

Okeechobee County Fair ASSOCIATION, INC License AGREEMENT

March 16-21, 2021 (Tuesday – Sunday)

Application and Contract for Space

DEADLINE: Feb 15, 2021

PLEASE NOTE: Exhibitor Applicants will require a photo or drawing of display setup. Applications will not be considered without a photo or sketch.

This license agreement (hereinafter "License") made this _____ day of _____, 20__, by and between the Okeechobee County Fair Association, Inc., a Florida not for profit corporation organized under Chapter 616, Florida Statutes and Concessionaire/Exhibitor, as more fully described below (hereinafter "Licensee") for and in consideration of the terms, provisions, conditions and mutual covenants contained herein, the Fair and Licensee agree as follows:

PLEASE PRINT

NAME OF BUSINESS (Licensee Name): _____

CONTACT NAME: _____ FEIN# _____

ADDRESS: _____ SALES TAX DEALER# _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: () _____ FAX: () _____ CELL 1: () _____
EMAIL: _____ CELL 2: () _____

INDEPENDENT MIDWAY CONCESSIONS INCLUDING STOCK TRUCKS

Trailer Dimensions:

Concession Trailer: Front: _____ Depth: _____

(This must include footage for awnings, tanks, tongues, trailers, overhangs, and tie lines.)

Electrical Requirements: Concession Trailer

_____ Number of 120 Volt Circuits _____ Number of 220 Volts Circuits Amps Required: _____

Stock Truck

Electrical Services: _____ Not Required _____ 120 Volts _____ 220 Volts Amps

Required: _____

INDEPENDENT MIDWAY LICENSE FEE TERMS

Licensee agrees to pay the fair according to the following schedule

Current 2020 independent midway food and straight sales vendors will be given priority to maintain their 2020 location, if the independent license fee is returned by January 15, 2021 along with a deposit of 40%. If deposits are not received by January 15, 2021, the 2020 location will be forfeited. Site prices will be as follows:

Concession Trailer Space: \$20 per serving foot with islands and end caps measured by long and short serving footage.

Gray Water Storage: \$50. Based on sharing tank, 2 vendors per tank and includes 1 pump out. If you require a single tank the price will be \$75 with one pump out.

Stock Truck Space: NO Charge for space. Electrical fees apply if power is needed.

Electrical fees are as follows per circuit required:

<u>120 VOLT SINGLE PHASE SERVICE</u>	<u>Cost</u>
Up to 20 AMP Service @ \$100.00 per location =	_____
<u>220 VOLT SINGLE PHASE SERVICE</u>	
30 AMP Service @ \$120 per location=	_____
60 AMP Service @ \$175 per location=	_____
Greater than 60 AMP Service @ \$250 per location=	_____

RV SITE LICENSE FEE TERMS

Licensee agrees to pay the fair according to the following schedule

RV Site (\$30.00 per day) # of Sites _____
\$ _____

(We have a limited number of sites available, you must reserve in advance. Site charge only includes water, sewage/gray water disposal up to 1 pump outs per rented site and electricity. No sewer facilities are available. Additional pump-outs are available for \$30 per pump-out payable directly to the sanitary vendor.)
PLEASE NOTE: All per day charges commence upon day of arrival.

RV SITES: The use of the term License includes the rules and regulations, RV site request form and price schedule are included within this license agreement. Licensee acknowledges receipt and review of the rules and regulations, RV site request form and price schedule which are incorporated herein by reference and made a part hereto, and Licensee agrees to comply with every applicable term, provision and condition stated herein. The Fair reserves the right to amend its rules and regulations and price schedule from time to time, and Licensee agrees that such amendments shall be incorporated into the License and shall be binding upon Licensee. Any amendment to the rules and regulations or price schedule shall become effective after thirty (30) days written notice has been provided to licensee.

INDEPENDENT MIDWAY LOCATION CHARGES: Ten percent (25%) of the deposit is due with the signing of this License by January 15, 2021, and the balance is due prior to setting up on site. Failure to pay the balance due within the above time periods shall result in the space reservation being forfeited. There shall be no refund on deposits. Licensee will be responsible for maintaining a clean area around site at all times. At the conclusion of the event, licensee is responsible for placing all trash in dumpsters provided by fair. No trash or containers of any kind should be left behind on your site at the conclusion of the fair. The period of this license shall be from March 16th through March 21st, 2021. Licensee agrees to use its location only to exhibit or sell products or services listed above. Fair grants to Licensee the revocable privilege to use and occupy the above listed location subject to the terms, provisions and conditions of this License.

INSURANCE: The Licensee agrees to carry insurance, in an amount of not less than \$1,000,000.00 and list the Okeechobee County Fair Association, Inc. and the Okeechobee County Board of County Commissioners as additional insurers, combined single limit for bodily injury and property damage including product liability insurance, if food and beverage are provided. An original Certificate of Insurance must be submitted showing that it is in full force prior to March 16 , 2021. This information should be provided when sending in your deposit.

RULES AND REGULATIONS I have read and understand the attached Rules and Regulations for the Okeechobee County Fair Association, Inc.

Please return your completed application to:

Note:

Okeechobee County Fair Association, Inc. (PRIORITY will be given to earliest postmark)
P.O. Box 1306
Okeechobee, FL 34973
Questions call Angie Griffin 863-697-1105 or email at AngieGriffin309@gmail.com

I HAVE READ AND UNDERSTAND ALL OF THE MATERIALS CONTAINED IN THIS APPLICATION, INCLUDING INSURANCE INFORMATION AND RULES AND REGULATIONS.

Signature: _____

Date: _____

NOTE: Postmarked by deadline of February 15, 2021

FOR OKEECHOBEE COUNTY FAIR ASSOCIATION USE ONLY

Date Received: _____

Application/Contract Accepted: _____ YES _____ NO

Okeechobee County Fair Association, Inc.

Rules and Regulations

- 1.
2. NO INTEREST IN LAND: The parties agree that Licensee's shall not be construed as a lease, easement, or other interest in the real property of the Fair.
3. STATUS OF NAME , ADDRESS, GUARANTY; The licensee represents and warrants that the legal name as contained in the License along with all other information in this License are accurate and correct in all respects and makes this warranty as of this date of this License and continuing through its duration. Licensee further represents and warrants that the representative who has signed the License has full, complete and absolute authority to bind the Licensee. If the licensee is a corporation, it warrants and represents that it is in good standing and active and, if it is not a Florida Corporation, it warrants and represents that it is authorized to do business in the State of Florida. Any change in the Licensee's legal name, fictitious or trade name, address, or telephone number shall be forwarded to the Fair, in writing within three (3) days after the change. Furthermore, the individual executing this license on behalf of the Licensee absolutely, personally, unconditionally, and continually warrants and guarantees Licensee's full and faithful performance and payment of all obligations under this License. 4. LIMITATIONS: The Licensee agrees that the product or service provided by the Licensee shall be of such quality as will not detract, in the Fair's sole opinion, from the annual fair or neighboring concessions or exhibits. The Licensee agrees that in consideration of this License, the Fair is granting Licensee a revocable, limited and nonexclusive License to do business under the terms and conditions of the License. All logos, trade secrets, copyrighted materials, customer lists and supplier lists are the exclusive property of the Fair. Licensee shall not adopt or use, without the Fair's written consent, any trade names, trademarks, trade styles, copyrighted materials or service marks, which, in the sole opinion of the Fair, may be confusingly similar to the Fair's trademarks or intellectual properties. All of the Licensee's equipment used shall be in good condition, clean and of first quality. The Fair has the right to inspect all equipment brought on to fairgrounds and to reject such equipment in its sole judgment that does not comply with the requirements of this license. Furthermore, the Fair, in its sole and arbitrary discretion reserves the right to locate, or relocate, Licensee during the Fair. 5. TIMES: The licensee may start setting up on Monday prior to the Fair opening day. All exhibits must be setup and in place no later than noon on opening day. Hours of operation for all Licensees' shall be according to the daily schedule which will be provided by the Fair. All space not occupied at that time by Licensee will be revoked and payment forfeited. Licensee's concession/exhibit must remain intact until closing of the Fair, no exceptions. At the close of the Fair, all Licensees' equipment and material shall be removed from the fairgrounds within forty-eight (48) hours after the closing of the Fair.
6. PRICES: The Fair reserves the right to review all products or services for price at any time and from time to time during the annual fair. Licensee agrees to post prices of products and services in a conspicuous place within their location. Failure to post prices and abide by such posted prices shall result in this License being immediately canceled.
7. UTILITY FEE: The Licensee will be required to pay fees which shall include water, electric, gray water and clean up during the fair. 8. ACOHOLIC BEVERAGES: Licensee shall not cause or allow beer, wine or any other alcoholic beverage to be sold, given away, used or consumed upon the fairgrounds during fair hours of operation. Soft drinks may be served in paper or approved containers. No glass shall be allowed.
9. IDEMNIFICATION: The Licensee hereby covenants and agrees fully exonerate, indemnify, defend and hold harmless the Fair, its agents, employees, directors and officers, each severally and separately from and against all claims, suits, actions, losses, damages, fines, penalties, liabilities, judgments, expenses, including reasonable attorney's fees and costs, in all administrative proceedings and at trial and appellate level, for any injury or death to persons (whether they be third persons or employees of either Fair or Licensee) and any loss(through theft, fire or otherwise) of or damage to property (whether it be that of Fair, the Licensee or some third party) caused by, growing out of, or arising out of Licensee's use of the fairgrounds, including, without limitation, its use by Licensee's agents, sub-contractors or employees exercise of any rights under the License; breach of any term, warranty or provision of their License by Licensee; the sale of products; the operation on the fairgrounds, or the carelessness, negligence or improper conduct of the Fair, its agents, employees, directors or officers, breach of the provision regarding hazardous waste and any clean up or fines associates therewith; or any other third party; or any act or directors or officers, breach of the provision regarding hazardous waste and any clean up or fines associates therewith; or any other third party; or any act or omission of Licensee, its employees, officers or agents. All such liability is hereby expressly assumed by Licensee. Such indemnification shall not apply to injury to persons or damage to property arising out of the Fair's gross negligence or willful misconduct. This provision shall expressly survive termination of this License.
10. AUDIT: Licensee agrees that the Fair may, from time to time, inspect, audit or otherwise check the operation of Licensee's business activities.
11. RETENTION OF FAIR PRIVILEGES: The waiver or failure of the Fair to insist on strict and prompt performance of the terms of this License and the acceptance of such performances thereafter shall not constitute or be construed as a waiver or relinquishment of Fair's right thereafter to enforce the same strictly according to the terms thereof in the even of a continuous default on the part of the Licensee.
12. CANCELLATION BY THE FAIR: The Fair reserves the unilateral right to cancel this license for the public good in the Event of an act of God, inclement weather, natural disaster, bomb threat or for other reasons as determined in the sole and arbitrary opinion of the Fair, or in the event of any request by any Federal, State, or county agency for use of the Fairgrounds under such circumstances, it being understood and agreed by Licensee that its right hereunder are subordinate and inferior to the right of use by any Federal, State or County agency or department. Should the Fair exercise its rights to cancel the Fair and further agrees to waive any and all rights which might arise by reason of the terms of this License and the Licensee shall have no recourse of any kind against the Fair.

13. CANCELLATION OR DEFAULT BY LICENSEE: Should the licensee fail to timely appear and set up for the Fair or fail to perform the conditions and requirements set forth in the License, this License shall be cancelled and shall in all respects be deemed null and void, and the Fair shall retain any and all deposits and other monies paid by Licensee as liquidated damages and not as penalty, it being understood and agreed by all parties that actual damages would be extremely difficult to ascertain. Furthermore, should the Licensee default in the performance of any of the terms and conditions of this License, the Fair, at its option, may cancel this License and the relation of the parties shall be in all respects as if said term had fully expired. Should the Fair exercise its rights to cancel this License, Licensee agrees to forego any and all claims for damages against the Fair and further agrees to waive any and all rights which might arise by reason of this License and the Licensee shall have no recourse of any kind against the Fair and the relation of the parties shall be in all respects as if said term had fully expired. Additionally, Licensee hereby waives any and all claims for compensation for any and all loss or damage sustained by reasons of any defect, deficiency or impairment of the electrical, computer systems, telephone, plumbing sewer, water and air conditioning installations or any part thereof furnished by the Fair.
14. HAZARDOUS AND TOXIC SUBSTANCES: Licensee agrees to abide by all Federal, State and Local environmental laws, rules, ordinances and/or regulations, including without limitation all wastewater, sewer, solid waste disposal, etc. The Licensee agrees, at all material times Licensee is on the Fairgrounds, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Florida and Federal law. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify the Fair and the Florida Department of Environmental Resource Management as well as the Florida Department of Environmental Protection and Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on the Fairgrounds except in the areas designated by the Fair. In the event the Licensee or its agents, or employees violate the provisions of this paragraph, the Fair will look to the Licensee and shall subject the Licensee to a fine of \$ 500.00 by the Fair for each infraction and Licensee shall be deemed in material breach of this License and subject to immediate cancellation of this License and removal from the fairgrounds. Cylinders containing or used for commercial gas are prohibited inside any Fair building.
15. ASSIGNMENT: This License is personal between the Fair and Licensee. Licensee may not assign or sublicense any interest in the License, without the Fair's prior written consent, which consent shall be within the Fair's sole discretion. Assignment shall also include a transfer or conveyance of more than fifty percent (50%) of the present ownership interest of the Licensee.
16. LIEN: The Fair shall have the first lien against all property of Licensee for all unpaid fees, expenses, damages to property and any taxes due the Fair. The Fair is empowered to impound any and all property of Licensee. The Fair shall have the right to sell said property at public auction and to apply the proceeds from such auction to the unpaid fees or charges due Fair. Licensee agrees to waive any and all claims for damages against the Fair or its agents for the seizure, prevention, or removal of the Licensee or Licensee's property from being removed from the fairgrounds.
17. EXCLUSIVE AGREEMENTS: The Licensee agrees to be bound by all exclusive agreements entered into by the Fair and third parties. No other product or service competitive to the third parties product or service shall be displayed, bought or sold on the fairgrounds. A list of the names of the third parties with whom the Fair has entered into exclusive agreements with is maintained and available for review in the Fair office.
18. OTHER CONDITIONS: It is mutually agreed that any and all matters not expressly provided for in this License will be at the sole discretion of the Fair.
19. AUTOMATED TELLER MACHINES (ATM): No ATM's shall be allowed on Fair property except for ATM's as provided by Fair.
20. SOLICITORS/SOUND AMPLIFICATION: Licensee may advertise and display from within Licensee's booth only. No soliciting or distributing of flyers is permitted anywhere on the fairgrounds. Should Licensee desire to distribute literature, it may be made available to the fair patron by placing it on Licensee's counter and said literature maybe distributed only upon request by the Fair patron. No voice or sound amplification shall be used by Licensee. No amateur or professional entertainment shall be used without obtaining written consent, which may be arbitrarily withheld, by Fair.
21. COMPLIANCE WITH LAWS: Licensee shall comply and shall require its employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies, with the terms of this License, all relevant health and fire codes and all trademarks, copyright and other intellectual property laws. Licensee agrees that at all times it will conduct its activities with full regard for public safety. Licensee shall not use, store or permit to be used or stored in or on any part of fairgrounds covered by this License any substance or item prohibited by law, ordinance or standard policies of fire insurance companies operating or insuring in the state of Florida. All decorations of Licensee must be flameproof and all tents must be certified flameproof with the certificate attached. Licensee's decorations and tents will be subject to approval by the Okeechobee County Fire Department. All concessions/exhibits must have (a) five (5) lb ABC fire extinguishers with current tag; (b) proper LP gas connections and tank locations (if applicable); (c) electrical inspection by the fire department.
22. MAILING LIST: The Licensee shall not attempt to acquire a mailing list of the Fair patrons by any method or scheme unless the licensee has received prior written permission from the Fair.
23. COMPLAINTS: All complaints by Licensee or its agents, including, without limitation, those relating to this License, Fair policies, Fair's officers, directors, staff or personnel, or Fair's other Licensees, shall be dated and in writing and promptly and immediately sent to the Fair.
24. NATURE OF FAIR: The parties hereto acknowledge and agree that the majority of the Fair exhibitions are student exhibits and the majority of patrons to the Fair are minors. As such, the Fair reserves the right to remove from the fairgrounds any exhibit, show, display, concession, or any past thereof, which Fair, in its sole opinion, deems objectionable. Should the Fair exercise its rights hereof, Licensee agrees to forego any and all claims for damages against the Fair as result of the Fair's actions.
25. STORAGE: Licensee assumes all responsibility for all goods, materials, exhibits, displays, articles and other tangible personal property in or on the Fairgrounds before, during or after the Fair and the Fair assumes no responsibility for said items. Licensee agrees to assume all risk or loss of said property and will defend, indemnify and hold the Fair harmless from any and all loss.
26. DELIVERIES AND SHIPMENTS: Shipments of goods and/or display equipment will not be accepted by the Fair. All shipments must be made through and coordinated with Licensee and should be made one (1) hour prior to opening during the fair. Should the Fair accept delivery of property addressed to Licensee, only as a service to Licensee, Licensee agrees to indemnify and hold harmless the Fair for any loss or damage to any personality in the receipt, handling, care or custody of said personality at any time whether the Fair be deemed negligent or not. The Licensee further indemnities and holds harmless the Fair from any claims, fees or costs related to claims from any third party for loss or damage to said personality on the fairgrounds. The Fair will not accept COD or any similar delivery.
27. INSURANCE: The Fair may require Licensee to furnish insurance coverage in kinds and amounts satisfactory to the Fair.
28. FREE SAMPLES: No free samples of food, beverage or any other product may be given sway or otherwise distributed without the prior written approval of the Fair, which may be arbitrarily withheld in the sole discretion of the Fair.

29. **LICENSES, PERMITS AND TAXES:** Licensee agrees to obtain the proper licenses and/or permits for the use of the space covered by this License as required by Federal, State or Lee County agencies pursuant to Florida law and Lee County ordinances and supply evidence of same to the Fair on demand. Licensee agrees to promptly pay all applicable taxes. Licensee acknowledges receipt from the Fair of the reporting form provided by the Department of Revenue of the State of Florida and agrees to abide by and comply with Chapter 212 of the Florida Statutes.
30. **CIVIL RIGHTS:** Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin and further agrees to likewise not discriminate for those same reasons against any person relative to admission, services or privileges offered to or enjoyed by the general public, and to be in compliance with the Federal and Florida Civil Rights Acts and the Americans with Disabilities Act (ADA).
31. **NOTICES (a) Method of Giving Notice.** All notices or other communications permitted or required to be given under this License shall be given in writing, and delivered to the Fair or to the Licensee at their respective business addresses indicated on page one (1) of the License by one of the following ways, at the option of the party giving the notice: (i) by hand delivery; (ii) by certified or registered mail, return receipt requested and proper postage prepaid; (iii) by a nationally recognized overnight courier service such as Federal Express; or (iv) by telecopy (fax). (h) Effective Date of Notice. Notices delivered by hand delivery or by a nationally recognized overnight courier service such as Federal Express shall be effective on the date delivered to the recipient. Notices delivered by certified or registered mail shall be effective upon receipt, or three (3) business days after deposit in the United States mails, whichever shall first occur. Notices sent by telecopy shall be effective on the date transmitted and received, provided that receipt occurs before 5:00 p.m. Eastern Standard Time on a business day.
32. **ANIMALS:** No dogs or other animals are permitted on Fairgrounds by Licensee whether on leash or otherwise. The only exception will be police dogs on duty, seeing-eye lead dogs, and dogs in scheduled acts or shows.
33. **SIGNAGE/BOOTH:** Signs used by Licensee must relate to Licensee's name, products and services normally offered by Licensee. Standard booth backgrounds shall be no higher than eight (8) feet in height and side dividers are limited to eight (8) feet in height, four (4) feet from background, then limited to three (3) feet in height to aisle. All backgrounds and side dividers must be a designed that any part exposed to view inside, outside or from the rear, must have a finished appearance. Dimensions vary according to location and building.
34. **DRAWINGS BY CHANCE/MAILING LISTS:** If Licensee plans to conduct a drawing for merchandise or services in connection with any exhibit or concession area, Licensee hereby agrees that the registrations for drawings are to be properly conducted and shall comply, with the laws of the State of Florida.
35. **CONFLICTS:** In the event of any conflict between the Licensee and any rule or regulation, the rules and regulations shall control.
36. **ENTIRE AGREEMENTS:** All terms and conditions of the License shall be binding upon the parties, their heirs and representatives and cannot be waived or modified by any oral representation to promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this License. Such written document must be incorporated by specific reference therein as a part of this license. Neither party may rely on any oral representations and must look solely to the terms of this License. The License constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. Any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect.
37. **CONSTRUCTION OF LICENSE:** Each party has relied upon its own examination of this License and the advice of its own counsel and other advisors in connection with this License. This License was negotiated at arm's length. Licensee and Fair agree to the terms of the License and have executed this License freely and voluntarily. Thus, this License shall not be construed more strictly against the Fair notwithstanding that it has been drafted by the Fair and the Fair's counsel. The money, property, insurance or services which are the subject of this License are for commercial purposes and not for personal, family or household purposes.
38. **EFFECTIVE DATE:** The effective date of this License shall be the date on which the Fair's representative executes this License.
39. **LANGUAGE:** Whenever used in this License, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders where the context permits.
40. **PARAGRAPH HEADINGS:** The paragraph headings used in this License are for convenience only, and shall not be used in interpreting or construing any provision of this License.
41. **SEVERABILITY:** If any term, covenant, or condition of this License or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of this License or the application of such terms, covenants, and conditions to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this License shall be valid and enforceable to the fullest extent permitted by law.
42. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Handwritten or typewritten provisions inserted into this License and initialed and dated by all parties shall control over all typewritten provisions in conflict therewith.
43. **FURTHER ACTION:** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
44. **ATTORNEY'S FEES:** Any reference to attorney fees in this License applies only to the indemnity given by Licensee to the Fair and not to any other term, provision and condition hereof.
45. **VENUE:** The venue of any legal proceeding brought in connection with this License or any aspect of the relationship between the parties shall be in Okeechobee County, Florida.
46. **FLORIDA LAW:** This License shall be considered to have been executed in Okeechobee County, Florida, and shall be interpreted, construed and enforced in accordance with the laws of Florida and no other.
47. **TIME:** Time is of the essence of all of the provisions and terms of this License.
48. **MATTERS SURVIVING TERMINATION:** Unless otherwise provided in this License, all of the terms, provisions, representations and warranties, and all remedies available to any party, shall survive termination of this License.

49. RENEWAL: This License is only for the dates as set forth in this License. Licensee agrees that the fact that it has been granted a License in the past shall not entitle Licensee to any right to enter into a license to use the fairgrounds in the future, additionally; nothing shall prevent the Fair from granting a license to an entity which is competitive to the Licensee hereunder.
50. SUCCESS: The Licensee agrees that it solely responsible for Licensee's success. The fact that Licensee is restricted by and subject to the terms and conditions of this License and Exhibits is a risk that Licensee freely assumes.
51. RELATION OF PARTIES: It is the intention of the parties to hereby create the relationship of Licensee and Licensor, and no other relationship whatsoever is hereby created. Nothing in this License shall be construed to make tire parties hereto partners or joint ventures or to render either party hereto liable for any obligation of the other.
52. WAIVER OF JURY: The Fair and Licensee hereby mutually, knowingly, willingly and voluntarily waive their right to a trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties (all of whom are collectively referred to below as the "parties") shall seek a jury trial in any suit, proceeding, counterclaim, or any other litigation or proceeding based upon or arising out of this License or any related agreement or instrument, or any course of action, course of dealing, statements (whether verbal or written) or actions relating to this License, including any tort claims or claims for fraud, course of action, course of dealing, statements (whether verbal or written) or actions relating to this License, including any tort claims or claims for fraud, misrepresentation, breach of fiduciary, antitrust, etc. The parties also waive any rights to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the inclusion of this provision is a material inducement for entering into this License. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.
53. PRESUIT MEDIATION: Prior to bringing any lawsuit under this License, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the Florida Rules of Civil Procedure 1.700-1.730 (and FRCP 1.750, excluding subsection (b)) together with rules of the American Arbitration Association or the Foundation for Dispute Resolution. Accordingly, the parties agree to strictly follow said rules and abide by any agreement made as a result of mediation. Good faith compliance with this provision shall be a condition precedent to the right of any party hereto to bring a lawsuit under this License. This provision is a material inducement to the fair entering into this License.