**PENNINGTON COUNTY FAIR ASSOCIATION, INC.**

**SPACE RENTAL CONTRACT**

It is hereby mutually agreed:

The Pennington County Fair Association, Inc. (Party of the First Part) leases space during the **Pennington County Fair, July 12-16, 2017, at the attached schedule of rates, to:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee’s Name (Party of the Second Part)

Address

DBA\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No part of the space covered by this agreement shall be assigned, sublet, or otherwise disposed of without the written consent of the First Party.

Party of the First Part assumes no liability for loss or damage to any property of the Party of the Second Part. Including damage that may occur during events put on by Party of the First Part.

Party of the Second Part shall hold Party of the First Part, its officers, agents, and directors harmless from any and all claims, causes of actions or demands made by any person against Party of the First Part arising out of any activities, actions or conduct of Party of the Second Part, its agents, servants, or employees.

The Party of the First Part is free to rent the space to a third party without recourse if the space rented by the Party of the Second Part **is not occupied by 12:00 P.M. on** **Wednesday, July 12, 2017 or if the items listed in the invitation letter are not adhered to by the Party of the Second Part.**

Party of the Second Part shall purchase on site all soft drinks held for re-sale during the Pennington County Fair from the authorized Pepsi distributor, and Party of the Second Part will NOT sell, display, or use soft drinks from a competitor of Pepsi, or sell any soft drink products purchased off-site. No food of any kind may be stored at any time in the beverage coolers provided by Pepsi. Violations of the Pepsi contract will result in immediate removal of the Party of the Second Part from the premises and forfeiture of all payments to the Party of the First Part. It is the responsibility of the Party of the Second Part to order enough beverages at the start of the fair to last for the duration of the fair. No beverages will be available from the Pennington County Fair Board Association or its representatives, all beverage orders must be directed to, arranged with, and completed with the representative of the Pepsi distributor.

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Party of the Second Part agrees to adhere to all health, safety, and fire codes as required by Federal, State, and Local laws, including but not limited to the food, health, electrical, and fire codes legally in force during the fair. This includes banishment of animals and pets of any kind on the premises where food is being prepared, handled, stored, served, or consumed. Violators will be immediately removed from the premises without refund.

Party of the Second Part agrees to adhere to all laws, ordinances, and regulations related to conducting business in the city of Thief River Falls, Pennington County, and State of Minnesota. Violators will be immediately removed from the venue without refund or reimbursement of any kind, and face civil and criminal penalties for any violations of applicable laws, codes, statutes, and regulations.

Party of the Second Part agrees to refrain from bringing any narcotics or weapons of any kind onto the Pennington County Fairgrounds, and will not display, promote, distribute, transport, or sell any medications, illegal narcotics, narcotic drug paraphernalia or weapons of any type to any person or persons on or near the Pennington County Fairgrounds. Violators will be removed from the premises without refund and prosecuted to the fullest extent of the law. Any person caught violating any Federal, State, or Local laws will face criminal prosecution to the fullest extent of the law, as well as potential civil action.

Dated this\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee’s Acknowledgement Pennington County Fair Association, Inc.

And Acceptance of Terms: Thief River Falls, Minnesota 56701

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee’s Signature Authorized Fair Board Agent

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