



Rules & Regulations

Failure to abide by the following rules may result in removal of any exhibit, show or concession from the fairgrounds, and/or denial of future agreements.

1. All parties to this agreement will comply with all laws and pertinent rules of the state of Florida, all pertinent ordinances of Hillsborough County and the city of Plant City, as well as, the Rules & Regulations governing the Florida Strawberry Festival, Inc. Such laws, ordinances, rules & regulations are expressly made a part of this agreement.
2. Licensee must provide a valid Certificate of Insurance (COI) and Product Insurance coverage by a company authorized to do business in the state of Florida. The certificate must be **valid** and cover the duration of the festival, show **one million dollars per occurrence**, and name the **Florida Strawberry Festival, Inc. as additionally insured**. The certificate must be in the possession of the Licensor before the Licensee will be allowed to set up on the premises. To ensure the ability to set up in a timely manner submit your COI by January 1 preceding the festival. Submission by email is preferred.
3. Exhibits and concessions **MUST** be in place and manned between the hours of 9:30 a.m. - 10:00 p.m. Monday - Thursday and from 9:30 a.m.- 10:30 p.m. Friday – Sunday for the duration of the fair to include closing night. **NO EXCEPTIONS!** * Please expect to go past these times on busier nights. * Licensee may be asked to participate in special events (i.e., Special Smiles Day) that occur outside of the times previously listed. In these cases, additional information will be provided.
4. All contract fees must be paid when due. Failure to do so could result in **CANCELLATION OF THE AGREEMENT AND NO REFUND** will be issued. It is agreed, if such action is taken, the Licensee will waive all claims against the Licensor, its Officers, Employees, or Agents.
5. Deposit(s) will be refunded if the Licensee submits a written notice of cancellation at least sixty (60) days prior to opening day of the fair. Refunds will **NOT** be made if cancellation is less than 60 days prior to opening day of the fair.
6. Deliveries to Licensee must be completed 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 kind must be off the fairgrounds by 9:30 a.m. Automobiles that need entry to the fairgrounds prior to 9:30 a.m., starting opening day of the fair will need a security decal. This decal must be applied for and received **BEFORE** entry is granted. Decals should be applied for by February 1st. This is **NOT** an immediate process, so the ability to apply early should be used. Late applications could lead to being denied entry to the fairgrounds. **WITHOUT THE DECAL YOUR AUTOMOBILE WILL NOT BE ALLOWED TO DRIVE ONTO THE FAIRGROUNDS.**
7. Licensee is required to check-in with the Licensor and obtain their vendor packet **BEFORE** setting up. Vendor packets will be available in the main office. Licensee is to be checked-in, and packets picked up no later than 5 p.m. the date before opening day. Vendors placed in the Carriage House will need to provide their own lock and key for each booth in their agreement.
8. Exhibits and concessions **MUST** be in place and ready for a final walk-through and judging no 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 will revert back to the Licensor, together with all monies paid by Licensee.
9. Licensor reserves the right to remove, or demand removal, from the fairgrounds and no refunds will be issued, of any exhibit, show, concession, item(s) not expressly approved of in the agreement or any part thereof which Licensor deems objectionable. It is agreed if such action is taken, the Licensee will waive all claims against the Licensor, its Officers, Employees, or Agents.
10. Any authorized representative of the Licensor will have access to said premises at all times.
11. Alcohol is not permitted on the fairgrounds.

12. No animals are permitted on the fairgrounds. Exceptions are police dogs on duty, ADA certified service dogs, and animals in scheduled acts, shows, or contests. Animals in scheduled acts, shows, and contests must be removed from fairgrounds, immediately following their performance.
13. Licensee agrees NOT TO SUB-LEASE ANY PART OF SPACE CONTRACTED, NOR EXHIBIT ANY MERCHANDISE OR SERVICE OTHER THAN THAT OWNED BY LICENSEE AND SPECIFIED IN THIS AGREEMENT. Violation may result in removal of unauthorized items, cancellation of agreement, immediate removal from the fair, and/or denial of future agreement consideration.
14. Licensee may NOT engage in activities or demonstrations outside their agreed upon space. NO SOLICITING in the aisles or roadways will be allowed. All materials must remain inside the agreed upon space. Violators WILL BE REMOVED from the fairgrounds and NO refund will be issued.
15. Licensee may advertise and/or display from within their contracted space only. Signs must relate to Licensee's name, product(s), or service(s), which are stipulated in their agreement. Licensee will NOT employ or display signs advertising or promoting vendors or suppliers unless authorized by Licensor. Signs, decorations, merchandise, or other items MUST NOT BE PLACED OUTSIDE THE RENTED SPACE.
16. Promiscuous material(s) will NOT be distributed. Such items are NOT permitted, even from within Licensee space.
17. The Licensee will not attempt to acquire a mailing list from fair patrons by any method unless written permission has been received from the Licensor.
18. No drawing(s)/giveaway(s) may be conducted by Licensee unless authorized by Licensor. A list of names and addresses of all winners and prizes won must be delivered to the fair office at the time of the drawing/giveaway. These forms may not be sold and MUST be destroyed by shredding.
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, would result in the Licensee breaking their agreement. Licensee will be asked to vacate the fairgrounds prior to the opening of the fair the next day. No refund will be given.
20. No sound or voice amplification will be used by Licensee. No amateur or professional entertainment will be used without prior consent of the Licensor. Such permission may be rescinded at any time by Licensor.
21. All decorations, paints, or products used by Licensee to decorate booths MUST be flameproofed and is subject to testing by the Fire Marshal.
22. All food booths and concessions are required to have certified fire extinguishers. The Fire Marshal 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. DO NOT PUT GREASE IN STORM DRAINS, ON THE GROUND, IN GARBAGE CANS/BAGS OR ANY PLACE OTHER THAN APPROVED CONTAINERS. ANY CONCESSIONAIRE WHO DOES NOT DISPOSE OF GREASE PROPERLY WILL BE FINED, REMOVED FROM THE FAIRGROUNDS AND/OR DENIED FUTURE AGREEMENTS. No refunds will be issued.
24. Licensee is required to keep agreed upon space free of trash, paper, and litter. Licensee must take trash to the nearest designated container and not put in aisles or left in contracted space. It is the Licensees responsibility to have their space clean by 11:00 p.m. each evening. Please ensure your area is clean and free of trash when move out occurs. **Spaces left uncleaned may receive fines or denied future agreements.**
25. Backgrounds for displays or decorations in the main/Parke building cannot exceed eight (8) feet in height and can not be closer than four (4) feet to the main pedestrian aisle. This includes but is not limited to counters, tables, merchandise, and decorations. All displays must have a finished appearance. Pedestrian access to your booth will increase sales opportunities so give the public the ability to **ENTER** your booth, not just stand outside of it.
26. No permanent structures are allowed in the booth. Any alterations made to the booth (painting, etc.) MUST be approved by Licensor before work can begin.

27. All material and equipment belonging to Licensee must be removed from the fairgrounds within seven (7) days following closing day. Licensor will NOT assume responsibility for storing any material or equipment. Items not removed in this time period, will be considered abandoned, become property of the Licensor, and will be disposed of in any manner deemed appropriate.
28. All property taken into the fairgrounds by Licensee is taken at their own risk. Licensor will not be responsible for any loss due to damage from fire, theft, windstorm, repossession, or 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 agreement.
29. Licensee will receive two (2) exhibitor passes (each one is good for one entry every day of the eleven (11) day event) for each single booth, larger booths will receive two (2) exhibitor passes per ten (10) feet of booth agreed upon space, provided space is manned at all times during hours of operation. Additional worker passes (single entrance passes) may be purchased at the fair office for the price of advanced gate admission.
30. Any attempt by the Licensee, its employee(s), or agent(s) to sell, exchange, or barter an admission ticket to this fair will be sufficient cause for cancellation of this agreement and no refund will be issued.
31. All Licensees will be charged a fee for utilities. All food concessions will be charged a flat rate of \$35 for water. In addition, electricity will be charged according to amperage usage. The Licensor, or an authorized agent, will check each concession to determine usage and amount to be charged. Any charges not shown on the agreement will be billed at the close of the fair and are due upon receipt.
32. Licensee agrees that concession, exhibit, display, merchandise, and/or service will be of such quality as to not detract from Licensor's fair or neighboring exhibits/concessions.
33. Unbecoming conduct, to include profane, obscene, threatening and/or abusive language by Licensee, may be grounds for termination of agreement and eviction from fairgrounds. No refund will be issued.
34. 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 the Licensee from the date of entry to the fairgrounds, to and including date of departure, for any personal injury, loss of life, and/or damages of 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 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, judgement 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.
35. Licensor reserves the right to cancel this agreement if just cause is provided.
36. Licensee expressly waives any recourse for damages against Licensor in the event this agreement is revoked or canceled by Licensor for violation of any of the provisions hereof.
37. In case of acts of God, exigencies of war, emergencies or weather conditions necessitating the cancellation of subject licensed event for the date herein named, the Licensor may revoke this agreement and refund any monies at Licensor's discretion.