

Food Concession Space Lease Agreement for 2008 Fair

Fairgrounds at 99 Coulee Way, Wabasha
Junction of Hwy 61 & 60 (Beyond the Coffee Mill Motel)

Policy of Agreement

It is hereby mutually agreed that the Wabasha County Agricultural Fair Association, Inc. leases space during the Wabasha County Fair from Wednesday, July 16 thru Saturday, July 19, 2008 to:

Name of Firm /Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Cell phone _____ Fax _____

Food License- MN# _____ or Wabasha Co. Temporary Food Service # _____

You must be in compliance with all state food handling requirements at all times.

List all the foods you intend to sell, _____

_____ thus we can avoid duplication.

Service Schedule- The times you are to be open. Wednesday, July 16 from 5 PM to 10 PM, Thursday, Friday and Saturday, July 17 -19 from 11 AM to 10 PM.

Rate Schedule- Check (X) your needs.

Fees –Fill in amounts

1. Space _____ in our tent-\$200 or _____ your tent/ trailer-\$200 = \$ _____

2. Electricity _____ 110 volt-\$15 or _____ 220 volt- \$50
or _____ refrigerator/truck/freezer hook up-\$50 = \$ _____

3. Water _____ yes (no charge) or _____ no

(Make check payable to “**Wabasha County Fair**”) **Total** = \$ _____

Indemnification Clause: The Wabasha County Agricultural Fair Association, Inc., their agents or employees, (“Landlord”) shall not be liable and _____ (“Lessee”) shall indemnify, save, hold harmless, and defend the Landlord, for any loss, injury, death, or damage to persons or property, which at any time may be suffered or sustained by the Lessee or by any person, whosoever may at any time be using or occupying or visiting the Wabasha County Fairgrounds (the “Fairgrounds”), or be in, on, or about the Fairgrounds, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, negligence, or intentional misconduct of the Lessee or of any occupant, subtenant, visitor, or user of any portion of the Fairgrounds or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and the Lessee shall indemnify the Landlord against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage, including Landlord’s reasonable attorney’s fees.

Terms: No part of the space covered by this agreement shall be assigned, sublet or otherwise disposed of without written consent of the Fair Association. The lessee agrees to be set up during the designated schedule. The lessee agrees to be in full compliance of Health, Food Safety & Electrical Codes during the terms of this lease and to provide a Certificate of Insurance.

Date _____, 2008.

Landlord, Wabasha County Agricultural Fair Association

Lessee, Party of the Second Part

By _____
Sue Lamprecht, Secretary

By _____
Lessee

Complete, Sign and Return these Required Forms by June 1:

- _____ One copy of this agreement (The second copy is for your records)
- _____ Sales Tax form ST 19
- _____ Certificate of insurance
- _____ Payment (No refunds after June 15)

Mail to:

Wabasha County Fair
PO Box 101
Wabasha, MN 55981

