

Fremont County Fair Board

This agreement, made and entered into this _____ day of _____, 20____ by and between the Fremont County Fair Board, herein after referred to as "**Fair**" and _____ Hereinafter referred to as "**Exhibitor**"; whereas, the Fremont County Fair Board has entered into a lease agreement with the Royal Gorge Rodeo association for use of the grounds and facilities during the annual Fremont County Fair, and **whereas**, the Exhibitor desires to rent exhibit space from the Fair during the Fremont County Fair, upon the conditions stated herein. It is expressly understood space and location is at the sole discretion of the Fair; **now therefore**, the parties agree as follows:

1. **Exhibit area.** The Fair rents outside exhibit space during the 20____ Fremont County Fair during the days of _____.
2. **Purpose.** The Exhibitor shall use the above space for the following exhibit or display: _____.
3. **Rent.** The Exhibitor shall pay the Fair the agreed rental price of \$_____, payable with contract _____.
4. **Refund.** In the event of cancellation for any reason, it is agreed that all monies paid the Fair shall be retained by Fair. **NO refunds.**
5. **Display Time.** The Exhibitor agrees to have its exhibit or display in place and fully operational by 9:00 a.m. the first day of display as shown above and remain intact and operational until 8:00 p.m. daily. Note: Exhibitors will be released at the conclusion of the Jr. Sale the final day.
6. **Regulations.** The Exhibitor shall confine all transactions to the space herein rented and the premises shall be used according to the requirements set forth by the Fair. All local, Colorado and Federal laws shall be abided by and without infringement upon the rights of others.
7. **Contact.** The Exhibitor shall conduct the operation of the exhibit or display in a quiet and orderly manner at all times and shall keep the exhibit area clean and free of rubbish. Fair agents or assigns shall have access to the rented space at all times. Sound devices used by the Exhibitor or any other attention - getting devices must be used so as not to interfere with any other display, exhibit or Fair activity. Fair reserves the right to revoke permission for sound or attention - getting devices at anytime it is felt in the best interests of the Fair.
8. **Liability.** Exhibitor understands it is an independent contractor and is not covered by any Fair insurance. The Exhibitor agrees to indemnify, and hold harmless, and defend the Fair, its officers, agents and employees from any and all claims, causes of action, and suits resulting from any Worker's Compensation Law, Social Security Law, and the contractor itself, from any loss, damage, cause of action, claims or suit for damages of any nature whatsoever, including but not limited to loss of property, goods, wares or merchandise, caused by or arising out of or in any way whatsoever connected with the exercise by Exhibitor of this Agreement. As applicable, Exhibitor agrees to maintain standard Colorado Worker's Compensation and Employer's liability including occupational disease, covering all individuals engaged in performance of the work at the site in the amount required by State Statutes.
9. **Changes.** There will be no change, alteration, variation or deviation from the terms of this Agreement, unless made in writing and signed by all parties hereto, and that no verbal understanding or agreements, past, present or future not incorporated herein shall be valid or binding on either party. It is further understood and agreed that all representations regarding this Agreement are contained herein and understood by the parties hereto.
10. **Assignment.** Neither party to this Agreement may assign its rights or duties without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto execute this agreement on the day and year first above written.

EXHIBITOR/VENDOR:

FREMONT COUNTY FAIR BOARD

By _____
Delores Comstock, President or Don Gray, Superintendent