

**To all Vendors
Commercial Exhibitors and Concessionaires:**



It is time to gear up for the Jackson County Youth Fair. The Fair will be at the Brackenridge Recreation Complex (BRC) Main Events Center located on Hwy 111 south.

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. JCYF uses social media, local area radio, plus local area newspapers to advertise the Fair events. Many groups find that they have more contact with the public during the fair than they do during the balance of the year. Please consider this letter an invitation to participate in this great event.

We have enclosed for your review the following information:

- Vendor 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, or **purchase liability insurance** through JCYF provider Haas & Wilkerson.

The Jackson County Youth Fair will be **October 9th through October 12th, 2019**. To insure that you are reserved a place, contact me and/or 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 must be returned by October 7, 2019.**

COMMERCIAL EXHIBIT booth space is limited and will be rented out on a “**first come first serve**” basis. Commercial Exhibitors shall receive **only two (2) Fair passes**. Please specify the person(s) that will receive each Fair pass.

There are no passes available for non-profit organizations. Volunteers and/or vendors may purchase Fair passes for \$10, regular price \$20, in advance (before the Fair), from the Jackson Co. Chamber, Herald/Tribune, and Ag. Extension Office. Admission fee for the Fair is only \$5 per day. Please call for details, verification of association with organizations may be required, such as work schedule of volunteers.

We will not hold tickets at the ticket booth. If you have any questions, please feel free to call me on my mobile (361) 782-8305, or email me at 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

2019 JCYF VENDOR CONTRACT AND LEASE AGREEMENT

DATE OF CONTRACT: **October 9-12, 2019**

CONTRACT RECEIVED: _____

LESSEE: _____

CONTACT: _____ EMAIL: _____

ADDRESS: _____ CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____ CELL: _____

****Please complete the following:**

MOVE-IN DATE/TIME: ___ Mon. ___ Tues. ___ Fri. 1-3p **MOVE-OUT DATE/TIME:** ___ Sat. after 10pm or ___ Sun.

(as suggested on the Information Sheet, or call to make other arrangements)

FEE SCHEDULE:

<u>FEES:</u>	<u>PAID:</u>
<u>CONCESSION BOOTH:</u> for Permanent Contracted Space at BRC Main Events Center	\$500.00\$ _____
<u>COMMERCIAL EXHIBIT SPACE for Exhibiting only,</u> 2nd space available for \$50	\$150.00\$ _____
<u>COMMERCIAL EXHIBIT SPACE for Selling Products,</u> 2nd space available for \$50	\$200.00\$ _____
PLUS \$50 for 2nd booth space.	\$ 50.00 \$ _____
<u>ELECTRICITY for ALL EXHIBIT SPACE</u> (not incl Permanent Contracted Space)	\$ 25.00\$ _____
<u>USER LIABILITY INSURANCE(required);</u> or need proof of liability insurance.	\$ 70.00 \$ _____
PLUS \$50 on Insurance for 2nd booth space.	\$ 50.00 \$ _____
TOTAL AMOUNT PD: \$ _____	

1. The JACKSON COUNTY YOUTH FAIR ASSOCIATION, hereinafter referred to as LESSOR, hereby leases and lets to above named LESSEE the space indicated in the LEASED SPACE described above during the dates above listed by LEASE TERM, for the consideration of the amount above stated. And, the said LESSEE hereby accepts said space and agrees to pay the amount stated above in full on the execution of this contract to the LESSOR on the Date of Contract stated above.
2. In the event the LESSEE fails to fulfill or violates any terms of this contract or withdraws from the Fair, for any reason after opening day of the Fair of the year of this contract, all money paid shall be retained by the LESSOR. If LESSEE cancels the contract prior to opening day of the Fair, fifty per cent (50%) of the amount paid shall be retained and shall be the property of the LESSOR, and fifty per cent (50%) shall be refunded to the LESSEE.
3. The merchandise, exhibit materials, and equipment which will be placed in the LEASED SPACE by the above named LESSEE are described as follows, or on attached sheet _____
Above named LESSEE will _____ sell merchandise directly _____ take orders while exhibiting _____ have merchandise on exhibit only.
4. LESSEE agrees that in the event of any proposed change or addition in merchandise, exhibit material, or equipment to be placed in the LEASED SPACE from that listed above, or any changes in LESSEE'S expressed intention with respect to selling or taking orders for merchandise, LESSEE will submit a written request to the LESSOR, setting forth such requested change or addition, and LESSEE understands that the LESSOR reserves the unqualified right to approve or disapprove any such change or addition. Neither this Contract nor any of the privileges granted herein or any part thereof may be assigned, sublet, subleased or otherwise transferred without the prior written consent of LESSOR.
5. LESSEE hereby acknowledges that LESSEE has read the Exhibition Space Agreement attached hereto and incorporated by reference herein for all purposes as fully as though same were in the body of the Contract and Lease Agreement furnished by the LESSOR and LESSEE recognizes that LESSEE knows the provisions of said rules and acknowledges that they are a part of this contract; LESSEE agrees that LESSEE'S use and occupancy of the LEASED SPACE shall be in all respects subject to such rules, and agrees to fully comply with such rules. No agreement other than those contained herein shall be binding upon the parties hereto unless in writing, signed by an authorized representative of the LESSOR.
6. Space reserved on a FIRST COME, FIRST SERVED basis, and on electrical needs. No exceptions.
7. The Jackson County Youth Fair reserves the right to refuse and vendors, concessionaires, exhibitors for any reason with no refund given to vendor, concessionaire, or exhibitor with no questions or reason ask or give.
8. **The concessionaire or food vendor will submit a list of all food, beverages or other items to be sold at least two (2) weeks before the Fair to the Jackson County Youth Fair.** If list not turned in, any food duplicated with any other vendor will be taken off of the menu that day no questions ask. The Fair will not be responsible for income or food lost or spoiled from this action.
9. **ALL vendors, exhibitors and concessionaires are responsible for picking up trash and keeping their area clean.**

In witness whereof, the above agreement is signed by both parties hereunto on this the _____ day of _____, 20____ at Edna, Jackson County, Texas.

LESSOR:
 Approved and accepted for the
JACKSON COUNTY YOUTH FAIR

LESSEE:
 Signature: _____

Deidra Whitley, Treasurer

Print Name: _____

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 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 at least 30 minutes to 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.

LESSEE IS RESPONSIBLE FOR DAMAGES, AS A RESULT OF THEIR USE AND/OR ABUSE, TO PROPERTY OF THE JACKSON COUNTY YOUTH FAIR AND/OR THE BRC MAIN EVENT CENTER.

JACKSON COUNTY YOUTH FAIR

**Brackenridge Recreation Complex – Main Events Center
Hwy 111 South of Edna**

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 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 or on the Tuesday of Fair Week, no exceptions. 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 Exhibitors must call or email me to make arrangements for move-in prior to Fair Week. 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.**

MOVE-IN:

Saturday, Parade day: After parade, 2:00 p.m. Set-up for Fair Day.

Monday of Fair Week: 8:00 am – 6:00 pm.

Tuesday of Fair Week: 8:00 am – 6:00 pm.

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 of Fair: 10 a.m. – 10 p.m.

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

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

MOVE OUT:

Saturday, last day of Fair: 10 a.m. - 10 p.m.

(Move-out after 10 p.m. only)

Sunday after Fair: Move out 10 a.m. - 2 p.m.

Please have your booth set up and ready to open 15 minutes prior to the opening of the show each day. 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 10:00 am -2:00 pm. Call to make other arrangements if necessary.**

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 available, first come, first served. **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 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 THE DAY BEFORE 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 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.

LESSEE IS RESPONSIBLE FOR DAMAGES, AS A RESULT OF THEIR US AND/OR ABUSE, TO PROPERTY OF THE JACKSON COUNTY YOUTH FAIR AND/OR THE BRC MAIN EVNT CENTER.