

SARASOTA COUNTY AGRICULTURAL FAIR ASSOCIATION, INC.

3000 RINGLING BOULEVARD - SARASOTA, FL 34237

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EXHIBIT AND CONCESSION SPACE RENTAL AGREEMENT

THIS AGREEMENT, MADE THIS _____ DAY OF _____ BY AND BETWEEN THE SARASOTA COUNTY AGRICULTURAL FAIR ASSOCIATION, INC., HEREINAFTER REFERRED TO AS THE FAIR OR LESSOR, AND LESSEE: _____

WHEREAS, THE FAIR IS THE OWNER OF CERTAIN LANDS IN SARASOTA COUNTY FLORIDA KNOWN AS THE SARASOTA COUNTY FAIRGROUNDS. HERE-IN-AFTER REFERRED TO AS THE FAIRGROUNDS OR FAIR.

WHEREAS, THE FAIR INTENDS TO CONDUCT THE SARASOTA COUNTY FAIR. THE PARTIES HERETO ARE ENTERING INTO THIS AGREEMENT FOR THE RENTAL OF A CERTAIN PORTION OF SAID FAIRGROUNDS TO THE LESSEE. NOW, THEREFORE, IN CONSIDERATION OF THE RENTALS, HEREINAFTER RESERVED, AND OF THE COVENANTS, AGREEMENTS AND CONDITIONS ON THE PART OF THE LESSEE TO BE KEPT AND PERFORMED AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SUBJECT TO THE PROVISION AND CONDITIONS HEREAFTER SET FORTH, THE FAIR HEREBY LEASES SPACE TO THE LESSEE AS FOLLOWS:
2. LESSEE AGREES TO PAY CHARGES AS DESIGNATED IN COMMERCIAL EXPO BOOTH ASSIGNMENT FORM.
3. SPACE USE RESTRICTED TO THE FOLLOWING: SARASOTA COUNTY FAIR 2019 COMMERCIAL EXPO - ROBARTS ARENA.
4. NO CLAIMS FOR INJURY TO ANY PERSON OR DAMAGE TO OR LOSS OF ANY PROPERTY ON ACCOUNT OF FIRE, THEFT OR ANY OTHER CAUSES SHALL BE MADE AGAINST THE FAIR, ITS OFFICERS OR AGENT, BY OR IN BEHALF OF THE LESSEE ON ACCOUNT OF THIS AGREEMENT, OR ARISING OUT OF LESSEES GOODS OR PRODUCTS.
5. LESSEE AGREES TO INDEMNIFY THE FAIR AND HOLD IT HARMLESS OF AND FROM ANY AND ALL CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE AND ANY OTHER LOSSES, DAMAGES, CHARGES OR EXPENSES, INCLUDING ATTORNEY'S FEES THAT ARISE OUT OF, IN CONNECTION WITH OR BY REASON OF THE USE OF SPACE PROVIDED HEREIN BY LESSEE. LESSEE FURTHER AGREES TO UNDERTAKE, AT ITS OWN EXPENSE, THE DEFENSE OF ANY ACTION THAT MAY BE BROUGHT AGAINST THE FAIR CLAIMING DAMAGES THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR BY REASON OF THE USE OF THE SPACE PROVIDED HEREIN, BY LESSEE.

LESSEE FURTHER AGREES TO PAY THE LESSOR THE AMOUNT LISTED ABOVE TO COVER THE COST OF A LIABILITY INSURANCE POLICY NAMING THE SARASOTA COUNTY AGRICULTURAL FAIR ASSOCIATION, INC. AS INSURED WITH LIMITS OF NOT LESS THAN \$1,000,000.00 COMBINED SINGLE LIMIT, BODILY INJURY AND PROPERTY DAMAGE. PROVIDED, HOWEVER, THAT SHOULD THE LESSEE PROVIDE THE FAIR WITH EVIDENCE OF ANY INSURANCE POLICY SUBSTANTIALLY AS SET OUT HEREIN, NAMING THE SARASOTA COUNTY AGRICULTURAL FAIR ASSOCIATION, INC AS AN ADDITIONAL INSURED. PAYMENT FOR THE SUMS STATED HEREIN, SHALL NOT BE REQUIRED WITH THE SIGNED CONTRACT. THE CARRIERS OF THE INSURANCE REQUIRED ABOVE MUST HAVE AN A.M. BEST RATING OF AT LEAST A-, OR THE EQUIVALENT FOR INSURERS BASED OUTSIDE THE U.S. AND CANADA, AND THE POLICIES WILL NOT CONTAIN ANY NON-STANDARD EXCLUSION.

ALL COVERAGES SHALL BE WRITTEN ON AN OCCURRENCE RATHER THAN CLAIMS MADE BASIS. LESSEE SHALL OBTAIN AND KEEP POLICY IN FORCE UNTIL COMPLETION OF FAIR, INCLUDING SET UP AND TEAR DOWN.

6. IT IS AGREED THAT THE FAIR SHALL NOT BE LIABLE FOR CONDITIONS CAUSED BY WAR, INSURRECTIONS, RIOTS OR ACTS-OF-GOD.

7. THE LESSEE ACKNOWLEDGES THAT HE HAS READ THIS SPACE AGREEMENT AND IS FAMILIAR WITH THE PROVISIONS AND CONDITIONS THEREOF, INCLUDING PARAGRAPHS 8 THROUGH 25.

8. SUBLETTING - LESSEE AGREES NOT TO SUBLEASE ANY PART OF THE SPACE HEREIN LEASED OR TO EXHIBIT AND MERCHANDISE OR SERVICE OTHER THAN THAT SOLD BY LESSEE AND SPECIFIED IN RENTAL AGREEMENT.

9. INSTALLATION - ALL EXPENSES CONNECTED WITH INSTALLATION, OPERATION AND REMOVAL OF EXHIBIT OR CONCESSION SHALL BE BORNE BY LESSEE. EMPTY PACKING CASES AND PACKING MATERIALS MUST BE REMOVED BY LESSEE PROMPTLY UPON UNPACKING. EXCESSIVE PACKING MATERIAL WASTE WILL BE BILLED ACCORDINGLY.

10. UTILITY SERVICE - ELECTRICAL - EACH EXHIBIT SPACE IS ENTITLED TO (1) 110 VOLT - 20 AMP OUTLET PER SPACECHARGES APPLY. ANY ADDITIONAL AMPERAGE NEEDED MUST BE ARRANGED FOR THROUGH FAIR PERSONNEL AND WILL BE CHARGED ACCORDINGLY.

11. DECORATIONS - LESSEE SHALL NOT DEFACE THE PREMISES IN ANY MANNER. PAINTING, DRILLING WALLS, OR MAKING PERMANENT INSTALLATION IS PROHIBITED. SIGNS USED BY LESSEE MUST RELATE TO LESSEE'S NAME, PRODUCTS OR SERVICES NORMALLY OFFERED BY LESSEE, AND LESSEE SHALL NOT EMPLOY ANY SIGNS OR ENGAGE IN ANY ACTIVITIES OR DEMONSTRATIONS OUTSIDE HIS CONTRACTED EXHIBIT SPACE. ALL DECORATIONS AND MATERIALS MUST BE FLAMEPROOF AND SUBJECT TO APPROVAL AND TEST OF THE FIRE MARSHALL OF THE STATE OF FLORIDA OR HIS AGENT.

12. EXHIBIT BOOTHS SHALL BE NEAT AND CLEAN AND FIT WITHIN THE 10' X 10' DESIGNATED SPACE. ANY OBTRUSIVE OR SAFETY ISSUES WILL BE CORRECTED AT THE FAIR MANAGER'S DISCRETION. A FOR PROFIT, NON - PROFIT ORGANIZATION, OR PERSON(S) ACTING IN HIS OWN BEHALF SHALL BE PERMITTED TO OPERATE INSIDE THE FAIRGROUNDS. ALL SOLICITATION FOR CONTRIBUTIONS OR SALE MUST BE MADE WITHIN THE CONFINES OF THE PERSON'S OWN (OR HIS ORGANIZATION'S) BOOTH OR CONTRACTED SPACE. NO VENDOR OR SOLICITOR WILL BE PERMITTED TO ENGAGE IN DELIBERATE TOUCHING OF UNCONSENTING PERSONS. EXHIBITORS MAY ADVERTISE AND DISTRIBUTE APPROVED PRODUCTS OR LITERATURE FROM THEIR OWN EXHIBIT SPACE ONLY. ORAL AND VISUAL ADVERTISING, SOLICITATION AND DISTRIBUTED MATERIALS MUST BE IN GOOD TASTE, MUST BE NEUTRAL OR POSITIVE AND MAY NOT BE DEFAMATORY, DEROGATORY, PROMISCUOUS, PORNOGRAPHIC, OBSCENE, PROFANE OR VULGAR. EXHIBITORS MAY PROMOTE THEIR OWN PRODUCT OR ACTIVITY, BUT MAY NOT DISCREDIT OTHERS. HAWKING, DISTRIBUTING HAND BILLS OR OTHER MATTER, POSTING OR TACKING OF ADVERTISING BILLS, CARDS, ETC., IS STRICTLY PROHIBITED ANYWHERE ON THE FAIRGROUNDS COMPLEX OTHER THAN WITHIN THE CONFINES OF THE EXHIBITOR'S OWN SPACE. ALCOHOL OR DRUGS ARE NOT TO BE CONSUMED WITHIN ANY EXHIBIT SPACE OR ANY PORTION OF THE FAIRGROUNDS. PERSONS APPEARING TO BE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS WILL BE REQUESTED TO LEAVE THE GROUNDS AND WILL HAVE THEIR EXHIBITS DISQUALIFIED FROM THIS AND ALL FUTURE FAIRS.

13. EQUIPMENT - MACHINERY IN MOTION MUST BE LOCATED SAFELY INSIDE LESSEE'S SPACE WITH ADEQUATE SAFEGUARDS. LESSEE WITH MACHINERY EXHIBITS SHALL BE FULLY RESPONSIBLE FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY OF OTHERS. CYLINDERS CONTAINING OR USED FOR COMMERCIAL GAS ARE PROHIBITED FROM OPERATION INSIDE ANY EXHIBIT BUILDING.

14. CHARACTER - THE FAIR RESERVES THE RIGHT TO REMOVE FROM THE FAIRGROUNDS ANY EXHIBIT, SHOW, PERSON OR CONCESSION OR ANY PART THEREOF, WHICH THE FAIR DEEMS OBJECTIONABLE, AND NO REFUND OF MONEY PAID FOR SPACE OR PRIVILEGE WILL BE MADE. IT BEING AGREED, THAT IF SUCH ACTION IS TAKEN, LESSEE WAIVES ALL CLAIMS WHATEVER NATURE AGAINST THE FAIR, ITS OFFICERS, EMPLOYEES AND AGENTS.

15. MAINTENANCE - EXHIBITORS AND CONCESSIONAIRES ARE REQUIRED TO KEEP THEIR SPACE IN A NEAT, CLEAN AND ORDERLY MANNER. CONCESSIONAIRES ARE EXPECTED TO POLICE UNDER AND WITHIN A (10) FOOT RADIUS OF THEIR EXHIBITS AND TO KEEP THEM CLEAN AT ALL TIMES. EXHIBITORS AND CONCESSIONAIRES MAY PLACE TRASH IN DESIGNATED RECEPTACLES. FAIR PERSONNEL WILL HAVE ALL WALKWAYS AND AISLES CLEANED EACH DAY BEFORE THE OPENING OF THE FAIR AND ATTEMPT TO MAINTAIN CLEAN AISLE WAYS DURING OPEN HOURS OF THE FAIR. FAIR PERSONNEL WILL NOT ENTER EXHIBIT SPACE FOR THE PURPOSE OF CLEANING.

16. **DRAWING - REGISTRATION FOR DRAWINGS ARE PERMISSIBLE PROVIDED THAT THEY ARE PROPERLY CONDUCTED AND IN NO WAY TO BE CONSTRUED AS A LOTTERY. IF LESSEE PLANS TO CONDUCT A DRAWING FOR MERCHANDISE OR SERVICE WITH CONJUNCTION WITH THE EXHIBIT, HE MUST FILL OUT A QUESTIONNAIRE FURNISHED BY THE FAIR PRIOR TO THE OPENING OF THE FAIR AND AGREES TO REPORT THE WINNERS OF ANY DRAWING IMMEDIATELY TO THE FAIR.**
17. **LOUDSPEAKERS - NO VOICE OR SOUND AMPLIFICATION SHALL BE USED WITHOUT PERMISSION OF FAIR MANAGEMENT.**
18. **CONCESSION PRICES - FOOD CONCESSIONAIRES WILL NOT CHARGE PRICES DEEMED BY THE MANAGEMENT OF THE FAIR TO BE EXCESSIVE, PRIOR TO OPENING A STAND. ALL PRICES MUST BE POSTED SO THAT THEY CAN BE EASILY SEEN BY THE CUSTOMER.**
19. **VENDOR EXHIBITOR TICKETS – VENDOR EXHIBITORS AND CONCESSIONAIRES WILL BE FURNISHED UP TO FOUR (4) EXHIBITOR PASSES. MANAGEMENT WILL NEED TO APPROVE ADDITIONAL PASSES IF NECESSARY FOR STAFFING OF BOOTH. THESE PASSES MUST BE PRESENTED TO FAIR MANAGEMENT/STAFF AT THE BEGINNING OF EACH DAY OR BEGINNING OF EACH SHIFT AT THE FAIR VENDOR ENTERANCE (EAST DOOR OF ARENA) TO ASSURE VENDORS PROTECTION OF THEIR PORPERTY IN THE BOOTHS.**
20. **PARKING - THIS CONTRACT DOES NOT INCLUDE PARKING PRIVILEGES ON THE FAIRGROUNDS FOR HOUSE TRAILERS, MOTOR HOMES, CAMPING VEHICLES OR STOCK TRUCKS. PARKING CAN BE ARRANGED FOR THESE VEHICLES AND CHARGE IS MADE ACCORDING TO HOOK-UP.**
21. **DELIVERY HOURS - ALL VEHICLES MUST BE REMOVED FROM MIDWAY AREA ONE (1) HOUR PRIOR TO OPENING EACH OPERATING FAIR DAY.**
22. **DOGS OR PETS - NO DOGS ARE PERMITTED ON THE FAIRGROUNDS WHETHER ON LEASH OR NOT. THE ONLY EXCEPTION WILL BE POLICE DOGS ON DUTY, "SERVICE DOGS" LEAD DOGS AND TRAINED DOGS IN SCHEDULED ACTS.**
23. **REGULATIONS - LESSEE SHALL COMPLY WITH ALL LAWS OF THE UNITED STATES AND THE STATE OF FLORIDA, ALL ORDINANCES OR THE COUNTY OF SARASOTA AND ALL RULES, REGULATIONS AND REQUIREMENTS OF THE FAIR, POLICE DEPARTMENT, COUNTY, MUNICIPAL OR STATE AUTHORITIES, AND WILL OBTAIN ALL NECESSARY PERMITS AND LICENSES.**
24. **REMOVAL OF EXHIBITS & CONCESSIONS - BUILDING EXHIBITORS MAY REMOVE THEIR EXHIBITS FROM 10:00 P.M. TO 1:00 A.M. ON THE DAY THE FAIR CLOSES AND FROM 10:00 A.M. TO 5:00 P.M. ON THE FIRST DAY AFTER THE FAIR CLOSES. OUTSIDE CONCESSIONAIRES SHOULD CHECK WITH FAIR FOR DISMANTLING TIMES. ALL EXHIBIT MATERIALS AND EQUIPMENT OWNED BY THE LESSEE SHALL BE REMOVED FROM THE FAIRGROUNDS NO LATER THAN TWO DAYS FOLLOWING THE CLOSE OF THE FAIR AND IF NOT SO REMOVED, SHALL BE CONSIDERED ABANDONED AND BECOME THE PROPERTY OF THE FAIR. THE FAIR WILL IN NO WAY BE RESPONSIBLE FOR ANY PROPERTY OWNED BY THE LESSEE WHILE IT REMAINS ON THE FAIRGROUNDS.**
25. **THIS LEASE IS VALID FOR THE DATES SET FOURTH. THE SARASOTA COUNTY AGRICULTURAL FAIR ASSOCIATION, INC. WILL NOT GUARANTEE ANY LESSEE A SPACE IN SUBSEQUENT FAIRS OR A SPECIFIC LOCATION.**

SARASOTA COUNTY AGRICULTURAL FAIR ASSOCIATION, INC. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

DATE	RORY S. MARTIN, AUTHORIZED OFFICER OR AGENT	
DATE	BUSINESS (LESSEE)	SIGNATURE OF OWNER OR AGENT PRINT NAME: _____