



Food Vendor Booth Lease Contract for Harrisburg Days

This agreement is made this _____ day of _____, between the Harrisburg Chamber of Commerce (hereinafter referred to as Lessor) and _____ (as Lessee).
(Name of Business)

Company/Lessee: _____ Contact Person: _____

Work Phone Number: _____ Cell Phone Number: _____

Address: _____ City: _____ State: _____ Zip: _____

Email : _____ Facebook/Website: _____

Type of Business: _____ Main Menu Items: _____

Employees working the booth(s) must wear name tags with their name and name of organization.

Lessor and Lessee agree that the lease shall be governed by the following terms and conditions:

1. A refundable security deposit of \$30.00/booth and this signed contract is needed to hold your space. If booth rent is not received by the Lessor by 5:00 PM on May 15th, 2018, the Lessee shall surrender the security deposit to the Lessor and will not be permitted to set up. The Lessor may also retain the security deposit in the event of any damages caused by the Lessee prior/during/after the event.
2. RATES: \$150.00/per booth. Booth shall be approximately 15 feet by 30 feet in size.
3. Electricity for booth: **NO / YES** (an additional charge of \$30/booth for 110-volt and \$50/booth for 220-volt)
\$_____
4. Generator Use: If the lessee chooses to use a generator it must be either a "quiet" version or the lessee must buffer the sound of the generator. The Lessor reserves the right to move the lessee's booth location if the lessee's generator is deemed to be detracting from the general character of the event.

5. TERMS OF PAYMENT: Send contract, booth rent, security deposit, and electricity fees of \$ _____ by May 15th, 2018 to: Harrisburg Chamber of Commerce, PO Box 26, Harrisburg, SD 57032.

No exhibitor will be allowed to enter the grounds to set up their booth if they have not signed this contract and paid their security deposit, booth rent and/or electricity fees. The security deposit payment will be refunded if notice of cancellation is received by May 15th, 2018.

6. No exhibit shall interfere with the orderly operation of adjacent exhibits. This includes a prohibition on music, special effects and other sound or entertainment without approval by Lessor. Vendors must be in attendance by 4:00 PM, Friday, June 8th, 2018 for set up. Unless a different time has been agreed upon by the chamber's Harrisburg Days representative. Booths not occupied at this time will be replaced. You must call ahead if your intentions are to set up after 4:00PM.
7. Electrical access is for 110-volt AC and 220-volt AC see prices above.
8. Water and Soda will be available for purchase from the Harrisburg Chamber of Commerce in full case amounts at \$48/case (\$2/bottle). Vendor will be required to sell it at the \$3/bottle; this is the same price chamber will be selling it for at the beverage tent. Open cases will only be bought back if the chamber is able to make a full case (single flavor) for return to the supplier. You are not allowed to bring in any water or soda of your own for sale. All coolers and ice for beverages will be your own responsibility. Soda flavors are yet TBD.
9. Lessee must keep aisles clear and abide by all state and city fire codes.
10. No exhibit shall be dismantled or removed from the event grounds until closing time of Harrisburg Days at 12:00 AM Sunday June 10th, 2018.
11. No booth is permitted that does not have at least one person in attendance at all times. Exhibit personnel shall wear identification badges at all times during exhibit hours 9 am to closing time of your booth type
12. Booths may not display or disperse any business' information other than that of the Lessee.
13. Lessor or its agents shall not be liable for loss or damage of Lessee's property due to theft, fire, accidents, or other causes, nor for any injury to exhibitors, its employees or agents.
14. Lessee agrees that the purpose of exhibit space is for the positive promotion of the Lessee's product or service. Lessee may sell, display or give out information.
15. Lessee agrees to submit to the Lessor an itemized list of all items they wish to sell if any. All food menus must be submitted and approved prior to the event. The Lessor has the right to refuse any item that is submitted to prevent significant duplication of product or services.
16. The Lessor reserves the right of final decision and the right (a) to rearrange booths in order that competitive exhibitors wherever possible will be set up at specific locations that will not interfere with their individual operations, and (b) to prohibit or remove any exhibit which, in the opinion of the Lessor, detracts from the general character of the event, including persons, conduct and materials. In the event of such restriction, removal, prohibition and/or eviction, the Lessor shall not be liable for any refunds, other exhibit expenses or any other sums of money by way of damages or otherwise.
17. The Lessor retains the exclusive right to sell bottled pop, water, and alcoholic beverages. No bottled pop, water, or alcoholic beverage sales will be permitted in the Lessee booths.
18. All decisions pertaining to use and occupancy of space are within the sole discretion of the Lessor.

19. The Lessor has the right to refuse any vendor's contract.
20. There will be no more than one business per booth rental.
21. No exhibit space shall be offered for use or sublet by a Lessee without the consent of the Lessor.
22. The Lessee shall have proof of insurance for coverage of \$50,000 per incident, \$100,000 aggregate coverage and/or
23. The Lessee shall indemnify and hold the Lessor and its agents harmless of any damages or injuries the Lessee causes to any third party.
24. Lessor's contact person: Harrisburg Chamber of Commerce, PO Box 26, Harrisburg SD, 57032, (email) harrisburgdays@gmail.com.

PLEASE SIGN AND RETURN CONTRACT WITH REFUNDABLE SECURITY PAYMENT AND RENT FOR LESSOR:

By: _____

For: Harrisburg Chamber of Commerce/City of Harrisburg

Its: **Event Organizer** _____

Date: _____

FOR LESSEE

By: _____

For: _____

Its: _____

Date: _____