

# MS COAST COLISEUM CRAWFISH FESTIVAL

APRIL 15,16,17,18,2010

APRIL 22,23,24,25,2010

BILOXI, MISSISSIPPI

228-594-3700

Lease Contract for Vendor/Concession Space

**A NON-REFUNDABLE DEPOSIT OF \$200.00 WILL BE ACCEPTED UP UNTIL FEBRUARY 26TH (AND THE BALANCE MUST BE PAID BY MARCH 15TH). AFTER FEBRUARY 26TH ONLY FULL PAYMENTS WILL BE ACCEPTED. FAX NOT ACCEPTED (unless with credit card).**

Name: \_\_\_\_\_

Concession/Company Name \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Mark appropriate category of your 12' x 12' booth. If you need more space, please mark how many booth spaces you want. (The booth space is strictly enforced). After the 1st space, you can buy spaces in half-space increments. Also check other services required. Your final payment **must** include all services requested. Product liability insurance is included.

<b>MERCHANDISE BOOTH - (both dates):</b>	\$500.00	_____
<b>MERCHANDISE BOOTH - (one date only):</b>	\$350.00	_____
<b>FOOD BOOTH - (both dates):</b>	\$800.00	_____
<b>FOOD BOOTH - (one date only)</b>	\$500.00	_____
<b>8-FT TABLE - (each date)</b>	\$ 18.00	_____
<b>*ELECTRICITY (add 1/2 fee for both weekends)</b>		
_____ 20 amp, 120 volt 1 phase	\$ 40.00	_____
_____ 30 amp, 208 volt single	3 _____ phase	\$ 50.00 _____
_____ 60 amp, 208 volt single	3 _____ phase	\$ 80.00 _____
_____ 100 amp, 208 volt aingle	3 _____ phase	\$120.00 _____
_____ 200 amp, 208 volt single	3 _____ phase	\$220.00 _____
note: extension cords and water hoses are not included		
<b>TOTAL ENCLOSED:</b>		\$ _____

\* electricity must be ordered with initial application.

LIST ALL ITEMS TO BE SOLD FROM YOUR BOOTH( you cannot sell any item which is not listed here-no beverages): \_\_\_\_\_

PLEASE INDICATE THE PHYSICAL NATURE OF YOUR BOOTH: (TENT, CAMPER AND SIZE, TRAILER INCLUDING HITCH AND SIZE, TABLES ONLY, ETC)(IF USING A TRAILER, CAMPER, ETC. PLEASE INDICATE WHICH SIDE IS USED FOR SERVING PUBLIC) Please draw a diagram if appropriate \_\_\_\_\_

MCCC will not be responsible if the space given you is not the right size; as the space assigned will be based on the information listed above. Therefore it is critical and vital that you clearly define the size and scope of your trailer/tent/etc. You will only be able to serve from one side of your equipment. Make sure you indicate your preference.

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, the FESTIVAL.

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

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

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

**FESTIVAL 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. **Note: If you are sending a deposit only, the full balance is due March 15, 2010 or all space will be released and deposit forfeited.** Positively no checks will be accepted after March 10, 2010. Only cash/money order will be accepted.

**Visa/Mastercard are only accepted up to February 26<sup>h</sup>, 2010:**

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 a signed copy of Page 1 and 2.

Whereas Lessor, MS COAST COLISEUM CRAWFISH FESTIVAL, hereinafter referred to as the "FESTIVAL" operates the MS COAST COLISEUM CRAWFISH FESTIVAL at the Mississippi Coast Coliseum, Biloxi, MS and WHEREAS the Lessee, the above named Vendor, hereinafter referred to as the "VENDOR", desires to rent space on the grounds upon which to operate a concession;

NOW, THEREFORE, FESTIVAL 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 FESTIVAL and the terms of which shall not constitute an agreement for the lease of commercial exhibit space until approval and acceptance by the FESTIVAL.

#### **2. CONSIDERATION**

In consideration of its agreement to rent said space to VENDOR, VENDOR agrees to pay rental in-full to FESTIVAL as per the conditions stated on this lease. FESTIVAL agrees to return all money paid if, other than as a result of an act of God, or other common disaster or other factors or conditions beyond the FESTIVAL'S control the festival is not held. FESTIVAL will be held "RAIN OR SHINE". All booths will be outside on the Coliseum grounds. Lighting will be provided on grounds.

#### **3. PERIOD COVERED**

VENDOR shall be allowed to set up its assigned rented space BETWEEN 2:00 PM-5:00 PM on Wednesday, April 14, 2010, 9:00 AM - 2:00 PM on Thursday, April 15, 2010 and BETWEEN 8:00 AM - noon on Friday, April 16, 2010, and MUST BE SET UP AND OPERATIONAL no later than 2:00 PM the same day. VENDOR shall be required to vacate its space not later than midnight (12 AM) April 18, 2010 if staying for the 1<sup>st</sup> weekend only. The FESTIVAL reserves the right to resell any space not occupied by noon April 15, 2010, and the VENDOR shall forfeit to the FESTIVAL all money paid. The corresponding dates will apply for the second week. Those vendors staying for 2 weeks must leave their booth equipment on site between the dates.

#### **4. HOURS OF OPERATION**

VENDOR shall be required to be in FULL OPERATION during all hours that the booth area is open to the public. Those hours of the booth area are: 5 PM - 10:30 PM both Thursdays, 5:00 PM - 10:30 PM both Fridays, 11 AM - 11 PM both Saturdays, and 11 AM - 6 PM both Sundays. Hours of operation are subject to change at the discretion of FESTIVAL management without prior notice.

#### **5. DELIVERIES**

Deliveries onto the grounds will be permitted only by properly permitted vehicles through Gate 2 on Beauvoir Road.

#### **6. LICENSES AND PERMITS**

VENDOR agrees to procure at its expense all necessary state, county, and municipal licenses which 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 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.

#### **7. INSPECTIONS**

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

#### **8. TRASH AND LITTER**

Dumpsters will be provided by the FESTIVAL. VENDOR will be required to place trash in dumpster. VENDOR shall be required to maintain its site free of all garbage and litter.

#### **9. SPACE CONFINEMENT REQUIREMENT**

It is specifically agreed and understood this lease is for the space specified, or such other space or booth as the FESTIVAL may designate and that aisles, walkways, common areas, or other parts of the festival 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 festival grounds.

#### **10. RIGHT TO FINAL SPACE ASSIGNMENT**

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

#### **11. 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.

#### **12. SECURITY**

FESTIVAL will provide 24-hour security, beginning 6:00 PM Wednesday, April 14, 2010. 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 or removed from site if they so desire.

### **13. EQUIPMENT PROVIDED**

The FESTIVAL will provide space only. All other necessary equipment must be provided by the VENDOR, including booth coverings. Booths will be located on grass and asphalt. An outlet for fresh water will be provided on the festival grounds. If electricity is necessary, please pre order as prescribed above.

### **14. LIMITATIONS**

The use of the leased space for anything other than a food or merchandise concession is prohibited. FESTIVAL HAS EXCLUSIVE RIGHTS TO ALL BEVERAGE AND CRAWFISH SALES. VENDOR may not sell or giveaway any type of beverages whatsoever. VENDOR is prohibited from selling items FESTIVAL considers obscene or damaging to festival, FROM SELLING ANY ITEM REFERRING (IN WORDS OR DESIGN ELEMENTS) TO THE MISSISSIPPI COAST COLISEUM CRAWFISH FESTIVAL, OR ANY PART THEREOF, OR THE MISSISSIPPI COAST COLISEUM, WITHOUT THE EXPRESS PERMISSION AND CONSENT OF THE MISSISSIPPI COAST COLISEUM, and from selling any and all smoking paraphernalia unless licensed to sell tobacco such items in Mississippi.

### **15. 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.

### **16. PASSES**

THREE passes shall be provided to the VENDOR according to the pass policy of the FESTIVAL.

### **17. INSURANCE**

The Mississippi Coast Coliseum Commission shall secure adequate product liability coverage for each vender; that coverage to be in the name of the vendor with the MS Coast Coliseum Commission named as additional insured. (there may be some exceptions and vendors will be notified.

### **18. INDEMNIFICATION**

VENDOR agrees to hold the FESTIVAL 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 FESTIVAL'S or the VENDOR'S ownership, maintenance or use of the festival 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 FESTIVAL 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 festival grounds or the leased space described in this lease.

### **19. LIMITATION OF LIABILITY**

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

### **20. RIGHT TO CLOSE FOR VIOLATIONS**

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

### **21. NON-WAIVER OR PROVISIONS**

The failure of the FESTIVAL 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 FESTIVAL of rent shall with knowledge of any breach of any covenant hereinafter be deemed a waiver of such breach and no waiver by the FESTIVAL of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the FESTIVAL.

### **22. VENDOR TO PAY COST OF COLLECTIONS**

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

### **23. LIEN CREATED FOR MONEY OWED**

FESTIVAL shall have the right to retain all property belonging to VENDOR that is brought onto the festival grounds in order to secure the payment of all sums of money due. Further VENDOR agrees that the FESTIVAL 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.

### **24. 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.

### **25. CANCELLATION**

This lease is subject to cancellation without further notice and without refund if total payment is not received in full by the due date. The FESTIVAL reserves the right to reassign the above space at its sole discretion. Once the full lease amount is paid, the VENDOR shall have the right to cancel this lease by 5:00 PM March 15, 2010, and receive all monies paid up to that time. Cancellation after this time, will result in loss of all monies paid.