

HOWARD COUNTY FAIR ASSOCIATION

P.O. BOX 2356
BIG SPRING, TX 79721
WWW.HCFAIR.ORG

2018 Concession Contract- Outside Space Sept. 21st – 23rd (Fri. 5pm- 10pm), (Sat. 10am-8pm), (Sun. 12pm – 5pm)

This contract is entered between the Howard County Fair Association, a Texas non-profit Corporation, hereinafter referred to as Lessor, and: _____
hereinafter referred to as the Lessee and or Concessionaire.

Name of Lessee: _____ Phone: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip Code: _____

Use of Space: List all items to be sold. (If item is not listed on contract, it will not be sold):

***The Howard County Fair Association may reserve the right to refuse "The Set-up" if not desirable. Booth space is \$150 per booth. The entire amount must be paid by the 1st day of September 2018.**

***Set up times are Thursday from 10:00 AM – 8:00 PM or Friday 1:00 PM – 4:00 PM. Booths must be completely ready and vehicles out of the midway by 4:00 PM on Friday, as gates will then be locked.**

***A valid event permit issued from the City of Big Spring is required. The Food permit must be present and available at all times during the event. If permit is not provided the Lessee will not be able to operate, sell or distribute any item. No refund will be given.**

1. This Contract is made subject to the Rules and Regulations of the Lessor, all of which are made a part here for all purposes, as though copied fully herein. The rental payments specified above payable to hereunder shall be considered the total amount payable hereunder and no deduction or allowances therefrom shall be allowed, except as may be specified. The Lessor shall have no obligation to pay commissions or other compensation to any advertising or other representative of Lessee.
2. TERM: The term hereof shall commence on the 21st day of September 2018 and shall terminate on the 23rd day of September 2018. Provided however, that notwithstanding the aforementioned commencement date, it is specifically agreed that the above-named concession, the Lessee, shall be ready for operation by call time on opening day of the annual exposition known as the Howard County Fair (Hereinafter referred to as "The Fair"). The Lessor shall allow Lessee before dismantling, storage of the concession stand by Lessor, where applicable.

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3. **POSTING OF PRICES:** The prices of all goods, wares, merchandise, food or beverages offered for sale under the conditions hereof shall be prominently and legibly displayed for view by the Public within the premises and shall be clearly legible from any approach to the premises. No prices may be charged by the Lessee other than as specified herein.
4. **CONDITION OF EMPLOYEES AND PREMISES:** The Lessee shall be solely and absolutely be held responsible for the conduct and personal appearance of all personnel in his employ. Such employees shall be generally and responsibly clean, shaven (when and where applicable), neatly dressed, orderly, and polite in their conduct and speech at all times. **Intoxication, use or possession of any controlled substance, or impolite, discourteous, or obscene speech or conduct toward, or in hearing or viewing of the public shall be sufficient grounds for terminating of the lease at the sole and absolute option and discretion of the Lessor.** In addition, the Lessee shall keep a reasonable area adjacent and in close proximity of the location clean and free of debris at all times.
5. **LESSEE BOOKING RIGHTS:** The awarding of exclusive privileges lies solely and absolutely with the discretion of Lessor. The Lessee shall confine the items offered for sale hereunder to those set out herein above. No exclusivity is intended to be expressed or implied hereby and none shall be construed therefrom.
6. **Vendor locations WILL NOT be rearranged. If you have any specific requests for your location, it must be WRITTEN on your contract. These spaces will be filled on a first come, first served basis.**
7. **The space described in this contract must be used ONLY for the purpose described under the "USE OF SPACE". Nothing may be sold or given away from a rented space unless provided for in this contract. NO ITEM shall be listed and/or sold on an "exclusive" basis without an agreement between Lessee and Fair Association.**
8. **PASSES & PARKING:** Each Lessee will be provided with a total of 6 vendor passes as well as 1 vehicle parking pass that will assigned to your specific vehicle. The specified vehicle will be allowed to park at the back gate. The parking pass must be attached to the registered vehicle at all times. Any vehicle that does not have the required pass will not be able to enter the back gate at any time.
9. No part of any space under Contract may be transferred or sublet to another party without approval of the Lessee and Fair Association.
10. **ONE 110-VOLT OR 220-VOLT OUTLET IS AVAILABLE TO EACH BOOTH. An additional fee will be charged for any other needed electric sources. Any other needed source must be requested below.**

11. No type of public address system, horn, instrument or noise making machinery may be used. This is to be determined by the Fair Association.
12. Length of Trailer, tent, or booth: _____ X _____

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13. NO EXHIBIT OR CONCESSION MAY BE REMOVED FROM THE FAIR **GROUNDS UNTIL 10PM** ON CLOSING DAY OF THE FAIR WITHOUT THE PERMISSION OF THE FAIR SUPERINTENDENT.

14. HOLD HARMLESS: The Lessee hereby undertakes and agrees to indemnify and to save and keep the HOWARD COUNTY FAIR ASSOCIATION, and the HOWARD COUNTY FAIR GROUNDS harmless from and against any and all loss, cost, expense, liability, or damage, and any and all claims, demands, or liability, by or to the general public, employees of the Lessee, or any bystanders, or others, on account of or occasioned by, and WHETHER DUE TO THE NEGLIGENCE OF LESSEE, THE LESSOR- THE HOWARD COUNTY FAIR ASSOCIATION, THE HOWARD COUNTY FAIR GROUNDS, OR ANY EMPLOYEE OR AGENT OF LESSEE, or otherwise, the installation, construction, repair, alteration, maintenance, operating, dismantling of or removal from the premises of the Lessor's facilities and equipment, or as a result of theft, burglary, malicious mischief, or accident.

If the Lessee is to sell, give or dispense or otherwise make available to the public any food or beverage or any other matter for ingestions by living beings, whether human or animal: The Lessee hereby undertakes and agrees to indemnify and to save and keep the LESSEE, THE LESSOR- THE HOWARD COUNTY FAIR ASSOCIATION, THE HOWARD COUNTY FAIR GROUNDS, OR ANY EMPLOYEES OR AGENTS OF LESSEE harmfulness from and against any and all loss, cost, expense, liability or damage, and any and all claims, demands, or liability by or to the general public or employees of Lessee or others on account of or occasioned by, WHETHER DUE TO NEGLIGENCE OF THE LESSEE, THE LESSOR- THE HOWARD COUNTY FAIR ASSOCIATION, THE HOWARD COUNTY FAIR GROUNDS, OR ANY EMPLOYEES OR AGENTS OF THE LESSEE, the Lessee's distribution of the aforesaid food, beverage, or other ingestible matter.

The Lessee specifically hereby undertakes and agrees to indemnify and to save and keep the Lessee, THE LESSOR- THE HOWARD COUNTY FAIR ASSOCIATION, THE HOWARD COUNTY FAIR GROUNDS, OR ANY EMPLOYEES OR AGENTS OF THE LESSEE harmless from and against any and all loss, cost, expense, liability or damage, and any and all claims, demands, liability or judgments by or to the general public, employees of the Lessee, or any by-standers or others as a result of any actions whatsoever of Lessee or its agents and employees, AND WHETHER DUE TO THE ACTIONS OF LESSEE, THE LESSOR- THE HOWARD COUNTY FAIR ASSOCIATION, THE HOWARD COUNTY FAIR GROUNDS, OR ANY EMPLOYEES OR AGENTS OF THE LESSEE WHICH WOULD CAUSE AN ACTION UNDER THE DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT OF THE STATE OF TEXAS.

15. We need a photo of your trailer or setup.

Signed by the Lessee on the _____ day of _____, 2018.

LESSEE: _____

HOWARD COUNTY FAIR ASSOCIATION: _____

Director of Concessionaires