

PO Box 2255, Victoria, Texas 77902 <u>www.victorialivestockshow.com</u> October 23, 2023

Dear Commercial Exhibitor,

Welcome to the 2024 Victoria Livestock Show Commercial Exhibits program! Your business/organization will play an integral role in entertaining our approximately 12,000 guests over 5 days.

All exhibitor packages must be received by January 31, 2024. Before submitting your package, please review all information included with this document. Items that must be included with your application are listed below. Incomplete applications will not be considered for booth placement.

Please submit your application to: Commercial Exhibits Chair

Victoria Livestock Show

P.O. Box 2255

Victoria, TX77902-2255

Receipt of the required items does not guarantee the applicant commercial exhibit space. If you are selected for the 2024 Show, you will be notified. If your request is declined the rental fee will be returned to you. Please answer all questions completely. Available spaces will be offered first to past Victoria Livestock Show Commercial Exhibitors and the remaining spaces will be assigned upon receipt. If your contract and money is not received by the specified date (January 31, 2024), there will be a \$50 late fee.

If there is anything I can do to help you, please feel free to contact myself or **Wesley Schmidt** at **361-433-2008** 

Sincerely,

Missy Sappington Commercial Exhibits Chair 361-655-6347 vlsexhibits@gmail.com

# 78th ANNUAL VICTORIA LIVESTOCK SHOW

## FOOD VENDOR HANDBOOK

February 21st – February 25th, 2024

Victoria Community Center 2905 E. North Street Victoria, Texas77901

> Missy Sappington Commercial Exhibits Chair vlsexhibits@gmail.com (361) 655-6347

Wesley Schmidt Food Vendor Co-Chair (361) 433-2008

#### www.victorialivestockshow.com

Rules and dates subject to change and revision.

Please refer to most current information on our website.

### **VICTORIA LIVESTOCK SHOW**

P.O. BOX 2255 VICTORIA TX 77902

#### **GENERAL INFORMATION**

#### 2024 IMPORTANT DATES AND TIMELINE

The following information is due in the Victoria Livestock Show (the "Show") offices on or before the specified dates. Please note other important timeline information.

<u>Date</u> <u>What is Due</u>

**January 31, 2024** Executed 2024 Commercial Exhibits Contract with completed

Exhibitor Information Form, list of merchandise to be sold and

payment in full.

**January 15, 2024** Deadline to submit request for variance.

**February 21, 2024** Scheduled move-in for Food Vendors. Wednesday, February 21<sup>st</sup>

at 8:00 AM (See "OUTSIDE FOOD VENDORS - ADDITIONAL"

below.)

**February 21, 2024** Open to the public.

**February 25, 2024** Close at 6 p.m. Move-out begins per move-out procedures.

**OUTSIDE FOOD VENDORS**- All spaces outside (15'x30' each) will be provided with electricity and water. Please see page 6 for additional electricity information.

#### RESERVATION INFORMATION

Reservations will be taken by the Commercial Exhibits Chairman. All correspondence, requests for information, reservations, contracts, documentation, and payments should be directed as follows:

Attn: Commercial Exhibits Chair

Victoria Livestock Show

P.O. Box 2255

Victoria, Texas 77902-2255

Telephone reservations and information may be obtained at:

Phone: (361) 655-6347 – Missy Sappington

Email: <a href="mailto:vlsexhibits@gmail.com">vlsexhibits@gmail.com</a>

Commercial Exhibit Space will be rented first to returning 2023 Victoria Livestock Show Commercial Exhibitors; thereafter space will be rented on a first come, first served basis. Reservation request conflicts will be resolved by the Commercial Exhibits Program Chair or his/her authorized Representative.

Telephone reservations will be accommodated by the Victoria Livestock Show Commercial Exhibits Program Chair. Reservations for the commercial exhibit space will not be confirmed unless a signed Commercial Exhibitor Contract and payment in full are received by the Commercial Exhibits Program Chair, no later than ten (10) calendar days after the date of reservation. If the signed Contract is not returned within ten calendar days following the issuance, the reservation is automatically void.

#### **CANCELLATION TERMS AND CONDITIONS**

#### **MORE THAN 30 DAYS PRIOR TO EVENT**

Cancellations for rentals of commercial exhibit space or portion thereof will result in refund of monies paid by Commercial Exhibitor less a 10% cancellation fee.

#### LESS THAN 30 DAYS, BUT NOT MORE THAN 15 DAYS PRIOR TO EVENT

Cancellations for rentals of commercial exhibit space or portion thereof will result in refund of monies paid by Commercial Exhibitor less a 50% cancellation fee.

#### **LESS THAN 15 DAYS PRIOR TO EVENT**

Cancellations for rentals of commercial exhibit space or portion thereof will result in 100% forfeiture of rental fee including any deposits or applicable late fees.

#### **PAYMENTS AND FEES**

#### **PAYMENTS**

Payments are accepted in the form of Personal or Corporate Check, Cashier's Check, Money Order, Cash, or Credit Card. Personal checks are accepted only from the Lessee's personal or business account and only up to 30 days prior to the first day leased as stated on the Rental Contract.

Postdated and third-party checks are not an acceptable means of payment.

Payment of Contract total (exhibit space fee(s) plus deposit) is required within 10 days of the reservation date. If no advance reservation is made, the total exhibit space fee is due when submitting an executed contract requesting available space. If space is not available, said payment will be refunded to the requesting exhibitor.

Contracts issued for space within 15 days of the first reserved day of said event, must be paid in full within 10 calendar days of the issuance of the contract. Payments within the 15-day limit will be accepted in the form of Cashier's Check, Money Order or Cash only.

#### RETURNED CHECKS/INSUFFICIENT FUNDS

Any check returned for any reason non-paid from the bank will result in a \$35.00 handling fee. Checks must be picked up and paid for by Cashier's Check, Money Order or Cash. Such occurrences will result in future rental payments being accepted only by Cashier's Check, Money Order or Cash.

#### **HELPFUL INFORMATION**

#### **ATM**

An ATM is located within the facility and shall be free of charge to the Commercial Exhibitors. Transaction fees may be assessed to individuals using the machine.

#### **FIRST AID**

In the event of an emergency, the first responder should call 911, if needed.

#### **SECURITY**

The Show will provide 24-hour <u>limited</u> security beginning at 6:00 p.m. on Wednesday, February 21, 2024, continuing throughout the Show, and ending Monday, February 26, 2024, at 8:00 a.m. The Victoria Livestock Show <u>is not</u> responsible for stolen or damaged merchandise, displays, etc.

Please make sure your assigned area is staffed with the appropriate number of people to deter any shoplifting. If you notice any missing or damaged items, contact the VLS Office, inform them of the nature of the problem, and request a security officer's assistance. Please report thefts.

The Information Office may be reached at vlstreasurer@gmail.com

#### **CHECK-IN PROCEDURES**

All commercial exhibitors <u>MUST</u> check with the Commercial Exhibits Program Chairperson prior to beginning move-in or unloading exhibits. Commercial exhibitors should expect the following to happen during check-in:

- 1. Exhibitors will provide the name, local address, and telephone number of the person in charge of the exhibitor
- 2. Copies of any permits or licenses that have not been received by the Commercial Exhibits Program Chairman must be submitted before setup can begin.
- 3. Exhibitors receive their exhibitor packets, which include the grounds passes and other important Show information.
- 4. Exhibitors will have the opportunity to purchase additional exhibitor admission passes at a cost of \$10.00 each.
- 5. Beginning Thursday, February 22, 2024, vendors will be required to park in the designated parking areas. (See Victoria Livestock Show Grounds Map)

## **OPERATIONS**SALES TAX

Exhibitors are required to charge the appropriate sales tax on all sales and comply with all reporting requirements.

#### PARKING/ADMISSION PASSES

The Victoria Livestock Show does not charge for parking during the event. However, an admission fee of \$5.00 per person is charged. Proceeds from the admission fees collected fund our Scholarship Program.

Each commercial exhibitor will receive two (2) admission passes, good from February 22, 2024, through February 25, 2024, per exhibit space leased. Additional admission passes may be purchased for \$10.00 each from the Commercial Exhibits Program Chair at Check-In.

Parking is limited, and passes do not guarantee access to parking. Exhibitors may not duplicate or sell assigned admission passes under any circumstances. Any exhibitor who violates this, risks losing their invitation to future Shows. All admission passes are non-transferable. Credential duplication is strictly prohibited.

If an admission pass is found that is not assigned to you, it must be immediately turned into the Commercial Exhibits Program Chairman or Assistant Chairman.

#### **OUTSIDE FOOD VENDORS - ADDITIONAL**

- 1. <u>Vendors will need to line up at the gate between the Community Center and the VLS Hall BEFORE 8:00 AM on Wednesday February 21, 2024, to be moved into spaces for setup. We do not save spots. You will be placed in the order that you line up at gate.</u>
- 2. Water connection will be provided; Vendors will need to provide their own hoses to connect to water.
- 3. Electricity, 1- 20 AMP 120V Duplex Receptacle will be provided per Vendor. Additional electricity, a fee of \$20.00 for 20 AMP Duplex will be charged, 30 AMP 120V will be fee of \$30.00 and 50 AMP 220V will be fee of \$40.00. Use of Vendor generators is prohibited.

  No extension cords or water hoses will be provided if needed. Recommend Vendors mark cords and hoses with their name.
- 4. Wastewater tote(s) will be provided for all liquid waste. There will be no spilling or dumping of water, grease, or other substance on the grounds.
- 5. Vendors will place all trash in dumpsters provided not 55-gallon trash cans.
- 6. Vendors will be provided (2) Parking Spaces directly behind their booth. No campers will be allowed.
- 7. A Food Service Permit from Victoria County Health Department is required for each vendor.
- 8. Food Vendors have option to open for service on Wednesday, February 21, 2024, and have the opportunity to stay open until Monday February 26, 2024, at 4:00 PM for the Victoria Livestock Show Auction.

#### LEGAL AND ENFORCEMENT SUMMARY

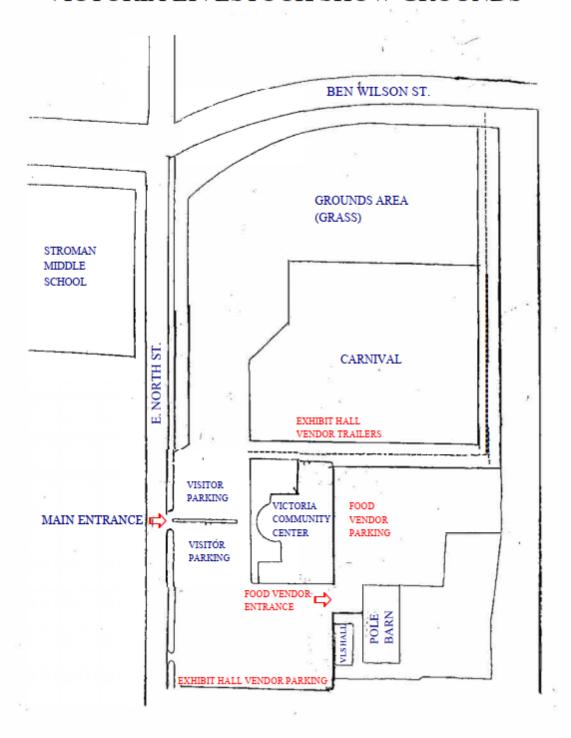
Commercial Exhibitors shall comply with all city, county, state, and federal laws, and with regulations pertaining to the Victoria Livestock Show and Victoria Community Center. The Exhibitor is responsible for informing personnel of the Victoria Livestock Show rules and regulations. A violation of any Law or Regulation by the Commercial Exhibitor or employees may result in cancellation of the Lease and/or discontinuation of use of the facility.

The Victoria Livestock Show management reserves the final, absolute right to interpret rules and regulations and to arbitrarily settle and determine all matters, questions, or differences in regard thereto, or otherwise arising out of, connected with, or incident to the Victoria Livestock Show. It

further reserves the right to determine unforeseen matters not covered by these rules and to amend or add to these rules as in its judgment as it may determine necessary.

- 1. Failure of an exhibitor to abide by all rules, regulations, specifications, guidelines, and requirements as set forth in the 2024 Commercial Exhibits Contract and 2024 Commercial Exhibitor Handbook may, at the sole discretion of the Victoria Livestock Show, result in forfeiture of all monies, rights, and privileges.
- 2. By this reference, the Handbook is incorporated into and becomes a part of the signed lease agreement. By signing the agreement, the Lessee (exhibitor) agrees to abide by the Rules and Regulations of this Handbook. It is also agreed and assured that all employees have been made aware of its contents.
- 3. Any incident of non-compliance with any part of this book is considered a breach of agreement and may be cause for immediate expulsion from the Show.
- 4. Exhibitors are bound by the terms on the lease agreement they sign at the time of securing the exhibit space. In addition, they are under the strict supervision of the Victoria Livestock Show management and its agents.
- 5. Victoria Livestock Show management reserves the right to establish and enforce whatever rules are necessary for the regulation of exhibits.
- 6. Exhibitors must comply with all rules, regulations, and requirements of the fire marshal, the Victoria City County Health Department and any governmental entity having jurisdiction over these premises.
- 7. The Victoria Livestock Show makes no representations or warranties, expressed or implied, as to the number of visitors or estimated sales of exhibitors.

## VICTORIA LIVESTOCK SHOW GROUNDS



#### **2024 VICTORIA LIVESTOCK SHOW**

## COMMERCIAL EXHIBIT PROGRAM INFORMATION February 21, 2024 – February 25, 2024

#### **COMPANY INFORMATION:**

Booth Name (as advertised to the public):			
Company Name (as it would appear on the lease):			
Contact Name:	Fed. Tax ID # (red	quired):	
Phone:	Fax:		
E -Mail:	Website:		
Mailing Address:			
City:	State:	Zip Code:	
List other shows/fairs wh	rear?ere you have exhibited and when: city 120AMP 120V Duplex)		
Additional Electricity	1-20AMP 120V Duplex 1-30 120V Receptacle 1- 50AMP 220V Power	at \$ 20 = \$ at \$ 30 = \$ _at \$ 40 = \$	
We will: Sell our men	rchandise directly:Take	orders while exhibiting:	
	nandise on exhibit only:Oth		
Note any additional consid	derations (i.e., electrical, water, et	c.):	

Food Vendors please provide a full menu with your contract.

#### **EXHIBIT CATEGORY**

From the list below, please select a single category that best represents your exhibit.			
<b>Agricultural Equipment/Buildings:</b> tractors, trailers, mowers and mowing implements, portable buildings, barns, fencing, siding, gates, etc.			
Agricultural Products: products for breeding, livestock health and welfare, ranch, and homestead			
products, etc.  Art: framed and unframed art, prints, photography and sculpture by an artist, photographer, or dealer			
Attraction: on-site photography, rides, handwriting analysis, astrology, spin or sand art, etc.  Children's Items: children's clothing, toys, games, plush animals, etc.  Church/Ministry  Clothing & Shoes: boots, shoes, jackets, coats, etc. Check all that apply:			
Church/Ministry			
Western Women's Children's			
Non-WesternMen's  Communications: radio/television promotions, magazine publications, service providers, etc.  Fashion Accessories: costume jewelry, fashion belts, novelty hats, sunglasses, etc.  Furniture: furniture for home or office  Food: food prepared on site for on-site consumption  Government/Public Service: government, not-for-profit agencies and public awareness material  Health/Beauty: health and beauty aids  Home, Gift & Garden: decorative items, rugs, candles, gift items, housewares, cooking items, etc.  Jewelry: jewelry  Leather Goods: belts, wallets, purses, etc.  Service and Information Providers: banks, membership sales, property sales, insurance, utility			
Fashion Accessories: costume jewelry, fashion belts, novelty hats, sunglasses, etc. Furniture: furniture for home or office			
Food: food prepared on site for on-site consumption			
Government/Public Service: government, not-for-profit agencies and public awareness material			
Health/Beauty: health and beauty aids			
<b>Home, Gift &amp; Garden:</b> decorative items, rugs, candles, gift items, housewares, cooking items, etc.			
Jewelry: jewelry			
Leather Goods: belts, wallets, purses, etc.			
companies, animal breed associations, etc.			
Specialty Foods: food products that are packaged for home consumption and not prepared on site Specialties: unique product or specialty item			
Tack and Animal Supplies: tack, grooming equipment and supplies, feed, and nutrition, show equipment, etc.			
Universities: college/university recruiting materials			
<b>Vehicles and Accessories:</b> automobile displays, trailer accessories, vehicle accessories, golf carts, ATVs, utility vehicles			
<b>Western Specialties:</b> products with a western theme, animal skins, rustic gifts, iron works, etc.			
TERMS/AGREEMENT			
The undersigned agrees to abide by the rules and regulations of the Victoria Livestock			
Show as stipulated in the commercial exhibit lease agreement, should space be available.			
By signature on this form, you authorize the Victoria Livestock Show to secure information			
concerning any of the above facts and allow third parties to furnish such information to th			
Victoria Livestock Show.			
Signature:Date:			
Signature:Date:			
COMPLETED AND SIGNED VENDOR CONTRACT AND LEASE AGREEMENT WITH			

Commercial Exhibits Chairman Victoria Livestock Show P.O. Box 2255 Victoria, TX 77902-2255

RENTAL FEE, BY JANUARY 15, 2024, TO:

## 2024 Victoria Livestock Show Commercial Exhibit Program Vendor Contract and Lease Agreement

LE	ESSEE:	LEASE TERM:	
# (	Of Booths:Booth Type:	Rental Fee:	
1.	named LESSEE the space indicated in LEASE TERM, for the consideration of	now"), hereinafter referred to as LESSOR, hereby leases and lets to above the LEASED SPACE described above during the dates above listed by the amount above stated. And said LESSEE hereby accepts said space bove in full on the execution of this contract to the LESSOR on the Date	
2.	In the event the LESSEE fails to fulfill any reason less than 15 days prior to cancels the contract more than 15 da (50%) of the amount paid shall be reshall be refunded to the LESSEE. If L	or violates any terms of this contract or withdraws from the Show, for the event, all money paid shall be retained by the LESSOR. If LESSEE is but less than 30 days prior to opening day of the event, fifty per cent ained and shall be the property of the LESSOR, and fifty percent (50%) SSEE cancels the contract more than 30 days prior to opening day of the that paid shall be retained and shall be the property of the LESSOR, and	
3.		nd equipment which will be placed in the LEASED SPACE by the above-	
4.	LESSEE agrees that in the event of an equipment to be placed in the LEASE intention with respect to selling or ta LESSOR, setting forth such requested the unqualified right to approve or d	proposed change or addition in merchandise, exhibit material, or SPACE from that listed above, or any changes in LESSEE'S expressed ting orders for merchandise, LESSEE will submit a written request to the change or addition, and LESSEE understands that the LESSOR reserves approve any such change or addition. Neither this Contract nor any of art thereof may be assigned, sublet, subleased or otherwise transferred	
<ol><li>6.</li></ol>	LESSEE hereby acknowledges that LESSEE has read the Exhibition Space Agreement attached hereto and incorporated by reference herein for all purposes as fully as though same were in the body of the Contract and Lease Agreement furnished by the LESSOR and LESSEE recognizes that LESSEE knows the provisions of said rules and acknowledges that they are a part of this contract; LESSEE agrees that LESSEE'S use and occupancy of the LEASED SPACE shall be in all respects subject to such rules, and agrees to fully comply with such rules. No agreement other than those contained herein shall be binding upon the parties hereto unless in writing, signed by an authorized representative of the LESSOR.		
o.		ndor, concessionaire, or exhibitor with no questions or reasons asked of	
7.	Lessee agrees to indemnify and hold harmless the Victoria Livestock Show, its agents, officers and employees from all claims, losses, costs, damages, or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by any act, omission or neglect of Lessee or Lessee's agents, employees, invitees, contractors or guests. Lessee agrees to use and occupy the space at Lessee's own risk and nereby releases Lessor, its agents, officers, employees, and invitee from all claims for any damage, loss or njury to any persons or property to the full extent permitted by law occurring in or about the Leased Space, including but not limited to, damages, resulting from the acts of other Lessees, theft, vandalism, fire and other casualty damage or damages arising out of any defects in the premises itness whereof, the above agreement is signed by both parties hereunto on this the day of		
	, 20, in Victori		
LE	SSOR:	LESSEE:	
Ap	proved and accepted for the		
VI	CTORIA LIVESTOCK SHOW	By:	

Title:\_\_\_\_\_\_ rev1 10-23-2023