibitor operator) so that the employer can determine whether to seek an exemption to allow the personnel to work on the Rodeo Austin Grounds. Rodeo Austin shall have the right, at the Rodeo Austin's sole discretion, to prohibit, remove or bar any tenant/exhibitor personnel from the Rodeo Austin grounds.

Rodeo Austin and the Chief of Fairground Safety and Compliance reserve the right to revoke Rodeo Austin Personnel Identification Badge from any Exhibitor operator personnel for any reason. All Exhibitor personnel must be wearing the Official Rodeo Austin Personnel Identification Badge in a visible location at all times. Refusal to display or wear the badge is grounds for removal.

- 5. Photo of Booth Requirement:** Each Exhibitor must provide an exact photo of the booth they intend to bring to the event. Photo must be included in application. Rodeo Austin reserves the right to remove the booth from the premises and revoke the contract if booth does not match photo. Any payments made to Rodeo Austin shall be forfeited.
- 6. Acceptable Items for Sale or Display:** All items to be sold or displayed must be listed on the application when submitted to Rodeo Austin Office. Rodeo Austin Management will review the list and return a copy of the form to Exhibitors with a list of approved items for sale or display if the application is accepted. Once a contract is issued, Exhibitor may not display or sell any additional items without approval from the Exhibits Department. Please be specific on the application. General words such as "handcrafts, t-shirts, sweatshirts, clothing, toys, hats, novelties, gift items, accessories, jewelry, imports," etc. are not acceptable. Additional sheets may be used to describe items if there is not enough room on the Application. Rodeo Austin Management will periodically monitor Exhibitor booths to ensure that only approved items are being sold or displayed. Failure to comply with this rule will result in immediate eviction from the grounds and forfeiture of all fees paid.

Offensive Items: Rodeo Austin Management reserves the right to prohibit the sale, rental or display of any item that Rodeo Austin Management reasonably deems objectionable from the standpoint of taste, quality or compatibility with the Rodeo Austin mission. Some items that will not be considered for sale, give away or rental include but are not limited to: weapons of any kind, lasers, high powered water guns, rubber band guns, toy guns, products made from any endangered animals, unsafe, obscene, pornographic or drug related items.

- 7. Electricity:** It shall be the Exhibitor's responsibility to have a certified electrician inspect and approve their exhibit before arriving on grounds, deeming it to be in full compliance with local, state, and federal codes and safety standards. Personal generators are prohibited for all Exhibitors. Exhibitors are required to have a Rodeo Austin contracted electrician perform all electrical service, connections and disconnections while they are on Rodeo Austin property. Under no circumstance should any person other than Rodeo Austin approved representatives be authorized to access utilities of any kind. Electricity is available at the discretion of Rodeo

Austin Management. Microwaves and coffeepots will not be allowed for any Commercial Exhibitors and electric heaters are not permitted for any Exhibitors.

Electrical Reservation: Wall outlets and post outlets are not part of the booth space. All power requirements must be ordered through the application process. Exhibitors' electrical needs will be determined from the information provided on the application. **Electricity will be turned on at 12:00 (noon) on Friday, March 15.** If upon arrival, Exhibitors' needs have changed or increased, an additional electrical fee will be charged. Electrical costs are as follows:

<u>Amp Circuits</u>	<u>Cost</u>
20	\$60
30	\$80
60	\$100
80	\$120
100	\$140
125	\$200

***Please note that 2000 watts (120 volts) is the maximum usage available in one 20 – 30 amp circuit.** Each Exhibitor can use about 500 watts (approximately 4 amps) at a time on the circuit. Exhibitors with booths requiring more power must purchase more than one allotment of energy. Exhibitors with more than one booth must purchase electricity for each individual booth.

The cost list above includes bringing circuits to the rear of the exhibit booth. Should Exhibitors have additional electrical requirements, Rodeo Austin will provide specific quotes as needed. Changes or additions to electrical request after **January 15, year of show** may not be granted and may incur additional charges. Additional large electrical requests should be scheduled in advance and may not be guaranteed. Commercial Exhibitors in the Exhibit Hall are strongly encouraged to use fluorescent lighting for their booth.

All Food Exhibitors must specify on the Application the type of electricity needed and the length of cable cord they will provide. Rodeo Austin requires that all Food Exhibitors have at least a 100 foot SEOW or SO cable for their hardwire connection.

- 8. Contract Execution:** After October 1, year prior to show, Rodeo Austin will begin acceptance/denial of all applications. If an Exhibitor application is accepted, Rodeo Austin will send the Exhibitor a formal contract for signature. The Exhibitor will have 30 days to sign and return the contract. The signed contract, 50% of the total booth fee, insurance and food permit due must be received by Rodeo Austin within 30 days of receipt of contract by the Exhibitor. The remaining balance is due to the Rodeo Austin office no later than January 15, year prior to show. Applications accepted after January 15, year of show must be paid in full upon receipt of signed contract. Failure to respond by appropriate deadlines will result in cancellation of booth and forfeiture of any deposit. No exceptions.
- 9. Insurance:** Rodeo Austin will provide commercial general liability insurance coverage for all exhibitors under the Master Insurance Policy (the "Policy") carried by Rodeo Austin. Exhibitor shall comply at all times with the provisions of the Policy so that the Policy may be maintained in full force and effect at all times. A copy of the Policy is available for Exhibitor's review upon Exhibitor's request. Included in the initial deposit and first payment is an amount allocable to Exhibitor's pro rata portion of the premium for the Policy, which amount Exhibitor hereby agrees to pay as part of its total fees due (**Pricing is subject to change*). If coverage is unavailable under Rodeo Austin's Policy, or if Rodeo Austin chooses to require Exhibitor to obtain other insurance, the following minimum insurance requirements will apply to Exhibitor:

On an occurrence basis for Rodeo Austin and/or the Events including set up and teardown, and throughout the Term, Vendor will provide, at its own expense, the following types and amounts of insurance. The insurance required shall include a "Separation of Insureds" clause, and the insurer will agree to waive all rights of subrogation against Rodeo Austin, its officers, directors, employees, representatives, agents, volunteers and assigns for claims or losses arising from its actions, performance or obligations under this Agreement. Vendor's insurance will contain an endorsement adding Rodeo Austin, City of Austin, Travis

County and their affiliates, subsidiaries, officers, directors, employees and agents as Additional Insureds in all policies except workers' compensation.

The insurance coverage required shall be as follows:

- i) Commercial General Liability Insurance: Coverage to be on an occurrence basis with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage including: Contractual Liability insuring the obligations assumed by Vendor in this Agreement, Products/Completed Operations, Independent Contractors, Broad Form Property Damage including Completed Operations and Host Liquor Liability.
- ii) Automobile Liability insurance covering all owned, hired, rented and non-owned vehicles used in performance of this Agreement, with combined single limits of not less than \$1,000,000 Bodily Injury and/or Property Damage.

Vendor shall provide Rodeo Austin with evidence of coverage immediately upon execution of this Agreement. All such required insurance shall be in a form reasonably acceptable to Rodeo Austin and shall require the insurer to provide at least thirty (30) days prior written notice of any major reduction, change, or cancellation in coverage. Failure to provide such certificate within a reasonable time or to maintain the insurance coverage specified herein will be deemed a material breach of this Agreement. In the event of any lapse in insurance coverage required hereby, Rodeo Austin will have the right (but not the obligation, and not as an election of remedies) to obtain replacement insurance and Sponsor will be responsible for remitting payment for such insurance.

Required Limits Coverage for Commercial General Liability Insurance

Rodeo Austin requires each exhibitor to carry the following minimum limits of coverage:

The following is a summary of the specifications listed above:

Each Occurrence:	\$1,000,000.00
Damage to rented premises (each occurrence):	\$100,000.00
Personal and advertising injury:	\$1,000,000.00
General policy aggregate:	\$2,000,000.00
Products-completed operations aggregate:	\$2,000,000.00
Automobile liability:	\$1,000,000.00

Certificate Holder:

The Certificate Holder on the insurance certificate provided to the Show by the exhibitor shall be listed as:

Rodeo Austin
9100 Decker Lake Rd.
Austin, TX 78724

Additional Insureds:

The following shall be listed on exhibitor's insurance policy as additional insureds:

- 1. Rodeo Austin
- 2. The City of Austin
- 3. Travis County

Rodeo Austin must receive an Additional Insured Endorsement naming the above or a Blanket Additional Insured Endorsement. Additional insureds listed in notes section of policy certificate are insufficient.

The following cannot be covered under this policy: Medical Tests, Medical Exams, Blood Tests, Body Piercing, Permanent Tattoos, Liquor Stands, Mechanical Rides, Strollers or Wheelchair Rentals, Animal Rides, Animal Acts, Petting Zoos, National Companies/Chain Stores, Motorsport Activities, Haunted House Attractions, Fireworks and Weapons.

10. Booth Staffing Requirements: It is the responsibility of the Exhibitor to ensure that the booth is staffed at all times during the shows hours of operation, please see rule number 27. Booths that do not comply with rule

number 27 will be fined \$500.00 for the first occurrence. Upon a second occurrence that the booth continues to not be staffed properly, Rodeo Austin has the right to revoke the contract and remove the booth from the property. These Exhibitors will not be invited back to future shows.

- 11. Refunds of Booth Fees:** There will be no refunds of booth fees for any reason. No exceptions.
- 12. Customer Refunds:** Rodeo Austin requests that all Exhibitors have a reasonable customer return/refund/exchange policy for customers during the show. If refunds are not offered, signage must be clearly displayed in the exhibit booth/space stating that refunds are not offered.
- 13. Returned Checks:** If a check is returned for any reason, the Exhibitor's check writing privileges will be revoked and a fee of \$50.00 will be charged in addition to the original payment. Any future payments to Rodeo Austin must be done by money order, cashier's check or credit card. Any violation of this policy may result in removal of the conflicting booth from the grounds. Any payments made to Rodeo Austin will not be reimbursed.
- 14. Alcohol:** Unless Exhibitor has a current license authorizing the sale of alcohol and has been approved in writing by Rodeo Austin to conduct limited sales, Exhibitors cannot sell alcoholic beverages at any time. Exhibitors are not allowed to consume alcoholic beverages or be under the influence of alcohol while working on Rodeo Austin property.
- 15. Advertising:** In order to retain consistency and "fairness at the fair", Exhibitors are not allowed to advertise or promote their products in any fairgrounds locations other than the ones designated within the agreement and all business dealings are to be conducted within the space designated within the agreement. Rodeo Austin and any other trademark or artwork used by the fair cannot be used on any products and/or marketing materials such as advertisements promotions, other forms or materials without written consent from the Rodeo Austin Marketing Department.

Use of Name or Official Logo: Exhibitors may not use the official event name, Rodeo Austin or its logo without prior written consent from Rodeo Austin Management. This includes the use of the name or logo for any marketing materials, media, or promotions.

Marketing: In order to promote each Commercial or Food Exhibitor's success, it is requested that a high resolution, digital photo is submitted of the set up/booth, logo and website address. Rodeo Austin has the right to publish the information on the Rodeo Austin website and any other promotional pieces or publications. If the Exhibitor's application is accepted, these materials will be requested when the signed contract with deposit is returned.
- 16. Third Party Relationships:** Exhibitors may not endorse, display, promote or sell any third party relationships. Any violation of this will result in immediate removal of the conflicting booth from the grounds and Rodeo Austin will revoke the contract and any payments made to Rodeo Austin shall be forfeited.
- 17. Pets:** No pets allowed.
- 18. Prohibited Items:** Prohibited items include weapons of any sort, illegal substances, bicycles, motorized bicycles, segways, skateboards, roller skates/blades and pets. No video cameras or recording devices of any kind are allowed in the Rodeo Arena.
- 19. Handguns:** It is unlawful for a person to carry a handgun on this premise, including a person licensed under subchapter H, Ch. 411, Government Code. Violators will be immediately removed from the grounds and legal actions could take place.
- 20. Lighting:** Incandescent bulbs are prohibited in booths located in the Mezzanine and Exhibit Hall. Bulbs that are allowed include LED and twisted fluorescent bulbs.

21. Security: There will be 24-hour roving grounds security throughout the event. According to the terms of the contract Rodeo Austin assumes no responsibility for any items during show hours, any items left before or after show hours, or claims suffered by any loss or theft. Each Exhibitor is responsible for their merchandise.

OPERATIONAL RULES

22. Check In: The following are guidelines put in place to make the arrival and setup of booth space accommodating. All Exhibitors must enter through Gate 1 off of Decker Lane Road.

- Proceed to the Howdy Office accessible through Lot B. **All Exhibitors must check in at the Howdy Office prior to beginning move-in or unloading exhibits/trailers. Exhibitors will be staged until they are released by the Exhibits Department.**
- **Check in will include:**
 - Insurance clearance
 - Purchase additional parking/grounds passes
 - Sign Release of Liability
 - Purchase golf cart registration
 - Pay any remaining balances
 - Exhibitor Packet (Each Exhibitor will not receive the Exhibitor Packet or be able to set up the contracted space without meeting the requirements listed above).
- Exhibits Staff/Volunteers will escort Exhibitors to the purchased location
 - Rodeo Austin Electrician will provide requested electrical needs during setup; Electricity will be turned on at 12:00 noon on Friday, March 15.

Food Exhibitor Move-In Dates: Food Exhibitors may begin booth set-up Wednesday, March 13, at 10:00 AM. Do not arrive on the Fairgrounds prior to 10:00 AM, Wednesday, March 13. Violation of this privilege will result in immediate cancellation of contract and forfeiture of fees paid.

Food Exhibitor set up times:

Wednesday, March 13	10:00 AM – 5:00 PM
Thursday, March 14	10:00 AM – 5:00 PM
Friday, March 15	10:00 AM – 8:00 PM

Commercial Exhibitor Move-In Dates: Commercial Exhibitors may begin booth set-up Thursday, March 14 at 10:00 AM. Please do not arrive on the fairgrounds prior to 10:00 AM, Thursday, March 14. Violation of this privilege will result in immediate cancellation of contract and forfeiture of fees paid.

Commercial Exhibitor set up times:

Thursday, March 14	10:00 AM – 5:00 PM
Friday, March 15	10:00 AM – 5:00 PM

All Exhibitors MUST be completely set-up and approved by 8:00 PM, Friday, March 15.
There will be no additional set-up Saturday.

23. Release of Liability and Indemnity Agreement: All Exhibitors and their staff will be required to sign a “Release of Liability and Indemnity Agreement.” This must be done at time of check in at the Exhibits Office. If additional staff arrives on the grounds after Saturday, March 10, it is Exhibitor’s responsibility to make sure that the staff person comes to the Exhibit Headquarters to sign the “Release of Liability and Indemnity Agreement.” If upon daily inspections a release is not found for a working employee, Exhibitor is subject to a fine of \$100.00 per occurrence per person, and the employee must then sign the Release of Liability Agreement at that time. If on second inspection the Exhibitor is not in compliance with the Release of Liability, the Exhibitor will be escorted from the fairgrounds and forfeit any fees paid.

24. State Sales Tax ID Number: Exhibitors are responsible for displaying their Texas Sales Tax Permit and collecting sales tax on items sold. Permits may be obtained by calling:

- 25. Golf Carts, Scooters and other Motorized Vehicles:** In order to bring a motorized vehicle/cart onto Rodeo Austin grounds, a \$100 permit fee must be paid and a golf cart license must be obtained. Rodeo Austin will host two golf cart safety courses in the month of March. After participating in the course Exhibitors will receive a permit from the Chief of Safety. **(Note: This fee is for the permit only. Rodeo Austin does not supply motorized vehicles/carts)**

The permit must be affixed to the front of the cart prior to use so that it is easily visible. Notice of bringing a motorized vehicle/cart must be given to the Exhibits Department prior to check-in.

1st Golf Cart Safety Training Course TBD, 6:00 PM
2nd Golf Cart Safety Training Course TBD, 6:00 PM

Golf carts are not allowed on the fairgrounds during public hours. Drivers must use the perimeter service roads outlined on the Cart Route Map. This map will be provided during the mandatory training course.

- 26. Parking:** Exhibitors will now park in a designated lot known as “Vendor Lot” located on the west side of the fairgrounds (a map will be provided to contracted Exhibitors). Exhibitors will be required to enter through Gate 3 (Rodeo Austin Main Gate) in order to park in the Vendor Lot. Please see below in #28 for information on purchasing additional parking passes.

- 27. Stock Trailers:** Stock trailers will be staged in Lot A for the duration of the event. Exhibitors may access stock trailers in Lot A by foot at any time, but may use vehicles only during re-stocking hours. Management requests that all empty trailers be removed from grounds throughout the duration of the Show. **There will be no RV’s or overnight camping permitted on the grounds for Exhibitors.**

- 28. Grounds Passes:** Exhibitors will be issued parking and admission passes at check-in. Commercial Exhibitors located in the rodeo arena will receive passes specific to that area.

- Each individual Commercial Exhibits booth receives:
One (1) parking pass for Vendor Lot; Two (2) Season gate admission passes
- Each Food Exhibitor receives:
Two (2) parking passes for Vendor Lot; One (1) Lot A parking pass; Four (4) Season gate admission passes

Additional 15-day gate passes will be sold for \$25.00 each. Additional parking passes will be sold for \$50.00 each and are valid for any of the available G parking lots.

- 29. Hours of Operation:** Failure to comply with this rule will result in immediate eviction from the grounds and forfeiture of all fees paid.

Exhibit Hall, Chow Town, Outdoor and Food Exhibitors located on the Northside of the Fairgrounds must remain open during the following hours:

Saturday, March 16	10:00 AM - 9:00 PM
Sunday, March 17	10:00 AM – 8:00 PM
Monday, March 18	10:00 AM – 8:00 PM
Tuesday, March 19	10:00 AM – 8:00 PM
Wednesday, March 20	10:00 AM – 8:00 PM
Thursday, March 21	10:00 AM – 8:00 PM
Friday, March 22	10:00 AM – 9:00 PM
Saturday, March 23	10:00 AM – 9:00 PM

Sunday, March 24	10:00 AM – 8:00 PM
Monday, March 25	10:00 AM – 8:00 PM
Tuesday, March 26	10:00 AM – 8:00 PM
Wednesday, March 27	10:00 AM – 8:00 PM
Thursday, March 28	10:00 AM – 8:00 PM
Friday, March 29	10:00 AM – 9:00 PM
Saturday, March 30	10:00 AM – 9:00 PM

Outdoor and Food Exhibitors located on the Southside of the Fairgrounds must remain open during the following hours. These hours are subject to change:

Saturday, March 16	10:00 AM – 9:00 PM
Sunday, March 17	10:00 AM – 8:00 PM
Monday, March 18	10:00 AM – 8:00 PM
Tuesday, March 19	10:00 AM – 8:00 PM
Wednesday, March 20	10:00 AM – 8:00 PM
Thursday, March 21	10:00 AM – 8:00 PM
Friday, March 22	10:00 AM – 9:00 PM
Saturday, March 23	10:00 AM – 9:00 PM
Sunday, March 24	10:00 AM – 8:00 PM
Monday, March 25	3:00 PM – 8:00 PM
Tuesday, March 26	3:00 PM – 8:00 PM
Wednesday, March 27	3:00 PM – 8:00 PM
Thursday, March 28	3:00 PM – 8:00 PM
Friday, March 29	11:00 AM – 9:00 PM
Saturday, March 30	11:00 AM – 9:00 PM

Commercial Exhibitors inside the Rodeo Arena, M (100's) must remain open during the following hours:

Saturday, March 16	6:00 PM – 10:30 PM
Sunday, March 17	2:00 PM – 6:30 PM
Monday, March 18	6:00 PM – 10:30 PM
Tuesday, March 19	6:00 PM – 10:30 PM
Wednesday, March 20	6:00 PM – 10:30 PM
Thursday, March 21	6:00 PM – 10:30 PM
Friday, March 22	6:00 PM – 10:30 PM
Saturday, March 23	6:00 PM – 10:30 PM
Sunday, March 24	2:00 PM – 6:30 PM
Monday, March 25	6:00 PM – 10:30 PM
Tuesday, March 26	6:00 PM – 10:30 PM
Wednesday, March 27	6:00 PM – 10:30 PM
Thursday, March 28	6:00 PM – 10:30 PM
Friday, March 29	6:00 PM – 10:30 PM
Saturday, March 30	6:00 PM – 10:30 PM

Mezzanine Exhibitors MUST have all lights out at 6:55 PM (2:55 PM on Sundays) during the National Anthem. Lights may be turned on after the presentation is over.

30. Re-stocking Hours: Commercial and Food Exhibitors are allowed to re-stock their booths from 8:00 AM – 9:00 AM each morning prior to show opening. There is no re-stocking with a vehicle on the grounds outside of these hours. Exhibitors will enter through Gate 3 (Rodeo Austin Main Gate) and use the outer part of the

fairgrounds and will be allowed to enter Lot A to access stock trailer at this time. All vehicles must be removed from inside the fairgrounds after 9:00 AM.

If deliveries are made after 9:00 AM, Exhibitor must make their own arrangements with the company to get items to booth without using a vehicle.

There are designated spaces in Lot A to be utilized for re-stocking throughout the day. Vehicles will not be allowed to enter the grounds after 9:00 AM, however this will enable Exhibitors easier and quicker access of unloading. Exhibitors will have 30 minutes to load or unload and then will be asked to move the vehicle back to the Vendor Lot.

- 31. Special Deliveries:** Exhibitors may ship deliveries to 7311 Decker Lane, Austin, Texas 78724, Lot A. Rodeo Austin Main Office does not accept shipments for Exhibitors. Contact person and booth number must be listed on front of package. No deliveries will be accepted prior to Saturday, March 16. If an Exhibitor needs equipment for deliveries, the Exhibitor should make prior arrangements. Rodeo Austin does not have a shipping and receiving department available for Exhibitor use. Exhibitors must make arrangements for unloading, un-packaging and setup upon arrival.

SAMPLE LABEL: NAME OF EXHIBITOR
 BUSINESS NAME OF EXHIBIT with BOOTH NUMBER
 C/O RODEO AUSTIN EXHIBIT OFFICE/LOT A
 7311 DECKER LANE
 AUSTIN, TX 78724

- 32. Cleanliness of Booth Area:** Each Exhibitor is responsible for maintaining a neat and clean booth area. All garbage, boxes, materials, coverings and non-display items must be removed and all cleaning must be completed at least 30 minutes prior to opening each day. Rodeo Austin will provide trash receptacles throughout the grounds. Contact the Exhibits Coordinator at the Exhibits Office located on the fairgrounds if an area needs to be mopped or a trash receptacle emptied. Please note that individual food exhibitors are not permitted to dump grey water tanks. If a grey water tank needs to be emptied prior to the scheduled service, please contact the Exhibits Coordinator at the Exhibits Office located on the fairgrounds.
- 33. Screens:** Exhibitor booths or stands must have visual screening to hide approved service and storage areas from public view. Screens must be designed to look like the booth. They must be big enough to surround the entire back service and storage area of the booth, stand or trailer. All trailers must have proper skirting around the perimeter to hide the undercarriage, wheels or chassis and trailer hitch.
- 34. Signage:** Each Exhibitor's booth must post a sign, visible to the public, which states the company name, menu (if applicable) and prices. The signs must be of a professional nature. **No handmade signs will be allowed.** Menu and prices may not change once the application has been submitted and approved. Signs must remain in the contracted space.

Each indoor commercial exhibit will be provided a 7"x 44" sign identifying the booth by the contract name. The identification sign provided by Rodeo Austin is a temporary sign only. It is **not** to be used as the professional signage for Exhibitor's booth. A professional sign with Exhibitor's business name must be provided and displayed by Exhibitor.

- 35. Decorating Services:** All indoor booths will be piped and draped by a professional decorator service. Rodeo Austin will provide one draped table and two chairs per booth. Additional draped tables and chairs may be rented directly from the decorator. The fee for additional draped tables will be priced through the professional decorator service.
- 36. Tents:** Outdoor Exhibitors that require usage of a tent will be required to rent a tent through Rodeo Austin. **"Pop-up" or "EZ up" tents are not allowed.** For purchase of tents through Rodeo Austin, please complete the tent reservation section of the application. The tent reservation deadline is December 15, year prior to show. Tents that are reserved after December 15, year prior to show are not guaranteed and could incur an

additional cost. No tents, canopies, awnings or umbrellas are allowed in any buildings. Tents that are part of the Exhibitor's booth that are brought to the event and not purchased through Rodeo Austin must be approved in writing by the Exhibits Coordinator on the application. If the tent photo differs from the actual tent brought to the event, then Rodeo Austin has the right to revoke the contract and any payments made to Rodeo Austin shall be forfeited.

37. EMS Station: The EMS station will be located on the Northside of the fairgrounds.

38. Evaluations: Rodeo Austin strives to produce a quality, attractive and family-oriented event. With this in mind, all booths and stands will be photographed, evaluated and/or audited during Rodeo Austin. Evaluations are based on general appearance of the booth, management practices, personnel and compliance with the rules and regulations.

Commercial Exhibitor

Evaluations will be based on the following, but are not limited to:

- Customer service
- Professional display
- Company name and booth number displayed on booth
- Appropriate paperwork and payments completed in a timely manner
- Operation confined to assigned space
- Conduct of exhibitor and personnel
- Appropriate attire of personnel, staff cleanliness
- Noise level of microphone and amplification devices
- Observation of hours of operations
- Sale and display of approved items only
- Use of professional display furniture

Food Exhibitor

Evaluations will be based on the following, but are not limited to:

- Customer service
- Professional display
- Company name and booth number displayed on booth
- Appropriate paperwork and payments completed in a timely manner
- Operation confined to assigned space
- Conduct of Food Exhibitor and personnel
- Appropriate attire of personnel, staff cleanliness
- Proper clean-up and disposal of waste products and grease
- Professional menu board posted with prices
- Observation of hours of operations
- Sale and display of approved items only
- Observation and compliance with State and Local Health and Safety Codes
- Compliance with all Rodeo Austin currency/Magic Money rules and revenue sharing requirements

39. Show Teardown: All Exhibitors may begin dismantling at 9:00 PM, Saturday, March 30. Exhibitors dismantling prior to this time will be in violation of their contract and not allowed to return in future years. All booths must be removed by 5:00 PM on Sunday, March 31. Items left after this date and time will be disposed of at the discretion of Rodeo Austin Management and additional billing for removal of left over items may occur. It is the Exhibitors' responsibility to make arrangements for teardown, repackaging and shipping of inventory and supplies at the end of the show. Rodeo Austin does not have a shipping and receiving department available for Exhibitor use.

Teardown Process:

Saturday, March 30

- **NO VEHICLES** will be allowed on the grounds until Sunday morning starting at 7:00 AM.
- Exhibitors can begin breaking down their booths once the designated area has closed down.
- Exhibitors will be allowed to cart or carry items to their vehicles once they have broken down for that night.
- Exhibitors will be allowed to bring their vehicles into Lot A once the booth has been broken down completely and Exhibitor is ready to carry items to their vehicle or trailer. Before bringing a vehicle into Lot A, Exhibitor must first get approval from Exhibits Coordinator or a Acts & Exhibits Volunteer.
- Once approved, Exhibitor will be handed a distinct pass with Exhibits Coordinator's signature to indicate that the vehicle has been approved to be moved to Lot A. Place the pass on the dash of vehicle before entering Lot A.
- There will only be up to 15 vehicles accepted in Lot A at a time. If Lot A is full, Exhibitor will be stopped at the entrance and asked to park on the road until space becomes available.

Sunday, March 31

- Exhibitor vehicles will be allowed on property starting at 7:00 AM. Gates will be open and parking at the buildings will be first come first serve.
- Exhibitors have until 5:00 PM to remove all property from the premise.

Check Out: Please complete the Exhibitor Satisfaction Survey and return to Exhibits Office by 5:00 PM on Saturday, March 30.

- 40. Health Code Requirements:** Exhibitors that are selling/sampling food products must meet the Travis County Health Department requirements. It is the Exhibitor's responsibility to inform Rodeo Austin if a Food Permit is required. A Health Permit issued by Austin/Travis County Health & Human Services Department will be required at each location. Food Exhibitors may not operate without a valid permit. Each Exhibitor is responsible for payment to Rodeo Austin of \$257.00 per booth to obtain the Health Permit. Pricing is determined by Austin/Travis County Health & Human Services Department. Should pricing change, Exhibitor is responsible for the difference. The information for the permit must be submitted to Rodeo Austin with the signed contract. Noncompliance with health codes is considered a breach of contract.

The Travis County Health Department will be performing inspections throughout the event.

FOOD EXHIBITOR AND ROTATING FOOD TRUCK SPECIAL RULES

- 41. Magic Money:** All Food Exhibitor transactions with the public will be in the form of Magic Money wristbands provided by Rodeo Austin or credit card machines approved by Rodeo Austin. Magic Money currency is based on a \$1.00 value. **Cash and checks are strictly prohibited as a means of currency exchange for all Food Exhibitors.** For Food Exhibitors operating more than one booth, each Exhibitor must keep Magic Money accounts separate for each contracted booth; there shall be no combining of Magic Money accounts between booths. Any violation of this policy will result in immediate removal of the conflicting booth from the grounds and Rodeo Austin will revoke the contract. Any payments made to Rodeo Austin shall be forfeited.
- 42. Credit Card Machines:** All Food Exhibitors that wish to use credit card machines, iPhone Squares or other mobile phone credit card devices in addition to Magic Money must furnish their own machine(s) and register them with the Rodeo Austin Exhibits Department prior to use. Approved machines will have a registered Rodeo Austin sticker attached to the device. Food Exhibitors are required to turn in the original paper copy of a batch report for each machine and each day of the show even if no sales are made. The batch reports must be in consecutive order, not missing a number or day. iPhone Squares or other mobile phone credit card devices are permitted providing daily batch reports in consecutive order, not missing a number or day are turned in at time of Magic Money and Credit/Debit redemption. All discrepancies will be decided at the discretion of Rodeo Austin Exhibits Department. Any violation of this policy will result in immediate removal of the conflicting

booth from the grounds and Rodeo Austin will revoke the contract. Any payments made to Rodeo Austin shall be forfeited.

- 43. Tips:** Tips may be accepted. If Food Exhibitor chooses to have a tip jar it must be discreet and professionally labeled.
- 44. Lease Agreement:** The lease agreement for Food Exhibitors at Rodeo Austin is based on a minimum booth payment versus a percentage of gross sales. The minimum booth payment is a guarantee to Rodeo Austin, determined within the lease agreement and will count towards the Food Exhibitor's revenue share with Rodeo Austin.
- 45. Revenue Sharing:** All Food Exhibitors will operate under a revenue share agreement with Rodeo Austin. The deposit will be applied as a credit towards the Food Exhibitor's revenue share with Rodeo Austin. Rodeo Austin will deduct revenue from Food Exhibitor's gross sales after taxes, when 20% of gross sales after taxes exceed the minimum booth payment. 20% of Food Exhibitor's gross sales after taxes will be retained by Rodeo Austin. 80% of Food Exhibitor's gross sales after taxes will be returned to Food Exhibitor.

Example: Gross Sales After Taxes: If Food Booth A remitted a \$5,000.00 minimum booth payment prior to the show then generated total gross sales of \$30,000.00 during the event (including sales tax), then \$28,903.00 (\$2,286.37 to pay towards taxes & \$26,616.63 Gross Sales) will be credited and returned to Food Booth A and \$1,097 will be retained by Rodeo Austin.

Gross Sales:	\$30,000.00
Taxes on Gross Sales:	<u>(\$2,286.37)</u>
Total Gross Sales After Taxes:	\$27,713.63= (\$30,000/1.0825)
20% of Gross Sales After Taxes:	\$5,542.73 (\$27,713.63 * 20%)
Minimum Booth Payment:	<u>(\$5,000.00)</u>
Total paid to Rodeo Austin above Minimum Booth Payment:	\$542.73

- 46. Magic Money/Credit Card Reconciliation Schedule:** Each Food Exhibitor must turn in credit card sales daily for the previous day's sales, March 17 – 30. Magic Money sales will be automatically generated. To ensure a timely and efficient process for reconciling, a scheduled time will be assigned and given in your Exhibitor packet.

On the final day, sales on Saturday, March 30, will be reconciled beginning at 9:00 PM on a first come first serve basis.

The reconciliation office is located conveniently within the Carnival main gate. Reconciliation will be handled by Rodeo Austin's contracted personnel, Crabtree Amusements. Each Food Exhibitor/Attraction provider will be required to sign a form stating they agree to the reconciliation daily. Payment will not be issued until the Food Exhibitor/Attraction provider has agreed in writing to the reconciliation. At this time payment will be made to the Food Exhibitor/Attraction provider.

- 47. Trailers/Trucks:** All Food Exhibitors must have trailers/trucks as follows:
- A. All booths will be four sided, constructed of metal, vinyl or wood.
 - B. All booths will be in excellent condition.
 - C. Items stored within booth must be stored in an orderly and attractive manner.
 - D. All items must be stored within booth. Exceptions would include approved items (deemed "approved" by Rodeo Austin Management) such as cooking pits or tanks. These items need to be located at the back of the booth and be professionally screened from the public.

Food Exhibitors may request a written exemption from Rodeo Austin during the application process.

- 49. Water:** All Food Exhibitors must have water available for any patron that requests it. No booth may refuse to give water to anyone asking for water, nor may they charge for the water (bottled water excluded).
- 50. Pouring Rights:** In the circumstances that Rodeo Austin has sold sponsorship rights to a beverage company, all Food Exhibitors are required to honor the agreement by restricting the beverages sold in their booth to the agreed upon sponsor brand. This agreement also is to be honored as to size of container, type of container, signage and pricing. Rodeo Austin retains the right to require the Food Exhibitor to purchase supplies from Rodeo Austin designated sources. Food Exhibitor shall solely be responsible for such cost. Violation of the agreement will result in cancellation of contract with no refund.
- 51. Trans-fat free oil:** Rodeo Austin would like to encourage all Food Exhibitors to move towards a healthier presentation by switching to trans-fat free oil. Rodeo Austin asks Food Exhibitors use trans-fat free oil, though this is not a requirement.
- 52. Lighting:** All trailers must have shatter proof lighting. All trailers will be inspected by the Chief of Fairgrounds Safety and Compliance before being opened to the public.
- 53. Rotating Food Trucks:** Rotating Food Trucks are subject to the General Rules as well as Operational Rules. Participants are responsible for knowing and complying with all Rules of this Event.
- **Credentials:** Food truck Exhibitors who are contracted will receive one parking pass for Lot A and two general admission passes per food truck. Additional passes are available to be purchased.
 - **Food Permit/Health Code Requirements:** All food truck Exhibitors are required to have a valid Mobile food permit through the City of Austin. If Exhibitor does not have a valid Mobile food permit then a Temporary Event Food Permit is required to be purchased through Rodeo Austin (price for permit varies depending on how many days are planned to participate). The information for the permit must be submitted to Rodeo Austin with the signed contract. Noncompliance with health codes is considered a breach of contract.
 - **Parking Food Trucks:** Food trucks will be required to remain parked in contracted location for the duration of contracted days.
 - **Revenue Share:** All Rotating Food Truck Exhibitors will operate under a 25% revenue share agreement with Rodeo Austin. The deposit will be applied as a credit towards the Food Exhibitor's revenue share with Rodeo Austin. Rodeo Austin will deduct revenue from Food Exhibitor's gross sales after taxes, when 25% of gross sales after taxes exceed the minimum booth payment. 25% of Food Exhibitor's gross sales after taxes will be retained by Rodeo Austin. 75% of Food Exhibitor's gross sales after taxes will be returned to Food Exhibitor. See Rule 45 for example.