X Booth Fee
Ins (licensed)
X Parking Pass

PACIFIC COUNTY FAIR
CONCESSION SPACE USE AGREEMENT 2016

THIS AGREEMENT is made and entered into this _ day of _____, 2016, by and between the **PACIFIC COUNTY FAIR**, hereinafter referred to as the "FAIR" and

Name of Business	Elixir Coffee Tea and Flowers
Address and Phone Number	PO Box 657
	South Bend, WA 98586
	360-773-5763
Tax ID No.	603-348-012
Representatives Name & Email	Nancy Nisbet
	elixironthewillapabay@gmail.com
Hereinafter referred to as the "LESSEE"	

The FAIR, in consideration of the sum of **$150 plus 10% of total sales after sales tax** and other considerations hereinafter set forth and in accordance with Resolution No. 2015-019, leases to the LESSEE the following described space:

SPACE NO.: G-3 (Gauerke Building)

DESCRIPTION OF PRODUCT: Coffee, Tea and Flowers

During the period of: **August 24-27, 2016**.

User is limited to conducting and operating such a business and selling such articles as set forth below:

THE FAIR SHALL

1. Permit the LESSEE to occupy the above-referenced space two days preceding the start of the Fair to prepare space, buildings or erect temporary building which LESSEE may use during the Fair. All permanent structures will become property of the FAIR. LESSEE shall have the right to occupancy of the leased space for the period above noted as long as the rules of the FAIR are abided by. LESSEE shall remain open until closing of the Fair and all temporary decorations must remain in place until exit times of 9:00 AM to 2:00 PM Sunday, August 28, 2016.

2. Permit LESSEE to display, demonstrate, sell or operate their products within the limits of their space only.

3. Assure access to the premises at all times during the Fair hours.

4. Assign space(s) to LESSEE as the FAIR deems appropriate with consideration given to specific requests made by the LESSEE.

5. Use reasonable safeguards against fire, theft, water or storm damage or any liability for accidents to persons or property caused under or by virtue of the operations of LESSEE under this contract.

6. Have a lien upon all property of LESSEE'S that is stored, used or located upon the leased space, or elsewhere upon the Fairgrounds, for any unpaid rentals or all damages sustained by the breach of this contract or otherwise caused by the LESSEE. The FAIR shall have the right to retain such property or any part of it without process of law, and may appropriate any such as its own to satisfy any such claim.

THE LESSEE SHALL

1. Pay 100% of the total rental fee upon signing of the contract. Checks must be payable to the PACIFIC COUNTY FAIR. The **10% of total sales after sales tax, must be paid upon completion of the Fair.**

2. Have its goods in place within its leased space. Property attendants must be present at the LESSEE'S leased space before the Fair begins each day. LESSEE must open when Fair gates open.

3. Purchase a four (4) day pass from the Fair Office, at the cost of $8.00 each, before the opening day of the Fair.

4. Not use or have on the Fairgrounds any sound amplifying device without approval of the FAIR.

5. Agree to decorate leased space, furnish booth signs and to provide all extra carpenter work and material used. LESSEE shall only use clean canvas flameproof paper, plastics or other decorating material. LESSEE must keep leased spaces neat and orderly at all times. LESSEE and its help must be neat and tidy in their dress and fully clothed, including shoes.

6. Before the opening day of the Fair, LESSEE may purchase a Parking Pass (which will allow parking on the Fairgrounds) at the cost of $20 per pass.

7. Not sublet or assign any privilege or space without written consent of the FAIR.

8. Remove all temporary structures from leased space by 2 PM Sunday, August 28, 2016, or secure written permission to further hold leased space and later remove said property or said property shall be forfeited to the FAIR at its option.

9. Keep all activities and advertising matters within the space leased. LESSEE shall place no advertising on the outside of permanent buildings.

10. Post in a conspicuous place a placard, plainly printed, showing menus and prices of all foods sold. This provision applies to LESSEE'S operating restaurants and/or moving exhibits.

11. Not sell food or goods for less than the average price charged by all concessionaires at the Fair. Lessee shall ensure that all drinks that are to be taken from leased space are served in paper containers. LESSEE may not sell cotton candy, caramel apples or corn dogs.

12. Lessee agrees not to have anyone required to register under RCW 9A.44.130 working at their space.

13. **User shall not store perishable food items at the Fairgrounds prior to the Fair.**

14. LESSEE will obtain a **Temporary Food Service License** from the Pacific County Department of Community Development. This is the responsibility of the LESSEE. Failure to have said license will result in a late fee to be charged by said department and possible shut down of booth, should LESSEE fail to obtain said License. Attached to this Agreement is the Temporary Food Service License Application. All inquiries regarding fees and requirements should be directed to Department of Community Development at 360-875-9356 or (360) 642-9356. Office Hours are Monday through Thursday 7:30 AM to 12:30 PM and closed Fridays.

    LESSEE shall also ensure that one person with a valid food worker's card is present in the food booth ***at all times*** for the duration of the Fair. Food handler card(s) must be available for the Pacific County Department of Community Development's Food Inspector to check during a food inspection. (Chapter 246-217 WAC). Inquiries for obtaining a food handler's card can be made to the Department of Community Development at 360-875-9356 or 360-642-9356 or via their webpage at http://www.co.pacific.wa.us/dcd/index.htm.

    The Food Inspector will be visiting the Fairgrounds throughout the week of Fair. All rules and guidelines of this department will be strictly adhered to and the Inspector's decision is final and will be upheld by Fair Staff.

15. Not extort the patrons of the Fair or the Fair itself.

16. Abide by all terms of this contract and rules of the FAIR as stated in writing by the FAIR. If the LESSEE fails to comply with this provision, the FAIR may terminate this contract without reimbursement and LESSEE shall pay the Fair TEN (10%) PERCENT of total sales after tax, up to time of contract termination.

17. Perform no electrical wiring on the Fairgrounds without the permission of the FAIR. Electrical work permitted by the FAIR must be done under the supervision of an electrician appointed by the FAIR.

18. Sell no tickets received or bought from the FAIR. LESSEE shall ensure that its employees and friends do not sell such tickets.

19. In accepting this Agreement, the LESSEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the LESSEE or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the LESSEE, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

    The LESSEE shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of $1,000,000 or greater per occurrence and $2,000,000 aggregate for the term of this CONTRACT. The LESSEE must name the COUNTY as an additional insured. The LESSEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that LESSEE's liability insurance policy shall so state. The LESSEE shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

THE FAIR AND LESSEE AGREE THAT:

20. If FAIR is prevented from operating the fair by an act of God, riot, strike, fire, war, blackout, or if by order or command of any of the military forces of the United States or Washington State, the regular ordinary course of business of LESSEE or FAIR is curtailed, suspended, interrupted or interfered with and said PARTY thereby prevented from carrying on its usual course of business in whole or in part, then this Agreement or Contract at the option of either, shall become null and void and each PARTY released therefrom.

21. If any paragraph or sentence of this contract and agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

PACIFIC COUNTY
BOARD OF COMMISSIONERS

_____
Frank Wolfe, Chair

_____
Lisa Ayers, Commissioner

_____
Steve Rogers, Commissioner

ATTEST:

_____
Marie Guernsey, Clerk of the Board

22. Parties agree that this Agreement shall be interpreted according to Washington State Law and the venue of any action shall be in the Superior Court for Pacific County, Washington. The prevailing party in any legal action shall be reimbursed for attorney fees and court costs by the other party.

LESSEE

Concessionaire/Vendor

PACIFIC COUNTY

By: Dotsi Graves, Fair Manager

CONTRACTS MUST BE SIGNED AND RETURNED WITH PAYMENT AS SOON AS POSSIBLE. HOWEVER, IT MUST BE NO LATER THAN JUNE 30, 2014 IN ORDER TO CONFIRM AND HOLD THE DESIRED SPACE.

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	14588
Fair Entrance Button ($8 per button)	
Parking Pass ($20 for duration of Fair)	✓ 20.00
Booth Rental	✓
RV Camping Pass ($100 for duration of Fair)	
Deposit	✓
Insurance Certificate Received	email to Dotsi
Total Paid	$170.00
Booth Number	1

Please make checks payable to: THE PACIFIC COUNTY FAIR

Mail Contract and payments to:

Pacific County Fair
PO Box 142
Menlo, WA 98561
Phone: 360-942-3713 or 360-875-9300 ext 2288
Fax: 360-942-3577
Email: pcfair@willapabay.org
Website: www.co.pacific.wa.us/pcfair/index.htm