

Greater Gulf State Fair, Inc.

"The Community Showcase of the Gulf Coast"

Mail: P.O. Box 8307 Physical: 1035 N. Cody Road

Mobile, AL 36689 Mobile, AL 36608

Telephone: 251-344-4573 Fax: 251-344-0056

www.mobilefair.com e-mail: fair@mobilefair.com

Base rent (Frontage x \$75): _____

(10' increments only- 20' minimum)

Stock Truck: _____

Electrical (see schedule below): _____

Total due: _____

Deposit: _____

Balance due: _____

OUTSIDE FOOD CONCESSION CONTRACT

October 17-26, 2008

Concessionaire: _____ Telephone: _____ Fax: _____

Contact Name: _____ Cellular: _____

Address: _____ E-mail: _____

City: _____ State: _____ Zip: _____ Frontage: _____ Space Assignment: _____

(Include trailer length, tongue and awnings)

Whereas, Lessor, Greater Gulf State Fair, Inc., an Alabama non-profit corporation, herein referred to as the "Fair" operates the Greater Gulf State Fair on its fairgrounds located at the intersection of Zeigler Boulevard and Cody Road, Mobile County, Alabama and whereas the Lessee, the above named concessionaire, hereinafter referred to as the "Concessionaire" desires to rent space on the fairgrounds, for the 10 days of the Fair only, upon which to operate a concession, the Fair and Concessionaire in consideration of the mutual undertakings contained herein and intending to be legally bound, do hereby agree as follows:

All items to be sold must be listed and only listed items on food license may be sold (License must be clearly posted as directed by Fair):

- RENT:** Minimum rent shall be determined by multiplying the front footage used (in increments of ten feet only with a twenty foot minimum) x \$75.00. This amount shall be prepaid. The Concessionaire shall calculate daily 15% of gross sales. When this amount exceeds the minimum rent, Concessionaire shall pay the difference to the Fair. This calculation shall be reported to the Fair office on a form supplied by the Fair.
- DEPOSIT:** A 50% deposit of the total due is required upon the execution of this contract, with the balance of the rental due in the Fair's office no later than **September 15th**. In the event full payment is not received **September 15th**, the Fair shall have the right to cancel this contract without notice and resell the space and Exhibitor shall forfeit deposit paid. **LATE BOOKING: No checks accepted after October 1st, cash, money order or certified checks only.**
- ELECTRICAL SERVICE:** Electrical service shall be available at the following rates: 20 amps - \$75.00, 30 amps - \$150.00, 50 amps - \$200.00, 80 amps - \$250.00, 100 amps - \$300.00. Concessionaire is responsible for supplying adequate cords and is responsible for and will be held liable for overload, misuse or damage which results from inadequate power supply and/or power cords.
- WATER SUPPLY:** Fair shall furnish a water connection near each concession site. Concessionaire is responsible for furnishing necessary hoses for running water to site. Conservation of water is to be practiced at all times. Disregard for conservation may result in loss of water service. Leaking hoses or hose connections will not be tolerated and water supply will be turned off until leaks are fixed by the Concessionaire.
- INSURANCE:** Concessionaire shall furnish proof of liability insurance with at least a one million dollar (\$1,000,000.00) limit upon submission of this contract. The policy must name the Greater Gulf State Fair, Inc. & Mobile Jaycees, Inc. as additional insured. Insurance coverage to begin at the time the Concessionaire arrives on the Fairgrounds and continues until the Concessionaire leaves the grounds after the fair. This insurance shall be primary and non-contributory. If Concessionaire does not furnish proof of insurance, Concessionaire hereby agrees that Fair may provide insurance and charge Concessionaire the cost of such coverage.
- LICENSES/PERMITS:** Concessionaire agrees to procure at its expense all necessary state, county and municipal licenses/permits which are required for its possession or use of the space. All food operations will fall under the jurisdiction of the Mobile County Health Department. An inspection will be held and a permit issued by that office. Further inspections for quality of food operations may be made by that office. The responsibility for proper food service is that of the Concessionaire. No refunds will be made to any Concessionaire who fails to acquire the necessary licenses and permits or is shut down by the MCHD, regardless of circumstances.
- INSPECTION / Audit:** The Fair reserves the right to inspect any concession at any time, without notice and without seeking consent, for quality of the operation and for determining compliance with the provisions of this lease. All books, records, documents and accounting procedures and practices of the Licensee relevant to this agreement shall be subject to examination by the Greater Gulf State Fair.
- SUBLETTING:** Concessionaire agrees that it will not sublease or assign the above specified space. It is further agreed that two or more firms may not occupy or use the same space. The use of the leased space for anything other than a food concession is strictly prohibited.
- TRASH/LITTER:** Fair will provide dumpsters and grease pots on the grounds. Concessionaire will be required to place all trash and grease in these facilities. Boxes must be broken down before being placed in the dumpster. **DUMPSTERS ARE FOR CONCESSIONAIRES – BARRELS ARE FOR THE USE OF THE PUBLIC.** Concessionaire must maintain its site including but not limited to picking up the trash and sweeping the walkways in front of its site. Failure to comply with these requirements will result in closing of the Concessionaire's concession until such time as compliance is met. For the purpose of this provision, Concessionaire agrees to maintain the cleanliness of its area beginning 30 minutes before scheduled opening time until 30 minutes after closing. Concessionaires violating this policy shall be subject to a fine as determined by Fair management for each incident.
- OPERATIONAL HOURS:** Concessionaire shall be required to be in full operation during all hours that the fair is open to the public, without regard to weather. Operational hours of the fair will be set by Fair management and are subject to change at the discretion of Fair management without prior notice.
- ROVING SALES:** Roving sales are prohibited. It is specifically agreed and understood that this lease is for the space specified herein and that the aisles, walkways, common areas, or other parts of the fairgrounds are not considered a part of this contract.

12. **SET-UP:** Concessionaire shall be allowed to set up its assigned space no sooner than 12:00 noon on Tuesday prior to the opening of the fair but it must be set up and operational no later than 12:00 noon on the opening day of the fair. Failure of Concessionaire to be set up by 12:00 noon or to not use the leased space will result in a breach of this contract and the Fair may resell the space and the Concessionaire will forfeit all money paid which shall be considered liquidated damages.
13. **MOVE-OUT:** Concessionaire may not tear down or remove any portion of the leased area before the official fair closing time on the last Sunday of the fair, but everything must be removed from the fairgrounds by 5:00 p.m. on Monday, the day after the fair closes. Any items left on the fairgrounds after 5:00 p.m. on that day will be considered abandoned and will be disposed of by Fair and if applicable, the expense billed to Concessionaire.
14. **EXCLUSIVES:** The Fair maintains the right to grant exclusive agreements to concessionaires. Such an agreement must be set out in an addendum to this lease. The Fair reserves the right to stop sales by Concessionaires of any product that violates such an exclusive agreement.
15. **PROHIBITED ITEMS:** Fair management has the right, at its sole discretion, to require Concessionaire to remove any item, article, concession, or any part thereof, including banners, signs, gongs, bells, balloons or other materials which it deems unsafe, unsuitable, objectionable, unattractive, distracting, obnoxious or otherwise in violation of this agreement at Concessionaire's expense. Prohibited items include, but are not limited to nails, staples, tacks or pins on any Fair property surface, paper stickers, helium balloons inside fairgrounds buildings, laser pointers/pens, fireworks of any nature, knives, weapons, mace, pepper spray, chewing or bubble gum or any other item which in the sole judgment of the Fair may be a public danger or create a public hazard or would be detrimental to the premises.
16. **EXCLUSIVE SUPPLIERS:** Fair maintains the right to enter into exclusive agreements with suppliers and Concessionaire agrees to sell only the supplies offered. The Fair currently has an exclusive agreement with TBA for carbonated soft drinks on the grounds.
17. **VEHICLES:** Deliveries onto the grounds will be allowed only by properly permitted vehicles. No vehicles will be allowed onto the fairgrounds later than one hour prior to opening on any operational day of the fair. In addition, all vehicles must be removed to the parking lots at least one hour prior to opening. Any vehicle in violation of this provision will be towed away and stored at the expense of the Concessionaire. No vehicle will be allowed back onto grounds until one hour after closing.
18. **PASSES:** Passes will be provided to Concessionaire according to the pass policy of the Fair in effect at the time of the fair.
19. **SPACE ASSIGNMENT:** The Fair reserves the right to make final space assignment to assure the best interests of the Fair are served. If at any time, in the opinion of the Fair management, said concession or the Concessionaire is found to be detrimental to the interests of the Fair, the concession shall be removed or shall be relocated on demand at the discretion of Fair management and at the expense of the Concessionaire.
20. **CANCELLATION:** This lease is subject to cancellation without notice and without refund if total payment is not received in full on or before the due date. The Fair reserves the right to reassign the above space at its sole discretion.
21. **FAILURE OF CONCESSIONAIRE TO USE SPACE:** In the event the Concessionaire does not actually use the leased space, it is agreed that no portion of the rental already paid will be returned, but shall be considered liquidated damages for breach of the lease contract.
22. **LIEN CREATED FOR MONEY OWED:** The Fair shall have the right to retain all property belonging to Concessionaire which is brought onto the fairgrounds in order to secure the payment of any and all sums of money due hereunder. Further, Concessionaire agrees that the Fair may sell or otherwise dispose of, either at public or private proceedings without notice to Concessionaire any such property for the purpose of satisfying any indebtedness due hereunder.
23. **NONWAIVER OF PROVISIONS:** The failure of the Fair in any one or more instances, to insist upon the strict performance of the covenants of this lease, or to exercise any option contained herein, shall not be construed as a waiver or the relinquishment of such covenant or option in the future, but the same shall continue and remain in full force and effect. The receipt by the Fair of rent with knowledge of any breach of any covenant herein shall not be deemed a waiver of such breach and no waiver by the Fair of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Fair management.
24. **NON-LIABILITY OF LESSOR FOR DAMAGES / HOLD HARMLESS AND INDEMNITY AGREEMENT:** GGSF shall not be liable for liability or damage claims for injury to persons or property arising from any cause relating to the occupancy of the premises by the LESSEE, including those arising out of damages or losses occurring on areas adjacent to the leased premises during the term of this lease or any extension thereof. GGSF shall not be liable for damage claims for injuries to persons or property arising out of the public use of the premises or accidents occurring in or around the premises. LESSEE shall indemnify and hold harmless the GGSF from all liability, loss or other damage claims and obligations arising out of its use of the premises or areas adjacent thereto. LESSEE agrees to hold GGSF and Mobile Jaycees, Inc. and their officers, employees and agents, harmless, and to defend and indemnify them from any and all claims, actions, suits or demands, which result or arise out of LESSOR or LESSEE'S ownership, maintenance or use of the Fairgrounds or the space described in this lease. Further, LESSEE covenants and agrees that it will make no claims and assert no actions against LESSOR or the Mobile Jaycees, Inc., their officers, employees or agents, for bodily injury to any person, or the death, thereof, or for injury or theft, destruction of property belonging to LESSEE or of others where such injury, death, theft or destruction arise out of its ownership, use or maintenance of the Fairgrounds of the leased space described in this lease.
25. **NO AGREEMENTS MADE OTHER THAN CONTAINED HEREIN:** No understanding or agreement exists except that which is specified in this lease and it cannot be cancelled except by mutual agreement in writing.
26. **CONCESSIONAIRE TO PAY COST OF COLLECTION:** Concessionaire agrees to pay the Fair all expenses which it incurs in connection with the collection of any sum due hereunder, including a reasonable attorney's fee.
27. **RIGHT TO CLOSE FOR VIOLATION:** For the violation of the terms of this lease, the Fair shall have the right to declare this contract VOID and close the concession without recourse.
28. **APPLICATION APPROVAL:** Concessionaire agrees that this application is subject to approval and acceptance by the Fair's board of directors and the terms of which shall not constitute an agreement for the lease of exhibit space until approval and acceptance by said board.
29. **Concessionaire and Exhibitor Handbook:** exhibitor has read and understands and agrees to follow the guidelines outlined in the Concessionaire and Exhibitor Handbook. Violation of the terms listed in the handbook or subsequently posted or published shall result in cancellation of the lease and closure of the booth without recourse.

SUBJECT TO THE TERMS AND CONDITIONS LISTED AND MADE A PART OF THIS LEASE, THE UNDERSIGNED, AS LESSEE, HEREBY LEASES THE LOCATION (S) LISTED ABOVE FROM THE GREATER GULF STATE FAIR, INC., AS LESSOR, AND AGREES TO PAY THE SUM LISTED ABOVE AS RENTAL FOR SAID CONCESSION SPACE:

LESSEE NAME: _____

GREATER GULF STATE FAIR, INC. (LESSOR)

LESSEE SIGNATURE: _____

BY: _____

Title: _____ Date: _____

Title: _____ Date: _____