





# Stephenson County Fair Association

**All sums set forth are NON-Refundable for any reason.** The parties further agree that sums deposited pursuant to this paragraph shall constitute the fair measure of damages for a failure of Lessee to perform as required under this contract, that damages would otherwise be difficult or impossible to ascertain, and agrees that said sums shall constitute liquidated damages in the event of a breach of each party of this agreement by Lessee for failure to appear. Damages and remedies for any and all other breaches or violations concerning conduct of either party shall be governed by the other applicable terms governing such violations contained otherwise herein.

1. **Liability Insurance:** Lessee shall obtain and provide proof of appropriate public liability insurance acceptable to Lessor prior to July 1 of the applicable year. Lessor reserves the right to refuse any insurance policy, for any reason, in Lessor's sole discretion. A certificate of liability insurance naming the *Stephenson County Fair Association* as additional insured with a minimum limit of \$1 million, is required. If no satisfactory proof of insurance is provided prior to July 1, Lessor may at Lessor's sole option declare a natural default in this lease, terminate Lessee rights, and pursue any other remedies available pursuant to a default hereunder.
2. **Indemnity/Hold Harmless:** Lessee agrees to indemnify and hold harmless for any and all claims whatsoever arising out of Lessee's use of Lessor or the space leased hereby, including, but not limited to, claims asserted by third parties for costs of suit incurred by Lessor in defending any action subject to said indemnity. This indemnity shall further provide for repair of damage to property of Lessor or third parties occasioned by the acts of Lessee.
3. **Lessor Not Responsible for Loss:** Lessee undertakes this lease at Lessee's sole risk. Any claims for damage, theft or injury to property owned by Lessee, or agents, employees, principals or other parties related to Lessee, are hereby waived by Lessee, both directly and on behalf of its agents and employees.
4. **Compliance with Applicable Laws, Codes and Regulations:** Lessee shall at all times relevant hereto comply with any and all applicable Federal State and Local laws, rules, regulation and ordinances applicable to the conduct of Lessee's business conducted pursuant hereto. Said provisions shall specifically include, but are not limited to, applicable building and health codes, safety codes and laws or ordinance, criminal or otherwise, governing the conduct of individuals. In the event Lessee is given notice of any violation of any such provision, Lessee shall notify Lessor immediately of such notification.
5. **Non-Assign Ability:** This agreement is a contract for personal services, exclusive to Lessee, and shall in no event to be assignable, in whole or in part, to any person or entity other than Lessee. Any attempted transfer of rights in violation of this paragraph shall be void, and shall be ineffective to transfer any rights to any third party, regardless of whether said third party had any actual notice of this provision.
6. **Prohibited Uses:** Notwithstanding any other provision hereof, or any other discussions or representations actually or allegedly made by Lessor or its agents, the following uses are specifically prohibited upon the leased premises:
  - A. The conduct of any business which promotes lewd or obscene behavior.
  - B. The sale of any items of a distasteful, obscene or pornographic nature.
  - C. The sale of any dangerous items including, but not limited to, firearms, explosives, firecrackers, knives, compressed gas devices, spring guns, or any substance intended to be ignited, burned or otherwise producing excessive heat or smoke.
  - D. The sale of any agricultural items, including seeds and produce, other than those sold as food for consumption on the premises.
  - E. Permanent tattooing or body piercing services.
  - F. The conduct of games of chance.
7. **Lessor's Remedies on Breach:** In the event of a violation of any term hereof, or any of the Exhibitor Rules included herein, Lessor may, at any time, terminate Lessee's right hereunder, declare a forfeiture of any sums deposited hereunder, require that Lessee immediately vacate the premises, and pursue such other further relief as may be available under Illinois Law. Notwithstanding any other remedy pursued or otherwise available hereunder. Lessee's refusal to vacate the premises after notice of a violation shall constitute a continuing trespass and Lessee hereby consents to enforcement of this provision obey the Sheriff of Stephenson County.
8. **Jurisdiction and Venue:** Lessee hereby affirms that this agreement is to be deemed negotiated, executed and performed in the County of Stephenson, State of Illinois. Lessee hereby expressly consents to the jurisdiction of the Courts of the State of Illinois for adjudication of any dispute arising hereunder, and further stipulates that any such action shall be properly venued in the Circuit Court of the Fifteenth Judicial Circuit, Stephenson County, Freeport, Illinois.
9. **Integrated Agreement:** This agreement and the documents expressly include herein, constitute the sole and complete understanding of the parties. No other representation, promise or statement expressed or implied, written or oral, made prior to the date of execution hereof shall be effective to alter or influence the interpretation of any term hereof. Any modification to this Agreement shall be made in writing and signed by all parties hereto or shall be void and of no effect.
10. **Non-Discrimination:** Lessee shall in no event discriminate against, or refuse services to, any person by reason of said person's age, race, gender, religion, country of origin, veteran's status, handicap, disability, or sexual orientation.
11. **Cancellation of Event:** Lessor reserves the right to cancel the event, or any portion thereof, for any reason, at the sole discretion of Lessor. If the schedule event is cancelled for any reason, Lessor shall immediately notify Lessee of said cancellation.
12. **Default/Remedies:** Except as otherwise specifically set forth herein, each party shall have, in the event of a default in the terms of the Agreement by the other party, any and all remedies available under the Laws of the State of Illinois by reason of said breach. In the even litigation is necessary to enforce or construe any term or provision hereof, the party which substantially prevails shall be entitled to recover against the losing party its costs of such proceeding, including but not limited to, reasonable attorney's fees and cost of suit.

INITIALS: \_\_\_\_\_