

HOWARD COUNTY FAIR ASSOCIATION

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

2019 Exhibit Contract- Retail Sales and Commercial Space
Sept. 20th – 22nd (Fri. 5pm- 10pm), (Sat. 10pm-8pm), (Sun. 12pm- 5pm)
For questions contact Crystal Wash: 432-267-5053 or Rachael Grantham: 361-522-8450

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

Name for sign display: _____

Name of Lessee: _____ Phone: _____

Mailing Address: _____

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

Please list use of space (items to be sold or given away / Informational) See #3:

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 on page #2, 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 below. The Lessor shall have no obligation to pay commissions or other compensation to any advertising or other representative of Lessee.
2. **50% of the total booth fee is due with your contract.**
3. **CANCELLATION AND WITHDRAWAL: Should the Lessee for any reason whatsoever, cancel or revoke this Contract within any of the applicable periods specified herein below, the Lessor shall not be obligated to Lessee beyond the applicable amount specified herein below for the refund of rental theretofore paid by Lessee:**
 - A) **Before August 1, 2019** **Deposit will be refunded**
 - B) **After August 1, 2019** **No refund and contracted space may be resassigned by Lessor at its discretion and contract is voidable at the option of Lessor.**
4. The space described in this Contract must be used **ONLY** for the purpose described under "USE OF SPACE". Nothing may be sold or given from a rented space unless provided for in this contract. **NO ITEM** shall be listed and/ or sold on an "EXCLUSIVE BASIS". Please list items to be given away. **There will be NO BOOTH SHARING. Each vendor must purchase their own space.**
5. No part of any space under Contract may be transferred to sublet to another party without approval of the Lessor.

6. A total of **4 VENDOR PASSES** will be given to each vendor. If you need additional vendor passes, they can be **purchased for \$15 each**. Each pass will provide admission for the entire duration of the event.
7. **If back door access is needed to set up your booth space, you must set up ON THURSDAY. Back door access will NOT be available on FRIDAY.**
8. **Set up & Tear down times are as follows:**

<u>Set up:</u>	Thurs. 2:00 PM – 8:00 PM	<u>Tear down:</u>	Sun 5:00 PM – 8:00PM
	Fri. 10:00 AM – 4:00 PM		
9. **During tear down on Sunday, you must exit the building and haul all merchandise through the front entrance. YOU WILL NOT BE ABLE TO USE THE BACK DOOR FOR LOADING AND TEAR DOWN.**
10. **No one, including the Lessee, shall remain in the building after 4:00 PM Friday. The building must be cleared in order to open for the Fair. The Lessee will be allowed to re-enter 30 minutes prior, with required vendor pass.**
11. All Exhibitor booths shall be ready for inspection no later than 4:00 P.M. the first day of the fair.
12. **No exhibit or concession may be removed from the Fair Grounds until 5:00 P.M. on the closing day of the fair.**
13. **IF YOU TEAR DOWN YOUR BOOTH BEFORE 5:00PM ON SUNDAY, YOU WILL NOT BE PERMITTED TO HAVE A BOOTH IN THE FUTURE.**
14. Signs, banners and decorations must be constructed in such a manner as not to create a hazard. Crepe paper or highly flammable materials are not permitted in preparation of booths. It is encouraged to prepare each booth as presentable and inviting as possible.
15. All improvements on said space shall be done at the expense of the Lessee, subject to the approval of the Fair Association. Unless otherwise provided for, all improvements must be removed by noon one day after the conclusion of the Fair at the expense of the Lessee and the space must be left in a condition equal to that at the time of occupancy.
16. One 110 outlet is available to each booth. Some outlets may be located on the beam over your booth. **Extension cords are not provided, so please bring one just encase.** An additional fee will be charged for anything extra.
17. **Each booth space is based on an 8' x 10' area. Each booth space consists of 1 table and 2 chairs. No indoor tents are allowed.**
18. The price of an indoor booth is \$150.00 for each 8X10 space. **50% of your booth rental is due with your contract. The remaining 50% is due by August 1st...if not received by this date, you forfeit both your deposit and booth space.**
19. **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.**

Booth rent: \$ 150.00 per booth
of booths: _____
of Additional Vendor Passes: _____
Total rental: _____
Paid: _____ **on** _____

Balance Due: _____

20. The Howard County Fair Association, its officers, directors and employees shall not in any way be held responsible for loss, damage, or injury to articles, livestock or person while same is on the Fair Grounds. The Fair association will take all reasonable precautions to protect the property and exhibits of the concessionaires and exhibitors- but will not be liable for or make payment for any article, animal, or property loss, damaged or injured while on the Fair Grounds.
21. No type of public address system, horn instrument or noise making machinery may be used. This is to be determined by the Fair Association.
22. **HOLD HARMLESS:** The Lessee hereby undertakes and agrees to indemnify and to save and keep Lessor, 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 by-standers, or others on the account of or occasioned by, WHETHER DUE TO THE NEGLIGENCE OF THE LESSEE, THE LESSOR- THE HOWARD COUNTY FAIR ASSOCIATION, OR HOWARD COUNTY FAIR GROUND OR ANY EMPLOYEES OR AGENT OF LESSEE, or otherwise, the installation, construction, repair, alteration, maintenance, operating, dismantling of or removed from the premises of Lessee's facilities and equipment, or as a result of theft, burglary, malicious mischief or accident.

If the Lessee is to sell, give, dispense or otherwise make available to the public or any for or beverage or any other matter for ingestion by living things whether human or animal, the Lessee hereby undertakes and agrees to indemnify and to save and keep the LESSEE, THE LESSOR OR 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 or employees of Lessee or others on account of or occasioned by, WHETHER DUE TO THE NEGLIGENCE OF THE LESSEE, THE LESSOR- THE HOWARD COUNTY FAIR ASSOCIATION OR THE HOWARD COUNTY FAIR GROUND OR ANY EMPLOYEES OR AGENTS OF THE LESSEE, otherwise the Lessee's distribution of aforesaid food, beverage or other ingestible matter.

The Lessee specifically hereby undertakes and agrees to indemnify and to save and keep the Lessor, THE HOWARD COUNTY FAIR ASSOCIATION, OR 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 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 or employees and WHETHER DUE TO THE ACTIONS OF LESSEE, THE LESSOR- THE HOWARD COUNTY FAIR ASSOCIATION, OR THE HOWARD COUNTY FAIR GROUNDS, OR ANY EMPLOYEES OR AGENTS OF THE LESSEE, WHICH WOULD CAUSE AN ACTION UNDER THE DECEPTIVE TRADE PRACTICE- CONSUMER PROTECTION ACT

OF THE STATE OF TEXAS.

THE LESSEE HEREBY CONTRACTS FOR THE CONTRACTED SPACE DURING THE FAIR
AT THE PRICE STATED, SUBJECT TO THE FORGOING RULES AND REGULATIONS.

Signed by the Lessee on the _____ day of _____, 2019

And by the Lessor on the _____ day of _____, 2019

Lessee

Howard County Fair Association - Lessor