

AGREEMENT

The Price County Fair Association, Inc. ("Association") and the Phillips Friends of Scouting ("PFOS") hereby agree as follows:

1. The Association is charged with administering the Price County fairgrounds (which are owned by Price County) and all activities conducted thereon. As such, the Association is authorized to enter into this Agreement.
2. PFOS is a charitable, non-stock, non-profit 501C(3) corporation organized for the purpose of supporting Boy Scouts of America Troop 540. For many years, PFOS has owned and maintained a food booth upon the Price County fairgrounds on the midway in the vicinity of the grandstands to be used by Boy Scout Troop 540 for fundraising purposes.
3. In 2003, PFOS sought and obtained permission from the Commission, the Price County Buildings and Grounds Committee and the Price County Board of Supervisors to construct a new food booth building in the same location and of the same approximate size as the previously existing food booth; it was agreed that PFOS would continue to own the actual food booth building, itself, just as it had owned the previously existing building. PFOS did construct such a new food booth building at its own expense and through the volunteer labor of PFOS members and with the contributions of community residents, businesses and area foundations. Price County agreed to remove the previously existing building, supply some sand fill for the foundation and to allow the food booth building to hook into the newly installed sewage holding tank; in exchange, PFOS was requested to and shall make a one-time contribution of \$750 to Price County.
4. The Association shall provide certain utilities (standard single phase electrical service, potable water service and waste water disposal service) to the site of the PFOS food booth building. The Association shall be responsible for providing such utilities only to the point of connection outside of the food booth building; PFOS shall be responsible for such utilities thereafter. In exchange for such utilities, PFOS shall pay to the Association an amount equal to 10% of the net operating profits (expressly excluding PFOS' capital expenditures) from all PFOS fundraising activities conducted during the Price County fair; such payment shall be made within 90 days of the conclusion of the fair, along with a financial report.
5. The Association shall not be responsible for any aspect of the maintenance or operation of the PFOS food booth building other than as a part of the standard oversight and security of the Price County fairgrounds, as a whole. PFOS shall be responsible to obtain and pay for insurance for the food booth building and contents. PFOS shall maintain the food booth building in reasonable condition at least consistent with the buildings owned and maintained by the Commission.
6. PFOS shall provide the Association with a key for access to the food booth building for emergency purposes only. The food booth building shall be in the exclusive possession and control of PFOS and the Association shall have no authority to allow

any third parties to utilize such building or its contents, although PFOS may agree to do so for its own charitable or fundraising purposes under such terms and conditions as it deems appropriate in conjunction with third parties approved to use some or all of the Price County fairgrounds by the Commission. At such times that PFOS is making use of the food booth building, PFOS shall have the right to use a reasonable area immediately to the side of and behind the building for support activities (such as one or more gas grills) and at least one support vehicle (such as a trailer for supplies). In addition, PFOS shall be provided vehicle access through one or more of the fairgrounds gates; if outside of the time of the Price County fair, the Association shall provide a gate key or other reasonable access arrangements upon reasonable notice. However, during the Price County fair, PFOS members and volunteers (including the 40-50 Boy Scouts and their families who work at the food booth building for PFOS fundraising purposes) shall not be excused from paying standard fair gate admission. They will, however, receive 2 vendor passes. The Price County Fair will provide 2 picnic tables for use during the fair.

7. PFOS shall have the exclusive right to obtain such beverages and foodstuffs from vendors or donors as it deems appropriate. PFOS shall maintain and operate the food booth in compliance with all applicable local, state and federal laws, by providing state food license. They will also have first chance at selling in the grandstand should the opportunity present itself. They must notify the Fair board by July 15 if they are not interested so that we will have adequate time to find a replacement if needed. When Friends of Scouting do sell in the grandstand, they will be responsible for grandstand clean up after the show.
8. This Agreement shall run for a term of three (3) years, effective January 1, 2022. No amendment to this Agreement may be effective unless amended in writing and signed by authorized representatives of the parties.

Dated this _____ day of _____, 2022.

Price County Fair Association, Inc.

Phillips Friends of Scouting, Inc.

By: _____

By: _____

By: _____

By: _____