



AUSTIN COUNTY FAIR

(979)865-5995 • FAX (979)865-5216

PO Box 141 • BELLVILLE, TX 77418

LEASE FOR CONCESSION/EXHIBIT SPACE

This lease for Concession space entered in by and between AUSTIN COUNTY FAIR ASSOCIATION, a Texas Non-Profit organization, acting herein by the Office Manager thereunto duly authorized, herein called LESSOR and _____ herein called LESSEE.

Subject to the terms and conditions set forth below, LESSOR hereby leases the following space for the purpose of operating a Concession during the annual Austin County Fair in Bellville, TX and sponsored by LESSOR:

Inside commercial building space _____ or Outside space _____

List items to be sold: _____

Please send a picture of your set up as well as a list of items to be sold and price list.

1. **Term of Lease** – This lease shall be for a term commencing on **October 10, 2018 and ending October 14, 2018.**
2. **Consideration** – The Consideration to be paid to LESSOR is the sum of \$ _____ to be paid as follows:
 - a) LESSEE shall pay 50% of concession space as a deposit in the amount of \$ _____ with the signing of this contract. The balance of the front footage rental, plus insurance and utility charge, shall be due in **CASH** at check-in.
 - b) If the remaining balance is not paid when due, LESSOR may declare the contract null and void and retain the down payment as liquidated damages or, at its option, without in any way waiving any of its rights hereunder, accept a late payment or may sue for any damages it may suffer by virtue of LESSEE’S failure to carry out the terms of this lease. LESSEE’S right of access, however, at all times is subject to LESSOR’S superior right to control access generally to the Austin County Fairgrounds. Further, LESSOR reserves the right to preclude access by LESSEE in any situation of emergency.
 - c) Austin County Fair Association retains **50% of the total amount on any cancellation prior to September 3, 2018.** LESSEE forfeits anything paid if cancelled after this date. without additional charge, LESSEE will have access to the leased area prior to commencement of the lease for the purpose of preparing the exhibit. LESSEE will also be permitted access following termination of the lease for the purpose of taking down and removing the exhibits. LESSEE hereby agrees to remove from the fairgrounds any temporary buildings or structure erected in connection with exhibit not later than 1 day following the fair. Failure to do so will result in the Fair Association removing same.

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3. **Insurance Requirements** – It is the policy of LESSOR to require LESSEE to furnish proof of insurance with minimum limits of \$1,000,000.00 (Combined Single Limit) General Liability (includes bodily injury and property damage) and \$1,000,000.00 Product Liability. Under the terms of this lease, **LESSEE will provide certificate of insurance by October 1, 2018.** Such policy will designate LESSOR AS AN ADDITION INSURED. In the event LESSEE does not have insurance, LESSOR may purchase it for **\$100.00** for the five days through the Austin County Fair. **If LESSEE fails to furnish proof of such insurance by October 1, 2018, this contract will be null and void and the deposit will be retained by LESSOR as liquidated damages.** It is understood and agreed that in no case shall the Austin County Fair Association, the directors, or officers by held responsible for any loss, damage, or injury of any character to any person, animal or article while same is on the fairgrounds or at any other time or place. **LESSEE HEREBY INDEMNIFIES AND AGREES TO HOLD THE LESSOR HARMLESS FROM ANY CLAIM OR CAUSE OF ACTION ASSERTED AGAINST LESSEE OR LESSOR AS A RESULT OF ALLEGED ACTION OR INACTION BY LESSEE; SUCH INDEMNITY TO INCLUDE ALL CLAIMS OR JUDGEMENTS FOR ACTUAL OR PUNITIVE DAMAGES, COSTS, INTERESTS, AND ATTORNEY’S FEES.**

4. **Designs** – Exhibit designs will be subject to approval of **LESSOR**. No crepe paper or flammable material will be used in the construction of exhibits. Wherever possible, fire proof or fire-resistant materials will be used in such construction of exhibits. No helium will be permitted on grounds. Management has the right to remove any exhibit deemed inappropriate.
5. **Compliance with Laws** – **LESSEE**, its agents, and employees will comply with all laws and/or regulations of the Austin County Fair Association, the United States, the State of Texas and the County of Austin and will also comply with all Ordinances of the City of Bellville.
6. **Utilities** – 110V, 20 amp electric light and power circuits will be \$50.00 per outlet for the five day period. Where available, 220V, 25amp (maximum) electricity may be obtained at \$150.00 per outlet for five days. Application and contracts for utilities must be made through **LESSOR**. Any additional incurred costs thereby will be the responsibility of the **LESSEE**. If water is needed by **LESSEE**, there will be a \$25.00 charge payable at time of rental contract (this fee includes trash disposal).
7. **Antennas** – Antennas and similar devices will not be erected on the roof of any building.
8. **Hours of operation:**

Outside Exhibits	Inside Commercial Bldg. Exhibits
Wednesday: 10:00 am – Midnight	Wednesday: 10:00 am – 11:00 pm
Thursday: 9:00 am – Midnight	Thursday: 9:00 am – 11:00 pm
Friday: 9:00 am – Midnight	Friday: 9:00 am – 11:00 pm
Saturday: 8:00 am – 1:00 am	Saturday: 9:00 am – 11:00 pm
Sunday: Noon - 6:00 pm	Sunday: Open Hours

No exhibit may be removed from fairgrounds prior to 6:00 pm on closing day of fair, unless approved by the office manager.

9. **Subletting** – No part of the leased premises may be sublet to any other exhibitor, business, organization or individual.
10. **Place of Business** – **LESSEE** may operate only on the leased premises and no other. **LESSEE** will conduct its business or exhibits in such a manner as to cause the lease interference to other **LESSEES**.
11. **Posted Prices** – **LESSEE** will post, in a prominent place on the leased premises, the cost of all items being sold. Prices will remain throughout the duration of the fair unless **LESSOR** approves any changes. A list of all items to be sold **MUST** be furnished to **LESSOR** upon execution of this contract. **LESSOR** reserves the right to delete any items to be sold.
12. **Sales Tax** – **LESSEE** will be solely responsible for the reporting and payment of any and all sales and/or use taxes applicable to the above named exhibit space and to indemnify and hold the AUSTIN COUNTY FAIR ASSOCIATION, THE CITY OF BELLVILLE AND AUSTIN COUNTY, its officers, agents, servants and employees forever harmless from any failure of the **LESSEE** to timely report and remit any applicable sales and/or use taxes.
13. **Loud Speakers** – No type of public address system, loud speakers or amplifiers may be used by **LESSEE**.
14. **Entry to Fairgrounds** – **Two (2) Passes will be issued to LESSEE**. Additional passes may be purchased from the Fair Office at the advance ticket price. Passes must be presented at gate for entry into fairgrounds. **DELIVERIES MUST BE DONE PRIOR TO ADMISSION GATES OPENING**, after which time vehicles **MUST** be returned to designated parking area. **ABSOLUTELY NO VEHICLES WILL BE ALLOWED ENTRANCE ONTO THE FAIRGROUNDS AFTER ADMISSION GATES OPEN**. No deliveries will be accepted by **LESSOR** for **LESSEE**. **LESSEE** will not be allowed to park in fairgrounds without a special permit. All unauthorized vehicles will be towed at owner's expense.
15. **Parking** – **LESSEE**, its agents and employees, will park their vehicles in designated areas set by **LESSOR**. **LESSEE** will receive **two(2) parking passes**. Additional parking passes can be purchased at the fair office.
16. **Improvements** – All improvements built or incited by **LESSEE** must be approved by the **LESSOR** and must be removed **1** day following the last day of the fair. The leased area must be returned to **LESSOR** in the same condition as received, reasonable wear and tear alone accepted. If **LESSEE** fails to remove any such improvements within the stated time, they will become the property of **LESSOR** without any further action by **LESSOR**. **LESSOR** may remove and dispose of such improvements in any manner it desires or deems proper. If any consideration is received by **LESSOR**, such consideration will be rained by **LESSOR** as liquidated damages.
17. **Maintenance of area** – **LESSEE** will at all times maintain the leased area in a neat, clean condition. Trash and garbage will be disposed of daily in a manner approved by **LESSOR**.

18. **Alcoholic Beverages** – UNDER NO CIRCUMSTANCES WILL LESSEE SELL OR OTHERWISE PROVIDE TO FAIR ATTENDEES OR ANY OTHER PARTY, ANY ALCOHOLIC BEVERAGES. It is understood that beer is permitted to be sold only by the Austin County Fair Association.
19. **Items Sold** – Our Fair fully supports the youth of Austin County, therefore, **NO CONCESSIONAIRE WILL BE ALLOWED TO SELL SOFT DRINKS, WATER OR HAMBURGERS OF ANY KIND**, due to these items being sold by Austin County 4-H and FFA Organizations. ALL OTHERS ITEMS MUST BE APPROVED BY THE OFFICE MANAGER.
20. **Giveaways** – If LESSEE intends to give away products or merchandise to a winner to be determined by a lottery or drawing, the time and place of such drawing or lottery must be published in a prominent place within the leased area. Immediately after the determination of the winner, the name and address of such winner will be submitted to LESSOR. LESSEE will not give away any type of product or merchandise that is being sold by other LESSEES.
21. **Waiver** – Waiver by either party to this contract on any term or condition thereof will not constitute a waiver of any other term or condition.
22. **Heading** – The paragraph heading are for convenience only and shall not be taken or interpreted as any part of the substantive provisions of this agreement.
23. **R.V. Parking** is available, however, you must supply your own electrical cords and water hoses. Please call in advance to reserve your space and to insure that your cords and water hose is long enough to reach poles and faucets. All R.V./Motor Homes that require more than 30 amps must supply their own adaptor. All other supplies that require you to operate your R.V./Motor Home will be at the cost of the owner. If an electrician is needed to wire in your R.V./Motor Home, an extra charge will be assessed. Pricing may vary depending on the size of your R.V./Motor Home.
24. **Entire Contract** – This contract constitutes the entire agreement between the parties thereto. No change or amendment shall be effective unless agreed to in writing by both parties.

PLEASE NOTE: All complaints, requests or problems must be taken up with the Office Manager/Vendor Chairman. Other directors/committeemen do not have the authority to approve of any changes or resolve any issues. Thank you for your cooperation

By signing, I accept all the terms and conditions of this contract:

Signed: _____ Name Printed: _____

Address: _____ City/State/Zip: _____

Phone: _____ Cell: _____

Sales Tax Permit number _____

APPROVED BY LESSOR:

Contract will not be valid without approval

FOR OFFICE USE ONLY – TO BE COMPLETED BY OFFICE!!

Booth Space Name _____

Space Rented _____

Total Booth Rental _____

Electricity: 110V, 20amp (\$50) _____

 220V, 25 amp (\$150) _____

Booth Water _____

Booth Insurance _____

RV Parking* _____

(Please check with office for pricing)

Other Expenses _____

Total Due _____

Less Deposit _____

Date Pd: _____

Balance Due _____

Ck#/Cash: _____

Balance paid in full _____

Date Pd.: _____

Additional expenses _____

Ck#/Cash: _____

Notes:

Vendor passes issued: _____

	Quantity	Date	Signature
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Vendor Parking permits issued: _____

	Quantity	Date	Signature
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