

FOOD VENDOR 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: **FOOD VENDOR SPACE** for the period of **August 23–27, 2023** inclusive. **EARLY BIRD SPECIAL: Return signed contract and other documentation along with your fees, and receive a 10% discount if received by the Price County Fair by April 30, 2023.**

This Contract is subject to the following regulations:

1. **Rental space must be paid in full by August 15, 2023.** If payment is to be made by personal / business check, payment must be received by **August 10, 2023**. 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 daily by 10:00 AM starting Thursday, August 25th and remain in operation until the close of the fair on Sunday, August 28th at 5pm.** If 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. A **\$10.00 per hour "late open fee"** will be assessed to lessee should lessee fail to be operating during these times. Lessee will be allowed to open their stand when the fine is paid or will be asked to remove their stand to allow for another to be placed in the area left empty.
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 officers of the Price County Fair Association, Inc. acknowledge full payment of this contract. 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 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 in the provided dumpsters on site, Not trash barrels, 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.
14. Other than service animals (must have documentation), absolutely **NO PETS** are allowed on the grounds.
15. **A backflow preventer** must be installed on your water source at all times. If you do not own one, they can be rented in the Fair Office for a \$25.00 refundable fee.

Food Vendor Space Rental Fees

The Food Vendor–Outdoor Space (one structure) is for vendor wagon, tent or any structure used for vending of your food. **This is not a camping space or extra vehicle parking space. Those vehicles must be parked in parking lot.**

Food Vendor Space Fees are: _____ **10x10 - \$240**
_____ **10x20 - \$340**
_____ **10x30 - \$440**

You must **also include** in your payment, a **Refundable \$50 security deposit**. It will be returned to you after the close of the fair providing all terms of this contract are met (No early departures).

TOTAL PAYMENT DUE _____

of Linear Feet (include hitch and awnings): _____ Please diagram trailer for service/selling area:

THESE FOOD ITEMS ARE SOLD EXCLUSIVELY BY THE CARNIVAL
and may NOT be sold by any other Vendor:
Cotton candy, all shaved ice products, lemonade, funnel cakes, and corn dogs.

Legal Name of business/organization _____

Vendor / Contact Name (Last, First) _____

Vendor Phone Number _____

Vendor Mailing Address _____

Vendor City, State, Zip Code _____

Vendor Email Address _____

WI Seller's Permit Number: 456-_____ SSN (last 4-digits)_____ FEIN (last 4 digits)_____

Exemption Code _____ 1- Exempt sales only or display only; 2-Multi-level marketing company pays sales tax; 3-Nonprofit occasional sales exemption; 4-Exempt occasional sales

Food Items (please be specific) _____

- **Food stands need to list all products being sold from their stands. Please reference item #13.**
- 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).
- **NO REFUNDS – NO EXCEPTIONS**

You will receive a confirmation letter after spaces have been assigned. You will receive two vendor NON-RIDER season passes for entry into the Fair to allow you to come and go each day you have a booth at the fair. Any additional season or day passes needed must be purchased at the office.

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

Responsible party

Date signed

No later than 15 August 2023, please mail completed form, payment, a copy of Wisconsin Seller's Permit & proof of insurance to:

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

Questions? Call (608)387-2670 or
email pricecountyfair@yahoo.com

- **Please have your WI Seller's Permit and Federal ID numbers available during the Fair.**

Chairman, Price County Fair Association, Inc.

Date