



COMMERCIAL BOOTH SPACE RENTAL AGREEMENT

This Agreement is not effective unless signed and accepted by all parties.

THIS AGREEMENT entered into on this _____ day of _____, 20____, by and between Mountain View Event Center (hereinafter "MEC") and:

(ENTITY/INDIVIDUAL NAME) _____,
(MAILING ADDRESS/) _____,
(PHONE NUMBER /EMAIL ADDRESS) _____,
(AUTHORIZED AGENT) _____,
(hereinafter referred to as "Vendor").

In consideration of the mutual covenants and agreements herein contained, MEC and Vendor agree as follows:

1. MEC hereby leases to Vendor the following designated vendor space: _____ located at or in the MEC (aka "MEC facility") commencing _____ and ending _____ (the "Rental Term"). Vendor agrees to pay MEC for the lease of said space, the sum of: \$ _____ and a security deposit of \$ _____. **Vendor space rent and security deposit must be paid in full upon signing of this Rental Agreement. The security deposit of \$ _____ will be refunded after inspection of vendor space and determination by MEC that Vendor has not damaged the vendor space or the MEC premises and has returned the same in the same condition as the designated vendor space was received.**
3. Vendor requires the following services (Note: this may increase the space rent and/or security deposit): _____
4. If permits and/or licenses are required by the State of Idaho, City of Pocatello, SE Idaho District Health Department, State Tax Commission or Bannock County. Vendor is solely responsible for obtaining all necessary permits and licenses before commencing business.
5. Vendor is responsible for collection of all sales tax, remitting the same to the State Tax Commission and filing all necessary tax reports.
6. Vendor may not modify or change the MEC facility electrical wiring and may not use generators to supply power for its booth. If electrical service in excess of that now installed is required it must be pre-approved in writing by MEC and all cost additional electrical service will be borne by the Vendor. Move in and Move out and erection and tear down of Vendor's booth, stand or display shall be the responsibility of the Vendor and subject to approval by MEC.
7. MEC reserves the right to decline and refuse any and all modifications to the facility and not such modifications shall be made without written approval by MEC. Vendor and its booth, stand or display must comply with the most recent versions of the National Electrical Code, Building Code and Life Safety Code adopted by the State of Idaho, City of Pocatello and/or Bannock County. If inspections or permits are required, Vendor shall be solely responsible for obtaining the same and all necessary inspections and permits shall be obtained before commencing business. Vendor reserves the right to reject any power source, service apparatus, device, appliance or consumption if it determines, in its sole discretion, that the same could create a hazardous condition or if such would be unduly burdensome, impractical, or uneconomical.

8. Vendor shall be responsible for covering all its employees with workers compensation coverage as required by the State or Idaho or by any other federal or state department with jurisdiction over Vendor.
9. Vendor agrees that only the following items will be sold or advertised for sale while using the Vendor space:

10. MEC reserves the right to inspect, monitor and prohibit the advertisement or sale of any items, services or material by Vendor on or near the vendor space.
11. Vendor must keep the vendor space in clean and safe condition and shall not encroach on or interfere with the use of other vendor space or the MEC facility in general.
12. It is agreed by Vendor that the amount and location of space provided is limited to that designated by MEC and MEC shall have the sole and exclusive right to change the location of the vendor space if it, in its sole discretion, deems it necessary for the safe and efficient operation of the MEC facility.
13. Vendor is strictly prohibited from altering or damaging the floors, walls, appliances or fixtures of the MEC facility. Do not tape, nail, drill, or do anything that would cause permanent damage or require significant cleaning or removal.
14. Vendor agrees that it shall be entirely responsible for the vendor space allotted to it under this Rental Agreement and shall be responsible for paying for all costs or repair or replacement of damage to the MEC facility in addition to the space rental and security.
15. A fire emergency lane of such dimension and location as required by MEC and/or local authorities shall be maintained at all times during Vendor's use of the vendor space. Vendor agrees to maintain the fire emergency lane free and clear of all obstructions during Vendor's use of the vendor space.
16. If Vendor terminates or cancels this Rental Agreement after it is executed by both parties, MEC shall retain the security deposit and space rent and Vendor agrees to forfeit the same UNLESS:
 - a. Written notice of termination and/or cancellation is received by MEC no less than fourteen (14) days prior to commencement of the Rental Term; and.
 - b. MEC has not incurred any expense to prepare for Vendor's occupancy of the vendor space before receipt of the notice of termination and/or cancellation.If the written notice of termination and/or cancellation is received by MEC more than fourteen (14) days before the Rental Term commences and MEC has incurred expenses to prepare for Vendor's occupancy of the vendor space then the space rent and security deposit shall be applied to pay for and reimburse MEC for such expenses and the remainder, if any, shall be refunded to Vendor.
17. Vendor acknowledges that it is not an agent or employee of MEC and shall not suggest directly or indirectly that it is an agent or employee or is affiliated with MEC in any way other than as a renter of space from MEC.
18. Vendor may not assign or sublease the vendor space or any right to use the vendor space to any person or entity not identified in this Agreement without the express written permission of MEC.
19. This agreement shall be governed and interpreted by the laws of the state of Idaho, and any litigation arising under or as a result of this agreement shall be instituted only in the District Court for the Sixth Judicial District of the State of Idaho in and for Bannock County.
20. In the event any provision or section of this Rental Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions or sections shall be nevertheless enforceable and shall be given their full effect.
21. This Rental Agreement supersedes and replaces all prior negotiations statements, writings and representations which shall have no further effect to modify or explain the terms of this Rental Agreement. All modifications, amendments, explanations, clarifications or changes to this Rental Agreement must be in writing executed by the authorized representatives of all parties to this Agreement.
22. Vendor bears the risk of all conditions or circumstances that could affect attendance of the teams, performers or other participants during the rental term and MEC shall not be required to refund the vendor space rent or security deposit under such circumstances.

23. Vendor agrees that MEC shall have no liability for damages to the business profits or business reputation or inventory or property from any cause and/or bodily injury or death to its owners, employees, agents, customers or any other person who may be on or near the vendor space. Vendor agrees to insure itself from liability, loss or damage during the rental term and Vendor agrees that its sole protection from and recourse for any liability or damages it might suffer during the rental term.
24. Vendor shall furnish MEC with a Certificate of Insurance naming Mountain View Event Center, the Pocatello-Chubbuck Auditorium District and the Grace Evangelical Lutheran Congregation of Pocatello, Idaho, Inc. as an additional insured in a general liability insurance policy providing coverage for bodily injury and property damage liability, with proof of such coverage and additional insured designation being provided to MEC before commencement of the Rental Term. Bodily injury and property damage liability limits shall be in the following amounts:

_____ \$1,000,000
 _____ \$2,000,000
 _____ \$5,000,000

RELEASE, HOLD HARMLESS, INDEMNITY AND DEFENSE AGREEMENT

Vendor agrees to release, defend, indemnify and hold harmless Mountain View Event Center, the Pocatello Chubbuck Auditorium District and the Grace Evangelical Lutheran Congregation of Pocatello, Idaho, Inc., its agents, employees and volunteers from and against any and all claims, actions and suits and all liabilities, losses, damages, costs, attorney fees and other expenses of every nature and character arising from the use of or presence at the Mountain View Event Center by Vendor, or by its agents, employees, volunteers, guests, attendees, spectators and/or invitees.

VENDOR _____

MOUNTAIN VIEW EVENT CENTER

By _____

By _____
 Its Authorized Representative

TITLE _____

 Address

Mountain View Event Center
 1567 Way to Grace
 Pocatello, Idaho 83201
 Phone: 208-235-7659

 Email

 Phone _____ Date