

**Madison County Fairgrounds 2019 Whoopee Days Booth Rental Agreement**

QUESTIONS: Please contact Shannon Lewis at (208)201-9005 or (208)356-3139

An agreement made by and between the Madison County Fair Grounds Officials, hereinafter called ORGANIZER, and \_\_\_\_\_, hereinafter called VENDOR.

**ORGANIZER and VENDOR agree to the following:**

1. ORGANIZER will lease to VENDOR all indicated services on the front of this page, including a booth space, electricity, and any other services chosen by the VENDOR, at the 2019 Madison County Whoopee Days, held at the Madison County Fairgrounds on June 28 & 29, 2019.
2. Space/Location will be assigned by ORGANIZER. VENDOR may request a specific space, but it will not be guaranteed. Tables, chairs, and canopy are not included with space. If any of these are required by the VENDOR, they are to supply them. Tables and chairs are available at a variety of local businesses. Ask the Commercial Superintendent for more information. Setup shall be on Friday June 28 by 4 PM. No one shall be allowed to setup after the event begins. Vendors who do not set up during the above time frame run the risk of losing their space without refund. Vendors shall have access to their booth space daily at 4 PM.
3. VENDOR shall not, without prior written consent of ORGANIZER, assign or sublet any part of this lease/display space. Violation of this item could result in the loss of booth space at Whoopee Days.
4. VENDOR agrees to occupy their designated booth space(s) and not move booth locations for the entire duration of Whoopee Days. It is further agreed that if said VENDOR does not occupy the contracted space or fails to comply in any other respect with the terms of this agreement, the ORGANIZER shall have the right, without notice to the VENDOR, to sell such space or any part thereof. It is also agreed that the VENDOR failing to occupy said space or comply with any of the provisions of this agreement shall pay the entire contract price (and will forfeit the \$100 deposit), as loss and/or damage suffered by ORGANIZER on account of such failure. Notification of cancellation must be made in writing within three days of contract date. After three days, any monies exchanged become non-refundable.
5. VENDOR will abide by the General Rules of Whoopee Days online at [www.madisonfairgrounds.com](http://www.madisonfairgrounds.com) This includes indemnification of the Madison County Organizing Committee, Madison County Fair Board, Madison County and its departments, and/or Rexburg City and its departments from responsibility for any loss or damage by fire, wind, storms, explosions, or any other cause whatsoever, including Acts of God, or other loss by the VENDOR during the duration of the event. VENDOR covenants not to sue ORGANIZER for any and all liability, real or alleged, arising out of or in connection with this lease agreement. VENDOR also agrees to pay all costs of collections, default, breach or enforcement hereunder, including reasonable attorney's fees.
6. Sales tax for sales made by VENDOR shall be the responsibility of the VENDOR. ORGANIZER shall provide Idaho State Tax for TC-24. VENDOR shall return said form to ORGANIZER, and shall be liable for any taxes due.
7. This agreement contains the entire understanding of the parties, and no oral or other representation not contained herein shall be binding upon the parties hereto.
8. All food VENDORS must have and include a copy of a state license; call the Eastern Idaho Public Health District at (208)356-3239 for more information.

COMPANY NAME: \_\_\_\_\_

RESPONSIBLE REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_