## FORT BRIDGER RENDEZVOUS ASSOCIATION PRIMITIVE COMMERCIAL TRADER/DEMO LEASE AGREEMENT

This agreement is made and entered into the date last affixed, by and between the Fort Bridger Rendezvous Association hereinafter referred to as F.B.R.A. 1967 North 950 West, Clinton, Utah 84015 and Primitive Commercial Trader/Demo name, address and phone number attached, hereinafter referred to as Trader/Demo.

## There is a Mandatory Traders Meeting Thursday or Friday at 7:00 p.m. at the Bandstand.

The Trader/Demo desires to lease exhibit space at the Fort Bridger Rendezvous subject to the conditions stated herein. It is expressly understood that space, space location is allocated at the sole and complete discretion of F.B.R.A. and that you are here by invitation of the FBRA. The parties agree as follows:

- 1. **Space Number:** F.B.R.A. leases to the Trader/Demo space no. \_\_\_\_\_ from the Thursday prior to the Tuesday following Labor Day, to coincide with the annual Fort Bridger Rendezvous.
  - A. Recognize one parking pass per space, free parking space is limited, and is first come first serve. Once lot is full, parking is available on the Hopkinson property for an additional fee of \$5.00. Additional camp or camper space is available on the Hopkinson property for an additional fee.
- 2. <u>Purpose:</u> The Trader/Demo shall use said space for the exhibition and sale of appropriate goods. Space shall also be used for primitive demonstration. All Trader/Demo shall comply with list of inappropriate items and reasonable requests made by the Trade Committee.
- 3. <u>Display Times:</u> No trading or open display to anyone prior to Friday at 8:00 a.m. and must be open for trading and display until Monday at 4:00 p.m. Gates are open to the public Friday 8:00 a.m. to Monday 4:00 p.m. The Trader/Demo agrees to have his/her space set-up and ready to rendezvous no later than 8:00 a.m. the Saturday prior to Labor Day. No vehicles allowed after Friday by 10:00 pm. Vehicles may not enter the site until 4: 00 p.m. on Monday, Labor Day. All structures and displays must be down and off site by 12:00 noon the Tuesday following Labor Day.
- 4. **Rent:** The Trader/Demo shall pay to F.B.R.A. the agreed rental of space at the time of application. Due January 1<sup>st</sup> of each year. Application received after January 1<sup>st</sup> will be on a first come first serve basis. Request for refund must be made by August 1<sup>st</sup>, and will be given only if F.B.R.A. is able to fill the cancelled space.
- 5. **F.B.R.A. Access:** F.B.R.A. and its agents or assigns shall have access to the described space and premises at all times.
- 6. <u>Location:</u> F.B.R.A. reserves the right to locate any Trader/Demo where it is in the best interest of F.B.R.A. F.B.R.A. reserves the right to cancel or refuse <u>ANY</u> Trader/Demo that is not in the best interest of F.B.R.A. at any time.
- 7. **Regulations:** The Trader / Demo activities and conduct shall be governed by the policies stated in the Trader/Demo/Camper Rendezvous Rules and Regulations, which is made a part of this agreement by reference as though contained fully herein.
- 8. <u>Conduct:</u> The Trader /Demo Shall conduct the operation of their assigned space in an orderly and respectful manner at all times and shall keep the area neat, clean, and free from rubbish. It is understood that the Trader /Demo is responsible for the actions of his/her family members, employees, partners, volunteers, or any other person or persons connected to his/her space or spaces.
- 9. **Sound Devices:** There shall be no use of any sound device by the Trader/ Demo. F.B.R.A. reserves the right to allow any such devices as it deems necessary.
- 10. <u>Structure Size:</u> Due to the limitation of space, tents/tipis shall not exceed 20x20 feet unless prior arrangements have been made. If ropes or poles extend beyond the space allotted permission of the neighboring space must be given. Ropes, poles, or stakes must be set back away from normal walkways and must not obstruct the normal flow of traffic.
- 11. <u>Safety:</u> The Trader/Demo shall provide a fire extinguisher with a current inspection sticker to be located at each display. The extinguisher shall be rated at least a 2A-10B;C and shall be within the assigned space. The Trader/Demos shall maintain all fire extinguishers.

- 12. **Shipment:** All shipments are the responsibility of the Trader/Demo and are to be received outside of the Fort grounds.
- 13. <u>Indemnity:</u> The Trader/Demo shall release indemnity and hold harmless the F.B.R.A. and the State of Wyoming and their officers, agents, employees, successors and assignees from any cause of action or claims or demands arising out of this agreement.
- 14. <u>Insurance:</u> The State of Wyoming's Workers Compensation insurance nor the Fort Bridger Rendezvous Association's liability insurance does not cover the Trader/Demo. Any liabilities incurred in the Trader/Demos assigned space is the sole responsibility of that Trader/Demo.
- 15. <u>Laws:</u> The laws of the State of Wyoming shall govern the construction, interpretation, and enforcement of this agreement. The Courts of the State of Wyoming shall have jurisdiction over this agreement and the parties.
- 16. <u>Business:</u> The Trader/Demo shall not engage in any other business within the rendezvous site except that listed above and agrees to confine all Transactions to the reserved space. The Trader/Demo shall not place fliers, posters, etc. Within the rendezvous site.
- 17. <u>Unlawful or Dangerous Activity:</u> The Trader/Demo shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or ultra-hazardous business purpose nor operate or conduct business in a manner constituting a nuisance of any kind. The Trader/Demo shall immediately upon notification of any unlawful, disreputable or ultra-hazardous use, or nuisance, takes action to halt such activity.
- 18. **Sovereign Immunity:** The State of Wyoming and the Fort Bridger State Historic Site does not waive sovereign immunity and has no part in this agreement.
- 19. <u>Changes:</u> There will be no changes made to or deviation from the terms of this agreement, unless made in writing and signed by all parties hereto. <u>No</u> verbal agreements, past, present or future that are not incorporated in writing herein shall be valid or binding on either party. All representations regarding this agreement are contained herein and understood by the parties hereto.
- 20. **Assignment:** This agreement may not be assigned or transferred.
- 21. **Termination:** The F.B.R.A. reserves the right to terminate this agreement at any time without cause.

This agreement consisting of 1 page, front and back, and the attached Fort Bridger Rendezvous Association Trader/Demo/Camper Rules and Regulations, represent the entire and integrated agreement.

I have fully read and understand the Trader/Demo contract and the FBRA Rules and Regulations.

By signing this contract, I agree to abide by all rules and regulations required by FBRA and the State of Wyoming.

Please Print Name			
***Signature	-	Date	

E-MAIL COPIES WILL BE ACCEPTED fbrainc@hotmail.com