2027 HOUGHTON COUNTY FAIR
Application Commercial/Arts and Crafts Booth Rental Space

PLEAST PRINT ALL INFORMATION

August 26-29, 2027

Date_____ Deposit _____ Balance Due: _____

Check # _____ CC Pymt. _____ Indoor/Outdoor Spot # _____

Electrical _____ Tbles. _____ Extra Passes _____

Thursday _____ Friday _____ Saturday _____ Sunday _____

****(for office use only)**

Name of Business or Organization: _____

Person Responsible for Contract:_____

Mailing Address: _____

City: _____ **State**: _____ **Zip:** _____

Phone: _____ (home) _____ (cell)

Email:_____ Preferred means of contact _____

NOTE!! ITEMS YOU ARE SELLING OR GIVING AWAY MUST BE LISTED IN THE BOX AT THE END OF THIS APPLICATION!!

FOOD BOOTHS	Business - $225 each		**Indoor** #_____ $_____	**Outdoor** 15' frontage each # ------ $_____		**Total of row** **$**_____
NON-FOOD BOOTHS	*Number of **Indoor** @ $110 each, 10'x10'deep **Total** $ _____		Number of Outdoor @ $150 each, 15' frontage **Total** $ _____		6" Tables **@$5** (indoor) **Total $** _____	**Total of row** **$**_____
Electric ***Each outlet/ for 4 Fair Days**	20amp/120v $40 #____ **Total $____**	30amp,120v $60 #_____ **Total $____**	50amp,240v $150 #_____ **Total** $ ___	**Before & After the Fair** *****Per Day***** **$25/day**		**Total of Row** **$**_____
**Vendor 4-day Passes 2 included per each booth rented		Up to 2 add'l reduced passes @ $15 each **$**_____	Regular priced passes, $25 in advance. **$**_____	Insurance: **$**_____	***Insurance** **See #7 below to purchase if necessary**	**Total of row** **$**_____

The Houghton County Fair Board reserves the right to accept or reject or place on a waiting list this application and/or change arrangement of booths to best fit the needs of the fair.

TOTAL PRICE $_____

DEPOSIT $_____ ($50 minimum)

Payments accepted: check, money order, credit card payment (MC, Visa)

*Enclose Copy of Insurance (**REQUIRED BEFORE SET UP**)____***(See #7 to purchase insurance)***

Rent tables at the time of application, if needed. No chairs available.

Master Card ___ Visa___ I authorize the Houghton County Fair to charge my credit card all fees due for the above contract in accordance with the terms and conditions of my cardholder agreement. Total:_____

Credit Card Number: _____

Printed Name on Card:_____ Expiration Date:_____

Address: _____ Zip Code: _____V code: _____

Cardholder's Signature:_____

** Please Initial:

___ As a part of renting a booth, I understand that TWO 4-day passes are provided with the booth fee. ***Providing additional 4 day or 1 day passes to booth workers or volunteers is the responsibility of the person/business/group renting the booth and shall be provided to them prior to entering the fair through one of the gates***. Gate workers are required to make sure every person entering the fair has an ADMISSION PASS OR TICKET. ***Persons not having one will be directed to the ticket booth to purchase one ($12 Saturday adult, $9 adult, $5 youth)***. This is separate from the VEHICLE PASS that is provided to get a VEHICLE into the VENDOR GATE to unload before moving it to the parking lot behind the arena. All people in the vehicle, including the driver, need an ADMISSION pass. Dogs/pets are not permitted on the grounds during fair hours!

LEASE AND INDEMNIFICATION AGREEMENT

1.) THIS LEASE is by and between THE HOUGHTON COUNTY FAIR ASSOCIATION, whose address is 1500 Birch Street, Hancock, MI 49930 ("LESSOR") and _____, whose address is _____ ("LESSEE"). *(In signing at the end of the document you agree to the following terms and conditions.)*

2.) LESSOR has authority to lease certain real property, located in the City of Hancock, Houghton County, Michigan [commonly known as the Houghton County Arena and fairgrounds] ('the Subject Premises").

3.) LESSOR, in consideration of the rents to be paid and the covenants and agreements to be performed by LESSEE, leases to LESSEE the following described/identified portion of the Subject Premises more particularly described as booth #('s)_____, as shown on the site plan attached hereto as Exhibit A and made a part hereof ("the Leased Premises"), together with the non-exclusive right to use a designated parking area and common facilities.

4.) The Lease shall commence on **AUGUST 26, 2027**, ("the commencement date") and shall expire on **AUGUST 29, 2027**, fully to be completed and ended. In the event LESSOR fails to deliver the leased premises on the commencement date for any cause beyond LESSOR's control, LESSOR shall not be liable to LESSEE for any damages as a result of LESSOR's delay in delivering the leased premises. It is agreed by LESSOR and LESSEE that LESSOR shall have no responsibility or liability whatsoever for any loss of, or damage to any fixtures or other equipment installed or left on the Leased Premises.

5.) The LESSOR shall have the sole responsibility to make reasonable rules and regulations governing the Subject Premises, including, but not limited to, the use of the parking and common facilities and to oversee the on-going maintenance of the property. No Party to this Lease shall use any electrical equipment, which in LESSOR's reasonable opinion, will overload the wiring installations or interfere with the reasonable use thereof by the other tenants, nor connect any apparatus, machine or device with water pipes or electric current except through existing water and electrical outlets in the Subject Premises for the purpose of using electric current or water. If LESSEE shall require electric current or water in excess of that which is normally provided, it shall obtain the consent of the LESSOR (which shall not be unreasonably denied) to the use thereof, and the LESSOR may cause an electric meter or water meter to be installed in the Leased Premises to measure the consumption of electric current or water. The cost of any such meter and of installation, maintenance and repair thereof shall be paid for by the LESSEE so requiring it, and the LESSEE shall be responsible for, and promptly pay for, all water and electrical consumption at the rates charged for such services by the local public utility furnishing the same, plus any additional expense incurred in keeping account of such consumption.

6.) **LESSEE shall not assign or transfer this Lease or sublet the leased premises or any part thereof**. Any assignment, transfer, or subletting shall give LESSOR the right to terminate this Lease and to re-enter and repossess the Leased Premises. LESSEE's remedies against LESSOR as regards this Paragraph shall be restricted to a declaratory judgment and an injunction for the relief sought (i.e., no money damages).

7.) LESSEE shall indemnify and hold LESSOR harmless from any liability for damages to any person or property in, on or about the Subject Premises from any cause whatsoever, and LESSEE shall procure and keep in effect during the term hereof public liability and property damage insurance protecting LESSOR and LESSEE and naming LESSOR as an additional named insured, having minimum limits of liability of:

1. Non-Food Vendors (Churches, Politicians, Arts &Crafts, etc.): $25,000 sub-limit.
2. Food Vendors: Prepackaged or off-site preparation: $50,000 sub-limit.
3. Food Vendors with on-site preparation: $1,000,000

Insurance is available from the Houghton County Fair's Insurance provider for $50 for NON-FOOD vendors and $100 for PACKAGED FOOD vendors if you do not carry your own insurance.

In the event LESSEE fails to procure such insurance prior to LESSEE's occupancy of the Leased Premises, the LESSEE's right to occupy the Leased Premises shall cease forthwith and this Lease void and shall be of no further force or effect. LESSEE's insurance shall include coverage for water damage and theft. LESSEE shall be solely responsible for insuring the contents of the Leased Premises.
LESSOR and LESSEE each release the other from any liability resulting from damage by fire or any other peril covered by extended coverage insurance or additional perils with mutual waiver of subrogation normally available in the State of Michigan irrespective of the cause therefore.

8.) LESSOR warrants that LESSEE, upon paying the rents provided herewith, and performing each and every covenant hereof, shall hold, occupy and enjoy the Leased Premises throughout the term peacefully and quietly, free from molestation by LESSOR.

9.) Under no condition shall there be a holding over of the Leased Premises after the termination of the rental period. In the event that such holding over occurs, the LESSOR shall have the right to immediately enter upon and take possession of the Leased Premises and remove and put out the LESSEE with no further duty or obligation or liability to the LESSEE.

10.) This Lease shall constitute the entire agreement of the Parties hereto; all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged orally but only by an agreement in writing, signed by the Party against whom enforcement of the change, modification or discharge is sought.

11.) In the event of any dispute between the Parties, such dispute shall be resolved by non-binding arbitration. This Lease shall be interpreted according to the laws of the state of Michigan.

RULES AND REGULATIONS

A. The sidewalks, entrances, passages, corridors and all public parts of the building shall not be obstructed or encumbered by LESSEE or used by LESSEE for any purpose other than ingress and egress to and from the premises.

B. No electric or other wires for any purpose shall be brought into the Leased Premises without LESSOR's written permission specifying the manner in which same may be done. Boring, cutting or stringing of wires shall not be done without LESSOR's prior written permission. LESSEE shall not disturb or interfere with the electric light fixtures and all work upon or alterations to the same shall be done by persons authorized by LESSOR.

C. No person shall disturb the occupants of this or adjoining buildings or premises by the use of radios, television sets, loudspeakers, musical instruments, or by making loud or disturbing noises, or vibrations, or by permitting unusual or objectionable odors to escape from the premises.

D. LESSEE shall not install or operate any steam or gas engine or boiler or carry on any mechanical business on Leased Premises, or use oil, burning fluids, camphene or gasoline for heating or lighting, or for any other purpose. No article deemed extra hazardous on account of fire or other dangerous properties, or any explosive, shall be brought into the Leased Premises.

E. The Leased Premises shall not be used for any immoral or illegal purposes.

F. LESSOR shall have the right to enter upon the Leased Premises at all reasonable hours (and at any time in case of emergency) for the purpose of inspecting the same, or the making of repairs therein. LESSEE shall have no claim or cause of action against LESSOR as a result thereof.

G. Wherever the words "LESSEE" or "Lessee" occur, it is understood and agreed that it shall mean LESSEE's associates, agents, clerks, servants and visitors. Wherever the word "LESSOR" or "Lessor" occurs, it is understood and agreed that it shall mean LESSOR's assigns, agents, clerks, servants and visitors.

H. LESSOR reserves the right to exclude or expel from the Premises any person who in the judgment of LESSOR is consuming intoxicating substances, is intoxicated, or under the influence, or who shall in any manner do any act in breach of the peace or in violation of any of the Rules and Regulations set forth by LESSOR. *No cigarette vapors, marijuana paraphernalia, CBD oil and knives to be sold*.

I. In the event that, by reason of LESSEE's use or occupancy, LESSOR or LESSEE shall be required by any governmental authority to repair, alter, remove, reconstruct, or improve any part of the Leased Premises, the same shall be made by LESSOR but shall be paid for by LESSEE.

J. Fee: LESSEE shall pay LESSOR, by check or credit card, in advance the total cost **by July 1st**. This fee shall be for the period of the fair as described in #4 of this document. A **$20 handling fee** will be charged if cancelling before July 1st. After July 1st, there will be no refund of booth fees.

K. Hours: The Booths shall be set up and open during the following hours: Thursday the building opens at 3 pm but must be set up 6 pm to 10 pm; *Friday 10:30 am to 10 pm, Saturday 11:30 am to 10 pm; Sunday 11:30 am to 5 pm. Booths shall not be dismantled until the end of the day or until 5 pm on Sunday. If you are unable to be here for all 4 days of the fair, contact the vendor superintendent through the fair office. *(Friday is Senior Citizens' Day and the building will open at 10:30 am)

GUARANTEE

The undersigned, in consideration of the leasing of the premises described in the attached Lease to LESSEE, do hereby absolutely, unconditionally and irrevocably guarantee to LESSOR the full and complete performance of all of LESSEE's covenants and obligations under such Lease and the full payment by LESSEE of all rentals, additional rentals, and other charges and amounts required to be paid thereunder. Booths cancelled before July 1st will be charged a $20 handling fee. NO refunds after July 1st.

The undersigned do each hereby waive all requirements of notice of the acceptance of this guarantee and all requirements of notice of breach or non-performance by LESSEE. The undersigned further waive any demand by LESSOR and/or prior action by LESSOR of any nature whatsoever against LESSEE. The undersigneds' obligations hereunder shall remain fully binding although LESSOR may have waived one or more defaults by LESSEE, extended the time of performance by LESSEE, modified or amended the Lease, released, returned, misapplied other collateral given later as additional security (including other guarantees) and released LESSEE from the performance of its obligations under such Lease.

If this Guarantee is signed by more than one person, their obligations shall be joint and several and the release of one of such guarantors shall not release any other such guarantors. This Guarantee shall be binding upon the undersigneds and their respective heirs, successors, successors in interest, executors, administrators, representatives and assigns.

Each of the signatories hereto represents and warrants that they are authorized by their respective organizations to enter into and execute this Lease and option, and that appropriate resolutions have been executed by each of their respective organizations empowering them to so act.

Signature of LESSEE: _____Date:_____

LESSOR Organization: *Houghton County Fair Association*

NOTES: The buildings open at 3 pm on Thursday. Vendors have the option to open between 3 pm & 6 pm, but booths shall be open by 6 pm. Food vendors menu and prices shall be displayed at their wagon or food booth when open for business.

Food Booths are responsible for checking with fair for exclusions.

No cigarette vapors, marijuana paraphernalia, CBD oil and knives to be sold. Family oriented items only.

IF YOU SUBMIT THIS FORM BY EMAIL – houghtoncountyfair@hotmail.com – CALL 906-482-6200 to verify that it has been received!

*****Items you are selling/handing out: Attach a list if necessary!** _____

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