Grant County Fairgrounds
3953 Airway Dr NE
Moses Lake WA 98837-1029
(509) 765-3581
www.gcfairgrounds.com
grantcountyfairgrounds@grantcountywa.gov

Concessionaire Name: _____

Event Name:_____ **Event Dates:**_____**CONS# 26-_____**

THIS LEASE is made this _____ day of _____, **2026** by and between **Grant County** (hereinafter "**LESSOR"**), 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 "**LESSEE**"), pursuant to the following terms and conditions:

1. PURPOSE. The leased premises/space shall be used by LESSEE 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 LESSEE will price all items for sale at a reasonable and competitive price. Prices shall be conspicuously posted by the LESSEE in large, legible print.

2. TERM. The lease term shall commence at **_____, 2026 through _____, 2026.**

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 lease end date, the same to be submitted to the Fairgrounds Office.** LESSEE, at LESSEE's option, may pay the rental rate on a daily basis during the term of this lease. PROVIDED: All Mobil Food Vendors, whether commercial or non-profit, must operate with a working cash register. 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. The Z tape must include full transaction detail including items purchased, totals for each item and corresponding tax. LESSOR, 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. A late fee of $25.00 per week will be assessed on all late payments. Commission will be paid on all revenue generated while on the Fairgrounds either through a permanent structure or temporary structure.

4. ALCOHOL SALES PROHIBITED/GOVERNED. LESSEE shall not, at any time, permit either the sale or use of alcoholic beverages within or around the concession space. Arrangements can be made through the LESSOR to provide alcohol service for an event.

5. PROPERTY CONDITION. At the time of termination of this lease, LESSEE shall return the premises/space and/or facilities used by LESSEE to LESSOR in as good a condition as the same was at the time LESSEE took possession hereunder, reasonable wear and tear due to reasonable use and occupancy in conformance with the provisions of this lease excepted. If LESSOR is required to perform any cleaning services of the premises/space, LESSEE shall be liable for all such expenses and costs, with such expenses and costs to be paid (in full) by LESSEE to LESSOR within (10) ten days of a demand for payment. LESSEE shall deposit garbage and refuse in any pick-up station as provided by the LESSOR.
LESSEE shall supply their own supplies for the operation of their concessions including paper towels, garbage can liners, hand soap, dish soap, etc. LESSOR shall maintain garbage cans outside the LESSEE concessions area.

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

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

8. INDEMNIFICATION. LESSEE shall indemnify the LESSOR 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 LESSEE, its agents, servants, employees, or invitees caused by LESSEE's negligence. In the event of any claims made or suits filed, LESSEE shall give LESSOR prompt written notice thereof and LESSOR shall have the right to defend or settle the same to the extent of its interest hereunder.

9. INSURANCE. If LESSEE is in the business of food and/or beverage sales, LESSEE shall procure and maintain in force, without cost or expense to LESSOR, on or before the commencement date of this lease and throughout the lease term or as long as LESSEE

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 names 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. LESSEE shall provide LESSOR with a certificate or certificates of such insurance within ten (10) days of the execution of this lease and/or three weeks prior to taking possession of the premises/space, whichever should be greater.

10. ASSIGNMENT. LESSEE shall not assign, convey, or transfer this lease or any interest herein, without the prior written consent of LESSOR.

11. LEGAL RELATIONSHIP. No partnership, joint venture or joint undertaking shall be construed from this lease, 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 lease.

12. APPLICABLE LAW/VENUE. This lease shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this lease 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 lease shall be laid in Grant County.

13. APPROPRIATE BEHAVIOUR. LESSEE shall treat all Fairgrounds Staff with respect. In any situation where the LESSEE acts in an unprofessional manner a written complaint may be written to the Grant County Board of Commissioners. After discussion with the complainant and LESSEE the Board of County Commissioners may decide to terminate this agreement immediately.

14. TERMINATION. This agreement may be terminated by either party, in writing, with 30 days' notice if either party does not adhere to the terms of this agreement.

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. The concessionaire is responsible for all applicable taxes.

_____ _____

LESSOR PRINT/SIGNATURE **DATE**
GRANT COUNTY FAIRGROUNDS

_____ _____

LESSEE PRINT/SIGNATURE **DATE**
CONSESSIONAIRE

LESSEE CONTACT INFORMATION:

Name (Printed): _____

Address: _____

_____

Phone #: _____

Email: _____

UBI #: _____

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jcmckiernan@grantcountywa.gov