

# Facilities Lease Agreement Amendment

This Amendment relinquishes Lessor’s exclusivity on Food and Beverage sales and sampling during Lessee’s event by signing below, returning applicable insurance agreements and returning no less than two weeks prior to your event. Lessee agrees that charges for applicable exhibitors will be placed on Lessee’s final invoice, and will be due and payable upon completion of the event. The following fee schedule will be firmly enforced:

**Per day flat fee (based on front footage with 8 foot minimum) <sup>1</sup> as listed below:**

**AUTHORIZED FOOD & BEVERAGE ITEMS WITH FRONT FOOTAGE FEE**

	* Beef Jerky	* Nuts	*Candy	*Cookies	*Pastries	*2oz Okla. Wine Sampling
Front Foot Fee	\$12.50	\$17.50	\$17.50	\$16.50	\$16.50	\$11.00
Minimum Fee	\$100.00	\$140.00	\$140.00	\$132.00	\$132.00	\$88.00

\* Front Footage fees will be charged for all applicable (see chart) authorized food and beverage items unless they are sold in packages 16oz. or greater, and are commercially packaged and FDA approved; such packaging must include the product bar code on the products original packaging.

**AUTHORIZED FOOD & BEVERAGE ITEMS WITH NO FRONT FOOTAGE FEE**

Jams	Preserves	Honeys	Salsas	Dips/Spices	Soup/Bread mixes	*Food Samples
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\*Food Sampling is defined as any food item of 2oz. or less per portion per customer. Sampling is required to follow all Tulsa County Health Department requirements.

**PROHIBITED FOOD & BEVERAGE ITEMS**

Kettle Corn	Popcorn	Health/ Energy Drinks	Bulk/Bottled Water	Soft Drinks/ Non-Alcoholic Beverages of any kind	Wine by the glass	Any Non-Alcoholic or Alcoholic Beverages
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<sup>1</sup>  
Lessor reserves the right to approve all vendors covered under this policy. Lessor reserves the right to restrict vendors covered under this policy from exhibiting.

Each Lessee shall collect and provide copies of certificates of proof of General Liability/Product Liability Insurance with limits for each vendor covered under this policy in the amount of \$1,000,000 per occurrence with an aggregate of \$2,000,000. The certificate of insurance is required and shall name Tulsa County Public Facilities Authority, Tulsa County, Tulsa State Fair, Expo Square, EXPOSERVE Management Corporation, and their agents, employees, and assigns as additional insured’s.

Each Lessee shall collect and provide copies of proof of workman’s compensation as required by law (or valid State Issued Waiver card), for their employees. Vendor will be responsible for all acts/damages relating to actions of their employees and/or subcontractors and/or licensees.

Bulk foods, excluding any beverages (packaged products in a single, factory sealed, unopened container processed from a manufacturer with FDA labels) in 16oz. non-bundled packages or greater (bulk products) are not restricted by Facilities Lease Agreement and no fees shall be due from Lessee as outlined in this amendment. All food items in non FDA labeled package (zip lock baggies, twist tie packaging, etc.) or any package less than 16oz. will be subject to the buyout agreement based on the above outlined schedule.

Event Name: \_\_\_\_\_

Signature: \_\_\_\_\_