



EXHIBIT/CONCESSION SPACE LEASE AGREEMENT

Please return contract/payment to: PO Box 1222 Burley, ID 83318 (208) 678-9150

THIS AGREEMENT is made in Cassia County, State of Idaho, on \_\_\_\_\_ by and between the Vendor, \_\_\_\_\_ Email \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

hereinafter referred to as the "Vendor," and Cassia County Fair Board by its duly authorized officer, hereinafter referred to as the "Fair Board."

- 1. The Vendor hereby rents from the Fair Board Space Number(s) \_\_\_\_\_. The terms of this lease shall be for the period of the Cassia County Fair – August 13-18, 2018.
2. The Vendor intends to use the aforementioned space to exhibit and/or sell: \_\_\_\_\_
3. The Vendor agrees to pay \$\_\_\_\_\_ to accompany this lease to the Fair Board as total rental for the period of the fair, on or before May 1, 2018.
4. The Vendor agrees to the conditions, rules and regulations on this sheet, and Vendor agrees to be bound by them and by the Fair Board's interpretation of said conditions, rules and regulations in the event a dispute should arise concerning them.
5. This agreement contains the entire understanding of the parties and no oral or other representation not contained herein shall be binding upon the parties hereto.
6. The Fair Board will not be responsible for any loss, damage or injury of any character to any property of the Vendor, his or its agents or employees, or for any person injury suffered by the Vendor, his or its agents or employees, while on or at the fairground, and all such risk to person and property is assumed by the Vendor, its agents and employees.

Character of Exhibits: All merchandise to be displayed or sold at the fair must be legal for all ages. Items that are not allowed include counterfeit items, drug paraphernalia, gang-related items, fireworks, weapons (including but not limited to all types of knives, throwing stars, guns and ammunition).

Exclusivity: No Vendor is guaranteed exclusivity. No exclusivity is implied, written, verbal or otherwise. No refunds will be issued based on lack of exclusivity.

Care of Exhibits: Vendor booths/spaces must be maintained in clean and proper order at all times. All Vendors must pick up their empty boxes and trash at least daily and deposit it in trash receptacles.

Electrical Needs: Ample light is furnished on all buildings and grounds. If additional light or power is required, all wiring must be furnished by the Vendor at Vendor's expense and wired under the supervision of the Fair Board electrician.

Timing/Access: Commercial exhibits must be on the grounds and decorating of booths completed by 12:00 noon Tuesday of the fair. All supplies used at concessions and exhibits must be delivered before 10:00 a.m. daily. No exhibits may be removed before 12:00 midnight Saturday, after the close of the fair.

Cancellation/Failure to Show: Spaces not occupied by 9:00 p.m. on Tuesday of the fair and no notice received from Vendor will be resold and no refund will be made to the Vendor. Vendors who cancel prior to July 15 will receive a refund in the amount of one-half of the rent they have paid only after the Fair Board resells their assigned booth space(s).

Advertising/Noises: All food concessionaires are required to display a placard, plainly printed showing the menu and prices. No overhead signs or loud speakers are allowed. Excessive noise from any source including stereos, organs, microphones, etc. will not be allowed.

Licensing: Food booth operators must have a public health department license before selling food items. You are required to comply with Federal, State, County and City food/health laws. The ST 124 link for our event is http://tax.idaho.gov/i-1030action-a2.cfm?hc=k8uPoF7rqN7wIIGL

Parking: No parking permits will be issued with this contract. Vendor parking is available with general public parking.

Inspections: The Vendor grants the Fair Board or its representative the right to inspect all exhibits, their officers, agents and employees, and all facilities or conveyances controlled by them on the fairgrounds and also when entering or leaving the fairgrounds.

Revocation of Contract: This contract may be revoked by the Fair Board at any time. Location assigned by the Fair Board must be accepted. Violations of the Fair Board rules and regulations or any laws of the City, County, State or Federal Government is cause for revocation of the contract privileges automatically and without recovery or relief and the Vendor agrees to vacate the grounds/location occupied and to cease to do business without delay and to forfeit all sums paid.

Rules: It is mutually agreed that the general rules and regulations as set forth in the official premium book/website of the Cassia County Fair for the current year shall govern and apply to the operation of the Vendor's exhibit and temporary booth.

Vendor acknowledges and agrees to the above conditions.

Vendor: \_\_\_\_\_ Cassia County Fair Board: \_\_\_\_\_

Office Use Only: Payment \$ \_\_\_\_\_ Date Payment/Contract Received: \_\_\_\_\_ Check # \_\_\_\_\_