

**Bonner County Fair Food Booth
Lease Agreement**

1/2016

This agreement is made between Bonner County Fair Association, known as Lessor, and _____ hereby referred to as Lessee, to formalize the understandings and obligations between parties.

The Lessee agrees to rent a food booth located in the food booth facility at Bonner County Fairgrounds. The food booth being rented is the _____ unit from the East End of the existing food booth building. The lease period is from August 1st to August 31st each year.

Rent is \$700 per booth during the month of August, no percentage will be added for non-profit organizations, and a 10% of sales will be added to Independent Concessions. This rental allows the Lessee to operate the food booth during the Bonner County Fair. The fee includes utilities and trash. Please submit the signed lease and rental fee to the Fair Manager by January 20th. There will be a \$50 late fee if the money is not received by due date. Any other event should be subleased and booked through the Fair Manager.

Lessee may be required to pay a fee and/or percentage to promoter of interim event. The Fairboard reserves the right to sublease the booth at any time. If Lessee uses booth, lessee must notify fair staff prior to meeting/event and pay the fee of \$50 per day.

It is agreed that the building and all permanent structures inside, is owned and insured by Bonner County. Lessee owns all personal property inside the walls of the unit. Remodeling, cutting holes in walls or roofs, or additions must be approved by the Bonner County Fairboard before being undertaken. Lessee is responsible for having liability insurance coverage for their organization. **In addition, Lessee must provide a certificate of insurance to Bonner County Fairgrounds wherein Bonner County and Bonner County Fairboard are named as additional insured on a broad form comprehensive liability endorsement of commercial general liability in the amount of at least \$500,000. Certificate of insurance is required and must be provided at time of renewal of the lease.**

Lessor will winterize all food booth space including draining of hot water tanks and placing antifreeze in drains. Lessee must take care of refrigeration units and make sure they are emptied and turned off.

All exhaust vents **must be cleaned before and after the Fair and meet with safety and fire codes**, and after any additional use periods, to prevent fire hazard. Please contact Fair Manager to examine vents after cleaning occurs. Fair Manager will walk through each booth with tenant prior to fair. Please show receipts from cleaning or have Fair Manager approval.

Lessee is responsible for purchasing, maintaining and updating fire extinguishers in their booth.

Lessee will not allow parking behind the buildings within 20 feet, to allow fire vehicles to have access during an emergency. Nothing is to be left outside on the north side of the building. Articles left outside for a week after use will be hauled away at Lessee's expense. No driving on grass or parking in front of food booths. **Note:** There is no reserve parking spaces provided for Food Booths. You will receive six (6) parking permits. A roster must be submitted with names of volunteers.

The Department of Labor inspects the food kitchens periodically. Lessee agrees to make what repairs may be called for during the course of such inspection, and agrees to complete repairs before the kitchen is used again. Lessee agrees to notify the Fairgrounds Manager as soon as repairs are completed. If repairs are not completed, lessee is in violation of the lease agreement. Lessee is required to adhere to all Panhandle District Health rules.

The food kitchens are subject to inspections by Panhandle Health to be approved for food preparation and serving. Any repairs or recommendations by Panhandle Health must be completed before operations begin. Resulting permits for operations must be conspicuously posted in the food booth. Resale permits must be posted, and Lessee agrees to pay all sales taxes promptly to the State of Idaho. Pick up sale tax forms prior to the fair at the Fair Office and return them on the last day of the Fair. Lessee is responsible for filing Idaho Sales Tax Declaration Form ST-124.

The Fairgrounds provide picnic tables outside the food booths, but it is the responsibility of the food booth lessees to keep tables clean during events where Lessee is serving food and the tables are in use.

During the fair, garbage removal is provided. At any other time, during the year, Lessee must make arrangements to haul away their garbage. The fairgrounds do not provide garbage removal.

Food booths will attend an annual mandatory meeting the 1st Wednesday, May 4th at 5:00 p.m. to go over menus and any food service health issues, which may need to be covered. If Lessees do not attend the meeting, Lessee gives up all rights to the food booth. Coordinating menus for meals insures more variety and less competition for the same food items, menus must include a full meal. Lessee may not add or subtract from their menu. Approved menu must be adhered to and you may not change prices after meeting and prices are set. Lessee further agrees to be open the hours of the Fair. Additional hours during Fair week are at Lessee's discretion.

- a) All political party literature and campaigning must be limited to Political Party Booths during Fair. Raffles are not considered appropriate outside of booths.
- b) Fair Manager must have keys for access to all food booths. You may not copy keys.
- c) *Fair Food Vouchers must be presented to the Fair Manager by 3:00 p.m. on Sunday, August 14th 2016 to be reimbursed for meals.
- d) * Please remove all oil and grease from booths by October 15, 2016.
- e) *Each booth will receive six Parking Passes for Fair.

Cancellation of the Lease must be in writing and must include a list of equipment. This will be offered for sale to the next Lessee. Notice of Cancellation must be sent to the next Lessee. Notice of cancellation must be sent at least 90 days prior to the Fair and sooner if possible. Failure to return the Lease Agreement by the January 20th deadline will be considered cancellation of the lease. After ten (10) days all items, equipment, etc, become property of the Bonner County Fairgrounds. Food booth must be cleaned after the Fair. If lessee leaves food booth dirty, this is a health issue and Lessee will forfeit all rights to Lessee's food booth. Any booth equipment operating and using electricity for use other than fair will be charged. **There will be a charge for use of booth and all utilities. Need to have all refrigerators and Freezers empty by September 1st, no exceptions!

The Lessee will not store personal or club items in food booths. Failure to open food booth at the Fair will result in termination of the contract. The Fairboard reserves the right to cancel this contract at anytime if Lessee does not comply with the rules and Lease Agreement. Tenants are responsible for the maintenance of their space, including renovations to meet specifications of the safety inspections.

Tenants have read and review Food Facilities Rules/Insurance Policy. *Please Initial:*

The Fairboard must clear any major renovations of the facilities. These include cutting holes in the walls and ceilings.

Our organization agrees to the terms of this Lease Agreement.

By: _____
Signature Title Phone

Organization Name: _____ Phone: _____ Email: _____

Mailing Address: _____

Accepted: _____
Fair Manager Date

Amount Paid for Rent: _____	Date Paid: _____	Check #: _____	Rec'd by: _____
Amount Paid Food Voucher: _____	Date Paid: _____	Check #: _____	Rec'd by: _____