

**WEBER COUNTY  
VENDOR SPACE LEASE AGREEMENT  
COMMERCIAL VENDOR**

THIS AGREEMENT, made in Ogden, State of Utah on \_\_\_\_\_ by and between the  
(Date)  
WEBER COUNTY, hereinafter called the FAIR and

\_\_\_\_\_  
(Company or Business Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Vendor's Name)

\_\_\_\_\_  
(Phone Number)

hereinafter called VENDOR.

The FAIR and the VENDOR hereby agree as follows:

1. The VENDOR hereby rents from the FAIR the following space on the Weber County Fairgrounds in booth # \_\_\_\_\_(Indoor), area # \_\_\_\_\_(Outdoor).
2. The terms of this lease shall be for the period of the Weber County Fair, August 11-14, 2010. Wednesday through Saturday.
3. The VENDOR intends to use aforementioned rented space for:  
\_\_\_\_\_Retail Sales  
\_\_\_\_\_Educational Exhibit(s)  
\_\_\_\_\_Advertising the following item(s)

Please be SPECIFIC in items you wish to be selling, exhibiting, or advertising. You may only sell items listed below.

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Most booths are supplied with access to 110-volts of electricity, depending on their location. An additional \$100.00 charge will be assessed for 220-volt hook-up (only available in certain areas). If you need 220-volts, please check here \_\_\_\_\_. Please list item(s) that will require electricity. **The VENDOR is responsible for their own extension cords.** An additional \$100.00 will also be assessed for a phone line (only available in certain areas).
5. The VENDOR agrees to pay \$ \_\_\_\_\_ to the FAIR as total rental of said space for the duration of the FAIR, payable as follows: \$ \_\_\_\_\_ or a non-refundable deposit of 25% of the total cost of space upon execution of this lease, and the balance of \$ \_\_\_\_\_ on or before Friday, July 16, 2010. **Lease agreements will not be accepted without deposit. Cancellations made after July 16, 2010 will forfeit any monies paid.**

MAIL TO: WEBER COUNTY FAIR  
Attn: Stacy Skeen  
1000 North 1200 West  
Ogden, Utah 84404

6. **The VENDOR is responsible for issuing fair tickets to each of their booth participants. If more fair tickets are needed, vendor must purchase them. No one will be allowed to enter the Fair without a ticket. NO EXCEPTIONS!!!** \_\_\_\_\_ (Initial) (32 tickets will be issued with each contract -8 tickets per day).

7. VENDOR agrees that failure to make final payment on said date releases the FAIR from any obligation under this instrument and hereby agrees that upon such a failure to make final payment the FAIR may lease the above described space to another party if the FAIR deems such an alternative to be in the best interest of the FAIR. VENDOR agrees that any such breach of the agreement upon his/her part shall result in the forfeiture of all, or will be liable for entire balance due on exhibit space. \_\_\_\_\_ (Initial)
8. The VENDOR shall not, without prior written consent of the FAIR, assign or sublet any part of this leased space. \_\_\_\_\_ (Initial)
9. The conditions, rules and regulations attached to this agreement are hereby made a part hereof and are incorporated herein by reference, and the VENDOR further agrees to be bound by the FAIR'S interpretations of said conditions, rules and regulations in the event a dispute should arise concerning them. Rules and regulations printed in the Weber County Fair Premium Book will be binding upon the VENDOR also. \_\_\_\_\_ (Initial)
10. The VENDOR agrees to pay for all costs of collections, default, breach or enforcement, hereunder, including a reasonable attorney fee. \_\_\_\_\_ (Initial)
11. The FAIR will not be responsible for any loss by fire, wind, storm, explosion or any other cause whatsoever, to any property belonging to the VENDOR. The Weber County Fair will not be responsible for damage from loss of occupancy or otherwise caused to VENDOR by destruction or damages to said exhibit area. The VENDOR shall be held responsible for all damages caused by the VENDOR'S operation and agrees to indemnify and hold the FAIR harmless for any liability incurred by VENDOR'S activities or possessions. \_\_\_\_\_ (Initial)
12. In the event said contracted space is changed, eliminated, condemned or rearranged, the Fair may reassign another space to the VENDOR. \_\_\_\_\_ (Initial)
13. VENDOR, **shall not use any tape, or anything sticky on the floor of said exhibit area.** (Inside Recreation Hall only). A liquidated damage fee of \$25.00 per infraction will be charged to the VENDOR upon inspection of booth. \_\_\_\_\_ (Initial)
14. Booth spaces are a designated 10'x10' size. In no instance shall anything (signs, chairs, posts, merchandise, personnel etc.) extend forward of the booth front. Indoor exhibits may be displayed to a height of 8' in the rear 4' of your booth. In the front 6' of your booth, display must be kept below 3'. VENDORS must confine all transactions to this leased space and shall not solicit prospective customers in any other location on the Fairgrounds except within this leased space. \_\_\_\_\_ (Initial)
15. This agreement contains the entire understanding of the parties and no oral or other representation not contained herein shall not be binding to the parties hereto. \_\_\_\_\_ (Initial)
16. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions of provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
17. **The Fair reserves the right to refuse to lease space to any vendor who has previously been found by the Fair Board to have violated any provision of a previous lease agreement, Golden Spike Event Center Rules and Restrictions or Weber County Fair Rules and Regulations.** \_\_\_\_\_ (Initial)

IN WITNESS WHEREOF, the Weber County Fair and the VENDOR have signed this instrument of the day and year first above written.

I, the VENDOR, have read, initialized and understand the above lease agreement.

\_\_\_\_\_  
VENDOR

\_\_\_\_\_  
DATE