

Contract and Liability Agreement

This packet is your lease agreement for space at the Southeast Alaska State Fair event. By signing this contract and liability agreement, you agree to abide by the rules and regulations outlined in Fair Vendor policy, available at seakfair.org/vendors.

The Lessee, in entering into this lease agreement, expressly acknowledges that he/she fully understands the rules and regulations controlling the use of the lease space, as set forth in published SEAK Fair Vendor Policy. It is understood that the Lessee, Lessee's employees, volunteers, agents or representatives are responsible for the actions/inactions of all persons participating in the use or operation of the leased space and Lessee shall assume full responsibility for them.

The assigned space is for the sole, exclusive and personal use of the individual lessee and no other. No other person, firm, corporation, organization or entity shall be permitted to use the space, except with approval by the Southeast Alaska State Fair (hereafter SEASF). Lessees doing business under a fictitious name or as a partnership or corporation shall designate one individual to be personally responsible for full compliance with all terms and conditions of the lease. Only an approved Lessee shall enjoy the privileges of the lease. Leases are not transferrable. This lease agreement shall be deemed immediately breached should Lessee attempt to sublease or assign in partial or total, its interest in this space or lease agreement or permit the use of the space by any person, firm or organization who has not received prior approval from the SEASF. Upon such breach the SEASF shall have the right to exercise any or all remedies provided in the "Lessee Rules and Regulations." Lessee agrees to indemnify and save harmless the SEASF from any and all liability and claims of whatsoever nature of any kind arising out of, or in any manner connected with Lessee's use or occupancy of leased space of the Fairgrounds generally.

The SEASF assumes no responsibility or liability to or for Lessee, his/her employees, volunteers or their customers for property damage or loss, personal injury or otherwise from any cause whatsoever. Lessee shall permit the SEASF or its agents and employees to enter upon the leased space at all times for the purpose of inspection. The Lessee shall at the termination of the lease, remove all structures, supplies, material, refuse and other materials from the rented exhibition space and shall leave the premises in a condition reasonably similar to the condition in which such premises were leased from the SEASF. All structures, supplies and materials not removed from the Fairgrounds by the outside removal date as listed in SEAK Fair Vendor Policies, shall become the property of the SEASF.

CENSURE: Lessees, their employees, agents, volunteers and representatives shall conduct themselves and the operations of their space in an honest, courteous and friendly manner. In the event of any breach of the terms of the SEAK Fair Vendor Policy and upon notice of breach of this lease, Lessee shall immediately vacate the leased space. Should the Lessee not vacate the space as required, the SEASF without first obtaining court process, shall have the immediate right, without waiving any other rights or claims, to enter the leased space, remove all persons and all property of the Lessee, clean and otherwise repair the premises and prohibit the Lessee from entering the Fair. Lessee agrees to pay costs of such action by the SEASF including actual court costs and attorney fees. Upon such breach, the Lessee forfeits any and all fees paid to the SEASF as liquidated damages for those costs and damages not specifically identified above. SEASF's waiver of any breach of this lease agreement shall not constitute a continuing waiver or any subsequent breach(s). Other options for censure may include but are not limited to: Suspension for a three-year period, or permanent suspension from the grounds. The options for re-admission to the Fair as a lessee for future years may include, but are not limited to; social appeal the SEASF Board by written request. This request must contain a solution to the problem.

I, the undersigned, do agree to abide by the terms listed herein, and to conduct my business in accordance with published SEAK Fair Vendor Policies.

Name: _____ Lessee Signature _____ Date _____

