

MINIDOKA COUNTY FAIR BOARD

P.O. Box 151, Rupert, Idaho 83350
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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: _____

Email: _____

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 31st -August 5th.

USER agrees to pay **FAIRBOARD** a fee for said premises in the sum of \$100.00 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), poppers, or any item that propels another object. USER will not sell any item that is a weapon or looks like a weapon. No animals, birds, or reptiles large or small are allowed in the rented space during fair.** **USER** agrees that all displayed material be family friendly; nothing should be displayed that contains foul language, is suggestive, or obscene. **ENTITY** has the right to ask that offensive items be removed from display. **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- **HOURS:** **USER** agrees to occupy the space rented to them during the entire 2023 Fair. The building hours are as follows and booth shall be open during these hours. The Merchant Building will be open to the public:
 - Tuesday, August 1st from Noon to 10:00 P.M.
 - Wednesday, Thursday, and Friday, August 2-4th, from 10:00 A.M. to 10:00 P.M.
 - Saturday, August 5th from 10:00 A.M. to 8:00 P.M.Set up times in the Merchant Building will be:
 - Monday, July 31st from 9:00 A.M. to 6:00 P.M.
 - Tuesday, August 1st from 9:00 A.M. to NoonTake down times in the Merchant Building will be:
 - Sunday, August 6th from 10:00 A.M. to 2 P.M.

PARKING: **USER** agrees to park only in designated areas and to not park in MIDWAY (area between 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 10 a.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 FAIR BOARD REPRESENTATIVE

Date Received: _____
Date Paid: _____
Amount Paid: _____