


PACIFIC COUNTY FAIR CONCESSION SPACE USE AGREEMENT

THIS AGREEMENT is made and entered into this 15 day of June, 2023 by and between the **PACIFIC COUNTY FAIR**, hereinafter referred to as the “FAIR” and

Name of Business	The Yellow Deli South Bend, LLC
Address	PO Box 151
	Raymond, WA 98577
Phone No.	360-593-3161
Tax ID No.	32-0307166
Representative Name & Email	Ian Thiessen ithiessen@cwmw.net
Hereinafter referred to as the “LESSEE”	



The FAIR, in consideration of the sum of **\$150 as a rental fee, plus 10% of total sales after sales tax** and other considerations hereinafter leases to the LESSEE the following described space:

SPACE: FOOD CONCESSION: C RV Pad

DESCRIPTION OF PRODUCT: Hot sandwiches, cold apple cider, packaged baked goods and deserts.

During the period of: August 23-26, 2023

User is limited to conducting and operating such a business and selling such articles as set forth below:

THE FAIR SHALL

1. Permit the LESSEE to occupy the above-referenced space two days preceding the start of the Fair to prepare space, buildings or erect temporary structures which LESSEE may use during the Fair. All permanent structures will become property of the FAIR. LESSEE shall have the right to occupancy of the leased space for the period above noted as long as the rules of the FAIR are abided by. LESSEE shall remain open until closing of the Fair and all temporary decorations must remain in place until the close of the Fair that year.

2. Permit LESSEE to display, demonstrate, sell or operate their products within the limits of their space only.
3. Assure access by the LESSEE to the premises at all times during the Fair hours.
4. Assign space(s) to LESSEE as the FAIR deems appropriate with consideration given to specific requests made by the LESSEE. Use reasonable safeguards against fire, theft, water or storm.
5. Have a lien upon all property of LESSEE'S that is stored, used or located upon the leased space, or elsewhere upon the Fairgrounds, for any unpaid rentals and for all damages sustained by the breach of this contract or otherwise caused by the LESSEE. The FAIR shall have the right to retain such property or any part of it without process of law, and may appropriate any such as its own to satisfy any such claim.

THE LESSEE SHALL

1. Pay 100% of the total rental fee upon signing of the contract. Checks must be payable to the PACIFIC COUNTY FAIR.
2. **The 10% of total sales after sales tax must be paid in full at the close of the Fair and prior to removing any of LESSEE's property from the Fair, unless prior arrangements have been made with the Fair Manager.**
3. Have its goods in place solely within its leased space. Property attendants must be present at the LESSEE'S leased space ready to commence business before the Fair begins each day. LESSEE must be open during all hours the Fair is open.
4. Purchase a minimum of one, four (4) day pass from the Fair Office before the opening day of the Fair.
5. Not use or have on the Fairgrounds any sound producing device without approval of the FAIR.
6. Agree to decorate leased space, furnish booth signs and to provide all extra carpentry work and material used. LESSEE must keep leased spaces neat and orderly at all times. LESSEE and its help must be neat and tidy in their dress and fully clothed, including shoes.
7. Not sublet, subcontract, or assign any privilege or space without written consent of the FAIR.
8. Remove all temporary structures and other property from leased space within 48 hours after the closure of the Fair, or secure written permission from the FAIR for other arrangements. Failure to remove property within 48 hours following the closure of the fair, or per the written permission by the Fair, will be forfeited to the FAIR. Temporary structures or forfeited property may be disposed of and the cost, including labor and disposal fees, will be billed to the LESSEE, all as determined by the Fair Manager.

9. Keep all activities and advertising matters within the space leased. LESSEE shall place no advertising on the outside of permanent buildings.
10. Post in a conspicuous place a placard, plainly printed, showing menus and prices of all foods sold.
11. User shall ensure that all drinks are served in paper containers.
12. **User shall not store perishable food items at the Fairgrounds prior to the Fair.**
13. LESSEE will obtain a **Temporary Food Service License** from the Pacific County Department of Community Development. This is the responsibility of the LESSEE. Failure to have said license will result in a late fee to be charged by said department and possible shut down of booth, should LESSEE fail to obtain said License. Attached to this Agreement is the Temporary Food Service License Application. All inquiries regarding fees and requirements should be directed to Department of Community Development at 360-875-9356 or (360) 642-9356. Office Hours are Monday through Thursday 7:30 AM to 12:30 PM and closed Fridays.

LESSEE shall also ensure that at least one person with a valid food worker's card is present in the food booth at all times for the duration of the Fair. Food handler card(s) must be available for the Pacific County Department of Community Development's Food Inspector to check during a food inspection. (Chapter 246-217 WAC). Inquiries for obtaining a food handler's card can be made to the Department of Community Development at 360-875-9356 or 360-642-9356 or via their webpage at <http://www.co.pacific.wa.us/dcd/index.htm>.

The Food Inspector will be visiting the Fairgrounds throughout the week of Fair. All rules and guidelines of this department will be strictly adhered to and the Inspector's decision is final and will be upheld by Fair Staff. The FAIR will not refund LESSEE's fees should the health/food inspector limit sales for noncompliance.

14. Abide by all terms of this contract and rules of the FAIR. If the LESSEE fails to comply with this provision, the FAIR may cancel this Agreement without reimbursement.
15. Perform no electrical wiring on the Fairgrounds without the permission of the FAIR. Electrical work permitted by the FAIR must be done under the supervision of an electrician appointed by the FAIR.
16. In accepting this Agreement, the LESSEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the LESSEE or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the LESSEE, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy

any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

17. The LESSEE shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The LESSEE must name the PACIFIC COUNTY, PO Box 6, South Bend, WA 98586 as an additional insured. The LESSEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that LESSEE's liability insurance policy shall so state. The LESSEE shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

LESSEE

Concessionaire

PACIFIC COUNTY

By:

CONTRACTS MUST BE SIGNED AND RETURNED WITH PAYMENT AND INSURANCE AS SOON AS POSSIBLE. HOWEVER, IT MUST BE NO LATER THAN JULY 10, 2023, IN ORDER TO CONFIRM AND HOLD THE DESIRED SPACE.

Please make checks payable to: THE PACIFIC COUNTY FAIR

Mail Contract and payments to:

Pacific County Fair
PO Box 142
Menlo, WA 98561
Phone: 360-942-3713
Fax: 360-942-3577
Email: dgraves@co.pacific.wa.us



SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT		
Receipt No.	12167	
Booth Rental Fee Paid	\$ 150	
Fair Wristband (\$10 per wristband)	\$ 100	10 # of wristbands
Parking Pass (\$25 for duration of Fair)	\$ 0	
RV Camping Pass (\$125 for duration of Fair)	\$ 0	Up to 7 of days
Total Paid	\$ 250	
Booth Number	#3 -RV Pad	