



**BIG CREEK**  
TRADE DAYS

# VENDOR'S LEASE

State of Louisiana. Parish of Lincoln

**PLEASE FILL THIS OUT AND TURN INTO OFFICE OR  
SCAN THE QR CODE BELOW TO FILL IT OUT DIGITALLY**

BE IT KNOWN THAT on the date hereinafter indicated personally came and appeared:

BIG CREEK TRADE DAYS, LLC, a Louisiana limited liability company domiciled in Lincoln Parish, Louisiana and represented herein by its duly authorized representative hereinafter referred to as "Lessor" and,

**Name** \_\_\_\_\_

**Business Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Email** \_\_\_\_\_

**Desired Numeric Code (4 Digits)** \_\_\_\_\_

hereinafter referred to as "Tenant" or "Vendor", who have covenanted and agreed as follows:

## WITNESSETH

WHEREAS, Lessor owns immovable property located in Lincoln Parish, Louisiana at 327 California Plant Road, Dubach, Louisiana consisting of approximately 14 acres, on which property Lessor operates, at least once a month, for the sale by Tenant/Vendor dry goods, equipment, food and other merchandise (hereinafter referred to as "Merchandise") to the public; and

WHEREAS, Tenant/Vendor wishes to lease a location on Lessor's property to occupy a booth or other rental space for the sale of Merchandise.

NOW, THEREFORE, Lessor and Tenant/Vendor agree as follows:

# **ARTICLE 1**

## **LEASE OF PROPERTY**

1.1 Lease of Property. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which Tenant/Vendor hereby agrees shall be paid, kept and performed by Tenant/Vendor, does hereby lease, let, demise and rent exclusively unto Tenant/Vendor, and Tenant/Vendor does hereby rent and lease from Lessor the following described property (hereinafter referred to as the "Leased Property"):

[booth or location number \_\_\_\_\_] located on Lessor's property

1.2 Designation of Instrument. This contract of lease, including all terms, provisions, covenants, agreements and conditions thereof, is hereinafter sometimes referred to as the or this "Lease".

1.3 Purpose. The primary purpose for which Tenant/Vendor is leasing the Leased Property and for which Lessor is granting this Lease is for Tenant/Vendor to use the Leased Property for the operation on a monthly basis of \_\_\_\_\_. [sale of food and drink concessions] or [sale of merchandise]

# **ARTICLE 2**

## **TERM**

2.1 Term. The term of this Lease shall be for a period of one year (1) year, commencing on January 1, 2022, and ending at midnight on December 31, 2022.

# **ARTICLE 3**

## **RENT**

3.1 Amount. Tenant/Vendor, in consideration of the lease of the Leased Property by Lessor, hereby covenants and agrees to pay Lessor the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars as rent, in advance for each and every month of this Lease. The said rent payment shall commence on \_\_\_\_\_, and will be due and payable by the 15th day of each month thereafter. Said rent payment shall be paid online (preferred method), mailed by regular mail or hand delivered to Lessor at the address set forth below.

3.2 Late Charge. For any monthly rent payments not paid within five (5) days from the date such are due, Tenant shall pay One Hundred and 00/100 (\$100.00) Dollars to Lessor as a late payment fee.

# **ARTICLE 4**

## **IMPROVEMENTS**

4.1 Improvements. Tenant/Vendor shall not construct or make any permanent improvements or alterations to the Leased Property without the written consent of Lessor.

4.1.1 Ownership. Tenant/Vendor agrees that all permanent improvements or alterations made to the Leased Property shall become component parts of the Leased Property and become the property of Lessor. Tenant shall not be entitled to any credit, reimbursement or payment for such improvements or component parts.

## **ARTICLE 5**

### **TAXES AND ASSESSMENTS**

5.1 Personal Property Taxes. Tenant/Vendor shall be responsible for all property taxes or assessments on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant/Vendor may place on the Leased Property.

## **ARTICLE 6**

### **ASSIGNMENT OR SUBLEASE**

6.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or in part, without the prior written consent of Lessor.

## **ARTICLE 7**

### **DEFAULT**

7.1 Default. The following shall constitute a default of Tenant/Vendor giving the Lessor the right to either (a) accelerate and collect all of the rent for the balance of the term of the Lease, or (b) cancel the Lease with ten (10) days notice of the default to the Tenant/Vendor provided that the Tenant/Vendor has not cured the default to the satisfaction of Lessor within ten (10) days after notice of default:

- (i) Failure to timely pay rent or a late payment fee;
- (ii) Payment of rent by a check or credit card that is not honored by the issuing financial institution;
- (iii) Failure of Tenant/Vendor or an employee or representative of Tenant/Vendor to be present at the Leased Premises during all advertised hours;
- (iv) Failure to attend ten (10) shows during the calendar year;
- (v) Violation of any of the provisions of Exhibit A.

7.2 Interest and Attorney's Fees. In the event of default, Tenant/Vendor agrees to pay all costs of repossession and foreclosure proceedings and reasonable attorney's fees, and Lessor shall be entitled to twelve percent (12%) per annum interest on such amount due after default until paid and said attorney's fees shall be not less than fifteen percent (15%) of the amount due.

## ARTICLE 8

### SURRENDER OF POSSESSION

8.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, Tenant/Vendor is obligated to immediately peaceably surrender possession to Lessor. Tenant/Vendor expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant/Vendor to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this Lease, such shall expressly not be construed as a reconduction of this Lease.

## ARTICLE 9

### NOTICES

9.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following addresses:

**Lessor: 327 California Plant Road  
Dubach, Louisiana 71235  
Attn: Rosie Morris**

Tenant/Vendor: \_\_\_\_\_

\_\_\_\_\_

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon the giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

## ARTICLE 10

### NON-WARRANTY

10.1 Non-Warranty. This Lease is made without any warranty of title whatsoever, except that should Tenant/Vendor be dispossessed then Owner shall refund any unearned rent as may have been paid in advance.

**ARTICLE 11**  
**SPECIAL PROVISIONS**

11.1 Special Provisions. This Lease shall also be subject to the Special Provisions set forth on the attached Exhibit A.

**EXHIBIT A**

1. I understand that I am to be present for all advertised hours.
2. I understand that no A/C units or space heaters are allowed.
3. I understand that Big Creek is not responsible for lost or stolen items.
4. I understand that Big Creek's insurance does not cover vendor merchandise or displays.
5. I understand that I am to park in designated vendor parking spaces.
6. I understand that there is NO vehicle traffic within pedestrian areas during customer hours.
7. I understand that there is NO smoking in the buildings or within 25 feet of windows and doors.
8. I understand that I am not allowed to add any branded merchandise without getting prior permission from management.
9. I understand that I am not to use the trash barrels between shows. All trash is to go in the dumpsters at the gate.
10. Vendors/Tenants are required to have an active Louisiana sales tax permit (no fee). All sales tax reports should reflect the location of sale as Lincoln Parish, Louisiana.
11. The Vendor/Tenant is solely responsible for his/her merchandise, property and business transactions. Merchandise left unattended is done so entirely at the Vendor's/Tenant's risk.
12. Lessor reserves the right to restrict the sale, display or distribution of any printed materials, photographs, books paraphernalia or other representations in order to maintain a proper moral and wholesome environment.
13. The sale, display or distribution of any gruesome, obscene, indecent, or shocking printed materials, photographs, books, paraphernalia, or other representations inconsistent with a proper moral, wholesome, environment is prohibited.
14. No Vendor/Tenant, shopper or visitor shall distribute any leaflets, photographs, circulars, brochures or handbills on the grounds without Lessor's permission.
15. Advertisements may be posted at designated locations only.

\_\_\_\_\_  
Vendor/Tenant

\_\_\_\_\_  
Date