



Presented by:

*Brookshire Brothers*

**TEXAS STATE FOREST  
FESTIVAL  
SEPTEMBER 14-17, 2023**

**2023 FOOD VENDOR  
RULES & REGULATIONS**

## FOOD VENDOR TIMELINE

Deadline for previous vendors to renew for 2023.....	May 31, 2023
Applications and final payment due to the Texas State Forest Festival.....	September 1, 2023
Food Vendor move-in begins .....	September 13, 8:00am
ALL set-up must be complete.....	September 14, 1:00pm
Booth tear-down begins.....	September 17, 5:00pm

### Texas State Forest Festival

Colleen Murray– Food Vendor Coordinator  
1615 S. Chestnut St.  
Lufkin, Texas 75901  
936-634-6644 CMurray@LufkinTexas.org

**TEXAS STATE FOREST FESTIVAL**  
**FOOD VENDOR**  
**GENERAL RULES & REGULATIONS**

The Texas State Forest Festival has established rules for Food Vendors not to prohibit sales, but to allow for a safe and attractive environment for the fair going public's experience. The rules and regulations provided are intended to ensure a level playing field for all Food Vendors while providing a quality and safe product for the public. Your success is the Texas State Forest Festival's success, and to ensure such, everyone needs to understand these rules and regulations.

**1. Interpretation and Violation of Rules:** The Texas State Forest Festival 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 Food Vendor who violates any of the rules will forfeit all privileges and be subject to such penalty as the Executive Committee may order. The Texas State Forest Festival Executive Committee shall have the further right to delegate any or all of the rights, authorities and responsibilities which it has under these Rules to such Festival Officials as it deems appropriate.

**2. Application:** The Application form is available for download at [www.TexasStateForestFestival.com](http://www.TexasStateForestFestival.com). The Application deadline is September 1, 2023. Applications must be submitted to Texas State Forest Festival, Attention – Colleen Murray, 1615 S. Chestnut St. Lufkin, TX 75901. **Food Vendors will not be considered without a complete and signed Application, deposit, copy of liability insurance policy and photos of your booth/trailer. Approved Applications received by May 31, 2023 will receive prime access to preferred booth/trailer space. Remaining spaces will be assigned for applications received after May 31, 2023. Note—spaces cannot be shared or subleased.**

**ALL FOOD VENDORS ARE REQUIRED TO CARRY A \$1,000,000 LIABILITY INSURANCE POLICY – Vendors must turn in a copy of this policy to the Lufkin/Angelina County Chamber of Commerce, before you are allowed entry into the Texas State Forest Festival.**

**3. Background Checks:** The Texas State Forest Festival reserves the right to conduct background checks on any Food Vendor. If the background check results do not comply with the Texas State Forest Festival policies and standards, then the Texas State Forest Festival Management has the right to revoke the contract and any payments made to the Texas State Forest Festival shall be forfeited.

**4. Photo and Measurements of Booth/Trailer Requirement:** Each Food Vendor must provide exact measurements and a photo of the booth/trailer they intend to bring to the event. Photo must be included in Application. If the booth/trailer at the event does not represent the submitted measurements and photo, then the Texas State Forest Festival has the right to collect additional fees and or remove the booth /trailer from the premises and revoke the contract and any payments made to the Texas State Forest Festival shall be forfeited.

**5. Acceptable Items for Sale or Display:** All items to be sold or displayed must be listed on the Application when submitted to the Texas State Forest Festival Office. The Texas State Forest Festival Vendor Committee will review the list and return a copy of the form to Food Vendors with a list of approved items for sale or display if the Application is accepted. **Once a contract is issued, you may not display or sell any additional items without approval from the Food Vendor Coordinator.** Please be specific on the Application. You may use an additional sheet to describe your items if there is not enough room on the Application. The Texas State Forest Festival Management will periodically monitor Food Vendor booths to ensure that only approved items are being sold or displayed. Failure to comply with this rule will result in immediate eviction from the grounds and forfeiture of all fees paid.

**6. Offensive Items:** The Texas State Forest Festival Management reserves the right to prohibit the sale, rental or display of any item that the Texas State Forest Festival Management reasonably deems objectionable from the standpoint of taste, quality or compatibility with the Texas State Forest Festival mission. Some items that will not be considered for sale, give away or rental include but are not limited to: alcohol, weapons of any kind, lasers, high powered water guns, rubber band guns, toy guns, products made from any endangered animals, unsafe, obscene or foul language, pornographic or drug related items.

**7. Electrical Reservation:** All Food Vendors need to clarify on the application the type of electricity needed. Please fill out the electrical amperage information for proper planning for your electrical needs. **Each Vendor is responsible for supplying their own extension cord at least 50' in length and specialty plug if needed.** No pig-ears or tie-ins will be allowed, and Vendors must be aware of their plug size for availability. The Food Vendor Coordinator will alert applicants by September 1, 2023 with any concerns of electrical requirements.

**8. Approval of Application:** If a Food Vendor's Application and deposit are accepted, the Texas State Forest Festival will send the Food Vendors a formal notice. Any remaining balance is due to the Texas State Forest Festival office no later than September 1, 2023. Applications accepted after August 15, 2023 must be paid in full when application is accepted. Failure to respond by appropriate deadlines will result in cancellation of space and forfeiture of any deposit.

**9. Booth Staffing Requirements:** It is the responsibility of the Food Vendor to ensure that their booth is staffed at all times during the festival hours of operation. Booths that do not comply will not be allowed back to future shows on the Festival grounds. It is also the Food Vendors responsibility to make sure that all employees have festival issued credentials, are familiar with the Rules and Regulations, knowledgeable about the products or services sold in the booth, appropriate in appearance, and courteous to all show visitors, exhibitors, staff and volunteers.

**10. Refunds: There will be no refunds, for any reason after September 1, 2023.**

**11. Returned Checks:** If you write a check that is returned for any reason, your check writing privileges will be lost and a fee of \$75.00 will be charged. Any future payments to Texas State Forest Festival must be done by cash, money order, cashier's check or credit card.

**12. Alcohol: NO** Food Vendors will be allowed to sell alcoholic beverages at any time. Food Vendors are also not allowed to consume alcoholic beverages or be under the influence of alcohol while working on the Texas State Forest Festival property. Violators will be removed from the festival grounds and will not be allowed back on festival grounds during the remaining hours of operation.

**13. Advertising:** In order to retain consistency and "fairness at the fair" Food Vendors are not allowed to advertise or promote their products in any Festival locations other than the ones designated within the agreement and all business dealings are to be conducted within the space designated within the agreement. **No shouting/loud or distracting music, voices or noises are allowed to attract visitors into your booth.**

The Texas State Forest Festival and any other trademark or artwork used by the festival cannot be used on any products and/or marketing materials such as advertisements promotions, other forms or materials without written consent from the Texas State Forest Festival Marketing Department.

**Use of Name or Official Logo:** Food Vendor may not use the official event name, Texas State Forest Festival, or its logo without prior written consent from the Texas State Forest Festival Management. This includes the use of the names or logo for any marketing materials, media, or promotions.

**14. Third Party Relationships:** Food 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 the Texas State Forest Festival will revoke the contract and any payments made to the Texas State Forest Festival shall be forfeited.

**15. Pets: No pets allowed on Festival grounds.**

**16. Prohibited Items:** No weapons of any sort, illegal substances, bicycles, motorized bicycles, skateboards, roller skates or pets are allowed within the Festival grounds.

**17. Security:** There will be 24-hour grounds security throughout the event. According to the terms of the contract the Texas State Forest Festival assumes no responsibility for any items during festival hours, any items left before or after festival hours, or claims suffered by any loss or theft. Each Food Vendor is responsible for their merchandise and equipment.

## OPERATIONAL RULES

18. **Check-in:** The following are guidelines put in place to make the arrival and setup of your space accommodating:

**Food Vendors must check in at the Food Vendors Table located in the corresponding barn. Prior to beginning move-in or unloading exhibits/trailers.**

- Insurance Clearance –FOOD VENDORS ARE REQUIRED TO CARRY A \$1,000,000 LIABILITY INSURANCE POLICY.
- Signed Acknowledgement & Understanding of Rules & Regulations Agreement
- Purchase additional parking passes/ Vendor passes
- Confirm balance paid in full
- Texas State Sales Tax Number on file
- Vendor Packet will be provided

(Each Food Vendor will not receive the Vendor Packet or be able to set up the contracted space without meeting the requirements listed above).

- Festival Staff will escort you to your purchased location

**Food Vendor Move-In Dates:** Food Vendors may set up their space beginning Wednesday, September 13, 2023, 8:00am through Thursday, September 14, 2023 1:00pm. You will be assigned a scheduled arrival time based on your placement. Please plan accordingly and arrive at the Festival grounds prepared to be loaded into your space on time. Please do not arrive on the festival grounds prior to your scheduled arrival time. Your time is assigned based on the location of your space. Please do not call and ask to move in early. If you arrive late for your move in time your space maybe relocated. Violation of this privilege will result in immediate cancellation of contract and forfeiture of fees paid. Food Vendors must be completely set-up and have their booth/trailer approved no later than 1:00 pm Thursday, September 14, 2023. Be prepared for possible city inspections between 1:00 PM- 4:00 PM September 14, 2023.

19. **State Sales Tax ID Number:** Food Vendors are responsible for displaying their Texas Sales Tax Permit and collecting sales tax on items sold. The Texas State Forest Festival MUST have your number on-file in the office with final payment or contract will be cancelled.

20. **Golf Carts, Scooters and other Motorized Vehicles:** Must be off fairgrounds by 4 p.m. weekdays, 8 a.m. Saturday and 10

a.m. Sunday.

21. **Food Vendor Credentials:** All Vendors will be required to purchase his employees, or agents credentials for admission to the festival other than those complimentary credentials that come with the space, additional credentials are \$10 each. Parking spaces for each Food Vendor comes complimentary with your supplied credentials. RV parking (water and electricity only) and stock trailer parking is available for \$50 a night and are on a first come first serve basis, **please call the Expo Center to reserve your space 936-637-3976.**

**Each Food Vendor receives: (1)parking pass (2)gate passes**

**Car Passes must be visible to enter Vendor parking area. Food Vendors must have their admission credentials at all times or purchase General Admission ticket at front gate. NO EXCEPTIONS.**

**22. Hours of Operation:** Failure to comply with this rule will result in immediate eviction from the grounds and forfeiture of all fees paid.

**All Food Vendors** must remain open during the following hours:

**Thursday, September 14, 2023     5pm-10pm**

**Friday, September 15, 2023     5pm-10pm**

**Saturday, September 16, 2023     9am-10pm**

**Sunday, September 17, 2023     11am-5pm**

**23. Cleanliness of Booth Area:** Each Food Vendor is responsible for maintaining a neat and clean booth area. All garbage, boxes, materials, coverings and non-display items must be removed and all cleaning must be completed at least 30 minutes prior to opening each day. The Texas State Forest Festival will provide trash receptacles throughout the grounds. The Food Vendor Coordinator should be contacted if an area needs to be cleaned or a trash receptacle needs to be emptied. Please note that Food Vendors **ARE TO DUMP GREY WATER IN DESIGNATED AREAS THAT WILL BE SHOWN UPON MOVE IN**

**24. Screens:** Food Vendor booths or Trailers must have visual screening to hide approved preparation areas from public view. Screens must be designed to look like the booth. They must be big enough to surround the entire preparation area of the booth, stand or trailer.

**25. Signage:** Food Vendors must post a sign, visible to the public, which states the company name, menu, and prices. The signs must be of a professional nature. No handmade signs will be allowed. Menu and prices cannot change once the Application has been submitted and approved. Signs must be placed NO more than 1 foot from the trailers or booth space. **SIGNS MUST REMAIN IN THE CONTRACTED SPACE.**

**26. Health Code Requirements:** Food Vendors that are selling/sampling food products must meet the Angelina County Health Department requirements. **It is the Food Vendor's responsibility to obtain a Food Permit.** Noncompliance with health codes is considered a breach of contract. **YOU MAY NOT OPERATE WITHOUT A VALID PERMIT**

**27. FOOD VENDOR ITEMS: WE DO NOT GUARANTEE TO ONLY ALLOW ONE (1)VENDOR OF ANY TYPE OF FOOD ITEM.** No booth may give away nor sell any food or drinks except as approved by the Texas State Forest Festival Vendor Committee. Texas State Forest Festival reserves the right to refuse any Vendor.

**28. Food Vendor Location: It is the responsibility of the Texas State Forest Festival to place all vendors. It is the right of the Texas State Forest Festival to move any booth/trailer to any location if it is in the best interest of the festival. This movement will be the sole decision of the Texas State Forest Festival Vendor Committee.**

**29. LIABILITY CLAUSE:** The Texas State Forest Festival, its Directors and Officers will not be liable for any loss or damage to the property of the Food Vendors, or its employees, agents or guests due to fire, smoke, water, electric current or failure of the same, accident of any kind, nor from any other cause whatsoever. The Texas State Forest Festival will not be liable for injuries of any Food Vendors, their employees, agents or guests, for damages or injuries arising from anyway connected with the use of occupancy of space in the show. The Food Vendor agrees to indemnify and hold harmless the Texas State Forest Festival and its employees against any and all claims of any person whosoever arising out of acts or omissions of Food Vendors, its employees, agents and/or guests.

## **Acknowledgement & Understanding of Rules & Regulations**

I, \_\_\_\_\_, applicant for Food Vendor at the Texas State Forest Festival, Lufkin, Texas, have read and agree to the 2023 Texas State Forest Festival Food Vendor Rules & Regulations as set forth in the Food Vendor packet. I understand that a violation of any of the rules and regulations will result in immediate cancellation of my contract and forfeiture of fees paid.

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Signature

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Date

### **PLEASE MAKE SURE YOU HAVE THE FOLLOWING TURNED IN WITH THIS APPLICATION:**

- 1. A complete application and deposit**
  - 2. Copy of liability insurance**
  - 3. Photos and measurements of your booth/trailer set-up and plug**
  - 4. Complete list of menu items**
  - 5. Copy of the 2023 Rules and Regulations**
- Initial at the bottom of each page, sign and date page 7**