

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

THIS AGREEMENT, made in Ogden, State of Utah on _____ by and between the
(Date)

WEBER COUNTY FAIR, hereinafter called FAIR and:

(Company or Business Name)

(Address)

(City) (State) (Zip)

(Vendor's Name) (Phone Number)

(Email)

hereinafter called VENDOR.

The FAIR and the VENDOR hereby agree as follows:

1. The VENDOR hereby leases from the FAIR the following space on the Weber County Fairgrounds in booth # _____ (Outdoor), booth # _____ (Indoor).
2. The terms of this lease shall be for the period of the Weber County Fair, August 10 – 13, 2022, Wednesday through Saturday.
3. The VENDOR intends to use aforementioned leased 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 have access to 110 volts of electricity, depending on their location.
5. The VENDOR agrees to pay \$ _____ to the FAIR as total lease of said space for the duration of the FAIR, on or before July 1, 2022. **Lease agreements will not be accepted without full payment. Cancellations will forfeit any monies paid. Booths paid in full by April 29, 2022 will receive a \$50 discount.**

MAIL TO: WEBER COUNTY FAIR
Attn: Bruce and Julie Peterson
1000 North 1200 West
Ogden, Utah 84404
Or email at gsecvendors@co.weber.ut.us

6. **The VENDOR is responsible for issuing fair tickets to each of their booth employees. 32 tickets will be issued per contract (8 tickets/day). 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)

7. VENDOR agrees that failure to make complete payment on said date releases the FAIR from any obligation under this instrument and hereby agrees that upon such a failure to make complete 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 is responsible and required to staff their booth each day of the fair from 11 am – 11 pm. A \$50 fine will be charged to VENDOR's who do not comply with this rule. _____ (Initial)
9. The VENDOR shall not, without prior written consent of the FAIR, assign or sublet any part of this leased space. _____ (Initial)
10. 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)
11. The VENDOR agrees to pay for all costs of collections, default, breach, or enforcement, hereunder, including a reasonable attorney fee. _____ (Initial)
12. FAIR will not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but not be limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due. _____ (Initial)
13. In the event said leased space is changed, eliminated, condemned, or rearranged, the FAIR may reassign another space to the VENDOR. _____ (Initial)
14. Booth spaces are a designated 10' X 10' 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 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. _____ (Initial)
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 or Golden Spike Event Center/Weber County Fair Rules and Regulations.** _____ (Initial)

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

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

VENDOR

DATE

ASHTON WILSON
Manager of Events

DATE