

2024 APPLICATION/CONTRACT FOR INDOOR COMMERCIAL EXHIBIT SPACE



BRAZORIA COUNTY FAIR ASSOCIATION, INC.

P.O. BOX 818 901 S. DOWNING ROAD
ANGLETON, TX 77516 979-849-6416 FAX 979-849-6985

www.bcfa.org

2024 Fair Dates – October 11th – 19th

****BCFA will NOT be providing dividing drapery this year****

*****Brazoria County Fair Association reserves the right to make addendums to this application/contract which if applicable will be attached to and made a part of this agreement; Lessee will be notified and receive a copy of any such changes or addendums*****

LESSEE INFORMATION

Please **print** all responses completely and clearly

Firm Name (Corporation/Partnership/Sole Proprietor/Individual)

Contact Person

Phone

E-mail

Mailing Address

City

State

Zip

Cell Phone

BOOTH CHOICES:

1ST choice _____

2ND choice _____

3RD choice _____

FOR INSIDE BOOTHS ONLY:

BOOTH SIGN TO READ _____

(Maximum 3 spaces-only applicable if contract is processed two (2) weeks prior to Fair)

HOW WILL YOU USE YOUR SPACE?

() Direct Sales

() Display of merchandise for later sales

() Display of service or promotion

LIST ALL ITEMS TO BE DISPLAYED, SOLD or GIVEN AWAY... PLEASE BE SPECIFIC

***ITEMS NOT LISTED MAY NOT BE DISPLAYED OR SOLD.** Nothing shall be sold or given away which in any way conflicts with the Brazoria County Fair Association. Use of the Brazoria County Fair logo or name is prohibited. The Commercial Exhibit Committee must approve all changes or additions to items sold or displayed before placing items in booth/space.

DRAWINGS

*Prizes offered in drawings must be listed. **Drawing must be held by the close of the Fair.**

We will have a drawing: YES _____ NO _____ Prize/s _____

Submittal of this application **does not guarantee** you will be selected for booth space.
Application and payment must be submitted no later than the first Friday of August.

2024 RULES GOVERNING INDOOR COMMERCIAL EXHIBITS

Failure to follow the Commercial Exhibit Rules may result in Lessee being barred from future Brazoria County Fair Association Commercial Exhibits.

Liability Lessee agrees to indemnify and hold harmless the BRAZORIA COUNTY FAIR ASSOCIATION, INC. ("Lessor"), Lessor's agents, officers and employees from all claims, losses, costs, damages, or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by any act, omission or neglect of Lessee or Lessee's agents, employees and invitees, contractors or guests which occurs in or about the Leased Space. Lessee agrees to use and occupy the Leased Space at Lessee's own risk and hereby releases Lessor, its agents, officers, employees and invitees from all claims for any damage, loss or injury to persons or property to the full extent permitted by law occurring in or about the Leased Space, including but not limited to, damages resulting from the acts of other lessees, theft, vandalism, fire and other casualty damage or damage arising out of any defects in the premises.

Insurance The Lessor requires a certificate of insurance naming Brazoria County Fair Association as additional insured with a \$1,000,000 liability limits from all Commercial Exhibitors. **Certificate of Insurance must accompany application or received in the Fair Office by the first Friday in August.** Insurance may be purchased through the Brazoria County Fair Association for the nine days of the Fair for \$ 100.00. **Exhibitors will not be allowed to set up unless a certificate of insurance is supplied to the Fair Office or Exhibitor has purchased the temporary insurance offered by the Brazoria County Fair Association.**

Please mail your Certificate of Insurance or Proof of Coverage to:

Brazoria County Fair Association

P.O. Box 818

Angleton, TX. 77516

Exhibitor Passes Two Exhibitor Passes and a Commercial Exhibit Parking Permit will be issued at time of **check-in only**. Upon acceptance of application, lessee may purchase extra day passes for **\$ 5.00 per ticket for workers** in their space. **This will be the only time lessee will be allowed to purchase advance day passes.** Additional day passes may be purchased at gate price. Lessee may purchase reserved parking permits for a fee of **\$15.00. This will be the only time lessee will be allowed to purchase advance parking permits.** Additional parking permits may be purchased in the Fair Office for **\$20.00.**

Exhibitor Parking Each exhibitor will receive one **Commercial "C" Parking Pass** to be used for entrance to the grounds for the **initial setup** and allows parking in the Reserved/Commercial parking lot area. **NO TRAILERS (storage or live in) will be allowed to stay in the parking lot.** Additional Reserved Parking passes may be purchased in the Fair office for **\$20.00. Vehicles will not be allowed to remain in the Exhibit area without prior approval.**

Installation of Exhibits Exhibit shall be set up in completed form and approved by Lessor no later than 2:00 p.m. on the first Friday of the fair. Exceptions (emergencies or extenuating circumstances) regarding set up time will be considered on an individual basis by Superintendent of Commercial Exhibits. In the event the Lessee's exhibit has not been satisfactorily set up by 10:00 a.m. on the first Saturday of the fair, Lessor shall be entitled to enter upon and take possession of the Leased Space, with or without terminating this Lease and without any obligation to give prior notice of its intention and at its option, re-let the Leased Space. **Exhibitors or booth workers will not be allowed inside the Fairgrounds without a valid pass or ticket.**

Lease Period Booth spaces shall be leased for the period commencing on the evening of 10/12/23 and ending on the night of 10/21/23. **Lessee understands and agrees that this application cannot be cancelled except under unforeseen instances,** which will be considered by the Fair Association and **at its discretion** may issue a full or partial refund.

ALTERATION OR MODIFICATION OF BCFA ELECTRICAL SUPPLY IS PROHIBITED.

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**ONCE SET UP, EXHIBITORS WILL NOT BE ALLOWED TO MOVE WITHOUT APPROVAL FROM
COMMERCIAL EXHIBIT SUPERINTENDENT**

SET UP HOURS

**Thursday, October 10, 2024 8:00 A.M. - 5:00 P.M.
Friday, October 11, 2024 8:00 A.M. - 2:00 P.M.**

Exhibit Areas Lessee must not obstruct the view of an exhibit in an adjoining space, nor permit such exhibit to be placed or operated in any manner offensive or objectionable, in the reasonable opinion of the Lessor, to the adjacent or surrounding exhibitors or to the Show as a whole. Electricity will be provided.

EXHIBIT HOURS

Lessee shall maintain a responsible individual/s in the Leased Space during the stated hours.

BOOTHS MUST BE MANNED DURING ALL STATED EXHIBIT HOURS. THE BRAZORIA COUNTY FAIR ASSOCIATION IS NOT RESPONSIBLE FOR EXHIBITOR'S MERCHANDISE OR EXHIBIT AREA IF BOOTH IS NOT MANNED DURING THESE HOURS OR IF EXHIBITOR LEAVES BEFORE STATED CLOSING TIMES.

EXHIBITION HOURS ARE AS FOLLOWS:

Friday, October 11	2:00 PM to 10:00 PM
Saturday, October 12	12:00 PM to 10:00 PM
Sunday, October 13	1:00 PM to 10:00 PM
Monday, October 14	2:00 PM to 10:00 PM
Tuesday, October 15	9:00 AM to 9:00 PM
Wednesday, October 16	2:00 PM to 10:00 PM
Thursday, October 17	2:00 PM to 10:00 PM
Friday, October 18	2:00 PM to 10:00 PM
Saturday, October 19	10:00 AM to 10:00 PM

Opening/Closing hours may be modified on a daily basis at the discretion of the commercial exhibit superintendents.

**RE-STOCKING – Normal restocking will be one hour prior to exhibition hours.
NO DRIVING IN THE BACK GATE.**

Penalty for Late Exit: VENDORS will be allowed 15 minutes after building closing time to close their booths and exit the building. Any Vendor not exiting the Commercial Exhibit buildings within 15 minutes of closing will be subject to a penalty of \$5.00 per minute.

Dismantling of Exhibits The gates will open at 8:00 a.m. to 11:00 a.m. on Sunday, following the conclusion of the fair for removal of exhibits. The entire exhibit and all of Lessee's property must be removed from the premises no later than 5:00 p.m. on Monday following the conclusion of the fair. If Lessee fails to vacate the Leased Space Lessor may and is hereby authorized and made the agent of the Lessee, to remove the exhibit and store the same at the cost of the Lessee. The lessee shall indemnify and hold harmless the Lessor for any cost or liability incurred in connection with such removal. Lessee shall be responsible for the supervision, control, and maintenance of the Leased Space during the entire term of this lease. The Leased Space shall be returned to Lessor in original condition and Lessee shall reimburse the Lessor for any cost or expense of Lessor in repairing any damage occurring during the Lease Term. Failure to follow the Commercial Exhibit Rules may result in Lessee being barred from future Brazoria County Fair Association Commercial Exhibits.

Employees & Guests: Lessee shall be responsible for the conduct of employees, agents, visitors, or guests of the Lessee in or about the lease space. Lessee shall cause all such employees, agents, visitors, or guests of Lessee to be familiar with all Rules Governing Commercial Exhibits.

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Taxes: All sales taxes, income taxes, or payroll taxes arising out of or in connection with Lessee's use of the Exhibit Space are the sole responsibility of Lessee. Exhibitor's Sales Tax Permit must be prominently always displayed in space if exhibitor is selling merchandise directly to the public.

Compliance With Laws: Lessee, his agents, employees, or assigns shall comply with all rules, regulations and requirements of the Fire Marshall, the Health Department of the City of Angleton and the Sheriff's Department of the County of Brazoria or any governmental entity having jurisdiction over the premises. Lessee may at Lessor's sole option be asked to immediately cease its operations, if the conduct of his agents, employees or assigns should be found to be in violation of any such rules, regulations, or requirements. All Exhibits are subject to inspection by Fair Management and/or Fair Security at any time. **ALL SPACES MUST INCLUDE A WORKING FIRE EXTINGUISHER.**

Cancellation of Contract

If contract is cancelled within three weeks of Fair Dates Brazoria County Fair will keep \$100 of your rental fees.

USE OF THE LEASED SPACE/S

- a. **Sound systems, musical instruments, noisemakers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may NOT be used without prior consent of Lessor.**
- b. Nothing shall be sold or given away which in anyway conflicts with the Fair Association. **UNAUTHORIZED** use of the Brazoria County Fair name or Logo for any purpose is prohibited. **Prizes offered in drawings must be listed on the application with the drawing being held by closing of the Fair.** ALL PRIZES NOT PICKED UP OR GIVEN OUT TO WINNERS BEFORE CLOSING OF THE FAIR **MUST** BE LEFT IN THE FAIR OFFICE FOR DISTRIBUTION. ANY PRIZE NOT CLAIMED WITHIN THIRTY (30) DAYS OF THE CLOSE OF THE FAIR BECOMES THE PROPERTY OF THE BRAZORIA COUNTY FAIR ASSOCIATION.
- c. Lessee agrees not to use the Exhibit Space for any **political purpose.**
- d. Exhibitors may not solicit, barter, or entice patrons or work beyond the outside perimeter of their Leased Space.
- e. The Lessee may not transfer or sublet the Exhibit Space to another party.
- f. Lessee is expected to keep Exhibit Space as neat as possible. Before closing move, all refuse to front of space for removal by maintenance crew.
- g. Lessee may include service animals in exhibit **only if all of the following criteria are met:**
 - 1) all animals must be approved by the Commercial Exhibit Committee.
 - 2) all animals must meet Texas Animal Health requirements and have current health papers. **ABSOLUTELY NO REPTILES.**
 - 3) **No** pets allowed in any Commercial Exhibit space.
- h. The Lessee may not sell and/or display any hazardous merchandise or weapons, which includes but not limited to: **Gun powder products, stink bombs, firecrackers, throw down poppers, laser pointers, no knives of any kind will be permitted, No potato guns, guns, brass knuckles (double or triple ring).**
- i. The Lessee may not advertise any illegal drugs and/or drug paraphernalia (i.e., posters, T-Shirts, etc. displaying marijuana plants, crack-cocaine, etc.). **THIS ALSO INCLUDES GANG RELATED ITEMS AND ANYTHING DEEMED INAPPROPRIATE BY THE AUTHORITIES.**
- j. The Lessee is prohibited from **Tattooing or Body Piercing.**
- k. Temporary tattooing and or face/body painting may be applied only on already exposed skin. Clothing may not be lifted or removed.
- l. **No** selling or giving away of helium balloons will be allowed on the Fairgrounds.
- m. **No** fortunetellers, psychics, palm readers, tarot cards, crystal balls, etc. will be allowed.

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- n. **No** companies or organizations representing free, discount or time-share vacations will be allowed.
 - o. Use of the Brazoria County Fair Association name as a claim of endorsement or recommendation is strictly prohibited.
 - p. **No** selling of bottled water or soft drinks. Drinks of any other must be approved by the committee.
- 1) No Glass Containers.

Removal of Exhibit/Exhibitor by Lessor The Lessor reserves the right to prohibit any exhibit (1) which in Lessor's reasonable judgment, may detract from the general character of the event; (2) if the business or exhibition carried on by the Lessee or the manner of conducting the same is not as represented at the time of the event; (3) if the exhibit was entered under false pretenses; or (4) if the exhibit is in violation of any of these Rules Governing the Commercial Exhibits. If an exhibit is prohibited under the terms hereof, Lessor shall have the right, but no obligation, to remove the exhibit or any banner, advertising matter or other property of the Lessee situated within or about the Leased Space, but such removal shall be at the cost and expense of Lessee, and Lessee shall immediately reimburse Lessor for any cost or expense Lessor incurred in so removing Lessee's exhibit or portions thereof. Under such circumstances, Lessee **shall not be entitled to a refund of money paid to Lessor under the terms of the Contract.**

Lease Agreement Lessee agrees to abide by all rules, regulations, specifications, and requirements set out in the Rules Governing Commercial Exhibits, the General Rules and Regulations of the Brazoria County Fat Stock and Fair Association, Inc. (found in the front part of the annual catalog), the laws of the City of Angleton and the State of Texas. A copy of the catalog is available for review in the Fair Office.

By initialing below, I/we acknowledge that we have read the "Rules and Regulations" posted on BCFA.org website. _____ (initial)

Subject to the Rules Governing Commercial Exhibits and pending approval of Application/Contract I/we as the Legal Representative for _____ agree to lease Booth/ Space No.: _____. Space is located as diagrammed on the Commercial Exhibits Map, a copy of which I/we have received. Said Booth/Space shall be leased for term stated in contract. I/we agree to pay to Brazoria County Fair Association the following:

1. Booth Fee: \$ _____
 - Inside 10'x10' \$ 475.00
 - Inside – Corner \$ 550.00
2. **Day Passes (\$ 5.00) _____ (ONLY WHEN APPLICATION IS SUBMITTED)**
3. Weekly Passes (\$ 45.00) _____
4. Parking Passes (\$15.00) _____
5. Insurance (\$ 100.00) _____
- TOTAL DUE: \$ _____**

Upon acceptance of this Application by Brazoria County Fair Association, Angleton, TX the Booth/Space specified in this Application shall be reserved for Lessee for the Lease Term as stated herein. Money accompanying Applications not accepted by the Brazoria County Fair Association will be refunded. It is understood and agreed that booth/space will not be considered leased until all fees have been **paid in full** and received in the Fair Office.

All applications *must* be received in our office no later than Friday, August 2, 2024, as we do have a waiting list.
All payments must be received/paid in full by August 2, 2024.

OUT OF STATE VENDORS MUST REMIT PAYMENT IN CASH, CREDIT CARD, MONEY ORDER OR CERTIFIED CHECK.

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THIS APPLICATION IS NOT VALID UNTIL BOTH LESSOR AND LESSEE HAVE SIGNED AND PAYMENT HAS BEEN RECEIVED IN FULL AUGUST 2, 2024.

LESSEE SIGNATURE

DATE

**BCFA will NOT be providing dividing drapery this year _____ (Initial for acknowledgement)

APPROVED AND ACCEPTED FOR BRAZORIA COUNTY FAIR ASSOCIATION, INC.

BCFA REPRESENTATIVE

DATE

VISA/MASTERCARD/AMEX/ DISCOVER ACCEPTED

Office use only:

Pd: Cash _____ Ck# _____ CC _____

Date _____

Rcpt# _____

Received by: _____ Need Insurance

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

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Awards will be presented to the "Best Indoor Commercial Exhibit."

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