

# OUTDOOR COMMERCIAL SPACE RENTAL CONTRACT

## Price County Fair

Phillips, Wisconsin

The Price County Fair Association, Inc. will be renting the following space on the Price County Fair Grounds: **OUTDOOR COMMERCIAL** space for the period of **August 22-26, 2018**, inclusive. **WE ARE OFFERING A 10% DISCOUNT TO THOSE WHO RETURN SIGNED CONTRACT AND FEES BY MARCH 31, 2018.**

This Contract is subject to the following regulations:

1. Rental space is to be paid in full by **August 1, 2018**. If payment is to be made by personal / business check, payment must be received by **August 1, 2018**. Only cash or a cashier's check will be accepted after that date.
2. Space leased through this contract shall remain under the control of the Price County Fair Association, Inc. and the lessee shall not assign said space, or any portion of said space, for any purpose without the written consent of the Price County Fair Association, Inc. Any violation of this provision shall immediately forfeit this lease and its privileges.
3. Default in payment of any portion of the specified amount within the allowed time allotment shall void this contract, and will give the Price County Fair Association, Inc. the right to repossess said space, with or without notice. All monies that may have been paid under the terms of this lease together with all rights agreed upon shall, upon repossession, become forfeited to the association without recourse on the part of the lessee.
4. The Price County Fair Association, Inc. shall not be responsible for any breach of the law by the lessee or his servants, and the lessee agrees not to bring any suit for damages against the Price County Fair Association, Inc. for any injuries which may occur to himself or his servants, and further agrees to fully compensate the Price County Fair Association, Inc. for any loss or damage resulting from negligence on the part of himself or of his employees.
5. The proper officers of the Price County Fair Association, Inc. have the right to specifically designate the space to be let under the terms of this contract.
6. The space to be occupied under the terms of this lease **must be occupied and operating by 10:00 AM on Thursday, August 23**, and remain in place until the close of the fair. In the event lessee fails to comply with this provision, all monies that have been paid under the terms of this contract shall become forfeited to the Price County Fair Association, Inc.
7. The lessee agrees to peaceably surrender possession of the space described in this lease in the event of failure to comply with any of its provisions upon demand of the Fair Association, and agrees to waive all damages or claims in the event such demand shall be made.
8. The Price County Fair Association, Inc. reserves the right to cancel this contract if, the Fair Association finds the business or exhibition carried on by the lessee, or the manner in which it is conducted to be objectionable to the public, or not as represented at the time this contract is signed, or does not in every way comply with state requirements. In event of cancellation, all payments previously made shall become forfeited to the Fair Association.
9. The lessee agrees to conduct the business or exhibition described in this contract within the space rented. In no instances will walking privileges be granted.
10. The Price County Fair Association, Inc. shall have a lien upon the goods, lumber, stand and implements used in the operation of the business or exhibition in this contract, and these same items shall not be removed from the grounds until full payment of this contract is acknowledged by officers of the Price County Fair Association, Inc. In the event of default of any payment, the Price County Fair Association, Inc. may take possession of said goods, lumber, stand, and implements, and sell the same at public sale, applying the proceeds to the payment of said contract price, paying any amount received above its claim to the lessee or his agents.
11. The lessee agrees his property will be removed from the grounds of the Price County Fair Grounds within twelve hours after the close of the Fair, and that all accumulations as a result of his occupancy shall be disposed of under direction of the Price County Fair Association, Inc.
12. All amplification systems are to be operated under the supervision of the Price County Fair Association, Inc. and lessee agrees to observe rules and regulations in this respect, which provide that sets are to be kept tuned to a volume that will not annoy competitive concessions or the public. The authorized officers of the Price County Fair Association, Inc. shall be sole judge as to what shall and what shall not constitute a nuisance in this respect.

13. The Price County Fair Association, Inc. reserves the right to reassign or refuse space for any exhibits or displays should a conflict arise with other exhibitors or amusements. Vendors' wares are subject to the Price County Fair Association, Inc. approval. Unmanned drop boxes are prohibited.

## **OUTDOOR COMMERCIAL SPACE FEES**

### **Outdoor (Non-food) Space**

**25 Linear feet for \$250 minimum and \$3 per foot over.** Also \$50 deposit is required and will be returned at closing of fair on **Sunday August 26, 2018** (no early departures).

# of Feet Required \_\_\_\_\_

**Electricity Available: 1-110 Amp. Unit and 1-220 Amp. Unit**

**TOTAL PAYMENT DUE** \_\_\_\_\_

You will receive a confirmation letter after spaces have been assigned. This will include 2 vendor passes for entry into the Fair. Additional season passes must be purchased at the office.

Name of business/organization \_\_\_\_\_

Responsible party \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Product Promoting (please be specific) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- We **DO NOT** allow sale or display of firearms, knives, blowguns, snappers, stink bombs, cigarette lighters, or laser lights. PCFA has the authority to have objectionable material, items, etc. removed from any exhibitor's booth area.
- The exhibitor cannot hold the PCFA for any and all claims for compensation from any loss of revenue incurred as a result of an interruption of any utility services. (Electric & water).

We have read the rules for space rental and hereby agree to said rules:

\_\_\_\_\_  
Responsible party

\_\_\_\_\_  
Date signed

**Please mail completed form, payment, a copy of WI Seller's Permit & proof of insurance to:**

Price County Fair Association  
P.O. Box 123  
Phillips, WI 54555

Questions?  
Call the Fair Secretary (715) 339-2397  
or email [pricecountyfair@yahoo.com](mailto:pricecountyfair@yahoo.com)

**Please have your WI Seller's Permit and Federal ID numbers available.**

\_\_\_\_\_  
Chairman  
Price County Fair Association