



May 15, 2009

**To all Vendors**

**Commercial Exhibitors and Concessionaires:**

This year is the 60<sup>th</sup> Anniversary of the Jackson County Youth Fair. The Fair will be at the new Brackenridge Recreation Complex (BRC) Main Events Center this year, located on Hwy 111 south. We are looking forward to the new venue and invite you to join us in this endeavor.

The fair gives you the opportunity to market your products or services to folks from all around Jackson and surrounding counties. Your business or organization will be able to “reach into the community” at the fair. Many groups find that they have more contact with the public during the fair than they do during the balance of the year. As usual, special promotions have been developed to help deliver fair-goers to the commercial and concession areas. Please consider this letter an invitation to participate in this great event.

We have enclosed for your review the following information:

- Contract and Lease Agreement.
- Exhibitor’s Exhibition Space Agreement and Information Sheet
- All Commercial Exhibitors and Concessionaires shall be required to provide proof of Liability Insurance, see attached User Liability Insurance Form.

The Jackson County Youth Fair will be **October 7<sup>th</sup> through October 10<sup>th</sup>, 2009**. To insure that you are reserved a place, return the signed contract to the address listed below as soon as possible. Please remit the appropriate payment with the contract. After the contract is fully executed, one copy will be returned to you. **The contract should be returned by Friday, September 11, 2009.**

COMMERCIAL & CONCESSION EXHIBIT booths are limited and will be rented out on a “first come first serve” basis. Exhibitors shall receive only two (2) season passes, please specify the person(s) that will receive each Fair pass.

There are no passes available for non-profit organizations; however season passes may be purchased at a reduced rate for those volunteering at your booth.

Volunteers and/or vendors may purchase season passes, in advance, at a reduced rate. Please call for details, verification of association with organizations may be required, such as work schedule of volunteers.

Due to the new venue, we will not be able to hold tickets at ticket booths anymore, sorry for the inconvenience. If you have any questions, please feel free to call me on my mobile (361) 782-8305, or email me at [treasurer@jcyf.org](mailto:treasurer@jcyf.org).

**Please remit payment to the Jackson County Youth Fair, P.O. Box 457, Edna Texas 77957.**

Sincerely,  
Deidra Whitley, Treasurer  
Jackson County Youth Fair



# 2009 JACKSON COUNTY YOUTH FAIR

## EXHIBITION SPACE AGREEMENT

### As part of the Commercial Exhibit and/or Concession Space Contract and Lease Agreement

Jackson County Youth Fair leases to Exhibitor exhibit space in the BRC Main Events Center for the exhibitions identified in the Application submitted by Exhibitor subject to the terms of that Application, the following terms and conditions, all information sheets issued within a reasonable time before each show, and all city, county, state, and federal laws which, although they may not be referred to herein, are specifically made a part of this agreement. All spaces reserved on a FIRST COME, FIRST SERVED basis.

Exhibitor agrees to pay Lessor the amounts set out in the Application for use of this exhibit space. It is understood that the exhibit space provided to Exhibitor shall be one of many exhibit spaces comprising a given exhibition.

### TERMS AND CONDITIONS

1. All merchandise and displays will be subject to Lessor's approval. Lessor reserves the right to cancel a booth reservation prior to an exhibition or require alteration, replacement, and/or removal of any merchandise, product, activity or exhibit from a show which Lessor in its sole discretion deems to be detrimental to or inconsistent with the quality, theme or dignified image of the exhibition.
2. Lessor shall organize, promote and lease exhibit space for the exhibitions described on the reverse. Exhibitor will be mailed an exhibition information sheet within a reasonable time before the official exhibition date. The information sheet will contain information on the date, time, place, set-up requirements, space assignments, etc.
3. Lessor will provide media advertising for the Fair, not individual vendors or Lessors.
4. Lessor reserves the right to assign all space locations and make space assignment changes prior to the exhibition opening as may become necessary to be consistent with good exhibition management procedures.
5. Lessor will exercise all reasonable diligence in protecting the property of Exhibitor. However, Lessor is not responsible or liable for the loss of or damage to Exhibitor's property from theft, mysterious disappearance, damage by fire, water, accident or any other cause.
6. Lessor makes no representations or warranties not expressly set forth herein.
7. Exhibitor agrees that the exhibit information sheet for each exhibition will be made part of this agreement.
8. Exhibitor agrees to provide Lessor with a description of the general exhibition contents for each exhibition and agrees to only display products, represent services, or display signs which have been approved by Lessor in its sole discretion.
9. Exhibitor agrees to design, construct, and operate the exhibit in accordance with the best interests of the exhibition, good taste, and the standards established by Lessor. Lessor shall have sole discretion to determine whether Exhibitor's exhibit and/or products are in compliance with the requirements of this Agreement.
10. Exhibitor agrees to have exhibit set up, complete and clean, at least fifteen minutes prior to the opening of each exhibition and to keep the exhibit open during all hours the exhibition is open to the public.
11. Exhibitor agrees to keep the exhibit within the boundaries of the space leased and arrange the exhibit in such a way as to avoid interference with other exhibits. Failure to comply with this provision will result in additional charges for space used.
12. Exhibitor agrees to duly report all cash sales made during the exhibition in accordance with the appropriate sales tax regulations, collect all applicable sales taxes, and abide by all pertinent city, county, state, and federal laws, ordinances, fire and safety codes; and all pertinent regulations for the BRC Main Events Center (exhibit facility).

13. Exhibitor agrees to be responsible for the payment of any damage charges assessed by the Exhibit facility for failure to observe the rules and regulations for the construction and operations of his/her exhibit.
14. Exhibitor accepts total responsibility for his/her exhibit and its safety and agrees to conduct his/her activities on the exhibition premises so as not to endanger any person lawfully thereon. Lessor shall have no responsibility for damages to the exhibit caused by fire, robbery, accident or any other destructive cause. Exhibitor also accepts total responsibility for any and all injuries to Exhibitor, his/her family, officers, agents, employees, or other representatives while they are on the exhibition premises and for any injuries to other persons that may occur within the confines of the exhibit, or which are caused in whole or part by Exhibitor's products or exhibit or by Exhibitor, his/her family, officers, agents, employees, or other representatives.
15. Refunds will not be made unless an exhibition is not held for reasons other than the malfeasance of Lessor. In such a case, fees received less all expenses of the exhibition, including but not limited to advertising, rental of the facilities, insurance, utilities, furniture, promotion, and other related expenses, will be refunded to Exhibitor on a pro-rata basis.
16. Should Exhibitor fail to comply in any material respect with the terms of this agreement, the payments made to the time of breach shall be retained by Lessor as liquidated damages, and Lessor shall have the right to reassign contracted space without further notice or make such use of the space as Lessor deems to be in the best interest of the exhibition.
17. Exhibitor agrees to indemnify, defend and protect Lessor against and hold and save Lessor harmless from any and all claims, demands, suits, liability, damages, loss or costs of whatever kind or nature which might result from any of Exhibitor's merchandise or from any action or failure to act by Lessor or any of his/her family, officers, agents, employees, or other representatives, including but not limited to claims of damage or loss, harm or injury to the person or property of Exhibitor or any of his/her family, officers, agents, employees, or other representatives, or of third persons.
18. Should acts of God, strikes, work stoppage, or any other cause not within control of Lessor make it impossible for the exhibition to be held or the particular exhibit area to be occupied by Exhibitor, then Lessor, its officers and employees are jointly released from any and all claims which may arise in consequence thereof. Lessor shall determine and refund to Exhibitor his proportionate share of applicable payments for exhibit space received as provided in paragraph 15 above. In no event shall Lessor be liable for loss of profits, business or any other damage to Exhibitor through cancellation for such causes.
19. It is mutually agreed that no amendments, alterations or variations of this agreement shall be valid unless made in writing and signed by both parties.
20. Exhibitor agrees to be on the show premises 1 hour prior to show time the morning of the show. Lessor must be notified if the exhibitor will arrive after that time. Lessor is entitled to re-sell the space if not claimed by Exhibitor by that deadline and Exhibitor will forfeit all fees which have been paid.
21. Exhibit space will be reserved and booth numbers assigned when payment is made in full. Exhibitor agrees that the provisions, terms and conditions printed on the Contract are made a part of this Agreement.
22. Exhibitor agrees that his/her submitted Contract and Lease Agreement, Exhibition Space Agreement, and the Information Sheet, referenced on the Contract along with the terms and conditions herein are made a part of this Agreement, and that he/she has read and understands this Agreement.

# 2009 JACKSON COUNTY YOUTH FAIR

**New Location!!!!!!**

**Brackenridge Recreation Complex – Main Events Center**

## INFORMATION SHEET

**As part of the Commercial Exhibit and/or Concession Space Contract and Lease Agreement**

### **PLEASE READ THE FOLLOWING INFORMATION CAREFULLY.**

If you have any questions after reading this information, please feel free to call Deidra Whitley at 361-782-8305, or email at treasurer@jcyf.org. We hope you join us at the Jackson County Youth Fair at our new location the Brackenridge Recreation Complex (BRC) Main Events Center.

**PAYMENTS RECEIVED MUST BE MADE BY CASH, CASHIER'S CHECK, OR MONEY ORDER, PAYABLE TO THE JACKSON COUNTY YOUTH FAIR.**

**MOVE-IN:** You must move-in by October 7, 2009. Lessee must provide his/her own wheeled cart or dolly, no vehicle is allowed inside Main Events Center, all products must be carted or carried in.

**\*\*All Commercial Exhibitor's must call to make arrangements for move in by September 25, 2009. If you do not make prior arrangements to move-in before this date, this will be construed as non-attendance and money will be refunded at the Lessor's convenience.**

**Saturday:** (parade day) after parade, call to make arrangements for building to be open.

**Sunday:** call to make arrangements for building to be open.

**Monday or Tuesday:** 8:00 am – 6:00 pm, or call to make special arrangements.

**Wednesday:** No move in time available this year.

**SPACES ARE RESERVED** (first come, first served) and booths are assigned when payment is made in full. We do not accept deposits. No post-dated checks or partial payments are accepted. Spaces cannot be held without payment.

### **SHOW HOURS:**

Wednesday 10 a.m. – 10 p.m.

Thursday: 4 p.m. - 10 p.m.

Friday: 4 p.m. - 10 p.m.

Saturday: 10 a.m. - 10 p.m.

Please have your booth set up and ready to open 15 minutes prior to the opening of the show. Dollies and carts must be out of the Main Events Center before the show can open to the public. You must remain set up and open for business during all hours the show is open. **NO EXCEPTIONS!**

**MOVE-OUT:** Please do not begin packing until the show closes. **Merchandise can be dollied or carted out Saturday night after the show at 10:00 pm or Sunday, October 11<sup>th</sup> from 1:00 pm -3:00 pm.**

**ITEMS THAT MAY BE SOLD** include arts, crafts, selected imports and limited select commercial products. All items sold must be approved. Limits may be placed on jewelry and other categories of items, so that the show is well balanced.

**ITEMS THAT MAY NOT BE SOLD** are garage sale items and other items deemed inappropriate by us. Booths that give away prizes in order to get names and phone numbers of prospective clients must state that information clearly on your information provided. If you have any questions about your product's eligibility, please contact us for clarification.

**OUR AGREEMENT DOES NOT PERMIT** you to give, sell, lend, share or otherwise sublet your space to someone else. You may share a booth (at no extra charge) if both you and your partner have read and signed the contract.

**TABLES, CHAIRS & ELECTRICITY** TABLES AND CHAIRS ARE NOT AVAILABLE. TABLES MUST BE DRAPED ALL AROUND AND TO THE FLOOR. BOXES MUST BE OUT OF SIGHT. DISPLAY EQUIPMENT AND PIPE AND DRAPE ARE NOT PROVIDED. Electricity is available at a \$25 dollar charge.

**SIGNS: ALL MERCHANDISE AND DISPLAYS WILL BE SUBJECT TO LESSOR'S APPROVAL. SIGNS THAT ARE PERMISSABLE INCLUDE THOSE MADE FROM FABRIC, WOOD, CANVAS, PLASTIC/VINYL ETC. THIS IS STRICTLY ENFORCED.**

**THERE ARE NO REFUNDS.** Refunds will not be made unless the show is not held for reasons other than the malfeasance of Lessor, e.g., due to disaster, flood, fire, etc. If you are unable to attend the show for any reason or if you do not claim your space by 10:00 a.m. on the morning of the show, all fees will be forfeited. Also, checks returned for nonpayment will be subject to a \$35 fee and your reservation will be canceled.

**SALES TAX must be collected and reported.** This is required by state law. **TEXAS:** For information on obtaining a Texas sales tax permit, please contact the Texas Comptroller's office at (800) 252-5555 or call (512) 463-4600 in Austin. Visit [www.window.state.tx.us](http://www.window.state.tx.us) to download a Texas sales tax application online.

We are not responsible nor can we predict or affect the weather or outcome of attendance at the Fair. So, please remember that we at the Fair are all volunteers here to help you and hope you are both profitable and successful at the Fair. And, we know that you will make the most of the crowd by working your booth effectively during each and every day. We are deeply appreciative of your interest in our event and hope you will let us know if we can help you in any way.

## HAAS & WILKERSON INSURANCE

4300 Shawnee Mission Parkway, Fairway, KS 66205

Phone 800-821-7703

FAX 913-676-9293

E-Mail: [Melissa.allen@hwins.com](mailto:Melissa.allen@hwins.com)

**Items listed below are *NOT* acceptable for endorsement.**

Permanent Tattoos, Henna Tattoos, Body Piercing & Massages ♦ Haunted Houses ♦ Mazes ♦  
 Concerts/Promoters/Performers ♦ Playground Equipment ♦ Wheelchair/Stroller Rentals ♦ Gun Shows ♦ Climbing  
 Walls ♦ Inflatable Amusements (Includes Moonwalks, Bounces, & Pillows) ♦ Amusement Rides/Devices (Includes  
 Gyroscopes & Spaceballs) ♦ Child Care ♦ Medical/Dental Testing & Screenings ♦ Sales of Tobacco Products  
 and Herbal Supplements ♦ Sales of Autos or Auto Parts ♦ Rodeo Events ♦ Motorsports Events ♦ Ice/Roller  
 Skating

**Items listed below require additional premium and should be approved before acceptance for endorsement to your policy.**

Liquor Liability ♦ Pony Rides ♦ Petting Zoos ♦ Exotic Animals ♦ Game Booths/Arcades ♦  
 Organ Grinders ♦ Dunking Booths ♦ Parade Units  
 Golf Carts/Scooters ♦ Entertainers (which includes artists, cartoon characters, clowns, choirs, face/body painters,  
 magicians, and mimes)

### ENDORSEMENT REQUEST FORM

DATE: \_\_\_\_\_

INSURED: \_\_\_\_\_ Jackson County Youth Fair Association. By: \_\_\_\_\_

EVENT SPONSOR: \_\_\_\_\_

TYPE OF EVENT or PRODUCT/SERVICE PROVIDED \_\_\_\_\_

EVENT DATE(S): \_\_\_\_\_ EST. ATTENDANCE \_\_\_\_\_

LIQUOR LIABILITY REQUIRED? \_\_\_\_\_  
 (Must Phone for Acceptability and/or Premium)

PREMIUM: \_\_\_\_\_ + SERVICE FEE: \$10.00\* = TOTAL \_\_\_\_\_

*\*Service Fee does not apply to Vendors & Concessionaires during an event*

**PERSONAL CHECKS FROM EVENT SPONSOR WILL NOT BE ACCEPTED**

#### ACE SPECIAL EVENT PRICING

Meetings ♦ Weddings ♦ Picnics ♦ Socials ♦ Dinners ♦ Trade Shows ♦ Small Animal Show & Clinic

TOTAL ATTENDANCE	PREMIUM	EVENTS PER DAY	PREMIUM
Under 200	\$ 82	Flea Markets	\$ 134 each day
201 – 500	\$ 113	Horse/Cattle Shows	\$ 103 each day
501 – 1,500	\$ 144	Horse/Cattle Sales	\$ 134 each day
1,501 – 3,000	\$ 211	<b>PARADE PARTICIPANTS</b>	<b>PREMIUM</b>
3,001 – 5,000	\$ 273	Walking Units	\$31 per unit
5,001 – 7,500	\$ 340	Mobile Units	\$67 per mobile
7,501 – 10,000	\$ 402	Equestrian Units	\$103 per unit
Over 10,000	Please Call		

#### \*FAIR OR INTERIM EVENT CONCESSIONAIRE AND EXHIBITOR RATES

TYPE	PREMIUM
First Booth (each exhibitor)	\$ 88
Each Add'l Booth (same exhibitor)	\$ 62
Each Game Booth	\$108

Please call for: Dunking Booths, Petting Zoos, Pony Rides, Golf Cart/Scooter Vendors, Parade Units  
*This insurance is excess over any other valid and collectible insurance.*

# Jackson County Youth Fair Association

## User Liability

Carrier: ACE American Insurance Company  
A.M. Best Guide Rating (A+ XV)

Limits: \$3,000,000 General Aggregate  
\$3,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Each Occurrence  
Excluded Personal & Advertising Injury  
Excluded Damage to Premises Rented to You  
Excluded Medical Expense  
None Deductible

Coverage Overview: Each vendor, concessionaire and / or exhibitor who operates at your fair, festival or event(s) may purchase liability protection for their operation(s). Coverage is only provided for the duration of the fair, festival or event (including set-up and tear-down). Each vendor, concessionaire and/or exhibitor must be endorsed to the policy prior to the opening of the fair, festival or event and premium charged in order for coverage to apply. **This policy is Excess of any other coverage.**

Notable Exclusions: Standard commercial general liability exclusions and:

- Carnival Rides
- Medical/Dental Testing/Screening
- Fungi or Bacteria Exclusion
- Motorized Sports
- Fireworks or Explosives
- Employment Related Practices
- Known Injury or Damage
- Liquor Liability
- War or Terrorism Exclusion
- Permanent Tattoos, Body Piercing & Massages, Henna Body Arts
- Designated Products-Tobacco Products, Autos, & Auto Parts
- Athletic Participants
- Rodeos
- Gun Shows
- Child Care
- Ice Skating
- Roller Skating
- Nuclear Energy Liability
- Pollution & Asbestos

***Examples of (not limited to) operations which are not acceptable for endorsement to the user policy:***

- Wall Climbing
- Playground Equipment
- Hunted Houses/Mazes
- Wheelchair/Stroller Rentals
- Inflatable Amusement Operators (including Moonwalks, Bounces, Pillows)
- Amusement Ride/Device Operators (including Gyroscopes, Spaceballs, etc.)
- Concert Promoters/Performers
- Dunking Booths
- Petting Zoos

*The coverage, exclusions and limitations listed are not all-inclusive. Please refer to the policy for a complete list.*

Rates: <u>Concessionaires/Exhibitors</u>	<u>Special Consideration**</u>
\$ 88 First Booth (each concessionaire/exhibitor)	Vendors with Golf Carts
\$ 62 Each Add'l Booth (same vendor multiple booths)	Liquor Liability
\$108 Each Game Booth (including set-up & tear-down)	Pony Rides
\$31/\$67/\$103 Parade Units-Walking/Mobile/Equestrian	Entertainers (Small Independent)
\$ 191 Face/Body Painters	

We recommend you collect certificates of insurance, naming your organization as additional insured with limits no less than your policy limits, from all independent contractors. This includes your concessionaires, exhibitors, etc., who do not purchase coverage under your users policy. **We strongly recommend you obtain certificates of insurance from all those operations not acceptable for endorsement to the users policy.**

***\*\*Please call our office to determine coverage acceptability/pricing for those operations listed under Special Consideration.***