

2010 TANANA VALLEY STATE FAIR LEASE AGREEMENT APPLICATION

FAIR ID # _____
BUSINESS NAME _____

GAMING PERMIT # (Game Booths or Raffle for Money)

NONPROFIT TAX ID # (Nonprofit Booths only)

FIRST NAME _____ LAST NAME _____
CONTRACT DATE _____

MAILING ADDRESS _____

CITY, ST, ZIP _____

DAY PHONE _____
OTHER PHONE _____
FAX _____

E-MAIL ADDRESS _____

TYPE BOOTH _____ FROM 8/6/10 TO 08/14/10

LOCATION _____
SPACE NUMBER(S) _____

SPACE FEE \$ _____ ELECT. \$ _____ DIFF. \$ _____
LEASE TOTAL \$ _____

This Lease is made between the Tanana Valley State Fair Association, Inc., Lessor hereinafter referred to as the FAIR, and the above named Lessee. Lessee is the person to whom the FAIR may look for all commitments of any kind. This Lease Agreement is not binding upon the FAIR until it has been signed by the Fair Executive Director.

Lessee, in entering into this Lease Agreement, expressly acknowledged that he/she has received, read and fully understands the rules and regulations controlling the use of the lease space, as set forth in the booklet, *Lessee Rules and Regulations*, which is made part of this Lease Agreement. It is understood that the Lessee, Lessee's employees, volunteers, agents, or representatives are responsible for the actions or inactions of all persons participating in the use or operation of the leased space and Lessee shall assume full responsibility for them.

The FAIR has been induced to lease and assign space to the Lessee based on the representations and commitments of the Lessee. The assigned space is for the sole, exclusive, and personal use of the individual Lessee and no other. No other person, firm, corporation, organization, or entity shall be permitted to use the space, unless prior approval is granted by the FAIR. If the Lessee is doing business under a fictitious name or as a partnership or corporation, then such Lessee shall designate one individual to be personally responsible for full and faithful compliance with all terms and conditions of the Lease. Only an approved Lessee shall enjoy the privileges of the Lease.

This Lease Agreement shall be deemed immediately breached should Lessee attempt to sublease or assign, in partial or total, its interest in this space or Lease Agreement or permit the use of the space by any person, firm or organization who has not received prior approval from the FAIR. Upon such breach the FAIR shall have the right to exercise any or all remedies provided in *Lessee Rules and Regulations*.

Lessee agrees to indemnify and save harmless the FAIR from any and all liability and claims of whatsoever nature or kind arising out of, or in any manner connected with Lessee's use or occupancy of leased space of the Fairgrounds generally. The FAIR assumes no responsibility or liability to or for Lessee, his/her employees, volunteers or their customers for property damage or loss, personal injury, or otherwise from any cause whatsoever.

Payment schedules may be found in *Lessee Rules and Regulations*.

Cancellation information may be found in *Lessee Rules and Regulations*.

Ticket information may be found in *Lessee Rules and Regulations*.

Lessee shall permit the FAIR or its agents and employees to enter upon the leased space at all times for the purpose of inspection.

On or before, **Friday, August 20 2010**, Lessee must submit to the FAIR reliable evidence of gross sales received at the Fair resulting from Lessee use of the leased space. Such gross sales data must be separately tabulated for each Lease Agreement and each day of operation.

The Lessee shall at the termination of the Lease, remove all structures, supplies, material, refuse, and other materials from the rented exhibition space and shall leave the premises in a condition reasonably similar to the condition in which such premises were leased from the Association. All structures, supplies and materials not removed from the Fairgrounds by the outside removal date as listed in the *Lessee Rules and Regulations*, and the termination of this Lease, shall become the property of the FAIR.

List the nature of your business (include **all** items or products sold, services rendered or available.) If necessary use a separate piece of paper and/or send pictures. Once a Lease Agreement is issued, you may not display or sell any items not on this list without prior written approval of the FAIR.

Most spaces provide one (1) 120 volt electric receptacle. List **all** electrical devices and wattage demand of each. If none, state NONE. Listing these does not guarantee availability of power.

Will you need more than one 120 electric receptacle? _____

If so, how many do you need? _____

In the event of any breach of the terms of this Lease Agreement OR of *Lessee Rules and Regulations* identified above, and upon notice of breach of this Lease, Lessee shall immediately vacate the leased space. Should the Lessee not vacate the space as required, the FAIR without first obtaining court process, shall have the immediate right, without waiving any other rights or claims, to enter the leased space, remove all persons and all property of the Lessee, clean and otherwise repair the premises and prohibit the Lessee from re-entering the Fair. Any costs of such action by the FAIR including actual court costs and attorney fees shall be paid by the Lessee. Upon such breach, the Lessee forfeits any and all fees paid to the FAIR as liquidated damages for those costs and damages not specifically identified above. FAIR's waiver of any breach of

this Lease Agreement shall not constitute a continuing waiver or any subsequent breach(es).

If weekly "Craft" Lease, Lessee agrees that all items contained in the leased space are hand crafted by the individuals selling the crafts.

By signing this Lease Application/Agreement, I indicate that I have read and understand the booklet entitled *Lessee Rules and Regulations*.

Lessee Signature

Date

Executive Director, Tanana Valley State Fair Association

Date

List Fairtime on-grounds personnel contact here if different from above. Include local phone number.

TANANA VALLEY STATE FAIR ASSOCIATION
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