

## RULES AND REGULATIONS

### FAILURE TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS MAY RESULT IN REMOVAL OF ANY EXHIBIT, SHOW OR CONCESSION FROM THE FAIRGROUNDS, AND/OR RESULT IN DENIAL OF FUTURE SPACE.

1. All parties to this agreement shall comply with all laws and pertinent rules of the state of Florida, all pertinent ordinances of the County of Hillsborough and the city of Plant City, as well as the Rules and Regulations governing the Florida Strawberry Festival, Inc. Such laws, ordinances, rules and regulations are expressly made a part of this agreement.
2. EXHIBITS AND CONCESSIONS MUST BE IN PLACE AND READY FOR SHOWING NOT LATER THAN 8:00 A.M. ON THE FIRST DAY OF THE FAIR. SPACE NOT READY BY 8:00 A.M. THE FIRST DAY OF THE FAIR REVERTS BACK TO THE LICENSOR, TOGETHER WITH ALL MONIES PAID BY LICENSEE.
3. EXHIBITS AND CONCESSIONS MUST BE MANNED AND REMAIN IN PLACE AT ALL TIMES BETWEEN THE HOURS OF 9:30 AND 10:00 P.M. ON MONDAY – THURSDAY, 10:30 ON FRIDAY – SUNDAY FOR THE DURATION OF THE FAIR, TO INCLUDE CLOSING NIGHT. NO EXCEPTIONS!
4. All contract fees must be paid by the date(s) shown on the Contract for Space. Failure to do so could result in cancellation of the contract and no refund of monies paid will be made. It is agreed if such action is taken, Licensee waives all claims of whatsoever nature against the Licensor, its Officers, Employees or Agents.
5. Deposit(s) will be returned if Licensee cancels within sixty (60) days prior to Opening Day of the Fair.
6. Licensor reserves the right to remove from the fairgrounds any exhibit, show or concession, or any part thereof which Licensor deems objectionable and no refund of monies paid will be made. It is agreed if such action is taken, Licensee waives all claims of whatsoever nature against the Licensor, its Officers, Employees or Agents.
7. Any authorized representative of Licensor shall have access to said premises at all times.
8. Licensor reserves the right to establish prices for sale of food, drink or merchandise.
9. LICENSOR RESERVES THE RIGHT TO REMOVE, OR DEMAND REMOVAL, OF ANY ITEM(S) NOT APPROVED AND LISTED ON CONTRACT.
10. Alcoholic beverages are not permitted on fairgrounds.
11. Animals, reptiles, etc. are not permitted on the fairgrounds on leash or otherwise. The only exception being police dogs on duty, 'seeing eye' lead dogs, and animals in scheduled acts, shows or contests. Animals in scheduled acts, shows or contests must be removed from the grounds immediately following their performance.
12. Deliveries to Licensee must be made prior to 9:30 a.m. each day of the Fair. Deliveries after 9:30 a.m. must be hand-carted or hand-carried to Licensee. MOVING VEHICLES OF ANY TYPE ARE NOT ALLOWED ON THE FAIRGROUNDS BETWEEN 9:30 A.M. AND 10:00 P.M. ON MONDAY – THURSDAY, 10:30 ON FRIDAY – SUNDAY.
13. Licensee may not engage in activities or demonstrations outside their contracted space. Solicitors or sales people will not be allowed to work in the aisles or roadways. All material must remain inside the contracted space. Violators will be removed from the fairgrounds, and no refund will be due Licensee.
14. Licensee may advertise and/or display from within Licensee's contracted space only. Signs used by Licensee must relate to Licensee's name, product(s) or service(s) normally offered by Licensee. LICENSEE SHALL NOT EMPLOY OR DISPLAY SIGNS ADVERTISING OR PROMOTING VENDORS OR SUPPLIERS unless authorized by Licensor.
15. Promiscuous handing out of any type of literature is not permitted, even from within licensed space. Such literature may be available on the counter and distributed only upon request.
16. The Licensee agrees as an express condition of this License that the Licensee shall not attempt to acquire a mailing list of Fair patrons by any method or scheme until and unless the Licensee has received written permission of the Licensor.
17. NO DRAWING OR GIVEAWAY MAY BE CONDUCTED BY LICENSEE UNLESS PERMISSION HAS BEEN GRANTED BY LICENSOR. A list of names and addresses of all winners, and the prize(s) won, must be delivered to the Fair Office at the time of the drawing or giveaway. THESE FORMS MAY NOT BE SOLD, BARTERED, OR TRADED IN ANY MANNER. THEY MUST BE DESTROYED BY SHREDDING.
18. Licensee will furnish Licensor a valid Certificate of Liability and Product Insurance coverage by a company authorized to do business in the State of Florida, in the amount of one million dollars per occurrence. This certificate of insurance must name Licensor as additional insured. This certificate must be in the possession of Licensor before Licensee will be allowed to operate on these premises.
19. Licensee agrees to post prices of products being sold in a conspicuous and easy to see location within their booth or concession. Failure to post prices, and abide by such prices, for the duration of the Fair shall result in license being immediately cancelled and Licensee shall vacate the fairgrounds prior to opening of the next day's Fair. No refund of monies paid will be due Licensee.
20. NO VOICE OR SOUND AMPLIFICATION SHALL BE USED BY LICENSEE. No amateur or professional entertainment shall be used without prior consent of Licensor. Such permission, if granted, may be rescinded at any time by Licensor.
21. All decorations, paints or products used by Licensee to decorate booths MUST BE FLAMEPROOFED and subject to testing by the Plant City Fire Marshall before approval.
22. All food booths and concessions are required to have certified fire extinguishers. The Fire Marshall will inspect each one before the Fair opens.
23. Food Concession operators are required to deposit grease in marked containers placed on the fairgrounds for that purpose. Grease must not be put into the garbage cans placed beside the concessions. ANY CONCESSIONAIRE WHO DEPOSITS GREASE IN THE STORM DRAINS, ON THE GROUND, IN THE GARBAGE CANS, OR ANY PLACE OTHER THAN THAT APPROVED, WILL BE FINED AND REMOVED FROM THE FAIRGROUNDS.
24. Licensee is required to keep contracted space free of trash, paper or refuse. Licensee must take trash, paper or refuse to the nearest container, and not put into the aisles, or left in the contracted space. It is the responsibility of Licensee to have their space clean by 11:00 p.m. each evening.
25. Background for displays or decorations in the MAIN EXHIBIT BUILDING shall be no more than eight (8) feet in height, then back from the aisle at least four (4) feet. All EXHIBIT OR DISPLAY MATERIAL, TO INCLUDE COUNTERS, TABLES, MERCHANDISE, DECORATIONS, ETC., SHALL BE AT LEAST FOUR (4) FEET BACK FROM THE AISLE. ALL DISPLAYS MUST HAVE A FINISHED APPEARANCE.
26. NO PERMANENT STRUCTURES ARE TO BE BUILT IN THE BOOTHS. PAINTING, PANELING, PAPERING, OR OTHER SUBSTANCES, MAY NOT BE PUT ON THE WALLS UNLESS APPROVED BY LICENSOR.
27. SIGNS, DECORATIONS, MERCHANDISE OR OTHER ITEMS MUST NOT BE PLACED OUTSIDE THE RENTED SPACE.
28. Background for displays in ARTS & CRAFTS BOOTHS under the grandstand shall be no more than seven (7) feet in height at the back wall. WALL COVERINGS, MERCHANDISE, DECORATIONS, OR ANY OTHER ITEMS MUST NOT BE HIGHER THAN THE TOP SIDE RAIL ON THE SIDE WALLS, so as not to block the view to the next booth. Licensee shall furnish two (2) locks with chains for each contracted single booth, and four (4) locks with chains for each contracted double booth. Licensee in the CARRIAGE HOUSE shall furnish one (1) lock for each contracted booth. It is the responsibility of Licensee in these areas to lock their booths at closing each evening.
29. ALL MATERIAL AND EQUIPMENT BELONGING TO LICENSEE MUST BE REMOVED FROM THE FAIRGROUNDS WITHIN THREE (3) DAYS FOLLOWING CLOSING DAY. Licensor will not assume responsibility for storing any material or equipment. Items not removed will be considered abandoned and become the property of Licensor, who shall dispose of them in any manner deemed necessary.
30. All property taken into the fairgrounds by Licensee is taken there at the Licensee's own risk. Licensor shall not be responsible for any loss due to damage from fire, theft, windstorm, repossession, or from any other cause whatsoever, nor for failure upon its part to perform this agreement, should Officers of the law seize, stop or prevent Licensee from operating under this license.
31. Licensee will receive two (2) eleven day exhibitor passes for each licensed space, provided space is manned at all times during hours of operation. Additional single trip passes may be purchased at the Fair Office for the price of advanced gate admission.
32. Any attempt on the part of the Licensee, his employees or agents, to sell, exchange or barter an admission ticket to this Fair will be sufficient cause for cancellation of this license.
33. Licensee in booths will be charged a minimal fee on the contract for utilities. EXCEPTION: Food concessions inside the buildings will be charged according to usage, as will outside concessions. The authorized agent or Licensor will check each concession to determine usage and charge. Any charges not shown on contract will be billed at the close of Fair, and are due to be paid at time of billing.
34. LICENSEE AGREES NOT TO SUB-LEASE ANY PART OF SPACE HEREIN STATED, OR TO EXHIBIT ANY MERCHANDISE OR SERVICE, OTHER THAN THAT OWNED BY LICENSEE, AND SPECIFIED IN THE LICENSE AGREEMENT. VIOLATION MAY RESULT IN REMOVAL OF UNAUTHORIZED ITEMS, CANCELLATION OF LICENSE, OR BOTH, AND RESULT IN DENIAL OF FUTURE LICENSE CONSIDERATION.
35. Licensee agrees that concession, exhibit, display, merchandise and/or service shall be of such quality as will not detract from Licensor's Fair or neighboring exhibits and concessions.
36. Unbecoming conduct, to include use of profane, obscene and/or abusive or threatening language by Licensee, may well be grounds for termination of license agreement and eviction from fairgrounds.
37. The Licensee hereby agrees to indemnify and save harmless the Licensor, its Agents, and Employees, from and against all claims, suits, actions and damages and/or causes of action arising during the period of use and occupancy by Licensee from the date of entry upon the fairgrounds, to and including date of departure, for any personal injury, loss of life, and/or damages or property, including the Licensor's property or employees, sustained in and about the premises or that portion of the buildings or appurtenances thereto, used by the Licensee, occurring during such time as the Licensee may be using said premises, and from and against all costs, legal fees, expenses and liabilities incurred in and about any action thereon, and from and against any order, judgment and/or decrees which may be entered therein when any of the aforesaid are caused by negligence of the Licensee, its agents, subcontractors, or employees, or persons attending the premises by reason of the use thereof by the Licensee.
38. Licensor reserves the right to cancel this license if just cause is provided.
39. Licensee expressly waives any recourse for damages against Licensor in the event this agreement is revoked or cancelled by Licensor for violation of any of the provisions hereof.
40. In case of acts of God, exigencies of war, emergencies, or weather conditions necessitating the cancelling of subject licensed event for the date herein named, the Licensor may revoke this license and refund any monies in advance.