



Grant County Fairgrounds
3953 Airway Dr NE
Moses Lake WA 98837-1029
(509) 765-3581 Fax: (509) 766-7940
www.gcfairgrounds.com
grantcountyfairgrounds@co.grant.wa.us

Concessions Contract for: _____ (Event Name)

THIS is a LICENSE TO USE agreement made this _____ day of _____, 2020 by and between **Grant County** (hereinafter “**COUNTY**”), a third-class county, duly organized and operating under and by virtue of the Constitution and the laws of the State of Washington, and _____ (hereinafter “**LICENSEE**”), pursuant to the following terms and conditions:

1. **PURPOSE.** The Licensed premises/space shall be used by LICENSEE for the purpose of operating a Food Concession Stand. The concession space shall be used only for the purpose of selling food products. It is anticipated that LICENSEE will price all items for sale at a reasonable and competitive price. Prices shall be conspicuously posted by the LICENSEE in large, legible print.

2. **TERM.** The agreement term shall commence at _____, 2020 through _____, 2020.

3. **RENT.** The rental rate for the premises/space shall be **20% of the gross concession sales after taxes (15% with Valid Non-Profit status), with payment to be made five (5) days after the License to Use end date, the same to be submitted to the Fairgrounds Office.** LICENSEE, at LICENSEE’s option may pay the rental rate on a daily basis during the term of this License to Use. **PROVIDED: All Mobile Food Vendors, whether commercial or non-profit, must operate with a working cash register. To assure that you are eligible to provide concessions at future events, daily reports shall include a Z tape from the register, with such Z tapes to be submitted to the Fairgrounds Office within 5 (five) days after the close of the event. COUNTY, and/or its designee, specifically retains the right to (1) audit all Z tapes and (2) audit the vendor’s register for the purpose of reconciling Z tape submissions.**

4. **ALCOHOL SALES PROHIBITED/GOVERNED.** LICENSEE shall not, at any time, permit either the sale or use of alcoholic beverages within or about the concession space without proper licensing/permitting and express permission of fairgrounds management.

5. **UTILITIES.** COUNTY shall furnish electricity, water, and garbage service. However, COUNTY may restrict the amount of electrical utility services according to the capability of the existing facilities.

6. **PROPERTY CONDITION.** At the time of termination of this agreement, LICENSEE shall return the premises/space and/or facilities used by LICENSEE to COUNTY in as good a condition as the same was at the time LICENSEE took possession hereunder, reasonable wear and tear due to reasonable use and occupancy in conformance with the provisions of this agreement, excepted. If COUNTY is required to perform any cleaning services of the

premises/space, LICENSEE shall be liable for all such expenses and costs, with such expenses and costs to be paid (in full) by LICENSEE to COUNTY within (10) ten days of a demand for payment. LICENSEE shall deposit garbage and refuse in any pick-up station as provided by the COUNTY. *No Political signage may be placed on the property.*

7. LICENSEE EQUIPMENT/PERSONAL PROPERTY. Any of LICENSEE's equipment or personal property not removed by LICENSEE, at LICENSEE's expense, within (14) fourteen days after expiration of this agreement, shall be considered abandoned by LICENSEE and may be appropriated, sold, destroyed, or otherwise disposed of by COUNTY without notice to LICENSEE and without obligation to account therefore; and LICENSEE shall pay COUNTY, on demand, all costs and expenses incurred by COUNTY in removing, storing, or disposing of any of LICENSEE's equipment or personal property. LICENSEE shall immediately repair at LICENSEE's expense all damage to the premises/space caused by any removal of LICENSEE's equipment or personal property therefrom, whether affected by LICENSEE or by any other person. COUNTY shall not be responsible for any loss or damage to LICENSEE's equipment or personal property.

8. COMPLIANCE. At all times material herein, LICENSEE shall comply with all Federal and State laws, rules, and regulations of any agency controlling the business of the LICENSEE, including all health laws and regulations. All buildings, booths, and/or spaces licensed to use from COUNTY must be reasonably accessible to patrons with disabilities.

9. INDEMNIFICATION. LICENSEE shall indemnify the COUNTY from and against any and all claims, demands, causes of action, suites, or judgments including but not limited to, any claims of insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal agency, health care provider, or governmental taxation agency, (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the premises/space by LICENSEE, its agents, servants, employees, or invitees caused by LICENSEE's negligence. In the event of any claims made or suits filed, LICENSEE shall give COUNTY prompt written notice thereof and COUNTY shall have the right to defend or settle the same to the extent of its interest hereunder.

10. INSURANCE. If LICENSEE is in the business of food and/or beverage sales, LICENSEE shall procure and maintain in force, without cost or expense to COUNTY, on or before the commencement date of this agreement and throughout the agreement term or as long as LICENSEE remains in possession of the premises/space, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the premises/space with liability limits of not less than \$1,000,000, per occurrence. Grant County shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be canceled or modified for any reason without fifteen (15) days prior written notice to Grant County. LICENSEE shall provide COUNTY with a certificate or certificates of such insurance within ten (10) days of the execution of this License to Use and/or three weeks prior to taking possession of the premises/space, whichever should be greater.

11. ASSIGNMENT. LICENSEE shall not assign, convey, or transfer this agreement or any interest herein, without the prior written consent of COUNTY.

12. LEGAL RELATIONSHIP. No partnership, joint venture or joint undertaking shall be construed from this agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants, and conditions to be observed and performed by either parties hereto shall be joint and several if entered into by more than one person. Unless otherwise specifically provided herein, no third party is intended to be benefitted by this agreement.

13. APPLICABLE LAW/VENUE. This agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this agreement shall be laid in Grant County.

NOTICE

ALL CONCESSIONAIRES MUST HAVE A WASHINGTON STATE UBI TAX NUMBER TO SELL ITEMS ON THE GRANT COUNTY FAIRGROUNDS. Contact the Washington State Department of Revenue, PO Box 1619, Bothell, WA 98041-1619 or 866-248-1287 or 425-489-1715; Fax is 425-489-1740. Exhibitor is responsible for all applicable taxes.

**COUNTY, DIRECTOR
GRANT COUNTY FAIRGROUNDS**

DATE

LICENSEE, CONCESSIONAIRE

DATE

LICENSEE CONTACT INFORMATION

Address: _____

Phone #: _____
Email: _____
UBI #: _____

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