



www.allencofair.com

DEDICATED BRICK APPLICATION

Your Name: _____ Phone: _____
Address: _____ Fax: _____
City/State/Zip _____

Each brick purchased will be held at the office until the requested planter can be completed.

The Allen County Agricultural Society is currently replacing the old wooden planters located on the fairgrounds with new bricked planters. Most planters will hold approximately 45 dedicated bricks which can be sponsored by individuals or companies.

To apply to sponsor a Dedicated Brick, please read each of the terms and conditions following, sign where indicated, accurately complete the Order Form and return with the sponsorship fee.

I/We, Sponsor, have read and hereby agree to the terms and conditions stated herein.

Sponsor: _____
(Signature) (Date)

(PRINT NAME)

Sponsor: _____
(Signature) (Date)

(PRINT NAME)

Signature of parent or legal guardian required for any sponsor who is a minor (not yet of legal age):

I have read and hereby agree to the above stated terms and conditions as the parent/legal guardian of all minor sponsors:

Print Name of Minor(s)

(Signature of Parent or Legal Guardian (Date)

(Signature of Parent or Legal Guardian (Date)

Allen County Agricultural Society ORDER FORM

To participate in this unique experience, please complete this Order Form and the Application Agreement and return along with payment. Allen County Agricultural Society, 2750 Harding Hwy., Lima, OH 45804. (419-228-7141)

The bricks are 8" x 8" square. Each brick may contain pictures, logos and/or printed materials, and may contain names, numbers, logos, as requested with the final approval or denial of any message to be placed on the brick to be made by the Allen County Agricultural Society. The Allen County Agricultural Society has the final determination on the location to which any dedicated brick is placed.

The cost to sponsor a dedicated brick is \$125.00 for a standard logo. If a custom logo or design is requested, an additional charge may be made. Most custom logos have been approximately \$15, which is charged to the purchaser of the brick.

Method of Payment:

Enclosed Check or money order payable to: Allen County Agricultural Society

- Charge: VISA
 MasterCard
 Discover

INCLUDE ALLEN COUNTY FAIR LOGO? YES _____ NO _____

PREFERRED CHOICE OF PLANTER LOCATION

_____ BARN

or ANY LOCATION

Please print your inscription in the following area or attach a copy of your inscription to this application.

Method of Payment cont'd:

Card No.: _____

Expiration Date: _____

Name on Card: _____

Signature: _____

1. Allen County Agricultural Society reserves the right in its sole discretion to deny any application to sponsor a brick and return or refund any sponsorship fee. If this application is accepted, Allen County Agricultural Society will arrange for name(s), city, and state, logo, or design contained in the inscription on the reverse side of this application to be placed on the brick. This application shall only be considered accepted and an agreement if and when the brick is installed.

2. Any party or parties who apply to sponsor a brick are individually and collectively referred to in this agreement as a "Sponsor". Sponsor can request a general location for placement of its brick, and the Allen County Agricultural Society will attempt to honor said request. However, the Allen County Agricultural Society retains the right to place said dedicated brick at the location it deems appropriate.

3. The cost to sponsor a dedicated brick is \$125.00 for a standard logo or design with the regular font. If a special logo or design is requested, the cost of designing same to be imprinted will be charged to the Sponsor. If the font is required to be changed, and an additional charge is made for same, the cost of said change will also be charged to the Sponsor.

4. As the Allen County Agricultural Society is ever-changing, Sponsor agrees that the brick may be replaced or relocated within the Allen County Fairgrounds with no liability to the Sponsor.

5. Sponsor agrees that the brick may be permanently removed. If the brick is permanently removed prior to or on the tenth anniversary of its installation, Sponsor's only right or remedy shall be to receive a prorated refund of the sponsorship fee. If the brick is removed after the tenth anniversary of its installation, Sponsor shall not have any right to refund or compensation, or any other right or remedy.

6. Sponsor shall have no control over the format, construction, manufacture, installation, maintenance, repair, admission, or access to, or operation of the brick. Sponsor shall have input to the logo and message placed on its brick, with final approval to be had by the Allen County Agricultural Society. Sponsor will not have the right to require that the brick be maintained, repaired, replaced, removed or relocated.

7. Allen County Agricultural Society, its affiliates and/or assigns, may photograph, tape, illustrate or film the brick with the name(s) contained in the inscription on the reverse side and use the same in any promotional, marketing, publicity or advertising materials, or in any other manner whatsoever, without the consent of, or payment of any compensation to, sponsor or any other individual or individuals whose name(s) are on the brick.

8. Sponsor shall acquire no right under this agreement to use, and Sponsor shall not use, the name of Allen County Agricultural Society or its affiliates, the name Allen County Fair, or any trademarks, fanciful characters or designs of the Allen County Agricultural Society to express or imply any affiliation, sponsorship, selection, approval or endorsement by Allen County Agricultural Society, or in any other manner whatsoever.

9. Neither this agreement nor the installation of the brick entitles Sponsor to: (A) Any ownership interest in the brick or the Allen County Agricultural Society; (B) any right, title or interest in or to any real estate or other property; or (C) free or discounted admission to the Allen County Fair.

10. Allen County Agricultural Society reserves the right in its sole discretion to change any or all of the agreement terms and conditions for future sponsors of bricks.

11. Sponsor's only right or remedy as a result of any breach of Allen County Agricultural Society's obligations under this agreement shall be to receive a prorated refund of the sponsorship fee.

12. If sponsor has included in the inscription on the reverse side, the name(s) of an individual or individuals who did not sign this agreement: (A) Sponsor warrants and represents that he or she is authorized to do so; (B) Sponsor agrees that sponsor will be solely responsible for and will indemnify and hold Allen County Agricultural Society, its affiliates and assigns harmless against any claims or causes of action of any nature by or on behalf of said individual or individuals relating to the brick, including without limitation, the use of any name(s) on the brick as permitted by paragraph 6 of this agreement; and (C) Sponsor agrees that the brick may be permanently removed in the sole discretion of Allen County

Agricultural Society if an any time an individual or individuals who did not sign this agreement request to have his or her name(s) removed from the brick and that Sponsor shall not have any right to any refund or compensation, or any other right or remedy. Any individual or individuals who did not sign this agreement shall have no rights under this agreement and shall not be third party beneficiaries under this agreement.

13. This agreement constitutes the entire agreement between Sponsor and Allen County Agricultural Society, supersedes any prior representations regarding the Sponsor's sponsorship, many not be modified orally and is governed by Ohio law.

14. Payment of \$125.00 to be made at the time Brick Application is turned in. If a special logo or design is requested, the cost of designing same to be imprinted will be charged to the Sponsor. If the font is required to be changed, and an additional charge is made for same, the cost of said change will also be charged to the Sponsor.

Allen County Agricultural Society
2750 Harding Hwy., Lima, OH 45804
(419-228-7141)