

2012 OLMSTED COUNTY FAIR COMMERCIAL VENDOR CONTRACT

THIS LICENSE AGREEMENT is made and entered into this _____ Day of _____, 2012, by and between the OLMSTED COUNTY AGRICULTURAL ASSOCIATION, (Conducting the Olmsted County Fair), at Rochester, Minnesota, hereinafter designated as Ag Association, and the following Vendor:

Name: _____

Address: _____

City/State/Zip: _____

D.B.A./Phone: _____

Website & E-mail Address: _____

The Ag Association hereby grants to said Vendor, certain rights, privileges and space during the period of the 2012 Olmsted County Fair to be held July 23 through July 29, 2012. This does not give the Vendor any rights or assurances as to the use or rental of space at the Olmsted County Fair Grounds during any other period. The Vendor may not assign its right in this contract without the prior written approval of the Vendor Committee.

SUMMARY OF CHARGES

INSIDE SPACE \$350.00 PER 10' X 10' BOOTH TOTAL \$ _____

OUTSIDE SPACE \$50.00 Per Linear Foot of Frontage, size requested is _____ ft x 14 ft TOTAL \$ _____

(All lots are 14' deep Additional Depth \$3.00 per Square Foot) Add Space _____ ft x _____ ft = _____ sq ft TOTAL \$ _____

CAMPING \$150.00 for week TOTAL \$ _____

PARKING PASSES \$5.00 per day/\$20.00 for week TOTAL \$ _____

Submit with check payable to Olmsted County Fair TOTAL DUE \$ _____

Special Contractual Conditions: The Vendor shall provide the Ag Association with a Certificate of Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) naming the Ag Association as an additional insured by July 20, 2012. Failure to provide a liability Insurance Certificate will render this contract void and all sums paid will be forfeited to the Ag Association as liquidated damages.

Products/Items to be sold: The Vendor shall be authorized to serve and dispense the following products and items for sale, subject to approval by the Olmsted County Fair Board Vendor Committee. The Committee must approve any new item or additions

Terms of Contract: The term of this contract is for 7 days only; covering the period of the Olmsted Co. Fair, July 23-29, 2012, and subject to the Special Contractual Conditions above. **This contract is due & payable in full by May 1, 2012. Contracts not paid in full by this date will lose the first right of refusal on all sites.** The Vendor agrees to indemnify and hold harmless the Ag Association for any and all liability claims and damages which may arise from the use of the assigned space. Violation of any part of the term hereof, or any of the Rules and regulations of the Olmsted Co. Agricultural Association or the Olmsted Co. Fair Board shall, at the election of the Fair Board, cause the whole amount of this agreement to become due and payable forthwith and will result in revocation and forfeiture of all Vendor rights and privileges herein granted. In the event of such breach by any Vendor and such election by the Fair Board, all sums paid under the terms of this Agreement shall be forfeited to the Ag Association as Liquidated Damages. There are no other rights, privileges, conditions, representation or warranties expressed or implied, as to the use or rental of the above described premises which are not contained in this contract.

BY SIGNING THIS CONTRACT THE VENDOR ACKNOWLEDGES THAT THEY HAVE RECEIVED THE OLMSTED CO. FAIR RULES AND REGULATIONS; AND THEY HAVE READ AND AGREE TO ABIDE BY THE POLICIES AND PROCEDURES SET FORTH THERIN. THE SIGNER OF THIS CONTRACT ACKNOWLEDGES THAT THIS IS AN APPLICATION FOR SPACE AND DOES NOT GUARANTEE ACCEPTANCE.

OLMSTED COUNTY AGRICULTURAL ASSOCIATION:

VENDOR:

By _____
Date _____

By _____
Date _____