

## OVERTON COUNTY FAIR ASSOCIATION VENDOR CONTRACT

Whereas the organization known as the Overton County Fair Association (OCFA) hereafter referred to as "Lessor" is charged with the responsibility of administering and controlling the use of the Overton County Fair Grounds for all activities conducted thereon, the following agreement is entered into by and between the Association and \_\_\_\_\_ (Organization or Party hereinafter referred to as "Lessee"). The Lessee does hereby agree to the following:

1. The "Lessee" shall pay a fee to the OCFA ("Lessor") in the amount of \_\_\_\_\_.
2. That this lease shall begin on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ time and shall end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ time.
3. Failure to operate during fair hours will result in forfeiture of space without refund.
4. Sub-renting of space is prohibited and voids this agreement without refund.
5. Food concessions are subject to inspection by the Overton County Health Department.
6. All property of the Lessor shall be left in good condition with no physical damage having been incurred during the time of the Lessor. Any damage incurred to the OCFA property during the use by the Lessee shall be the responsibility of the Lessee. The liability of the Lessee shall include the cost of products and materials as well as labor costs to repair and return the property to its original state of condition as of the date of the agreement and may also include legal costs, if necessary.
7. Overall appearance and any signs, awnings, extensions beyond the specified space are subject to space availability, with additional compensation paid to Overton County Fair Association and approval by the Fair Director.
8. Booth must be kept neat in appearance. Fair Management reserves the right to reject any booth or display that is untidy, unsafe or unsatisfactory appearance with no refund of fees paid.
9. All personnel working the display or booth will pay the gate admission fee when entering the fair grounds. Refund of those admission fees to workers are the responsibility of the booth lessee.
10. Any equipment or items supplied by the Lessee are solely the responsibility of the Lessee and the Lessor shall not be held liable for the damage, loss or destruction to such articles.
11. Due to contract, the following food items can be sold by the amusement company only: cotton candy, candy apples, popcorn, corn dogs, funnel cakes and pizza. *or Pretzels and lemonade*
12. The Lessor shall not be held liable for any injury or loss to any person or persons during the use of the property by the Lessee.
13. All terms of this contract are binding and subject to mandatory arbitration or legal action.

Lessee:

By (Signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Lessor:

Overton County Fair Association

By (Signature): \_\_\_\_\_

Print Name Here: \_\_\_\_\_

Date: \_\_\_\_\_