



VENDOR RULES & REGULATIONS

1. Management: The word “Management” as use herein shall mean the Somervell County Expo Center Special Events Director, the Somervell County Expo Center Business Manager, and the Somervell County Expo Center Event Assistant.

2. Eligible Exhibitors: Only the exhibitor whose name is on the contract may set-up in said booth rented for said event. No exhibits and/or advertising will be allowed to extend beyond the inside booth space, outside booth space, and/or Stall Barn stall booth space allotted to the Exhibitor, or above the back and/or side rails. Attaching anything to the Somervell County Expo Center property ie; walls, floors, ceilings, doors, signs, ect., is strictly prohibited unless in written agreement with Management. Power cords that are stretched across the Somervell County Expo Center floor will need to be taped down in a safe manner for pedestrian’s safety. In the event that Management doesn’t agree with the performance of the tape and cord, then said Exhibitor will remove and make just with Somervell Expo Center Management. All tape and residue will be removed once the cord is off of the floor following removal of exhibit is solely the Exhibitors responsibility, if not a cleaning charge will be charged to the Exhibitor for the cleaning of residue. Exhibitors will keep to their own booth space. Gossip among Exhibitors will not be tolerated with any concessions. Agreements between Somervell County Expo Center, Managements, and Exhibitor are strictly between said parties. Conflicts between Exhibitors will be taken to Management and may be refused further exhibits at future events. Management reserves the right to approve all exhibitors.

3. Right of Management To Restrict Exhibit: Management reserves the right to restrict any exhibit which, because of noise or other reason, may become object able, and also reserves the right to prohibit or remove any display which, in the judgement of the Management, may detract from the general character of the Somervell County Expo Center. This reservation includes persons, things, conduct, printed material or anything of a character that might be detrimental to the Somervell County Expo Center as a whole.

4. Cancellation/Refund Policy:

For cancellations, the following rules apply:

- Cancellation must be received by Management in writing via postal mail or email by 12:00pm 48 hours prior to first day of said event at the below addresses. If in compliance then Exhibitor’s check or cash paid will be fully refunded within 7 business days of the first business day after the close of the said event.

- Postal Address:

P.O. Box 8
202 Bo Gibbs Blvd.
Glen Rose, TX 76043

- Email Address: expevasst@co.somervell.tx.us.

5. Limitation Of Liability: Exhibitor agrees to indemnify and hold harmless Somervell County Expo Center, Somervell County, Somervell County Expo Center Management, and their officers, agents, and employees, against all claims, losses, suits, damages, judgements, expenses, costs and charges of an kind resulting from it occupancy of the space herein contracted for by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others. Somervell County Expo Center in its whole shall not be held

responsible for loss or damage to displays or goods belonging to the Exhibitor, resulting from fire, storms acts of God, air-conditioning/heating failure, theft, pilferage, mysterious disappearance, bomb threats, or any other causes. All such items are brought to the Somervell County Expo Center grounds, and displayed Exhibitor's own risk and should be safeguarded at all times. Somervell County Expo Center and the Management shall bear no responsibility for damage to the Exhibitor's property, or lost shipments either coming in or going out, or for moving costs. Damage to inadequately packed property is the Exhibitor's own responsibility. If Exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space costs. Exhibitor is hereby advised to insure against these risks.

Exhibitor agrees that Somervell County Expo Center and Management shall not be responsible or liable in any way in the event any errors or omissions are occurred in said events promotional material.

6. Booth Space: Reservations for all booth spaces will be opened the 1ST of the month prior to the month the event is in. Example; the event is moving in May 29th, vendors can start sending applications and payment for their reservations starting April 1st. All booth spaces are on a first come first serve basis. No booths will be reserved for one exhibitor for more than one event at a time. To reserve booth space a full application for said event must be completed and returned to the Somervell County Expo Center Office, and full payment of rental booth space. Somervell County Expo Center and its Management reserve the right to choose if a vendor needs to be in which designated exhibit area, and/or booth space.

- The contract agreement is between Somervell County Expo Center and the Exhibitor, no third party agreements. An official representative from the exhibiting company must compete and sign the contract.
- Move-in date and times for said event will be specified on the vendor application for said event. Late move-ins will not be accepted. It is the responsibility of the Exhibitor to make sure they cooperate with move-in rules.
- Exhibitors will be able to park to unload in a reasonable manner close to building entrances for 45 minutes total for the unloading/loading of Exhibitor's merchandise. If you are waiting to unload the Exhibitor is asked to not block any parking lot entrances or Expo Center doors. It is the Exhibitor's responsibility to maintain integrity when dealing with other Exhibitors while unloading/ loading and/or waiting to unload/load. In the event that Somervell County Expo Center, Management, staff, city/county police departments, and or city/county fire departments asks the Exhibitor to move their vehicle from the loading zone Exhibitor must do so in a timely manner or may be towed at the Exhibitor's expense.
- Keep all fire lanes clear at all times for immediate use by emergency vehicles.
- Parking lot is full attendees and exhibitors parking only. Parking lot is not to be used as an exhibit space without written consent from Management.
- Exhibitor agrees to have his/her booth and displays cleaned and otherwise put in order before the start of the said event.
- Exhibitor shall not injure, mar, or in any manner deface the floors, walls, fixtures, or any part of the building. If the Exhibitor, its agents, servants, or guests, shall cause, by any act of omission or commission, anything to be whereby the premises shall in any manners be injured, marred, or defaces, the Exhibitor shall pay to Somervell County Expo Center such sum as may be necessary to restore the premises to their previous condition.
- Exhibitor agrees that there will be no visual projection on walls, ceiling, or connector, unless already in written agreement with Management.
- Somervell County Management reserves the right to cover any products not in compliance with the terms of this contract or remove such products from the floor at the Exhibitor's expense.
- Decisions of Management shall in all instances be final with regard to use of any exhibit space.
- Somervell County Expo Center will not be held responsible for voltage fluctuation or power failure.
- All material and equipment's furnished by Somervell County Expo for any services shall remain the property of the Expo and it shall not be removed except by Expo staff.
- No alcoholic beverage will be allowed in or out of the Somervell Expo Center building. It is a violation of our TABC license. Management reserves the right to inspect coolers that are inside our walls.
- NO open flames are allowed in the building. Candles will not be lit at any time.
- Tents/canopies shall be no larger than 10'x10', unless written consent is given by management.
- Black powder is strictly prohibited inside the building.

- Display vehicles must obtain written permission from Management. Such vehicles must conform to State, County, and Federal fire codes.

These rules apply to all liquid or gas fueled vehicles, boats, or motor craft:

- Fuel in tanks shall not exceed one-eighth of a tank.
- Fuel tanks and fill openings are closed and sealed to prevent tampering.
- Vehicles, boats, or other motor craft equipment shall not be fueled or defueled within any of the Expo buildings.
- Batteries shall be disconnected.

7. Booth Sharing: Exhibitor shall not share its space, or any part thereof, with any other person, entity, or organization.

8. Safety And Fire Laws: All applicable fire and safety laws and regulations as directed by the Somervell County Expo Center must be observed by the Exhibitor. Exhibitors must strictly comply with all Federal, State, and Municipal fire codes which apply to places of public assembly. Aisles and fire exits must not be blocked by any exhibits.

9. Exhibitor Relocation By Management: Management reserves the right to relocate Exhibitor in booths other than those specified if in the best interest of the Somervell County Expo Center.

10. Personnel And Attire: Management reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interest of the Exhibitors and the Somervell County Expo Center. Further, Exhibitor expressly agrees that their booth will be staffed during open hours of said event. If booth is not staffed to full completion of the open hours of said event, Exhibitor will be given one warning. Upon second warning Exhibitor may be banned from future events.

11. Exhibitor Conduct: The distribution of samples, souvenirs, publications, etc., or other sales materials or sales promotion activities must be conducted by Exhibitor only from within their booth unless otherwise authorized in writing by Management. Exhibitor shall not use roving exhibit or personnel. The distribution of any articles that interferes with the activities or obstructs access to neighboring booths, or that impedes aisles, is prohibited. Exhibitor presentations/demonstrations are to be conducted within the assigned exhibit space and encroaching on the aisle or neighboring exhibits. It is the responsibility of each Exhibitor to arrange display, product presentation/demonstration are to ensure compliance. The Exhibitor shall conduct and operate their exhibit so as not to annoy, endanger, or interfere with the right of the other exhibitors or visitors. Any practice resulting in complaints from any other Exhibitor or visitor which, in the opinion of Management, interferes with the rights of others or exposes them to annoyance or danger, may be prohibited by Management.

12. Tips/Gratuities: Exhibitors are not to give tips or gratuities to any employees of Somervell County Expo Center.

13. Insurance: Exhibitor shall procure their own commercial general liability insurance.

14. Damages/Claims: All damages and/or claims that occur on site must be reported to Management prior to leaving the Somervell County Expo Center grounds.

15. Failure Of Exhibitor To Occupy Sublicensed Space: On failure of Exhibitor to occupy sublicensed space, Management shall have the right, if it so elects, and without notice, to occupy, or cause to be occupied, said space in such manner as Management shall deem best for the Somervell County Expo Center. Exhibitor, however, remains liable for any loss suffered by such failure to occupy space.

16. Intellectual Property: Exhibitor and attendees are required to respect all intellectual property rights of products associated with the said event. If Exhibitor is found to be in violation of the rights either by displaying a product in violation or intellectual Property Rights or by seeking to procure information infringing on established rights by others, Management reserves the right to hear and mediate claims therein resulting in the expulsion of the violators from the premises, and future events.

17. Amendment To Rules: Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. Management shall have full power in the matter of interpretation, amendment, and enforcement of all said rules and regulations, and that any such amendments, when made and brought to the notice of the said Exhibitor, shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.

18. Default: If Exhibitor defaults in any of their obligations or covenants under the contract, including without limitation any Exhibition Rule or Regulation promulgated pursuant to the contract, Management may, without notice, terminate the agreement and retain all monies received on account as liquidated damages. Management may thereupon direct Exhibitor forthwith to remove, employees, agents, or servants, and all of their articles of merchandise and other personal property from the space contracted for and from the Somervell County Expo Center property.

19. Agreement To Rules: Exhibitor, their employees, and representatives, agree to abide by all Rules and Regulations, including building rules and regulations, as well as display rules and regulations, as outlined in this document. If Exhibitor breeches any of its obligations or covenants under this document, including without limitation any Exhibition Rule and Regulations, Management may, without notice, terminate any agreement and retain all monies received on account as a liquidated damages; and direct Exhibitor to removes it employees, agents, or servants and all of its articles of merchandise and other personal property from the Somervell County Expo Center property; and prohibit Exhibitor from any future events; and any other remedy available in law or equity.

Good for one year from signature date, unless Management chooses to update and/or amend.

PRINT- VENDOR BUSINESS NAME

PRINT- VENDOR OWNER NAME

SIGN- VENDOR OWNER NAME

DATE

SOMERVELL COUNTY EXPO REPRESENTATIVE

DATE