

Fair Dates: July 24th - July 27th, 2019



2019 COMMERCIAL CONTRACT
LAST CHANCE STAMPEDE & FAIR
LEWIS & CLARK COUNTY FAIRGROUNDS
98 West Custer Avenue
Helena, MT 59602

This Commercial Exhibitor Contract is between Lewis & Clark County Fairgrounds and _____ (hereafter referred to as Commercial Booth). In consideration of the mutual benefits and obligations set forth below, the parties agree to the following:

- 1. Nature of Contract.** This Contract entitles Commercial Booth to conduct only such business as is set forth in this Contract and only during the term of the Last Chance Stampede & Fair, from **Wednesday July 24th to Saturday, July 27th, 2019**. Commercial Booth is not permitted to operate its business prior to the specified dates. Under the provisions of this Contract, Commercial Booth is entitled to rent space from Lewis & Clark County Fairgrounds to sell goods or provide information to Fair patrons. Lewis & Clark County must approve all goods and services prior to the opening day of the Last Chance Stampede & Fair.
- 2. Space.** Commercial Booth shall be entitled to use the premises as assigned. Assigned space is for the sole use of the individual Commercial Booth. No Commercial Booth is to sublease or in any way allow any person or business to use their contracted space. This Contract, in whole or in part, cannot be assigned without the written consent of Lewis & Clark County Fairgrounds. Lewis & Clark County Fairgrounds may at any time on written notice to Commercial Booth alter or change the location of premises identified in the Contract. Commercial Booth agrees to move, at no cost to the Lewis & Clark County Fairgrounds, to a new location immediately upon receipt of written notice. Commercial Booth agrees that the Lewis & Clark County Fairgrounds shall have the right to inspect the premises at anytime.
- 3. Occupation of Space.** Previous occupation of space at the Last Chance Stampede & Fair does not insure or guarantee that a Commercial Booth has a right to any space, the same space, or similar space in future years. No part of the exhibit shall extend beyond the designated space. Carpet in the booth is the responsibility of the exhibitor and must be removed after the fair. Tents or other structures used outside are the responsibility of the exhibitor and must fit within the designated commercial booth space. Exhibitor agrees to promptly reimburse and pay Lewis and Clark County for any damages caused by the exhibitor, its employees or agents, to the real property or equipment of the Lewis & Clark County Fairgrounds during the term of the contract. No stakes shall be placed in the asphalt. Exhibitor shall not make any alteration or otherwise permanently affix any personal property to the premises. All trade fixtures of exhibitor placed upon the premises must be removed after the fair.
- 4. Set-Up.** Any motorized vehicle entering the grounds for the purpose of setting up Commercial Booth space must abide by the times set by the Lewis & Clark County Fairgrounds. Exhibitor set up time is Wednesday, July 24th, 2019 from 8:00am – 2:00pm. All Commercial Booths must be ready to open for business by 4:00pm. No other set up times are allowed without permission from the Fairgrounds Manager. **Please note that Commercial Booth vehicles are not allowed on the midway area after Wednesday at 2:00pm, other than delivery times listed in Paragraph 5.** If you still have items that need to go in your booth after the cut-off time, they must be hand-carried in. If a vehicle is left in the midway area, IT WILL BE TOWED AT THE OWNERS EXPENSE.

5. **Deliveries.** All deliveries made by delivery vehicles to Commercial Booth shall be made **before 10:00 a.m.** daily. These hours shall be strictly enforced. *Deliveries at times other than those specified in this paragraph (5) shall be brought onto the Fairgrounds by hand (hand carts may be used).* Absolutely no unattended vehicles may be parked on the midway during the fair. **ANY UNATTENDED VEHICLES WILL BE TOWED AT THE OWNERS EXPENSE.**

6. **Hours of Operation.** Commercial booths must be open the following times:

Building will be opened daily at 10:00 a.m.		
Hours of Operation:		
Wednesday	July 24th, 2019	4:00 p.m. to 10:30 p.m.
Thursday	July 25th, 2019	11:00 a.m. to 10:30 p.m.
Friday	July 26th, 2019	11:00 a.m. to 10:30 p.m.
Saturday	July 27th, 2019	11:00 a.m. to 10:30 p.m.

7. **Commercial booths must be manned at all times during the hours of operation.** Failure to occupy the booth during operating hours may result in non-renewal of the Commercial Booth space for subsequent fairs. Allowances are made for restroom and meal breaks.

8. **Electrical Requirements.** Exhibitor's electrical needs will be determined from the information provided on each application. There is a limited amount of power available for exhibitors. If upon arrival to the Last Chance Stampede & Fair, electrical needs of exhibitor have changed or increased, approval must be sought from the Fairgrounds Manager before any hook-up will occur. It may be determined that additional electrical service will not be available. Power will not be available prior to the set up times unless permitted by the Fairgrounds Manager and charged accordingly. The Lewis & Clark County Fairgrounds does not provide extension cords. All extension cords must be 3 prong and in proper working order. Commercial Booths shall use outlets provided and not wire directly into distribution panels. Lewis & Clark County Fairgrounds shall not be responsible for any loss arising out of Commercial Booth's use of premises nor for loss or damages resulting from power interruptions and utility failures. Any alterations made will be at the cost of the Commercial Booth.

9. **Take Down and Removal of Commercial Booths.** Vendors may begin tearing down Sunday morning at 8:00 a.m. All booths must be removed from the Fairgrounds and the area the booth occupies cleaned no later than **5:00 p.m. on Sunday, July 29th, 2019.** Any booth remaining after this date shall be subject to a late fee of **\$20.00** per day. If, after 7 days from the close of the Fair, the booth has not been removed, it shall become the property of Lewis & Clark County, and may be disposed of by Lewis & Clark County Fairgrounds as it sees fit.

<p>The exhibitor booths will close at 10:00 p.m. on Saturday, July 28th, 2019.</p> <p><u>ALL BOOTHS MUST REMAIN OPEN AND COMPLETELY SET UP UNTIL THEN!</u></p> <p><u>NO VEHICLES ALLOWED ON MIDWAY UNTIL SUNDAY MORNING. IF YOU CHOOSE TO TEAR DOWN SATURDAY NIGHT, YOU MUST CARRY ITEMS TO VENDOR PARKING AREA. WILL OPEN AT 8:00 A.M. ON SUNDAY MORNING.</u></p>
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10. **Advertising/Lotteries.** Under **no** circumstances will any Commercial Booth be allowed to advertise or promote their products or services in any location on the fairgrounds other than that designated by the contract. All business is to be conducted within the space assigned to the Commercial Booth. No fliers of any kind may be distributed outside of your booth location or in the parking lots. Advertising signs must be inside of the Commercial Booth with the exception of the booth name. **Commercial Booth shall not engage in any activity during the fair in the nature of a raffle, lottery, etc.**

11. **Operation.** Commercial Booth agrees to operate in a **safe, sanitary, courteous and responsible manner.** Commercial Booth shall comply with all state, local and other applicable health regulations. The Lewis & Clark County Fairgrounds reserves the right to prohibit any aspect of sales and/or proposed activities, and to permit only such matter and conduct as it approves. Radios, television sets, public address systems, and all other sound producing devices are subject to the approval of the Lewis & Clark County Fairgrounds and shall be controlled so as not to interfere with other exhibitors or the public. If interference exists or persists, the Lewis & Clark County Fairgrounds reserves the right to revoke the exhibitor's privilege of using any sound devices at any time and will be notified, in writing. It is expressly understood that Commercial Booth may not display or offer nudity nor sexually explicit or similarly offensive products, demonstrations, presentations, literature or other related matter, and that a Commercial Booth non-adherence to this provision may result in immediate eviction. In the event of such restriction or removal, Lewis & Clark County shall not be liable for any refunds or other expenses. The parties understand and agree that Commercial Booth is an independent contractor and is not an employee, joint venture or partner with the Lewis & Clark County Fairgrounds. The parties understand and agree that the act of each party hereto is the individual act of the party and that neither party shall be deemed to be the employee, agent, representative, or partner of the other.
12. **Liquor and Drugs.** No ales, beer, wine, spirits or intoxicating liquors or drugs, of any kind, shall be kept or sold by Commercial Booth on the Lewis & Clark County Fairgrounds.
13. **Conduct of Commercial Booth.** Commercial Booth shall conduct its business so as not to interfere with the rights of others contracting with the Lewis & Clark County Fairgrounds. Specifically, Commercial Booth shall not sell or engage in any business to sell any goods upon the Lewis & Clark County Fairgrounds other than provided for in this Contract. Lewis & Clark County Fairgrounds reserves the right to prohibit the sale or rental of any item which it reasonably deems objectionable from the standpoint of taste, quality or compatibility with the Last Chance Stampede & Fair. If any illegal merchandise that violates current copyright law is found it will be removed from the Commercial Booth.
14. **Maintenance/Janitorial.** Lewis & Clark County Fairgrounds will furnish janitorial service for the commercial booth areas used by the public. The Commercial Booth must, at their own expense, be responsible for service, maintenance and repairing of the contracted space. All cardboard boxes must be broken down and placed in the garbage dumpsters. No cardboard is to be set in garbage cans or piled anywhere on the grounds. Non-compliance to this rule will result in a warning, a fine, or other disciplinary action. (See Section 25, Violation Process).
15. **Employees/Volunteers.** Commercial Booth is responsible for any claims, liabilities and actions relating to the conduct and representation of personnel in said space.
16. **Gate admission.** Commercial Booth agrees that each employee or volunteer must have an admission ticket to enter the Fair. Each Commercial Booth will receive two (2) free all week admission passes. Additional passes may be purchased for \$5 each prior to **July 1st, 2019.** Any passes purchased after **July 1st, 2019** will remain at the normal \$10 rate.
17. **Fire.** Concessionaire shall have an adequate fire extinguisher and protection in their booth as approved by the Fire Marshall.
18. **INDEMNIFICATION: THE VENDOR** shall defend, indemnify and hold harmless the LEWIS AND CLARK COUNTY FAIRGROUNDS, its employees, Officers, Directors, agents, and Volunteers from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of VENDOR, its employees or agents.

19. **Discrimination.** Concessionaire agrees to abide by all laws pertaining to the discrimination of any individual. The Concessionaire also agrees to abide by all rules and regulations stated in the Americans with Disabilities Act (ADA). This includes the right of an individual to participate and receive the equal enjoyment of goods, services, facilities, privileges, advantages or accommodations of any place of public accommodation by any private entity that owns leases or operates a place of public accommodation.
20. **Security/Theft Protection.** No full time security officers will be stationed in any one area. Booths should never be left unattended at any time during operating hours. Exhibitor should cover all valuable items when leaving the booth after closing. Losses or infractions should be reported to the Fairgrounds Office immediately upon detection. Valuable items in outdoor booths or any other portable item should be removed or properly secured and concealed after closing. It is suggested that Exhibitor obtain a temporary insurance policy to cover their displays for the period of the Fair, as an added protection against possible losses. The Lewis & Clark County Fairgrounds or any of its employees will not be responsible for lost, damaged or stolen merchandise.
21. **Fees and Payments.** Commercial Booth is required to submit this signed contract and full payment to the Lewis & Clark County Fairgrounds office by **July 20, 2019**. Please note payment secures your space. Lewis and Clark County Fairgrounds can not reserve a spot until payment has been made. Lewis and Clark County Fairgrounds reserves the right to accept late contracts if deemed necessary. Late Contracts will be decided on a case by case basis.
22. **Refunds.** If a Commercial Booth cancels on or before **July 1st, 2019 at 5:00 p.m.**, the Commercial Booth fee less \$25 will be refunded. *No refund will be made if cancellation is made after July 1st, 2019.* If a contract is cancelled after the July 1st cut off, the request for a refund will be reviewed on a case-by-case basis. All requests must be made in writing and are subject to approval by the Lewis & Clark County Fairgrounds.
23. **Required Forms.** This **contract** is to be signed by the Commercial Booth Representative and returned to the Lewis & Clark County Fairgrounds office by **July 20, 2019**. **However, spaces are on a first come first serve basis, we highly recommend turning in your contract as soon as possible with payment.** As a general rule vendors will not be required to provide liability insurance with the exception of those vendors that fall into these high risk categories: edible/consumable products; hands on services and interactive booths. If you have any questions regarding your product please contact us.

If all required items (*signed contract and booth fee*) are not received by the Lewis & Clark County Fairgrounds by the specified due dates, Commercial Booth will give up their right to operate a booth for the 2019 Last Chance Stampede & Fair.

24. **Violation Process.** The Commercial Booth will first receive a verbal warning of a violation and a reasonable amount of time, as determined by management to correct the violation. The Commercial Booth will be give 12 hours to alleviate the violation. Further action, as deemed appropriate by the Lewis & Clark County Fairgrounds management will be determined to include but not be limited to: 1.) A fine 2.) Not being invited to return to future fairs or 3.) Vacating of the premises.
25. **General Regulations.** Lewis & Clark County Fairgrounds reserves the final and absolute right to interpret these rules, to arbitrarily settle and determine all matters, questions and differences in regard to and connected with the Fair. Lewis & Clark County Fairgrounds also reserves the right to amend or add to these rules, as may seem advantageous to the Fair. Management also reserves the right to formulate and announce new rules to meet emergencies that may arise later and/or during the Fair. The Lewis & Clark County Fairgrounds staff also reserves the right to exclude from the fairgrounds any person or persons whom it may deem undesirable or who shall otherwise become offensive.

26. **Rights of Fairgrounds.** Lewis & Clark County Fairgrounds shall not be liable for any damages or other expenses that are incurred by the Commercial Booth in any event that the fair is delayed, interrupted, or not held as scheduled. For any reason whatsoever, and if for any reason beyond the control of Lewis & Clark County Fairgrounds, the fair is not held, Lewis & Clark County Fairgrounds may retain so much of the money paid by the Commercial Booth as is necessary to pay expenses already incurred by the Lewis & Clark County Fairgrounds.
27. **Litigation.** If any suit or legal action is filed or initiated in connection with the Commercial Booth's use of the premises or on account of its contract with Lewis & Clark County Fairgrounds, the Commercial Booth agrees and promises to pay the Lewis & Clark County Fairgrounds costs and reasonable attorney fees in such amounts as determined by the court. If Lewis & Clark County Fairgrounds engages the services of legal counsel to enforce or interpret the terms of the Commercial Booth contract with Lewis & Clark County Fairgrounds, it has the right to recover costs, expenses & fees whether suit is filed or not.
28. **Signing of Contract.** By signing this contract, Commercial Booth agrees to abide by all of the rules and regulations set forth by the Lewis & Clark County Fairgrounds. Failure to abide by the rules and regulations could result in termination of this contract. Any right or privilege of Commercial Booth to sell any product on the grounds of Lewis & Clark County Fairgrounds may be immediately revoked, without refund, if Commercial Booth fails or refuses to comply with the terms of this contract.

IN WITNESS WHEREOF the parties have caused this instrument to be executed the _____ day of _____, 2019

Commercial Booth Representative (Print)

Signature

Date

Business, Club or Organization Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Daytime Phone: _____ Evening: _____

E-mail: _____

(Sponsors receive a 20% discount off of the \$300 fee)

_____ Indoor Booth (8'x10') \$350.00 _____

_____ Outdoor Booth (12'x 12') \$350.00 _____

_____ Each Additional Attached Booth \$200.00 _____

_____ Skirted Tables (indoor only) \$25.00 each _____

_____ Unskirted tables needed (indoor only - tables must be skirted) \$15.00 each _____

_____ Additional All Week Admission Passes \$5.00 each _____

(2 passes provided per booth; passes are \$10 after July 1st, 2018)

_____ Dry camping spots \$15.00 p/night _____

Total Due (Payable to the Lewis & Clark County Fairgrounds) \$ _____

Additional Needs:

Electricity Needed: _____ 110 volt _____ 220 volt _____ No electricity needed

(Outdoor Electricity is limited and available on a first come/first serve basis)

Types of items, products, information, services, distributed or sold: _____

Special Requests or Information: _____

**Please Return Contract Application to:
Lewis and Clark County Fairgrounds
98 West Custer Avenue
Helena, Montana 59602
Phone - (406) 457-8516**