

MINIDOKA COUNTY FAIR

P.O. Box 151, Rupert, Id 83350

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Grounds Keeper 208-431-1634

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EXHIBITOR PRIVILEGE CONTRACT

AGREEMENT made between the **Minidoka County Fairboard**, a political subdivision of the **State of Idaho**, under the direction of the **Minidoka County Commissioners** herein called "**FAIR BOARD**" and.

Name _____, herein called "**USER**".

Contact Person _____

Daytime Phone _____

Mailing Address _____

Featured Item in Booth _____

THE PARTIES AGREE AS FOLLOWS:

- 1- USE OF PREMISES: **FAIRBOARD** hereby rents to **USER** the use of:
_____ an 8 foot by 10 foot space in the Merchant Building
_____ or a space outside (size to be determined by Fair Staff) from
July 31-August 5, 2017.

USER agrees to pay **FAIRBOARD** a fee for said premises in the sum of \$75.00 for each space, payable upon execution of this agreement.

- 2- PURPOSE: **USER** agrees to use the above premises solely for the purpose of displaying and or selling items or services (**A list of which is attached**) and for no other purpose. **USER** will distribute, sell or display within the confines of the allotted space only. **USER will not sell knives, guns (real or toy) or any item that propels another object. USER will not sell any item that is a weapon or looks like a weapon.** **USER** acknowledges that there will be no exclusive rights issued to any vender. Placement in the building and on the grounds will be at the discretion of the Fair Staff.

- 3- SECURITY: **USER** agrees that **Fairboard** and Minidoka County, their officers, directors, agents and employees shall not be responsible for any loss, damage or injury of any character to any property of the **USER** or to his agents or employees while on or at the Fairgrounds.
- 4- INDEMNIFICATION: **USER** agrees to indemnify and hold harmless the **Fairboard** and Minidoka County, their officers, directors, agents and employees from any liability for any property damage or personal injury claim of any description arising out of the use of the premises by **USER**.
- 5- PARKING: **USER** agrees to park only in designated areas and to not park between the display buildings and the covered grandstand, around the perimeter of any building, in the fire lane of any building, or block the entrance/exit to any building or the gate on any fence. All deliveries must be made before 4:00 P.M.
- 6- TERMINATION: This agreement may be terminated immediately by **FAIR BOARD** for breach of the Agreement. **USER** will relinquish his space and all rights under this agreement and all monies paid will be forfeited by **USER**. Either party may terminate this Agreement by 15 days written notice of termination to the other party.
- 7- ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this agreement or to declare forfeiture of termination.
- 8- COMPLIANCE WITH LAWS: **USER** agrees to comply with all federal, state, tax laws and local laws, rules and regulations. **USER** agrees that if he breaches any provisions of the contract or rules of the **FAIRBOARD** he will immediately and upon request of management relinquish his place and all rights under this agreement and all monies paid will be forfeited.

DATED: _____

USER SIGNATURE

MINIDOKA COUNTY FAIRBOARD REPRESENTATIVE