

CAMP \$ _____

SPACE # _____

ELEC \$ _____

TABLES _____

STOCK \$ _____

PAID \$ _____

BAL DUE \$ _____

**VENDOR SPACE
GWINNETT COUNTY FAIR
PO Box 1352
Lawrenceville, GA 30046
LEASE FOR SPACE**

COMPANY / GROUP NAME: _____

NAME OF PERSON IN CHARGE _____ **TELEPHONE** _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

WHEREAS, Lessor, GCL&FA, INC., hereinafter referred to as the "FAIR", operates the Gwinnett County Fair, and whereas the Lessee, the above named vendor, hereinafter referred to as the "VENDOR", desires to rent space on the fairgrounds upon which to operate their business:

NOW, THEREFORE, FAIR and VENDOR, in consideration of the mutual undertakings contained herein, and intended to be legally bound, do hereby agree as follows:

1. CONSIDERATION

VENDOR shall be allowed to set up its assigned rented space no sooner than 8 a.m. on Tuesday before the fair opens and MUST BE SET UP AND OPERATIONAL no later than 12:00 o'clock noon on opening day of the fair. VENDOR shall be required to vacate its space not later than 5:00 o'clock p.m. on the first business day following the close of the fair. The FAIR reserves the right to resell any space not occupied by 12:00 on opening day of the fair, and the VENDOR shall forfeit to the FAIR all money paid if, other than as a result of an act of God, or any other factors or conditions beyond the FAIR'S control, the fair is interrupted or is not held.

2. PERIOD COVERED

VENDOR shall be allowed to set up its assigned rented space no sooner than 8 a.m. on Tuesday before the fair opens and MUST BE SET UP AND OPERATIONAL no later than 12:00 o'clock noon on opening day of the fair. VENDOR shall be required to vacate its space not later than 5:00 o'clock p.m. on the first business day following the close of the fair. The FAIR reserves the right to resell any space not occupied by 12:00 on opening day of the fair, and the VENDOR shall forfeit to the FAIR all money paid.

3. HOURS OF OPERATION

VENDOR shall be required to be in FULL OPERATION during all hours that the fair is open to the public. Operational hours of the fair will be set by FAIR management and are subject to change at the discretion of FAIR management without prior notice.

4. PAYMENT

Your full payment is due with contract. Your application for space will not be confirmed until full payment is received.

5. SUBMISSION OF MENU

The FOOD VENDORS shall be required to submit, along with this lease, a proposed menu of items to be sold. FAIR reserves the right to limit the number and type of items sold.

6. CONTRACT SUPPLIER

The FAIR maintains a contractual relationship with Coca-Cola, and VENDOR agrees to use ONLY the FAIR'S designated soft drink products including water.

7. RIGHT TO EXCLUSIVES

The FAIR maintains the right to grant exclusive agreements to vendors and suppliers. As such, the FAIR reserves the right to stop the sales by VENDORS of any product which violates such an exclusive agreement. Any exclusive sales agreement with VENDOR **must be set out in an addendum to this lease in order to be valid.**

8. DELIVERIES

Deliveries will be allowed on the fairgrounds up to two hours before opening time each day.

9. PARKING

VENDOR must park at Gate # 1 or Gate # 4. No vendor will be allowed to park at Gate # 3. This gate is reserved for livestock exhibitors and trailers, and any vendor vehicle parked in the wrong area is subject to being towed.

10. PROOF OF INSURANCE

VENDOR shall supply proof of insurance in the amount of no less than 1 million dollars, naming the FAIR as additional insured, upon submission of this lease. Additionally, proof of insurance coverage will be available at the time VENDOR arrives at fairgrounds and at all times that the VENDOR is operating. **If VENDOR does not furnish proof of insurance, VENDOR hereby agrees that FAIR may provide insurance and CHARGE VENDOR FOR THE COST OF SUCH COVERAGE.**

11. LICENSES AND PERMITS

VENDOR agrees to procure at its expense all necessary state, county and municipal licenses, which are required for its possession or use of the space rented. All food operations will fall under the jurisdiction of the Gwinnett County Health Department. An inspection will be held and a permit issued by that office. Further inspections for quality of food operations may be made by that office. The responsibility for proper food services is that of the VENDOR. **NO REFUNDS WILL BE MADE TO ANY VENDOR WHO FAILS TO ACQUIRE THE NECESSARY LICENSES AND PERMITS REGARDLESS OF THE CIRCUMSTANCE.**

12. ELECTRICAL SERVICE

Electricity will be available for a fee. See attached policies for rates. VENDOR is responsible for determining its power requirements. VENDOR is responsible for and will be held liable for any overload, misuse, or damage, which results from inadequate power supply.

13. TRASH AND LITTER

Trash pick-up in the form of conveniently spaced dumpsters, will be provided by the FAIR. VENDOR will be required to place all trash in dumpsters. VENDOR shall be required to maintain its site free and clear of all garbage and litter. Failure to comply with these requirements shall result in the closing of the VENDOR until such time as compliance is had. VENDOR agrees to maintain the cleanliness of their area beginning 30 minutes before scheduled opening time until 30 minutes after closing, including, but not limited to, picking up trash and sweeping walkways.

14. SUB-LEASE FORBIDDEN

VENDOR agrees that it will not sub-lease or assign the above specified space or booth. It is further agreed that two or more firms may not occupy or use the same space.

15. SPACE CONFINEMENT REQUIREMENT

It is specifically agreed and understood that this lease is for the space specified herein, or such other space or booth as the FAIR may designate and that aisles, walkways, common areas, or other parts of the fairgrounds are not considered a part of the lease area. Further, VENDOR agrees that all personnel and property used in connection with the leased space will remain within the above specified space and will not enter, occupy, use or obstruct any walkways, aisles, common ways or other parts of the fairgrounds. NO ROVING SALES SHALL BE ALLOWED.

16. PASSES

Passes shall be provided to the VENDOR according to the pass policy of the FAIR in effect at the time of the fair. Passes are not to be exchanged or sold. Any additional passes may be purchased according to current pass policy.

17. INDEMNIFICATION

VENDOR agrees to hold the FAIR and their officers, directors, employees and agents harmless, and to indemnify them from any claims, actions, suits or demands, which result or arise out of the FAIR'S or the VENDOR'S actions.

18. LIMITATION OF LIABILITY

It is agreed that the liability of the FAIR for any damages arising out of failure to furnish the space provided for herein is limited to the return of such money paid as liquidated damages.

19. RIGHT TO FINAL SPACE ASSIGNMENT

The FAIR reserves the right to make final space assignments, to assure the interest of the FAIR is best served. If at any time in the opinion of FAIR management, said concession or the VENDOR is found to be detrimental to the interest of the FAIR, the concession or the VENDOR shall be removed on demand, and at the discretion of the FAIR management and at the expense of the VENDOR.

20. CANCELLATION

This lease is subject to cancellation without further notice and without refund if total payment is not received in full on or before the due date. The FAIR reserves the right to reassign the above space at its sole discretion.

21. FAILURE OF VENDOR TO USE SPACE

In the event the VENDOR does not actually use the leased space, it is agreed that no portion of the rental already paid will be returned, but shall be considered liquidated damages for breach of the lease contract.

22. MAINTENANCE OF THE LEASED SPACE

VENDOR AGREES TO MAINTAIN THE LEASED SPACE IN A SAFE AND OTHERWISE SATISFACTORY MANNER. Further, FAIR and VENDOR agree that the FAIR has the right, at its sole discretion, to remove from the fairgrounds, any item, article, concession, or any part thereof, including banners, signs, bells, balloons, loudspeakers, or other advertising matter, which it deems to be unsafe, unsuitable, objectionable, vulgar, unattractive, distracting, obnoxious or otherwise in violation of this agreement.

23. LIEN CREATED FOR MONEY OWED

The FAIR shall have the right to retain all property belonging to VENDOR which is brought onto the fairgrounds in order to secure the payment of any and all sums of money due. Further, VENDOR agrees that the FAIR may sell, or otherwise dispose of, either at public or private proceedings, without notice to VENDOR, any such property for the purpose of satisfying any indebtedness due.

24. USE FOR ANY OTHER PURPOSE PROHIBITED

The use of the leased space for anything other than agreed by both parties is strictly prohibited.

25. NON-WAIVER OR PROVISIONS

The failure of the FAIR to insist, in any instance, upon the strict performance of the covenants of the lease, or to exercise any option contained herein, shall not be construed as a waiver or the relinquishment of such covenant or option in the future, but the same shall continue and remain in full force and effect. The receipt by the FAIR of rent shall with knowledge of any breach of any covenant hereinafter be deemed a waiver of such breach and no waiver by the FAIR of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the FAIR.

26. NO AGREEMENTS OTHER THAN CONTAINED HEREIN

No understanding or agreement exists except that which is specified in this lease and that it cannot be canceled except by mutual agreement, executed in writing.

27. VENDOR TO PAY COST OF COLLECTIONS

VENDOR agrees to pay the FAIR all expenses that it incurs in connection with the collection of any sum due, including a reasonable attorney's fee.

28. RIGHT TO CLOSE FOR VIOLATIONS

For the violation of the terms of this lease, the FAIR shall have the right to declare this contract VOID, and close the concession without recourse.

29. APPLICATION APPROVAL

Lessee agrees that this application is subject to approval and acceptance by the Board of Directors and the terms of which shall not constitute an agreement for the lease of commercial exhibit space until approval and acceptance by said Board.

Subject to the terms and conditions listed, and made a part of this lease, the undersigned, as LESSEE hereby the location(s) listed above from the GWINNETT COUNTY FAIR, the LESSOR, and agrees to pay the sum of \$ _____ as rental for said Exhibit Space.

Signed this _____ day of _____, 200_____.

LESSEE NAME _____
(please print)

LESSOR: GWINNETT COUNTY FAIR
(a non-profit-organization)

LESSEE SIGNATURE _____

Title _____ Phone (____) _____

By: _____
(Gwinnett County Fair)

Mailing Address: _____

FAIR USE ONLY: DATE REC'D _____ SPACE ASSIGNED _____

TOTAL PAID _____ CK# _____ AMOUNT DUE _____