

RODEO  AUSTIN **2024**

COMMERCIAL & FOOD VENDOR HANDBOOK



GROWING THE NEXT GENERATION...IT'S IN OUR ROOTS!

We are Rodeo Austin, a not-for-profit that provides real experiences and gritty fun to raise millions for Texas kids. Since 1938, we've been a mission with a rodeo that has brought heritage, entertainment, and a family friendly atmosphere to our community. With over four hundred thousand visitors a year, Rodeo Austin is one of Austin's largest events. The Rodeo Austin community impact stretches far beyond our annual ProRodeo. We create scholarships, enhance agricultural education, and provide various opportunities for youth to succeed. Rodeo Austin is a year-round nonprofit funded by a month-long real western experience held every March. Rodeo-goers get to do things they can do nowhere else including a ProRodeo, one-of-a kind concerts, carnival and a livestock show - all while raising millions for Texas kids.

Contact

Exhibits and Attractions Coordinator

Mariah James

512-919-3040

Mariah.James@rodeoaustin.com

Mailing and Physical Address

9100 Decker Lake Road

Austin, TX 78724

INTERPRETATION AND VIOLATION OF THE 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 Vendor who violates any of the rules will forfeit all privileges and be subject to any 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.

GENERAL RULES

Rodeo Austin has established rules for Commercial and Food Vendors, hereinafter "Vendor(s)", not to prohibit sales, but to allow for a safe and attractive environment for the fairgoer's experience.

ALCOHOL- Rodeo Austin strictly prohibits the consumption or distribution of alcoholic beverages within or from exhibit spaces during operating hours, move-in, or move-out. Notwithstanding other provisions included in this Handbook, violation of this rule could result in immediate termination of the exhibitor's lease agreement, requiring the exhibitor to vacate leased space and forfeit all monies paid to date.

PROHIBITED ITEMS

Weapons of any sort	Balloons
Illegal Substances	Drones of any kind
Bicycles	Lasers and laser pens
Motorized bicycles	Live animals, fish, and reptiles
Segways	Pets
Pornographic materials	Alcoholic beverages
Products made from endangered animals	Tobacco products
Tattoos or body piercing products or services	
Merch containing inappropriate slogans, graphics, or suggestive sexual connotation	

MEZZANINE VENDORS - Commercial Vendor invited to exhibit on the rodeo Mezzanine will be limited to select products. No vendor booths with MLM (multi-level-marketing) or consultants of products will be permitted without a sponsorship through Rodeo Austin. **No video cameras or recording devices of any kind are allowed in the Ludecke rodeo area**

PETS - Pets are not allowed on Show grounds. This rule will be strictly enforced and applies to all exhibitors and their employees as well as Show visitors. Exceptions are granted for service dogs that are individually trained to do work or perform tasks for the benefit of an individual with a disability.

DRAWINGS AND GIVEAWAYS - Lead taking, prizes, or give-away drawings for prizes by the vendor which require the patron to submit name, mailing address, email address, and phone number to be eligible must be approved by Rodeo Austin's Exhibit Coordinator by submitting a Procedure Approval Form. The vendor will assume responsibility for the delivery of prizes. Lead slips may ask name, address, email, phone number, and product-related questions ONLY. Violations of this provision will make the vendor liable to expulsion from Rodeo Austin and confiscation of lead slips and forfeitures of all monies paid.

APPLICATION

Commercial Vendor, Food Vendor and Mobile Marketing Unit applications are available for download at www.RodeoAustin.com/get-involved/exhibit/. Vendors must submit a completed and signed application with a current color photo of the exhibit to be considered.

SPACE CHANGE REQUEST - Requests will be considered based on space availability, longevity as an exhibitor in our Show, quality of your booth presentation, adherence to Show policies and proximity to like exhibitors. If we are able to accommodate your request, we will notify you by email prior to finalizing the move or expansion. If we are not able to accommodate your request, we will keep your request on file in case additional space should become available closer to the event. In all cases, the exhibitor will be contacted prior to the move and all options discussed before a final decision is reached.

CONTRACT

Invitations to participate as a commercial exhibitor at Rodeo Austin are issued on an annual and case by case basis. Space, location and size is subject to change at the sole discretion of the Show. Exhibitors who receive an invitation to participate must complete the annual lease agreement and return it by the due date. Only complete lease agreements will be accepted.

The deposit (50% of overall lease) must accompany the lease agreement, and the full balance must be paid in full by the date specified in the contract; extensions to pay the lease fees will not be granted.

Exhibitors are required to: 1. Execute the online lease agreement. 2. Complete or update all contact information. 3. Provide accurate and complete product information. Failure to meet the annual deadlines for submitting required forms and payment may result in forfeiture of the invitation. Partial or invalid payment (e.g., a returned check or declined credit card) may result in forfeiture of the invitation.

INSURANCE - Rodeo Austin will provide commercial general liability insurance coverage for all Vendors under the Master Insurance Policy (the "Policy") carried by Rodeo Austin. Vendor 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 Vendor's review upon Vendor's request. Included in the initial deposit and first payment is an amount (\$115.00) allocable to Vendor's pro rata portion of the premium for the Policy, which amount Vendor hereby agrees to pay as part of its total fees due (*Pricing and policy are subject to change). If coverage is unavailable under Rodeo Austin's Policy, or if Rodeo Austin chooses to require Vendor to obtain other insurance, Rodeo Austin will provide a detailed description of required limits coverage for Commercial General Liability Insurance.

REFUNDS , RETURNED CHECKS, RELEASE OF LIABILITY & INDEMNITY AGREEMENT

REFUNDS OF BOOTH FEES - There will be no refunds of booth fees for any reason. No exceptions.

RETURNED CHECKS - If a check is returned for any reason, the Vendor'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 or cashier's check. 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.

RELEASE OF LIABILITY & INDEMNITY AGREEMENT - All Vendors and their staff will be required to sign a "Release of Liability and Indemnity Agreement." This must be done at time of check in. If additional staff arrives on the grounds after the vendor move in date, it is Vendor's responsibility to make sure that the staff person comes to the Exhibits Office to sign the "Release of Liability and Indemnity Agreement." If upon daily inspections a release is not found for a working employee, Vendor 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 Vendor is not in compliance with the Release of Liability, the Vendor will be escorted from the Fairgrounds and forfeit any fees paid.

BACKGROUND CHECKS AND DRUG TESTING - Vendor operators shall employ only personnel on the Rodeo Austin grounds who conduct themselves in a manner conducive to maintaining a wholesome family atmosphere. Vendor 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 Vendor 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 Vendor operator personnel arriving on the Rodeo Austin

grounds, the Vendor operator will have conducted background checks and other measures to ensure compliance with this section. Rodeo Austin reserves the right to audit Vendor operator compliance with this provision. If so requested, Vendor operator shall secure necessary authorizations for Rodeo Austin representatives to review the results of specific criminal background checks conducted by Vendor operator (or their agents) or any other relevant information to ensure compliance.

A Vendor 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 a Vendor operator must be accompanied by all necessary consents, waivers, and/or authorizations required by law prior to submission and consideration of appeal. The Vendor operator is solely responsible for acquiring/providing such consents, waivers, and/or authorizations. A properly submitted appeal shall be considered by Rodeo Austin's Chief Operating Officer 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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.

MOVE IN LOGISTICS

GETTING HERE - All vendors will enter through Gate 1 located off Decker Lane to begin the check-in process. The gate address is 7311 Decker Ln., Austin, TX 78724.

CHECKING IN - Upon arrival, vendors will proceed to "Paradise Alley", which is the next entrance just past Lot B. All Vendors must check in at the Acts & Exhibits box prior to beginning move-in or unloading trailers. Vendors will be staged until they are released by the Exhibits Department.

CREDENTIALS - Vendor packet and credentials will be given to Vendor once the following has been completed:

- Insurance clearance
- Purchase additional parking/grounds passes
- Sign Release of Liability
- Purchase golf cart registration (food vendors only)
- Pay any remaining balances

TRAILER PARKING - On-site stock trailer parking will be provided to vendors. Once the trailer is ready to be parked, a member of the Exhibits Committee will assist Vendor in parking the trailer.

GENERAL PARKING - Vendors will park in a designated lot known as "Vendor Lot" located on the west side of the Fairgrounds. If assigned a parking permit for a different parking area or lot, vendors must comply and park according to their parking credential.

MOVE IN SCHEDULE - Move-in times have been carefully scheduled to provide Vendors with maximum set-up time and ease of entry. Please do not arrive on the Fairgrounds prior to 10:00AM unless otherwise directed. Commercial Vendor move in dates will be March 5th and 6th. Food Vendor move in will be March 4th, 5th, and 6th. **This schedule is subject to change.*

All Food and Commercial Vendors must be set-up and approved by 8:00PM, Wednesday, March 8th. There will be no additional set-up on Thursday, March 9th or Friday, March 10th.

VENDOR HOURS OF OPERATION

Failure to comply with the following hours of operation may result in immediate eviction from the grounds and forfeiture of all fees paid. If weather dictates a change of hours, vendors will be notified via email by the Exhibits Coordinator about the change.

MEZZANINE:	Monday-Saturday	6:00PM - 10:30PM
	Sunday	2:00PM - 6:30PM
GENERAL STORE:	Sunday-Thursday	10:00AM – 8:00PM
	Friday & Saturday	10:00AM - 9:00PM
OUTDOOR VENDORS:	Sunday-Thursday	10:00AM – 8:00PM
	Friday & Saturday	10:00AM - 9:00PM
FOOD VENDORS:	Sunday-Thursday	10:00AM – 8:00PM
	Friday & Saturday	10:00AM - 9:00PM

OPERATIONS

ELECTRICAL - It shall be the Vendor'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 Vendors. Vendors 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 coffee pots will not be allowed for any Commercial Vendors and electric heaters are not permitted for any Vendor.

All power requirements must be ordered through the application process. Vendors' electrical needs will be determined from the information provided on the application. **Electricity will be turned on by 12:00 (noon) on Wednesday, March 6th.** If upon arrival, Vendors' needs have changed or increased, an additional electrical fee will be charged.

RESTOCKING - Commercial and Food Vendors 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. Vendors will enter through Gate 1 (located on Decker Ln.) and will be allowed to enter Lot A to access stock trailer at this time. All vehicles must be removed from inside the Fairgrounds at 9:00 AM. If deliveries are made after 9:00 AM, Vendor 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. Vendors will have 30 minutes to load or unload and then will be asked to move the vehicle back to the Vendor Lot.

WIFI - Wi-fi will be provided by Rodeo Austin, with the cost included into the Vendor booth space fee. Rodeo Austin does not guarantee the quality or availability of service and encourages Vendors to provide their own hot-spot or cell service to support their internet needs at the event.

LARGE ITEM PICK-UP - Vendors selling large or heavy items (i.e. furniture or large art) should coordinate with the Acts & Exhibits Committee regarding a plan for assistance to accommodate customers with their purchases. Items that are too large to be transported off the Fairgrounds during operating hours can be scheduled for pick up during restocking hours 8 AM – 9 AM.

PARKING - Vendors will park in a designated lot known as “Vendor Lot”. Vendors will be required to enter through Gate 3 (Rodeo Austin Main Gate) in order to park in the Vendor Lot. If assigned a parking permit for a different parking area or lot, vendors must comply and park according to their parking credential.

STOCK TRAILERS - Stock trailers will be staged in a designated area for the duration of the event. Vendors may access stock trailers by foot at any time and 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 Vendors.**

GROUNDS PASSES - Vendors will be issued parking and admission passes at check-in. Commercial Vendors located in the rodeo arena will receive passes specific to that area.

Each individual Commercial Vendor booth receives:

- One (1) parking pass for Vendor Lot; Two (2) Season gate admission passes

Each Food Vendor receives:

- Two (2) parking passes for Vendor Lot; One (1) Lot A parking pass; Four (4) Season gate admission passes

All of these are different for outdoor/indoor/food vendors

Additional 16-day gate passes will be sold for \$30.00 each. Additional parking passes will be sold for \$50.00 each.

BOOTH DESIGN GUIDELINES

Composition, Appearance, Accessibility, Advertising, Signage, Maintenance and Prohibited Items

OVERVIEW - All booths will be evaluated and photographed during the event to identify if vendors have met and maintained the Event's standards of presentation. The results of the evaluation will be considered when offering invitations to future shows. Generally, the evaluations are based on booth appearance throughout the event, management and personnel practices, and compliance with the rules and regulations. Any booth found not in compliance or found to be offering merchandise or food products outside of their approved category will be in violation and immediate measures will be taken to remedy the violation. This will include removal of the unapproved merchandise, as well as non-renewal of an invitation to participate in future events.

BOOTH COMPOSITION

DO

- Provide a professional sign with your booth name.
- Hide storage boxes and extra inventory out of public view (extra storage space will not be provided.)
- Provide a clear return/refund policy for customers.

DON'T

- Exceed a 10' boundary including signs, props, mannequins, boxes, décor, etc.
- Affix your booth to any walls, columns, poles, or other permanent building structures.
- Advertise above neighboring booth spaces, i.e. face all signage in toward your booth space only.

APPEARANCE, ACCESIBILITY & AUDIO VISUAL

APPEARANCE - If an item does not relate to Vendor's specific theme or product, does not enhance the appearance of the vendor space, or is not for sale, it does not belong in view of the public (ex: boxes, containers, fans, food, soda cans, TVs, etc.).

ACCESIBILITY - Merchandise, displays, fixtures, signs, or any other property of the Vendor may not extend into the aisle. All elements of the booth must be contained within the marked space. Vendors who have a space that is accessible from two aisles must leave at least 50% clearance on all sides to allow patron access.

AUDIO VISUAL - Booth sound of any kind must be kept at a level that does not interfere with neighboring Vendors. If there is a discrepancy, the Exhibits Coordinator may determine the sound level

or require removal of the sound for the duration of the Event. Video monitors and televisions that enhance and aid in the presentation of products will be allowed with the Exhibits Coordinator's approval. Viewing ballgames, TV shows, movies, etc. will not be permitted.

Microphones will not be permitted. "Hawking" or calling customers over to booth is prohibited. Exceptions must be submitted via letter to the Exhibits Coordinator. Any approved microphone use will be subject to sound monitoring.

INSIDE THE BOOTH

SIGNAGE - Each Vendor'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 vendor will be provided a 7" x 44" sign identifying the booth by the contract name. This sign is a **temporary sign only**. It is **not** to be used as the professional signage for the Vendor's booth. A professional sign with the Vendor's business name must be provided and displayed by the Vendor.

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.

TEMPERATURE - Rodeo Austin will make every effort to ensure all building temperatures are set at a comfortable level. Vendors located near entry and exit doors should be prepared for outside conditions, i.e., wind, cold, and heat. Rodeo Austin is not responsible for loss of goods or products due to the temperature in any of the buildings on grounds.

ADVERTISING - In order to retain consistency and "fairness at the fair," Vendors 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 with 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: Vendors 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 Vendor'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 promotional pieces or publications. If the vendor's application is accepted, these materials will be requested when the signed contract with deposit is returned.

MAINTENANCE

CLEANING - Each Vendor is responsible for maintaining a neat and clean booth area. All garbage, boxes, materials, coverings and non -display items must be cleared at least 30 minutes prior to opening each day. Rodeo Austin will provide trash receptacles throughout the grounds. Contact the Exhibits Coordinator if an area needs to be mopped or a trash receptacle emptied. Please note that individual Food Vendors are not permitted to dump grey water tanks. If a grey water tank needs to be emptied prior to scheduled service, please contact the Exhibits Coordinator.

CORDS & HOSES - All cords and hoses in areas open to foot traffic must be covered with rubber floor molding or securely taped down and approved by Rodeo Austin's Chief of Fairgrounds.

DISPLAY & MERCH - Vendors shall provide adequate props to merchandise booth in an attractive manner. Displays and fixtures must be structurally sound and secure. The Exhibits Coordinator may require alteration of booth displays if they are deemed unsafe.

BOOTH OPERATION GUIDELINES

STAFFING - Booth owner shall ensure that all employees staffing the booth are familiar with the products and services being sold as well as the rules and regulations in this handbook. Any situation occurring in a Vendor's booth or involving a Vendor's employee requiring the attention of the Exhibits Coordinator will be documented as an incident and may directly affect the owner. Vendors are responsible for any claims, liabilities, and actions relating to the conduct of their personnel. All booth personnel are required to have a release of liability submitted to the Exhibits Coordinator and can be found in the vendor packet received at check in or at the Exhibits Office.

SMOKING AND ALCOHOL - Smoking is prohibited in all indoor venues. This includes the use of e-cigarette and vaping devices. Unless Vendor has a current license authorizing the sale of alcohol and has been approved in writing by Rodeo Austin to conduct limited sales, Vendors cannot sell alcoholic beverages at any time. Vendors are not allowed to consume alcoholic beverages or be under the influence while working on Rodeo Austin property.

CONDUCT - Rodeo Austin promotes equal opportunities and participation with no distinctions based on race, color, gender, sexual orientation, religion, disability, national origin or other considerations. Notwithstanding other provisions included in this Handbook, violation of this policy could result in immediate termination of the vendor's lease agreement, requiring the vendor to vacate the leased space and forfeit all monies paid to date.

DONATIONS & TIP JARS - Solicitation of donations are not allowed in any Vendor booth. Tips are not allowed at any Vendor's booth with the exception of Food Vendors.

THIRD PARTY RELAIONSHIPS - Vendors 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 lease agreement and any monies made to Rodeo Austin shall be forfeited.

DRESS - Special dress or attire is not required; however, all vendors should be dressed appropriately, tastefully, and professionally for the role they are performing on grounds.

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.

SERVICE ANIMALS - Service animals are defined as dogs (or miniature horses when reasonable) that are individually trained to do work or perform tasks for persons with disabilities. Such animals are welcome in areas where the public is normally allowed to go. Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the service animal through voice, hand signal, or other effective controls. All service animal pet waste must be disposed of properly. All other animals, including comfort animals, emotional support animals, and therapy animals are prohibited.

CHANGE - (Commercial Vendors Only) Please come daily with sufficient change. Rodeo Austin will not have the capability to provide change, and there is no facility on the fairgrounds that can assist with providing change.

SUBLEASING - Vendors' assigned space is for their sole, exclusive, and personal use. As such, vendors are not allowed to sublease or allow any person or business to use the contracted space.

RETURNS & REFUNDS -To maintain good relations with the public and promote customer service, Rodeo Austin does not support or condone a “No Refund” policy. Vendors are encouraged to set a reasonable Return/Refund and Exchange Policy for use during and after the Event.

WEATHER - Regardless of the weather, all booths are to remain open during the posted hours of the Event. Vendors located outdoors should make provisions to protect their set-up and stock from the sun, wind, inclement weather, flooding, etc. If weather dictates a change in operating hours, vendors will be notified via email by the Exhibits Coordinator.

STATE SALES TAX ID NUMBER - Vendors are responsible for obtaining and displaying their Texas Sales Tax Permit and collecting sales tax on items sold.

GOLF CARTS AND MOTORIZED VEHICLES - (Food vendors only) 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 (dates TBD).

LIGHTING - Incandescent bulbs are prohibited in booths located in the Mezzanine and Exhibit Hall. Bulbs that are allowed include LED and twisted fluorescent bulbs.

TENTS - Outdoor vendors 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 rental 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.

SHIPPING

If vendor needs equipment for deliveries, the vendor should make prior arrangements. Rodeo Austin does not have a shipping and receiving department available for Vendor use and Vendors must make arrangements for unloading, unpacking and setup upon arrival. The Acts and Exhibits committee will make every effort to drop off packages at vendor booths as they arrive in a timely manner unless they require special handling.

In order to increase efficiency and accuracy, vendors MUST address all packages according to the reference below. If a package is not addressed properly, the likelihood of the item being lost is high.

Packages that are addressed to vendor's personal name will be much harder to identify and may cause delay in process.

C/O EXHIBITS COORDINATOR

NAME OF VENDOR

BUSINESS NAME OF VENDOR AND BOOTH #

7311 DECKER LANE

AUSTIN, TX 78724

FOOD VENDORS

TRUCKS AND TRAILERS - All booths will be four sided, constructed of metal, vinyl or wood. All booths will be in excellent working condition. Items stored within booth must be stored in an orderly and attractive manner. All items must be stored within booth. Exceptions would include approved items (deemed "approved" by Exhibits Coordinator) 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.

LIGHTING - All trailers must have shatterproof lighting.

LEASE AGREEMENT - The lease agreement for Food Vendors 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 Vendor's revenue share with Rodeo Austin.

WATER - All Food Vendors 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).

TRANS-FAT FREE OIL - Rodeo Austin would like to encourage all Food Vendors to move towards a healthier presentation by switching to trans-fat free oil. Rodeo Austin asks Food Vendors use trans-fat free oil, though it is not a requirement.

POURING RIGHTS - In the circumstances that Rodeo Austin has sold sponsorship rights to a beverage company, all Food Vendors 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 Vendor to purchase supplies from Rodeo Austin designated sources. Food Vendor shall solely be responsible for such cost. Violation of the agreement will result in cancellation of contract with no refund.

HEALTH CODE REQUIREMENTS - Vendors that are selling/sampling food products must meet the City of Austin/Travis County Health Department requirements. It is the Vendor's responsibility to inform Rodeo Austin if a food permit is required.

- A Health Permit issued by City of Austin/Travis County Health & Human Services Department will be required at each location.
- Food Vendors may not operate without a valid food permit.
- Noncompliance with health codes is considered a breach of contract.
- The City of Austin/Travis County Health Department will be performing multiple inspections throughout the event.

Food Permit Pricing is determined by the City of Austin/Travis County Health & Human Services Department and is subject to change. Should pricing change, Vendor is responsible for the difference.

MAGIC MONEY - All Food Vendor transactions with the public will be in the form of Magic Money cards provided by Rodeo Austin or credit/debit cards 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 Vendors.** For Food Vendors operating more than one booth, each Vendor must keep Magic Money accounts separate for each contracted booth; there shall be no combining of Magic Money accounts between booths. Magic Money scanner pick up and drop off at the beginning and end of the event from the carnival office is solely the responsibility of the food truck vendor.

DEBT/CREDIT CARDS - All Food Vendors that wish to use credit card machines, Square, Clover or other mobile phone credit card devices in addition to Magic Money must furnish their own machine(s) and register them with Rodeo Austin Exhibits Department prior to use. Food Vendors 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 a day. All discrepancies will be decided at the discretion of Rodeo Austin Exhibits Department.

REVENUE SHARING - All Food Vendors will operate under a revenue share agreement with Rodeo Austin. The deposit will be applied as a credit towards the Food Vendor's revenue share with Rodeo Austin. Rodeo Austin will deduct revenue from Food Vendor's gross sales after taxes once 25% of gross sales after taxes exceeds the minimum booth payment. Rodeo Austin will retain 25% of Food Vendor's gross sales after taxes and 75% will be retained by Food Vendor.

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 \$28,071.59 (\$2,286.37 to pay towards taxes and \$27,713.63 Gross Sales) will be credited and returned to Food Booth A and \$1,928.41 will be retained by Rodeo Austin.

Gross Sales: \$30,000.00
Taxes on Gross Sales: (\$2,286.37)
Total Gross Sales After Taxes: \$27,713.63 = (\$30,000/1.0825)
25% of Gross Sales After Taxes \$6,928.41 (\$27,713.63*25%)
Minimum Booth Payment: (\$5,000.00)
Total paid to Rodeo Austin above Minimum Booth Payment: \$1,928.41

MAGIC MONEY/CREDIT CARD RECONCILING

Food vendors will reconcile daily. Each Food Vendor is responsible for compiling sequential credit card receipts that must be emailed or given to the Exhibits Coordinator nightly or by 8:00AM the following morning. Vendors will be paid by Rodeo Austin via check at the end of the event. If the Vendor owes Rodeo Austin money, payment in the form of checks, cash or credit cards will be accepted.

The daily settlements will be emailed to each vendor daily once all debit/credit card receipts have been received. The vendor will need to review the settlement and respond with a confirmation of agreement on the Settlement. If there is a question of concern, the settlement will be reviewed and sent back to Vendor addressing the concern or issue.

MEDICAL, SECURITY, AND EMERGENCY RESPONSE

MEDICAL - The EMS station is located on the Northside of the Fairgrounds near the Beer and Wine Garden. This station provides minor and emergency medical attention to patrons, vendors, and contestants visiting the event. In the event of an emergency, please notify any of our staff or police personnel in your area to ensure that appropriate emergency personnel are notified and dispatched.

SECURITY - The show will provide 24-hour limited security from the time Vendors arrive on the Fairgrounds until they leave the premises. **However, Rodeo Austin is not responsible for any claims of damages or theft.** Incidents of theft, loss, or damage should be reported to the Exhibits Coordinator on the same day of the occurrence. If the incident occurs late at night, it is the Vendor's responsibility to make a report the following day as soon as they arrive to the Fairgrounds.

While Rodeo Austin provides reasonable security in all retail areas, additional security or safekeeping of the Vendor's inventory, merchandise, goods, displays, and other items is the sole responsibility of the

Vendor. Please make sure that the booth is staffed with the appropriate number of people to deter shoplifting, especially on heavy traffic days. Vendors should take measures to secure the booth overnight. For issues regarding security concerns or theft the phone number for Police dispatch is: 512-919-3050.

EMERGENCY PLAN - Rodeo Austin has an Emergency Plan that includes protocols for fire, bomb threats, explosion, severe weather, accidents and catastrophic events. Threat assessments are conducted each year with local authorities which include fire, police and FBI. As each situation will be different, Rodeo Austin's CEO, and/or President will work with Rodeo Austin's Chief of Security to determine the appropriate action. The CEO and/or President will assume the responsibility for coordinating emergency actions with the Chief of Security. In any case, a designee may act with the authority of the named position or officer stated in this plan. In the event an emergency situation is observed by a vendor, the vendor should immediately inform Police. The Chief of Security will notify the CEO and/or the President.

Phone number for Police dispatch is: 512-919-3050

Rodeo Austin has a communication plan for emergency situations. Information to the news media or the public concerning emergency activities will be released by the Marketing Department at the direction of the CEO and/or the President. In regards to social media, Vendors should be mindful that they are representatives of Rodeo Austin, and as such they should be careful not to speculate on facts or provide eyewitness accounts on their social media pages. Instead they should use their social media influence to direct friends and followers to the official statement on the Rodeo Austin website (www.rodeoaustin.com) and official social media outlets (www.facebook.com/rodeoaustin).

By signing this contract, you agree to adhere all policies and standards set forth in this handbook.