

THE REISTERSTOWN FESTIVAL Lease for Booth/Display Space

THIS LEASE, Made this _____ day of _____, 2010, by and between
THE REISTERSTOWN FESTIVAL, hereinafter referred to as Lessor,
And Hereinafter referred to as Lessee.

WITNESSETH:

That for and in consideration of the sum of \$ _____, Lessor does hereby Lease unto the Lessee, and the Lessee does hereby take from the Lessor, all that space to be assigned and designated by Lessor known as Booth # _____, as more particularly identified on the attached diagram, for the period September 11th and 12th, 2010, subject to the following terms and conditions and Rules and Regulations, made a part hereof.

1. That the Lessee shall tender the entire amount of rental due upon execution hereof.
2. In the event of damages done to the booth space, determined upon conclusion of this Lease, regardless of fault, Lessee shall be responsible to reimburse Lessor for the cost of repair of the booth space.
3. Lease does not include provision by the Lessor to the Lessee of utilities.
4. The purpose of the Lease is to permit the Lessee to participate in The Reisterstown Festival. The Lessee may conduct business for which the subject Lease is made only during the hours that the Festival is open and approved by the Festival. Non-conforming use may result in removal of the violation or closure within Committee's discretion.
5. Lessee covenants that the nature of the business to be conducted is (**MUST FILL IN**):
6. Lessee agrees to be responsible for any claim for injury, loss, or damage relating to or arising from his occupancy of the herein leased Booth Space and his participation in the Festival, and in the event of any such claim will execute any document necessary to hold Lessor harmless in accordance with the terms hereof.
7. Lessee agrees to conform to all the rules and regulations of The Reisterstown Festival/Reisterstown Recreation Council, Baltimore County Maryland, and Baltimore County Department of Recreation and Parks in regard to the operation of his Booth Space.
8. In the event that Lessee shall fail or refuse to conform his conduct to the terms and conditions hereof, Lessor shall have reserved unto it the right by its agent, to cause to be closed the herein Booth Space and/or to assume the operation and control thereof as is in the best interest of The Reisterstown Festival/Reisterstown Recreation Council, without liability to the Lessor as a result of the exercise of such authority, and, without the necessity of resort to civil authority to enforce this provision, it being understood and agreed by the parties that the essence of the agreement is the orderly presentation and participation by the Lessee therein in The Reisterstown Festival/Reisterstown Recreation Council.

9. This Agreement shall not be construed to be a license or permission to the Lessee to use or display or otherwise sell any product containing the copyrighted Logo of The Reisterstown Festival/Reisterstown Recreation Council which the parties agree is the sole property of The Reisterstown Festival, and that any proceeds relating to the use and display of such are the property of The Reisterstown Festival/Reisterstown Recreation Council.
10. Lessee shall be responsible for obtaining any and every permit or license required by governmental authority relative to the Lessee's use and operation of the herein-leased booth; and, in addition, shall conform to the operation of the booth to applicable law.
11. Lessee agrees that at the conclusion of this Lease, he will leave the Booth Space herein demised in the condition in which it was delivered at the inception hereof, and that during the term hereof, the Lessee shall maintain the area and premises Leased in safe condition free of trash and debris, and will clear the area of trash and debris at the expiration of this Lease. All food vendors are responsible for the disposal of their grease, off site, not on park or school grounds, but away from the festival property. Failure to comply will result in a \$50.00 cleanup charge. Food vendors and Politicians/Political Organizations will be responsible to make a \$50.00 deposit refundable following the Festival to insure that their Booth Space and grounds has been cleaned as herein provided. The Committee will deduct any cleanup expense incurred from said \$50.00 and return the balance. There will be a \$100 fee charged if the Festival Committee has to remove any tents, etc. from the grounds that are not removed by either vendor or the company that put them up by 8:00 am Monday, Sept.13, 2010.
12. In the event of inclement weather, no vehicles will be permitted on unpaved areas. In addition, no vehicles will be permitted on the Festival grounds during Festival hours either day.

WITNESS:

THE REISTERSTOWN FESTIVAL

By: _____
(Lessor Witness)

BY: _____
Authorized Officer

By: _____
(Lessee Witness)

(Vendor Authorized signatory)