

Wabasha County Fair Commercial Exhibit Space Lease for 2024

Fairgrounds at 99 Coulee Way, Wabasha
Junction of Hwy 61 & 60

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 17 thru Saturday July 20 2024 to:

Name of Firm /Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone _____ Cell phone _____ email _____

Sales Tax # _____

List all the goods or services you wish to advertise or sell _____

Fee Schedule- Please check (X)

Space: _____ 8x8 feet (in Event Center)
_____ Outside (your tent/ trailer)

Make check payable to **“Wabasha County Fair”**

= \$100 (\$200 if submitted after July 12th)

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Please read carefully and sign below.

The Lessee agrees to be in full compliance with Health, Food Safety and Electrical Codes during the terms of this lease and to provide a Certificate of Liability Insurance.

Indemnification Clause: The Wabasha County Agricultural Fair Association, Inc., their agents or employees, (“Landlord”) shall not be liable and _____ (the undersigned “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 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, before, during or after the Wabasha County Fair, including Landlord’s reasonable attorney’s fees.

The Lessee expressly releases the Wabasha County Agricultural Fair Association from responsibility for any item(s) lost, stolen or damaged on the Fairgrounds before, during or after the regular fair hours.

By _____

Lessee

Date _____

By _____

Landlord, Wabasha Co. Ag. Fair Assoc. Inc.

Date _____

Terms for Commercial Exhibitors and Concessionaires:

Insurance: All exhibitors must have a Certificate of Liability Insurance. All food vendors must provide a Certificate of Insurance for \$2 million, naming the Wabasha County Agricultural Fair Association, Inc. as additional insured and with a guaranteed 30 day notice of cancellation.

ST19 (Sales Tax form) : All lessees - must submit a MN Dept. of Revenue Form ST-19 with their exhibit/vendor space application. Sales tax numbers are required to be displayed in your space. Whether you are a for profit or a non-profit, all lessees must have a MN tax ID number. **If you are exempt from MN sales tax, there is a space to indicate that on the form. If you are not selling anything, there is a space to indicate that on the form.**

*Only items appropriate for a youth and family oriented fair may be sold or advertised on the grounds. The fair board reserves the right to make that determination at any time.

Exhibit times: Vendors must be open on Wednesday from 4 PM to 10 PM, and on Thursday, Friday and Saturday from 11 AM to 10 PM.

Setup: Setup time will be the Wednesday between Noon and 4PM

Parking: 1 Parking pass will be provided for each vendor. Additional parking can be purchased separately. Season parking passes are \$10. Daily parking passes are \$5 Parking in parking lots only.

Space: The indoor commercial space in the Event Center is approximately 8 ft. x 8 ft and is very limited. First with payment will receive spots. Outdoor space is available, exhibitors must let us know what size their trailers/ exhibit is. And if electrical is needed. The lessee must confine all lease activities within the space allowed to them and is prohibited from operating outside of that area in such a way as to be a nuisance, or interference to the public or to the other lessees. No part of the space covered by this agreement shall be assigned, sublet or otherwise disposed of without written consent of the Fair Association.

Vehicle/ Exhibit Space(s): Description(s) _____

Size(s) *when fully extended including awning if any* _____

Electricity: Due to the location of electrical outlets, both inside and outside, it is suggested that you bring adequate, approved extension cords with you and enough rubber matting to cover the same.

Electrical requirements: None _____ 110 volt _____ one per space

No contract will be in force and no space reserved until all required items listed below are received.

- _____ One copy of this agreement/both pages (Keep a copy for your records)
- _____ Sales Tax form ST 19 (Even if Exempt)
- _____ Certificate of insurance
- _____ Payment (No refunds after June 15)

**Mail to: Robert Sexton
4426 35th St NW
Rochester, MN 55901**

Contracts are to be in by **June 1st**, *after June 1st contracts accepted only if space is available.*

Questions? Call Barb: 507-251-7149

THANK YOU