### To all Vendors Commercial Exhibitors and Concessionaires:

Sept. 1949

It is time to gear up for the 76<sup>th</sup> Annual 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 from October 8<sup>th</sup> through October 11<sup>th</sup>, 2025. <u>To ensure that you are reserved a place</u>, 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, a copy will be returned to you. The contract must be returned by October 6, 2025.

<u>COMMERCIAL EXHIBIT</u> booth space is limited and will be rented out on a "<u>first come first serve</u>" basis. Commercial Exhibitors shall receive <u>only two (2) Fair passes</u>. 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. 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

## 2025 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 <u>information sheet</u> within a reasonable time before the official exhibition date. The <u>information sheet</u> 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.

# 2025 JCYF VENDOR CONTRACT AND LEASE AGREEMENT

DATE OF CONTRACT: Octo	JUCI 0-11, 2023	CONTRACT RECEIV	VED
LESSEE:			<del>-</del>
CONTACT:	EMAIL:		
ADDRESS:	E A SZ	CITY/STATE/ZIP: CELL:	
		CELL:	
**Please complete the following: MOVE-IN DATE/TIME:Mo (as suggested on the Information Sh	on Tues F	ri. 1-3p MOVE-OUT DATE/TIME: _other arrangements)	Sat. after 10pm orSun.
FEE SCHEDULE:			FEES: PAID:
<b>CONCESSION BOOTH:</b> for P	ermanent Contracted	Space at BRC Main Events Center	\$500.00\$
<b>COMMERCIAL EXHIBIT SI</b>	PACE for Exhibiti	<b>ng only</b> , 2nd space available for \$50	<u>\$150.00\$</u>
<b>COMMERCIAL EXHIBIT SPACE for Selling Products</b> , 2nd space available for \$50			<u>\$200.00\$</u>
		PLUS \$50 for 2nd booth space.	\$ 50.00
<b>ELECTRICITY for ALL EXHIBIT SPACE</b> (not incl Permanent Contracted Space)			\$ 25.00
<u>USER LIABILITY INSURANCE</u> (required): or need proof of liability insurance.			\$ 85.00
	<u>PLUS \$50</u>	on Insurance for 2nd booth space.	\$ 50.00
		TOTAL AMO	OUNT PD: \$
Fair of the year of this contract, all mon fifty per cent (50%) of the amount paid LESSEE.  3. The merchandise, exhibit mater are described as follows, or on Above named LESSEE will  4. LESSEE agrees that in the event o LEASED SPACE from that listed abov LESSEE will submit a written request t reserves the unqualified right to approvany part thereof may be assigned, suble 5. LESSEE hereby acknowledges tha all purposes as fully as though same we LESSEE knows the provisions of said rof the LEASED SPACE shall be in all a contained herein shall be binding upon 6. Space reserved on a FIRST COME 7. The Jackson County Youth Fair revendor, concessionaire, or exhibitor wit 8. The concessionaire or food ve before the Fair to the Jackson Co of the menu that day no questions a	rials, and equipment attached sheet sell merchan have mercha fany proposed change e, or any changes in LESSOR, setting e or disapprove any suct, subleased or otherwist LESSEE has read the re in the body of the Coules and acknowledges respects subject to such the parties hereto unles E, FIRST SERVED bas serves the right to refuse h no questions or reaso endor will submit a lunty Youth Fair. If sk. The Fair will not	ms of this contract or withdraws from the Fair d by the LESSOR. If LESSEE cancels the contall be the property of the LESSOR, and fifty which will be placed in the LEASED SPA dise directly take orders with modes on exhibit only.  Take orders with only.  SSEE'S expressed intention with respect to see forth such requested change or addition, and It change or addition. Neither this Contract not be transferred without the prior written consented and Lease Agreement attached hereto contract and Lease Agreement furnished by the that they are a part of this contract; LESSEE rules, and agrees to fully comply with such rules, and on electrical needs. No exceptions is and on electrical needs. No exceptions are and vendors, concessionaires, exhibitors for nask or give.  List of all food, beverages or other items. Its not turned in, any food duplicated with the responsible for income or food lost or responsible for picking up trash and kernel and the contract and kernel and the contract and kernel and the contract and the contract and the contract and Lease Agreement furnished by the contract and Lease Agreement furnished	ntract prior to opening day of the Fair, per cent (50%) shall be refunded to the ACE by the above named LESSEE  hile exhibiting  or equipment to be placed in the alling or taking orders for merchandise, LESSEE understands that the LESSOR or any of the privileges granted herein or to f LESSOR.  and incorporated by reference herein for LESSOR and LESSEE recognizes that agrees that LESSEE'S use and occupancy alles. No agreement other than those active of the LESSOR.  any reason with no refund given to to to be sold at least two (2) weeks the any other vendor will be taken off to spoiled from this action.
	greement is signed	by both parties hereunto on this the _	
LESSOR:		LESSEE:	
Approved and accepted for the			
JACKSON COUNTY YOUTH	I FAIR	Signature:	
Deidra Whitley, Treasurer		Print Name:	