

2011 RULES GOVERNING MIDWAY COMMERCIAL EXHIBITS

****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 ****

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 before October 1, 2011. Insurance may be purchased through the Brazoria County Fair Association for the duration of the Fair for \$ 65.00. 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.

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.** Lessee may purchase reserved Parking permits for a fee of \$15.00.

Installation of Exhibits Exhibit shall be set up in completed form and approved by Lessor no later than 2:00 p.m. on Friday, Oct. 14, 2011. 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. Saturday, Oct. 15, 2011 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.

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

SET UP HOURS:

THURSDAY, OCT. 13	8:00 A.M. - 5:00 P.M.
FRIDAY, OCT. 14	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. Security 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 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. Each exhibitor will be supplied a maximum of 4 each 110 vac outlets for each leased exhibit area.

Alteration or modification of BCFA electrical supply is prohibited.

Exhibition Hours:

Lessee shall maintain a responsible individual/s in the Leased Space during these hours. Booths must be manned during all the STATED exhibition hours. THE BRAZORIA COUNTY FAIR ASSOCIATION MAY NOT BE HELD 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 14	2:00 PM to 11:00 PM	or Carnival Closing
Saturday	October 15	10:00 AM to 11:00 PM	or Carnival Closing
Sunday	October 16	2:00 PM to 11:00 PM	or Carnival Closing
Monday	October 17	2:00 PM to 11:00 PM	or Carnival Closing
Tuesday	October 18	9:00 AM to 11:00 PM	or Carnival Closing
Wednesday	October 19	2:00 PM to 11:00 PM	or Carnival Closing
Thursday	October 20	2:00 PM to 11:00 PM	or Carnival Closing
Friday	October 21	2:00 PM to 11:00 PM	or Carnival Closing
Saturday	October 22	10:00 AM to 11:00 PM	or Carnival Closing

ALL EXHIBITS MUST BE MANNED AND REMAIN IN PLACE DURING THESE HOURS AND FOR THE DURATION OF THE FAIR AS OUR PUBLICITY AND ADVERTISING INCLUDE THESE HOURS.

Dismantling of Exhibits Traffic will be allowed on the grounds Sunday, Oct.23, 2011 -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. 23, 2011 for removal of exhibits. **There will be no security on the grounds after 11:00 a.m., Sunday, October 23.** The entire exhibit and all of Lessee's property must be removed from the premises no later than Monday, Oct. 24, 5:00 p.m. If Lessee fails to vacate the Leased Space before that time, 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 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 guest 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 Lease Space

- a. **No** sound system, musical instruments, noisemakers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may be used without prior consent of Lessor.
- b. Nothing shall be sold or given away which in anyway conflicts with the Fair Association. There may be no **UNAUTHORIZED** use of the Brazoria County Fair Logo for any purpose. **Prizes offered in drawings must be listed on the application with the drawing being held by 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. **No** demonstrators, trophies, decorations, portals, fountains, signs, banners, advertising matter or exhibits of any kind or character will be allowed in aisles or public passageways or be attached to the Show buildings' walls, posts or doors.

- d. Lessee agrees not to use the Exhibit Space for any **political purpose**.
- e. **Exhibitors may not solicit, barter or entice patrons or work beyond the outside perimeter of their Leased Space.**
- f. The Lessee may not transfer or sublet the Exhibit Space to another party.
- g. 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.
- h. Lessee may include animals in exhibit **only if all of the following criteria are met:**
 - 1) all animals must be approved by the Fair Management.
 - 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.
- i. The Lessee may not sell and/or display any hazardous merchandise or weapons, which includes but not limited to: **Gun powder products, stink bombs, fire crackers, throw down poppers, laser pointers, No knives of any kind will be permitted, No potato guns, guns, brass knuckles (double or triple ring).**
- j. 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.**
- k. The Lessee is prohibited from **Tattooing or Body Piercing**.
- l. **Temporary tattooing and or face/body painting may be applied only on already exposed skin. Clothing may not be lifted or removed.**
- m. **No** selling or giving away of helium balloons will be allowed on the Fairgrounds.
- n. **No** fortunetellers, psychics, palm readers, tarot cards, crystal balls, etc. will be allowed.
- o. **No** companies or organizations representing free, discount or time-share vacations will be allowed.
- p. Use of the Brazoria County Fair Association name as a claim of endorsement or recommendation is strictly prohibited.

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 in the front part of the annual catalog), the laws of the City of Angleton and the State of Texas. A copy of the catalog is available for review in the Fair Office.

AWARDS will be presented on Monday to the "Best Outside Commercial Exhibit"