

OUTSIDE - COMMERCIAL EXHIBIT SPACE RENTAL CONTRACT
SEPTEMBER 25, 2009 - OCTOBER 3, 2009
GENERAL INFORMATION

This lease is for the period of time covering the 2009 Fort Bend County Fair. Set-up will be from 2:00 p.m. to 7:00 p.m., Wednesday, September 23, 2009 and Thursday, September 24, 2009 from 12:00 noon to 9:00 p.m. Vehicles must be outside grounds by 4:30 p.m. on Thursday. All exhibit booths must remain intact until 11:30 p.m., Saturday, October 3, 2009, closing day of the Fair. Teardown can begin after 12:00 midnight, and removal from the Fairgrounds will be until 1:30 a.m., Sunday, and again from 10:30 a.m. to Noon on Sunday. Vehicles will be allowed on the Fairgrounds on Sunday from 10:30 a.m. to Noon.

Spaces will be leased on a first come, first serve basis. Only full payment will hold a space. Signed contracts with full payment must be returned to the Fair Office in order to confirm your booth space. Lessee covenants and agrees to restrict its activities upon the Fairgrounds to space, booth or building described. Exhibitors must not hang, tape or attach anything to buildings. All exhibits and exhibitors must be contained within their boundaries. Lessee agrees not to use public address or loudspeaker system for soliciting the sale of any item upon the Fairgrounds. All drawings must be given away during the Fair dates and must be approved through the Fair Office. If selling, Lessee agrees to furnish Texas Sales Tax Permit Number and is responsible for his own tax report. NO EXHIBITOR MAY SELL OR GIVE AWAY DRUG PARAPHERNALIA, FIRECRACKERS, SMOKE BOMBS, STINK BOMBS, FOOD OR DRINKS OR ANY ITEMS DEEMED AS UNDESIRABLE BY THE FORT BEND COUNTY FAIR ASSOCIATION. Fort Bend County Fair Association Management reserves the right to dismiss any person or persons exhibiting an undesirable or illegal product or products, or any person or persons not abiding by the rules as set forth by the Fort Bend County Fair Association.

Product Liability of one million dollars is required. PLEASE ATTACH COPY OF CERTIFICATE OF INSURANCE. PLEASE HAVE INSURANCE COMPANY STATE AS ADDITIONAL INSURED, FORT BEND COUNTY FAIR ASSOCIATION and FORT BEND COUNTY. IF VENDOR DOES NOT HAVE LIABILITY, PLEASE FILL OUT AND RETURN THE INSURANCE REQUEST FORM WITH YOUR CONTRACT. CHARGES ARE LISTED ON INSURANCE FORM. CONTRACT IS NOT COMPLETE WITHOUT INSURANCE. YOU WILL NOT BE ALLOWED TO SET UP WITHOUT INSURANCE.

Lessee agrees to uphold and abide by the rules and regulations of the Fort Bend County Fair Association with regards to the use of the Fairgrounds, including such rules and regulations governing the entrance into, passageways across and parking upon the said Fairgrounds.

It is hereby understood and agreed that Lesser will in no case be responsible for any loss, damage or injury to any person or property during the term of this lease or during any period of time in which Lessee, its agents and/or employees, is using the Fairgrounds in enjoyment of the privilege afforded Lessee under this lease agreement regardless of how such loss, damage or injury is occasioned and by whom.

It is further agreed by and between Lesser and Lessee that Lessee will protect, indemnify and save harmless Lesser from any and all claims, suits, and/or judgments, including attorney fees and other costs of defense of any such claim and/or suit incurred by Lesser, brought by anyone as a result of any loss, damage or injury to any persons or property occasioned by any action or inaction of Lessee, either solely or in conjunction with Lesser or anyone else. Any policy change or rule interpretation can be made at the discretion of management with approval of the Chairman. Lesser has the right to refuse any contract.

Two (2) Gate Passes will be issued per outside space, excluding vehicle/boat/implement spaces. Vehicle/boat/implement spaces will be issued one(1) Gate Pass per space. Additional gate passes must be purchased at prevailing price. Exhibitor packets, including passes, and information, must be picked up between 2:00 p.m. and 7:00 p.m. on Wednesday September 23, 2009 or 12:00 Noon and 4:00 p.m. Thursday, September 24, 2009 in Building "C".

Exhibitors must enter the Fairgrounds through Gate #20. If contract is canceled ninety (90) days (by postmark) prior to opening day of Fair, 90% refund will be issued. No refund will be issued if canceled less than 90 days prior to opening day of Fair.

EACH BOOTH MUST FURNISH A CURRENTLY INSPECTED FIRE EXTINGUISHER FOR EACH BOOTH.

I/WE AGREE TO THE TERMS OF THIS LEASE ON THIS PAGE AND REVERSE PAGE.

EXHIBITOR SIGNATURE