



Alachua County Fair Indoor Space
Mailing Address: PO Box 5726, Gainesville, FL 32627
Fairgrounds Address: 3100 NE 39th Ave, Gainesville FL 32609
Phones: Jesse (352) 359-2196 Donna (352) 222-1676
Email: alachuacountyfair@yahoo.com
www.AlachuaCountyFair.com

INSIDE EXHIBIT SPACE CONTRACT
October 19th – 27th, 2018

Exhibitor: _____ FAX: _____
 Contact Name: _____ Cellular: _____
 Address: _____ Other Phone: _____
 _____ Number of booths: _____ (10 x 10)
 Phone: _____ Space Assignment: _____
 EMAIL: _____

Whereas, Lessor, Alachua County Fair Association, Inc., herein referred to as the "Fair" operates the indoor building rental during the Alachua County Fair on the fairgrounds located at 3100 NE 39th Ave, Gainesville, FL 32609 and whereas the Lessee, the above named Exhibitor, hereinafter referred to as the "Exhibitor" desires to rent space on the fairgrounds, for the days of the 2017 Fair only, upon which to operate an Exhibit, the Fair and Exhibitor in consideration of the mutual undertakings contained herein and intending to be legally bound, do hereby agree as follows:

All items to be displayed and/or sold must be listed and only listed items may be displayed and/or sold:

1. **FEE:** Total due is required upon the execution of this contract. Booth space location is not guaranteed until receipt of total amount due. All payments must be made in Cash, Money Order or Certified Check payable to Alachua County Fair Association, Inc., If payment is made with personal or company check, it must be paid ten (10) days prior to opening of Fair, this agreement will only be valid once check has cleared the bank. If check does not clear the bank, the booth may be resold; all payments made after Oct. 5th, 2018 must be cash, credit card or certified check.

2. **BOOTH SPECIFICATIONS:** Booths shall be 10(ten) feet x 10(ten) feet of floor space unless specified otherwise in an addendum to this lease agreement. Tables & Chairs are not provided.

3. **ELECTRICAL SERVICE:** One 110V 20 amp electrical outlet is included with each booth. Additional power beyond this limit will be at an additional charge. Exhibitor is responsible for supplying any adequate cords and is responsible for and will be held liable for overload, misuse or damage which results from inadequate power supply and/or power cords;

4. **ACCESS TO BOOTH:** The exhibit building shall be opened to exhibitors one hour before the scheduled opening time of the fair to the public. Exhibit building will open on Wednesday, Oct.17th at 9:00 am for exhibitor setup. ALL Booths must be setup and ready by 1:00 pm on Fri., Oct. th19.

5. **INSURANCE:** Exhibitor shall furnish proof of liability insurance with at least a one million dollar (\$1,000,000.00) limit upon submission of this contract. The policy must name the Alachua Co Fair Association, Alachua County as additional insured. Insurance coverage to begin at the time the Exhibitor arrives on the Fairgrounds for setup and continue until the Exhibitor leaves the grounds after the fair. If Exhibitor does not furnish proof of insurance, Exhibitor hereby agrees that Fair may provide insurance and charge Exhibitor the cost of such coverage or consider this agreement void without responsibility from the Fair and any deposit will be lost;

6. **LICENSES/PERMITS:** Exhibitor agrees to procure at its expense all necessary state, county and municipal licenses/permits which are required for its possession or use of the space;

7. **INSPECTION:** The Fair Association reserves the right to inspect any exhibit at any time, without notice and without seeking consent, for determining compliance with the provisions of this lease and the law;

8. **SUBLETTING:** Exhibitor agrees that it will not sublease or assign the above specified space. It is further agreed that two or more firms may not occupy or use the same space. The use of the leased space for anything other than displaying and/or selling the items listed above is strictly prohibited;

9. **OPERATIONAL HOURS:** Exhibitor shall be required to be in full operation during all hours that the Building is open to the public, without regard to weather. Operational hours of the fair will be set by Fair Association and are subject to change at the discretion of Fair Association without prior notice;

10. **ROVING SALES:** Roving sales are prohibited. It is specifically agreed and understood that this lease is for the space specified herein and that the aisles, walkways, common areas, or other parts of the fairgrounds are not considered a part of this contract;

11. **SET-UP:** Exhibitor shall be allowed to set up in its assigned space no sooner than 9:00 a.m. on Wednesday, Oct. 17th and must be set up and operational no later than 1:00 pm on Fri, Oct 19th. Failure of Exhibitor to be set up by 1:00 p.m. or to not use the leased space will result in a breach of this contract and the Fair Association may resell the space and the Exhibitor will forfeit all money paid which shall be considered liquidated damages;

12. **MOVE-OUT:** Exhibitor may not tear down or remove any portion of the leased area before the closing time of the exhibit building on the last day of the Fair Saturday, October 27th, but everything must be removed from the Fairgrounds by 8:00 p.m. on Sunday October 28th, the day after the fair closes. Any items left on the Fairgrounds after 8:00 p.m. on the 28th will be considered abandoned and will be disposed of by Fair and if applicable, the expense billed to Exhibitor;

13. **EXCLUSIVES:** The Fair Association maintains the right to grant exclusive agreements to exhibitors. An exclusive sales agreement must be set out in an addendum to this lease. The Fair reserves the right to stop sales by exhibitors of any product that violates such an exclusive agreement;

14. **PROHIBITED ITEMS:** Fair Association has the right, at its sole discretion, to require Exhibitor to remove any item, article or any part thereof, including banners, signs, gongs, bells, balloons or other materials which it deems unsafe, unsuitable, objectionable, unattractive, distracting, obnoxious or otherwise in violation of this agreement at Exhibitor's expense. Prohibited items include, but are not limited to nails, staples, tacks or pins on any Fair property surface, paper stickers inside fairgrounds buildings, laser pointers/pens, fireworks of any nature, knives, weapons, mace, pepper spray, or any other item which in the sole judgment of the Fair Association may be a public danger, create a public hazard, would be detrimental to the premises Offensive to the "Family Values" obscene or profane. The Fair shall have sole discretion of these standards. **NO PETS ALLOWED, SERVICE ANIMALS ONLY!**

15. **SOUND LEVELS:** Fair Association maintains the absolute right to control sound levels;

16. **VEHICLES:** Deliveries onto the grounds will be allowed only by properly permitted vehicles. No vehicles will be allowed onto the fairgrounds later than one hour prior to opening on any operational day of the fair. In addition, all vehicles must be removed to the parking lots at least one hour prior to opening. Any vehicle in violation of this provision will be towed away and stored at the expense of the Exhibitor. No vehicle will be allowed back onto grounds until one hour after closing;

17. **PASSES:** Four (4) passes per booth will be provided to Exhibitor. Extra passes can be purchase at the cost of \$5.00 per pass. Limit of 3 extra passes per Exhibitor. Replacement for lost pass is \$5.00.

18. **SPACE ASSIGNMENT:** The Fair Association reserves the right to make final space assignments to assure the best interests of the Fair

is served. If at any time, in the opinion of the Fair Association, said exhibit or the Exhibitor is found to be detrimental to the interests of the Fair, the exhibit shall be removed or shall be relocated on demand at the discretion of the Fair Association and at the expense of the Exhibitor;

19. **FAILURE OF EXHIBITOR TO USE SPACE:** In the event the Exhibitor does not actually use the leased space, it is agreed that no portion of the rental already paid will be returned and shall be considered liquidated damages for breach of the lease contract. No refunds will be issued after September 17, 2018.

20. **LIEN CREATED FOR MONEY OWED:** The Fair Association shall have the right to retain all property belonging to Exhibitor which is brought onto the Fairgrounds in order to secure the payment of any and all sums of money due hereunder. Further, Exhibitor agrees that the Fair Association may sell or otherwise dispose of, either at public or private proceedings without notice to Exhibitor any such property for the purpose of satisfying any indebtedness due hereunder;

21. **NONWAIVER OF PROVISIONS:** The failure of the Fair Association in anyone or more instances, to insist upon the strict performance of the covenants of this lease, or to exercise any option contained herein, shall not be construed as a waiver or the relinquishment of such covenant or option in the future, but the same shall continue and remain in full force and effect. The receipt by the Fair Association of rent with knowledge of any breach of any covenant herein shall not be deemed a waiver of such breach and no waiver by the Fair Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Fair Association;

22. **NO AGREEMENTS MADE OTHER THAN CONTAINED HEREIN:** No understanding or agreement exists except that which is specified in this lease and it cannot be cancelled except by mutual agreement in writing;

23. **EXHIBITOR TO PAY COST OF COLLECTION:** Exhibitor agrees to pay the Fair Association all expenses which it incurs in connection with the collection of any sum due hereunder, including a reasonable attorney's fee;

24. **RIGHT TO CLOSE FOR VIOLATION:** For the violation of the terms of this lease or the local, state or federal law, the Fair shall have the right to declare this contract VOID and close the exhibit without recourse;

25. **APPLICATION APPROVAL:** Exhibitor agrees that this application is subject to approval and acceptance by the Fair Association and the terms of which shall not constitute an agreement for the lease of exhibit space until approval and acceptance by the Fair Association

SUBJECT TO THE TERMS AND CONDITIONS LISTED AND MADE A PART OF THIS LEASE, THE UNDERSIGNED, AS LESSEE, HEREBY LEASES THE LOCATION(S) LISTED ABOVE FROM THE ALACHUA COUNTY FAIR ASSOCIATION, INC AS LESSOR, AND WILL PAY THE SUM AGREED TO AS RENTAL FOR SAID EXHIBIT SPACE:

Lessee: _____ Lessor: Alachua County Fair Association, Inc.

Print Name: _____ Print Name: _____

Date: _____ Date: _____

Official use only:

Number of booths: _____

- Profit & Not for Profit: \$200.00 each + \$50.00 damage/cleaning refundable deposit.
- Insurance \$80.00 (if exhibitor would like to be added to fair liability insurance)

Payment received for the amount of: \$ _____

Cash: _____ Money Order Number: _____

Check: Certified _____ Personal _____ Business _____ Check Number _____

Received by: _____