



AUSTIN COUNTY FAIR ASSOCIATION
P. O. Box 141
BELLVILLE, TX 77418
979-865-5995
979-865-5216 FAX

Vendor Information, Rules and Regulations

Policy Statement

The policy statement is to specify guidelines procedures in administering commercial exhibit space for the Austin County Fair. Any breach of the policy statement may result in the termination of your contract and the closure location without refund of recourse.

Booth Standards

Austin County Fair Association is not responsible for loss, theft, or damages. For your protection, your booth should be staffed at all times during operating hours. Under the terms of the contract, an individual or company may display, advertise, promote and sell their service or product. If sale of large merchandise is made, the merchandise may not be removed from the fairgrounds until the end of the fair. Unauthorized vehicles will not be allowed on the grounds to pick up merchandise prior to the end of the fair.

- 1. Term of Lease** – This lease shall be for a term commencing on **October 13, 2021 and ending October 17, 2021.**
- 2. Consideration**
 - a.** LESSEE shall pay **50% of your total vendor lease** 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 waiving any of its rights hereunder 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 August 2, 2021.** **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.

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 September 17, 2021.** Such policy will designate **LESSOR AS AN ADDITION INSURED.** In the event LESSEE does not have insurance, **LESSOR may purchase it for \$150.00** for the five days through the Austin County Fair. **If LESSEE fails to furnish proof of such insurance by October 5, 2021, 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 be 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. 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). Vendors must bring extension cords, power strips, etc. as needed.
7. **Hours of operation** – Exhibit hours will be as follows:

Wednesday: 10:00 am – Midnight
Thursday: 10:00 am – Midnight
Friday: 10:00 am – Midnight
Saturday: 10:00 am – 1:00 am
Sunday: Noon until 6:00 pm

**All Equipment, Merchandise, Food, etc. requiring vehicle access must be in place prior to 7:00 AM.
Vehicles must be OUT no later than 8:00 AM, NO EXCEPTIONS!**

****NO EXHIBIT MAY BE REMOVED FROM FAIRGROUNDS PRIOR TO 6:00 PM ON****
CLOSING DAY OF FAIR, UNLESS APPROVED BY THE OFFICER MANAGER.

8. **Subletting** – No part of the leased premises may be sublet to any other exhibitor, business, organization or individual.
9. **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.
10. **Sales Tax** – **LESSEE** will be solely responsible for the reporting and payment of 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. **LESSEE must provide a copy of your Sale Tax Certificate to the Austin County Fair by September 17, 2021.**
11. **Loudspeakers** – No type of public address system, loudspeakers or amplifiers may be used by **LESSEE**.
12. **Entry to Fairgrounds** – Four (4) Season passes will be issued to **LESSEE**. Additional passes may be purchased from the Fair Office. 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.
13. **Parking** – **LESSEE**, its agents, and employees, will park their vehicles in designated areas set by **LESSOR**. **LESSEE** will receive two (2) parking pass. Additional parking passes can be purchased at the fair office.
14. **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 retained by **LESSOR** as liquidated damages.
15. **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**. All **GARBAGE** must be picked up, no garbage, boxes or bags are to be left in your booth space. There will be dumpsters on the grounds where you may dump your garbage. The Austin County Fair provides a grease container to dispose of any oil or grease. Please see the Officer Manager for location.
16. **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.

- 17. 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 OTHER ITEMS MUST BE APPROVED BY THE OFFICE MANAGER.**
- 18. 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**.
- 19. 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.
- 20. Heading** – The paragraph heading is for convenience only and shall not be taken or interpreted as any part of the substantive provisions of this agreement.
- 21. R.V. Parking** – R.V. Parking is available for a fee; however, you must supply your own electrical cords, adapters, and water hoses. Please call-in advance to reserve your space and to ensure that your cord and water hose is long enough to reach connections. (There are limited spaces available for larger Motor Homes). All R.V./Motor Homes that require more than 30 amps must supply their own adaptor. Any 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.
- 22. 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.

Vendor Lease Agreement

**All Questions on this Application Must be Completed in Full.
Incomplete Applications Will Not Be Accepted.**

Business Name: _____

Contact Person: _____

Mailing Address: _____

City, State and Zip Code: _____

Business Phone: () _____ Cell Phone: () _____ Sales Tax Permit #: _____

Email Address: _____

List of Items to be sold:

Please send a picture of your setup, a copy of your sales tax certificate, as well as a list of items to be sold and price list.

List of References of Other Fairs or Festivals where you have exhibited:

Please provide dimensions for your space: Ex. 10x10, 10x20 etc. If you have a vendor trailer, please provide total length including tongue and awnings. _____

If you are renting a tent for your vendor space, please confirm the measurements and provide this information above.

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

Signed: _____ Name Printed: _____

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 _____

Concession Electricity: 110V, 20amp (\$50) _____
220V, 25 amp (\$150) _____

Exhibit Electricity: 110V (\$25) _____

Booth Water \$ 25 _____

Booth Insurance \$150 _____

*(RV pricing is for 5 days)

RV Parking* \$125 _____

RV Electricity* \$ 50 _____

RV Water* \$ 25 _____

Additional Expenses _____

Total Due _____

Less Deposit _____

Balance Due _____

Date Pd.: _____

Ck:/Cash: _____

Balance Due: _____

Date Pd.: _____

Ck:/Cash: _____

Balance Due: _____

Date Pd.: _____

Ck:/Cash: _____

Balance Due: _____

Date Pd.: _____

Ck:/Cash: _____

Balance Due: _____

Date Pd.: _____

Ck:/Cash: _____

Balance Due: _____

Notes: _____

Vendor Passes issued: Qty. _____ Date: _____ Signature: _____

Vendor Parking Permits: Qty. _____ Date: _____ Signature: _____

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