

# Humble Trade Days Contract & Lease Agreement

- LIABILITY** - Lessee agrees to indemnify and hold harmless Humble Civic Center, 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 an act, omission or neglect of Lessee or Lessee's agents employees, invitees, contractors or guests which occurs in or about Lease 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.
- TAXES** - All sales taxes, income taxes, FICA or other withholding taxes arising out of or in connection with Lessee's use of the Leased Space(s) are the sole responsibility of Lessee.
- COMPLIANCE WITH LAWS** - Lessee, his agents, employees, or assigns shall comply with all rules, regulations, and requirements of the Fire Marshal, the Health Department of Harris County, or of any governmental entity having jurisdiction over the premises. Lessee may be required at Lessor's sole option to immediately cease it's operations and vacate the Leased Space if Lessee's exhibit, operations thereof, or the conduct of his agents, employees, or assigns should be found to be in violation of any such rules, regulation or requirements.
- REMOVAL OF EXHIBITS BY LESSOR** - The Lessor reserves the right to prohibit any; (i.) which, in Lessors, reasonable judgement, may detract from the general character of the Humble Trade Days; (ii) if the business carried on by the Lessee or the names conducting the same is not as represented at the time of making this Contract or is not keeping with the character of the Humble Trade Days; (iii) if the exhibit was entered under false pretenses; or (iv) if the exhibit is in violation of any of these Rules Governing Exhibitors. If an exhibit is prohibited under the terms of the paragraph or because of a violation of any 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 in any event be at the cost of expense of Lessee, and Lessee shall immediately reimburse Lessor for any cost or expense of Lessor incurred in so removing Lessee's exhibit or portions thereof. Under such circumstance, Lessee shall not be entitled to a refund of money paid to Lessor under the terms of this contract.
- SUBLEASING** - There will be no subleasing of booth space. **Unsigned contracts** cannot be approved.
- MOVE IN/MOVE OUT** - Booths may be set up from 6:00pm - 10:00pm on Thursday or 6:00am - 12:00pm on Friday morning. There will be no tearing down of booths until 4:00pm on Sunday. You must be out of your booth by 8:00pm. Anything left on premises will be thrown out.
- COST OF BOOTHS:** 10x20 Booth - \$50 \_\_\_\_\_ 10x10 Booth - \$40 \_\_\_\_\_  
6 ft. tables-\$8.00 \_\_\_\_\_ Electricity - \$10 \_\_\_\_\_ (Cords NOT provided) chairs - \$1 \_\_\_\_\_  
Food concessions - \$90 \_\_\_\_\_ **PLEASE NOTE: ALL food concessions MUST first submit a complete list of items to be sold for pre-approval - booth rental is not guaranteed until approval is given.**
- Sales tax number \_\_\_\_\_ or I've applied for one on \_\_\_\_\_  
**All our vendors must have a sales tax number per the Texas Comptroller's office.**

I acknowledge that I have read the rules governing exhibitors set forth on this contract and incorporated herein; I agree that my use and occupancy of the leased space shall be in all respect subject to such rules, and I agree to fully comply with such rules.

Name: \_\_\_\_\_ (Please print) \_\_\_\_\_ (Date)  
Booth Contents: \_\_\_\_\_ How/where did you hear about us? \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City, State, zip \_\_\_\_\_  
Daytime Phone #: \_\_\_\_\_ Fax# \_\_\_\_\_  
Drivers License # & State: \_\_\_\_\_ Signature \_\_\_\_\_  
Credit Card # \_\_\_\_\_ Exp. date \_\_\_\_\_

### **(For Office Use Only)**

Booth # \_\_\_\_\_ Date Paid \_\_\_\_\_ Amount Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_