

# 2024 APPLICATION/CONTRACT FOR MIDWAY/OUTDOOR/LIVESTOCK BARN EXHIBIT SPACE & OUTSIDE HOE SPACE

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## 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](http://www.bcfa.org)

**2024 Fair Dates - October 11<sup>th</sup> – 19<sup>th</sup>**

**\*\*\*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:**

1<sup>ST</sup> choice \_\_\_\_\_

2<sup>ND</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

**NOTE:** When requesting your space(s) be sure to include footage needed for awnings, tanks, trailer tongues, overhangs, etc. as your trailer tongues, tanks, etc. may not protrude into adjoining space.

### **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 will in any way conflict 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. If more space is needed use the back of this page.

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

## 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 \_\_\_\_\_

Prizes: \_\_\_\_\_

**Exhibit hours are as stated in attached rules.**

**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**.
- **Lease Period** Booth spaces shall be leased for the period commencing on the evening of October 11, 2024, and ending on the night of October 19, 2024. **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.**
- **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 pass or ticket.**
- **Parking Pass** 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 areas. **NO TRAILERS (storage or live in) will be allowed to stay in the parking lot area.** Additional Reserved Parking passes may be purchased in the Fair office for **\$20.00**.

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*Vehicles, campers, or other live-in trailers may not remain in the Exhibit area without prior approval and additional fees will be charged. Personal ATV, UTV, Or Golf Carts are NOT allowed.*

All tents, tarps and canopies must be anchored to withstand at least 30 mile per hour winds. These should be lowered or closed when the booth is not in operation. Use of barrels of water or concrete to secure tents is suggested. NO holes may be dug in the blacktop or other types of hard surfacing in erecting exhibits without the consent of the commercial exhibits Superintendent. All stakes or other obstructions must be clearly marked for safety.

**ALTERATION OR MODIFICATION OF BCFA ELECTRICAL SUPPLY IS PROHIBITED.**

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

**SET UP HOURS:**

Thursday, October 10 8:00 A.M. - 5:00 P.M.

Friday, October 11 8:00 A.M. - 2:00 P.M.

**Delivery Gates** Exhibitors vehicles will be allowed on the grounds for restocking their Exhibits each day from 8:00 a.m. to 9:00 a.m. provided the vehicle has a "C" parking permit properly displayed. Commercial Exhibits Superintendents will open, man and close Commercial Exhibits during the restocking period each day. Exhibitors may hand carry and restock exhibits at any time permitted by security or directed by Exhibits Superintendent. **A "C" parking permit DOES NOT allow your vehicle to remain inside the Fairgrounds.**

**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.**

**THE BRAZORIA COUNTY FAIR ASSOCIATION IS NOT RESPONSIBLE FOR EXHIBITORS 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 11:00 PM or Carnival Closing
Saturday, October 12	11:00 AM to 11:00 PM or Carnival Closing
Sunday, October 13	1:00 PM to 11:00 PM or Carnival Closing
Monday, October 14	2:00 PM to 11:00 PM or Carnival Closing
Tuesday, October 15	2:00 PM to 11:00 PM or Carnival Closing
Wednesday, October 16	2:00 PM to 11:00 PM or Carnival Closing
Thursday, October 17	2:00 PM to 11:00 PM or Carnival Closing
Friday, October 18	2:00 PM to 11:00 PM or Carnival Closing
Saturday, October 19	10:00 AM to 11:00 PM or Carnival Closing

**Dismantling of Exhibits:** Traffic will be allowed on the grounds Sunday, Oct. 20, 2024, 1:00 - 2:00 a.m. to remove exhibit during early exit time period. **An "EARLY EXIT PERMIT" is required.** The gates will re-open at 8:00 a.m. to 11:00 a.m. on Sunday, Oct. 20, 2024, for removal of exhibits. **There will be no security on the grounds after 11:00 a.m., Sunday, October 20.** The entire exhibit and all of Lessee's property must be removed from the premises no later than Monday, Oct. 21, 5:00 p.m. 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

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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 guest 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.

**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 displayed in space at all times 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.**

### **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 any way 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 the 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 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) Animals may not be removed at night and returned in the morning.
  - 4) **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.**

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- 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.
  - 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 on the BCFA.org website), the laws of the City of Angleton and the State of Texas.

**By initialing below, I/we acknowledge that we have read the "Rules and Regulations" governing Commercial Exhibitors posted on the 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 Space No.: \_\_\_\_\_. Space is located as diagrammed on the Outdoor Commercial Exhibits Map, a copy of which I/we have received. Said Space shall be leased for term stated in contract. I/we agree to pay to Brazoria County Fair Association the following:

**Upon acceptance of this application by Brazoria County Fair Association, Angleton, TX the 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 space will not be considered leased until all monies 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 \_\_\_\_\_

**APPROVED AND ACCEPTED FOR BRAZORIA COUNTY FAIR ASSOCIATION, INC.**

BCFA REPRESENTATIVE \_\_\_\_\_

DATE \_\_\_\_\_

**\*\*Brazoria County Fair Association reserves the right to make addendums to this 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 \*\***

**\*Note: Lessee using more space than allowed will be charged an additional \$50. Per linear foot.**

1. Space Fee:
 

Midway 25'x25'	Spaces A B & 1 – 23	_____ @ \$550.00 ea. \$ _____
East Outdoor	Spaces 40 - 47	
Midway 20'x25'	Spaces 24 – 30	_____ @ \$500.00 ea. \$ _____
Livestock Barn	Spaces	_____ @ \$500.00 ea. \$ _____
Outside HOE	Spaces 1 – 15	_____ @ \$300.00 ea. \$ _____
2. Day Passes \_\_\_\_\_ @ \$ 5.00 ea. \$ \_\_\_\_\_
- (ONLY WHEN APPLICATION IS SUBMITTED)
3. Weekly Passes \_\_\_\_\_ @ \$45.00 ea. \$ \_\_\_\_\_
4. Parking Passes \_\_\_\_\_ @ \$15.00 ea. \$ \_\_\_\_\_
5. Insurance \_\_\_\_\_ @ \$100.00 ea. \$ \_\_\_\_\_
6. Other (**trailer**) Fees \_\_\_\_\_ @ \$200.00 ea. \$ \_\_\_\_\_

**TOTAL DUE:** \$ \_\_\_\_\_

**VISA/MASTERCARD/AMEX/DISCOVER ACCEPTED**

Pd: Cash \_\_\_\_\_ CK# \_\_\_\_\_ CC \_\_\_\_\_

Date: \_\_\_\_\_

Rcpt# \_\_\_\_\_

Recv'd by: \_\_\_\_\_ Need Insurance ☐ Yes ☐ No

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