

24<sup>rd</sup> ANNUAL MISSISSIPPI COAST COLISEUM  
 SUMMER FAIR  
 JUNE 10-20, 2010, BILOXI, MS  
 228-594-3700

Lease Contract for Commercial Vendor Space

**A NON-REFUNDABLE DEPOSIT OF \$100.00 WILL BE ACCEPTED UP UNTIL APRIL 30TH, 2010. FULL PAYMENT MUST BE RECEIVED BY May 1st, 2010. FAX ACCEPTED WITH VISA OR MASTER CARD PAYMENT up until three weeks prior to event.**

NAME: \_\_\_\_\_  
 VENDOR/COMPANY NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

Mark appropriate category for your booth. All booth spaces are 12' x 12' and the space is strictly enforced. You may rent additional space by indicating below and changing the rental fee accordingly. (you can buy half space also, with the rental of the initial space) Also check other services required. **Your payment must include all services requested.**

MERCHANDISE BOOTH:	\$ 375.00	\$ _____
ELECTRICITY: (must be preordered)		
20 amp, 120 volt 1 phase	\$ 40.00	\$ _____
30 amp, 208 volt 3 phase	\$ 50.00	\$ _____
60 amp, 208 volt 3 phase	\$ 80.00	\$ _____
100 amp, 208 volt 3 phase	\$ 120.00	\$ _____
200 amp, 208 volt 3 phase	\$ 220.00	\$ _____
note: extension cords are not provided		
TOTAL ENCLOSED		\$ _____

Deadline for registration forms with full payment is May 1, 2010. **ABSOLUTELY NO CHECKS WILL BE ACCEPTED AFTER MAY 15th - ONLY CASH OR MONEY ORDERS.**

**LIST ALL ITEMS TO BE SOLD FROM YOUR BOOTH:** ( you cannot sell anything which has not been pre-approved) \_\_\_\_\_

**PLEASE INDICATE THE PHYSICAL NATURE OF YOUR BOOTH:** (tent, camper and size, tables only, etc) Please render a drawing of what your booth/equipment looks like and especially showing the service side and in case of vehicles, the hitch placement and size. You are only guaranteed to have service from one side. \_\_\_\_\_

Subject to the terms and conditions listed, and made a part of this lease, the undersigned, as **VENDOR** hereby leases booth space from the MS COAST COLISEUM SUMMER FAIR, the **FAIR**.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**VENDOR NAME:** \_\_\_\_\_ (please print)

**VENDOR SIGNATURE:** \_\_\_\_\_

**FAIR VENDOR MANAGER:** \_\_\_\_\_

Paula K. April

Complete Pages 1 and 2 and send with appropriate payment to

MISSISSIPPI COAST COLISEUM AND CONVENTION CENTER  
P.O. Box 4676  
Biloxi, MS 39535  
(228) 594-3700

Make check or money order payable to MS Coast Coliseum Commission and return with signed lease by May 1, 2010. Positively no checks will be accepted after May 15th, 2010. Only cash will accepted.

Visa/Mastercard are also accepted (up until May 15th only):

Card # \_\_\_\_\_

Exp. Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Applications with credit card payment may be faxed  
228-594-3812

Retain Page 3 and 4 for your personal records

Once your application has been approved, you will be mailed back a signed copy of Page 1 and 2.

## CONDITIONS OF LEASE

Whereas Lessor, MS COAST COLISEUM SUMMER FAIR, hereinafter referred to as the "FAIR" operates the MS COAST COLISEUM SUMMER FAIR at the Mississippi Coast Coliseum, Biloxi, MS and WHEREAS the Lessee, hereinafter referred to as the "VENDOR", desires to rent space on the grounds upon which to operate a display/exhibit

NOW, THEREFORE, FAIR and VENDOR in consideration of the mutual undertakings contained herein, and intending to be legally bound, do hereby agree as follows:

### 1. APPLICATION APPROVAL

VENDOR agrees that this application is subject to approval and acceptance by the Board of Directors and the terms of which shall not constitute an agreement for the lease of commercial exhibit space until approval and acceptance by the Board.

### 2. CONSIDERATION

In consideration of its agreement to rent said space to VENDOR, VENDOR agrees to pay rental in full to FAIR upon the execution of this lease. FAIR agrees to return any and all money paid hereunder is, other than as a result of an act of God, or common disaster or other factors or conditions beyond the FAIR'S control the fair is not held. The FAIR will be held 'RAIN OF SHINE'.

### 3. LOCATION

Booths will be located under a covered walkway adjacent to the Coliseum, and on other sites on the grounds as determined by the FAIR. While all consideration will be made to provide specific requests for space, the FAIR cannot guarantee specific locations.

### 4. EQUIPMENT PROVIDED

VENDOR must bring all necessary booth materials, including tables, chairs, tablecloths, booth covering, signs, etc. Outside areas are open and susceptible to rain.

### 5. PERIOD COVERED

VENDOR shall be allowed to set up its assigned rented space between 2:00 pm and 5:00 pm Wednesday, June 9th, 2010 and between 8:00 am and 2:00 pm on Thursday, June 10th, 2010. And MUST BE SET UP AND OPERATIONAL no later than 5:00 pm the same day. VENDOR shall be required to vacate its space not later than midnight June 20th. The FAIR reserves the right to resell any space not occupied by 1:00 pm June 10th, and the VENDOR SHALL FORFEIT to the FAIR all money paid.

### 6. HOURS OF OPERATION

VENDOR shall be required to be in FULL OPERATION during all hours that the booth area is open to the public. Fridays 5:30 pm - midnight; Saturdays 10:30 am - 11:00 pm; Sundays 10:30 am-10:00 pm; all Weekdays 5:30 pm - 10:00 pm. Hours are subject to change.

### 7. DELIVERIES

Deliveries onto the grounds will be only by properly permitted vehicles through Gate 2 on Beauvoir Road. Vehicles will not be allowed on the grounds during hours open to public.

### 8. LICENSES AND PERMITS

VENDOR agrees to procure at its expense all necessary state, county, and municipal licenses that are required for its possession or use of the space rented hereunder. Food operations will fall under the jurisdiction of the Board of Health. An inspection will be held and a permit issued by that office. Further inspections for the quality of food operations may be made by the office. The responsibility for proper food service is that of the VENDOR. It is the responsibility of the VENDOR to be knowledgeable of information regarding proper food preparation and handling, and equipment necessary to pass inspection. The fee required for health inspection will be paid by the VENDOR. NO REFUNDS WILL BE MADE TO ANY VENDOR WHO FAILS TO ACQUIRE THE NECESSARY LICENSES AND PERMITS.

### 9. INSPECTIONS

The FAIR reserves the right to inspect any food concession AT ANY TIME WITHOUT NOTICE AND WITHOUT SEEKING CONSENT, for determining compliance with the provisions of this lease.

### 10. TRASH AND LITTER VENDOR

The VENDOR shall be required to maintain its site free of all garbage and litter.

### 11. SPACE CONFINEMENT REQUIREMENT

It is specifically agreed and understood this lease is for the space specified, or such other space or booth as the FAIR may designate and that aisles, walkways, common areas, or other parts of the fair grounds are not considered a part of the lease area. Further VENDOR agrees that all personnel and property used in connection with the leased space will remain within the above specified leased space and will not enter, occupy, use or obstruct any walkways, aisles, common ways or other parts of the fair grounds.

### 12. RIGHT TO FINAL SPACE ASSIGNMENT

The FAIR reserves the right to make final space assignments to assure the interest of the FAIR are best served. If at any time in the opinion of the FAIR management, said concession or the VENDOR is found to be detrimental to the interest of the FAIR, the concession or the VENDOR shall remove or relocate on demand and at the discretion of the FAIR management at the expense of the FAIR.

### 13. FAILURE OF VENDOR TO USE SPACE

If VENDOR does not actually use the leased space, it is agreed that no portion of the rental already paid will be returned.

### 14. SECURITY

FAIR will provide 24-hour security, beginning 6:00 PM Wednesday, June 9<sup>th</sup>. The FESTIVAL does not accept any responsibility for any merchandise and/or VENDOR'S property. It is the responsibility of the VENDOR to make sure his/her equipment, merchandise and other personal belongings are completely covered and secured.

### 15. LIMITATIONS

The use of the leased space for anything other than a food or merchandise concession is prohibited. VENDOR is prohibited from selling items FAIR considers obscene or damaging to fair. VENDORS ARE PROHIBITED FROM SELLING ANY ITEM REFERRING (IN WORDS OR DESIGN

ELEMENTS) TO THE MISSISSIPPI COAST COLISEUM SUMMER FAIR AND MUSIC FESTIVAL, OR ANY PART THEREOF, OR THE MISSISSIPPI COAST COLISEUM, WITHOUT THE EXPRESS PERMISSION AND CONSENT OF THE MISSISSIPPI COAST COLISEUM. **Vendors** are prohibited from selling any and all smoking paraphernalia unless licensed to sell tobacco and tobacco related items in MS.

16. **SUB-LEASE FORBIDDEN**

**VENDOR** agrees that it will not submit or assign the above specified space or booth. It is further agreed that two or more firms may not occupy or use the same space.

17. **PASSES**

TWO passes shall be provided to the **VENDOR** according to the pass policy of the **FAIR**. Additional passes may be purchased AT \$5.00 EACH.

18. **INSURANCE**

The Mississippi Coast Coliseum Commission shall secure adequate product liability coverage for each **VENDOR**; that coverage to be in the name of the **VENDOR** with the MS Coast Coliseum Commission named as additional insured.

19. **INDEMNIFICATION**

**VENDOR** agrees to hold the **FAIR** and the MS COAST COLISEUM COMMISSION and their officers, directors, employees and agents harmless, and to indemnify them from any claims, actions, suits or demands, which result or arise out of the **FAIR'S** or the **VENDOR'S** ownership, maintenance or use of the fair grounds or the space described in this lease. Further, **VENDOR** covenants and agrees that it will make no claims and assert no actions against the **FAIR** or the MS COAST COLISEUM COMMISSION and their officers, directors, employees and agents for bodily injury to any person, or the death thereof, or for injury or theft, destruction of property belonging to the **VENDOR** or of others where such injury, death, theft or destruction arises out of its ownership, use or maintenance of the fair grounds or the leased space described in this lease.

20. **LIMITATION OF LIABILITY**

It is agreed that the liability of **FAIR** for any damages arising out of failure to furnish the space provided is limited to the return of such money paid as liquidated damages.

21. **RIGHT TO CLOSE FOR VIOLATIONS**

For the violation of the terms of this lease, the **FAIR** shall have the right to declare this contract VOID, and close the concession without recourse.

22. **NON-WAIVER OR PROVISIONS**

The failure of the **FAIR** to insist, in any one or more instances, upon the strict performance of the covenants of the lease or to exercise any option contained herein, shall not be construed as a waiver or the relinquishment of such covenant or option in the future, but the same shall continue and remain in full force and effect. The receipt by **FAIR** of rent shall with knowledge of any breach of any covenant hereinafter be deemed a waiver of such breach and no waiver by the **FAIR** of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the **FAIR**.

23. **VENDOR TO PAY COST OF COLLECTIONS**

**VENDOR** agrees to pay the **FAIR** all expenses which it incurs in connection with the collection of any sum due hereunder, including reasonable attorney's fees.

24. **LIEN CREATED FOR MONEY OWED**

**FAIR** shall have the right to retain all property belonging to **VENDOR** which is brought onto the **FAIR** grounds in order to secure the payment of all money due. Further **FAIR** agrees that the **FAIR** may sell or otherwise dispose, either at public or private proceedings without notice to **VENDOR**, any such property for the purpose of satisfying any indebtedness due.

25. **NO AGREEMENTS OTHER THAN CONTAINED HEREIN**

No understanding or agreement exists except that which is specified in this lease and that it cannot be cancelled except by mutual agreement, executed in writing.

26. **CANCELLATION**

This lease is subject to cancellation without further notice and without refund if total payment is not received in full on or before the due date. The **FAIR** reserves the right to reassign the above space at its sole discretion. The **VENDOR** shall have the right to cancel this lease by 5:00 pm on May 10, 2010, and receive all monies paid up to that time. (except any non-refundable deposit made in advance). Cancellation after this time, will result in loss of all monies paid.