

CONCESSION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023  
between the Morrow County Fair and \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_

WITNESSED:

1. The Board shall permit Lessee to occupy a designated space on the fairgrounds said occupation shall commence 1 day preceding the opening of the Morrow County Fair to prepare the concession for use during the Fair.
2. If Concession Agreement is granted for food sales, the Board shall permit Lessee to food and beverage being \_\_\_\_\_.
3. Morrow County Fair has a non-competition policy for Food, all menus are to be submitted with this concession agreement. (Please note that if a food vendor submits an agreement with down payment before you with the same items you will be notified.)
4. The Board shall not be liable for any loss of, damage to or theft of any property of the Lessee, or for any damage or injury of any nature or kind what so ever arising by reason of Lessee’s operations under this contract, and Lessee hereby convenants and agrees to make no claim against Morrow County for any such loss or damage;
5. Lessee further agrees to indemnify and hold harmless Morrow County and Morrow County Fair Board from damages or loss of any kind including costs of defending any claims for damages allegedly caused by Lessee or Lessee’s concession.
6. The Board shall have a lien upon any and all property stored, used or located any place upon the Fairgrounds by the Lessee for any unpaid rentals and for any and all damages sustained by the Board resulting from the breach of this contract by the Lessee or otherwise caused by the Lessee, and shall have the right to distrain such property as its own to satisfy any such claim;
7. Lessee shall pay to the Board the sum of \$200.00 as rent for the use of the space described above during the stated period of occupancy; payment shall be made as set forth below;
8. Lessee shall pay a down-payment on concession rent in the amount of \$20.00 (NON-

**Refundable due by July 28<sup>nd</sup> ) upon execution of this contract**, with the remaining balance of \$180.00 to become due and payable no later than **August 8<sup>th</sup>**.

9. Lessee shall file evidence of insurance with Morrow County Fair Office on or before the **8<sup>th</sup> day of August**, the names Morrow County and the Morrow County Fair as an additional coverage in the event of damage or loss of any kind arising by reason of Lessee's operation of its concession.
10. Lessee shall not use or have on the Fairgrounds any sound amplifying device without written permission issued by the Fair Board.
12. Lessee shall not sublet or assign any privilege or portion of the space covered by this contract.
13. Lessee shall remove all temporary structures from the leased space within 48 hours after the close of the Fair, or secure written permission to further hold the space and later remove the structures.
14. Lessee shall leave the premises in a clean and orderly condition, less ordinary Fair wear and tear;
15. Lessee shall forfeit all rental payments to the county if the space is not occupied during fair.
16. Lessee shall restrict all advertising and activities to the space leased.
17. Lessee shall post in a conspicuous place a plainly printed placard showing the name of the Lessee;
18. Lessee shall permit no electrical wiring to be done on any portion of the Fairgrounds without written permission of the Fair Board, and then only under the supervision of the Board or its delegate;
19. Lessee certifies that all equipment and/or products will be maintained in a manner to meet or exceed any applicable local, state or federal safety and health requirements.
20. Lessee shall have the premises prepared for inspection, at any time and shall permit such inspection, and comply with any directions of said Food Inspector.
21. Lessee shall abide by all general conditions, rules and regulations, written or oral, made by the Board from time to time and at any time governing the conduct of the concessionaires during the fair, agreeing specifically that future oral or written conditions, rules and regulations shall become a part of this contract the same as if now published.
22. Lessee shall pay reasonable attorney's fees and costs to the County if it is necessary

to commence any legal action, suit or proceeding against Lessee for any breach of this contract.

- 23. Lessee shall provide a copy of their Restaurant License upon acceptance of said contract.
- 24. Lessee shall bear and be responsible for any and all costs in connection with the decoration, equipment or occupancy of concessionaire's space.
- 25. Concession must be set up by 8 P.M. on Tuesday, August 15, 2022 and remain intact until 10 P.M. on Saturday, August 19, 2023. Unless other agreements have been made with the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first mentioned above. This agreement shall be null and void unless executed by Lessee and returned to the Board by July 28, 2023 at PO Box 464, Heppner, OR 97836.

DATED \_\_\_\_\_ BY \_\_\_\_\_  
(Lessee)

DATE RECEIVED \_\_\_\_\_ BY \_\_\_\_\_  
Morrow County Fair Secretary

ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_  
(Morrow County Administrative Officer)