

## ---Office Use Only---

- Rental Paid
- Agreement Signed
- Insurance Paid
- Beer Paid
- Security Paid
- Review Mailed
- Facebook
- Website
- Staff Schedule
- Security Request Sent

## RENTAL AGREEMENT

Fairtime Interim Event Date: 1/20/2013 –  
1/20/2018

**THIS AGREEMENT** by and between the Santa Cruz County Fair/14<sup>th</sup> District Agricultural Association, hereinafter called the Association, and El Mercado Popular Inc., hereinafter called the Renter, **WITNESSETH:**

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association premises beginning on Sunday, January 20, 2013 and ending on Saturday, January 20, 2018.
2. **NOW, THEREFORE**, Association hereby grants to the renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: See attachment A - Map
3. The purposes of occupancy shall be limited to Retail Farmers Market Place.
4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below: Attachment B - Terms and Conditions
5. Renter further agrees to indemnify and save harmless Association and the State of California their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the renter may be liable under any worker's compensation law and renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by renter of the privileges herein granted.
6. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to renter or his/her employees hereunder.
7. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
8. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
9. In the event renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
10. Special Provisions: The CFSA Insurance Statement is attached and incorporated into this agreement.
11. This agreement is not binding upon association until it has been duly accepted and signed its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.
12. Renter shall comply with Attachment C – Policy for Noise Level and Ending Times for Concerts

**IN WITNESS WHEREOF**, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above written.

X  
14<sup>th</sup> DAA/Santa Cruz County Fair  
Dave Kegebein, Interim Manager  
2601 East Lake Avenue  
Watsonville, CA 95076  
831.724.5671

X, Renter  
El Mercado Popular Inc.  
Patricia and Rosario Rodriguez  
15374 Del Monte Farms Road  
Castroville, CA 95012  
831.235.1856