

VENDOR RULES AND REGULATIONS ST LUCIE COUNTY FAIR ASSOCIATION

1. **INCORPORATION INTO AGREEMENT**: These rules and regulations, as amended from time to time, (“Rules and Regulations”) are incorporated by reference and made a part of the Exhibit and Concessions Space License Agreement (hereinafter “Agreement”) by and between the St. Lucie County Fair Association, Inc. (“Fair”) and the Exhibitor named in the agreement for the annual St. Lucie County Fair (“Event”). Upon execution of the Agreement, Exhibitor agrees to abide by all the Rules and Regulations as stated hereinafter and may be amended from time to time. It is the responsibility of the Exhibitor to be apprised of all Rules and Regulations and to educate all employees, agents, servants, guests, invitees, etc., of them as well.
2. **STATUS OF NAME, ADDRESS, ETC**: The Exhibitor represents and warrants that the legal name as contained in the Agreement as well as the address, telephone number and name of the authorized agent is accurate and correct in all respects and makes this warranty as of the date of the Agreement and continuing through its term and duration. Exhibitor further represent and warrants that the Authorized Agent listed in the Agreement has full, complete, and absolute authority to legally bind the Exhibitor. If the Exhibitor is a corporation, it warrants and represents that it is authorized to do business in the State of Florida. Any change in the Exhibitor legal name, fictitious name, address, telephone number or Authorized Agent, shall be forwarded to the Fair, in writing, no later than three (3) days after the change.
3. **DELIVERIES AND SHIPMENTS**: The Fair shall accept deliveries on behalf of the Exhibitor, subject to the following provisions: Notwithstanding anything contained herein to the contrary, the Exhibitor, at all times, assumes the risk of loss of all shipments delivered to the Fair and releases the Fair or any responsibility for receipt and storage of said shipments. The Exhibitor expressly waives any and all liability and responsibility for loss or damage caused to any shipment against the Fair regardless of the care or lack of care exercised by the Fair or its officers, agents, or employees in handling, storage, or delivery of the shipment. No bailment is created by shipment and delivery of any goods to the Fair. The Fair reserves the right to impose a handling and storage charge for any large, unusual or any other delivery which requires, in the Fair’s sole opinion, extraordinary time and effort. All deliveries must be plainly marked with the name of the Exhibitor, the number of the building or tent and the number or letter of the space assigned to the Exhibitor and addressed to the shipping address as indicated at the top of the Agreement. No shipments will be accepted after the event is over.
4. **DELIVERY HOURS**: All deliveries must be made prior to the opening of any day of the Event. After opening, all deliveries must be made to the office via Peacock Road. Items delivered after opening must be hand delivered to the Exhibitor. It is the sole responsibility of the Exhibitor to make certain, after commencement of the Annual Fair, that they have someone available to accept all deliveries. The Fair is not responsible for notifying the Exhibitor of its arrival. When delivering a package or other item to an exhibit building or tent, access to said exhibit building, or tent shall be obtained through the rear of the exhibit building or tent for purposes or loading/unloading. No other access is permitted.
5. **EXHIBITOR PARKING**: **No exhibitor parking will be issued.** Parking is free to all vendors, and a tram service is available in the main parking lot. If you need an escort to your car, please contact fair or security personnel.

6. **EXHIBIT DELIVERY STICKERS:** Permits for Exhibitor delivery vehicles shall be issued for those Exhibitor vehicles that are entering the Fairgrounds only for the purposes of loading/unloading. Each vehicle shall be permitted to remain on the Fairgrounds for forty-five (45) minutes only. The vehicle and all passengers in the vehicle must then exit the Fairgrounds. Each person in the vehicle must have an admission ticket in order to remain on the Fairgrounds. After opening day of the Event, all deliveries shall be made as indicated in above paragraph 3 and must be hand carted to the Exhibitor.

7. **MOBILE EQUIPMENT TEMPORARY USE:** Mobile equipment is permitted on the Fairgrounds by Exhibitor, but the Fair reserves the exclusive right to limit the number or time of operation of the mobile equipment and the use of them shall be in compliance with these Rules and Regulations (Hold Harmless and Indemnity Agreement) that must be signed and given to the Fair office.

8. **ELECTRICAL CONNECTIONS:** Inside vendors will be furnished with a 100v 20-amp electrical outlet for each exhibit space used at the rate shown on the cover page of the Agreement. Hook-up for outside licensees begins on Wednesday afternoon and ends on Thursday evening. Early hook-ups may be scheduled based on availability and scheduling. You must schedule your request by Monday before the event starts, in writing or via email (sandys@stluciecountyfair.org) See worksheet for charges. Placement time for booths is at the discretion of the fair management. All hook-ups and disconnects will be completed by Fair electricians. Please do not interrupt him/her while they are working with other licensees. Disconnecting of the electrical supply at your booth will begin Sunday after closing until 11:30pm only and will resume on Monday morning until completion.

9. **EXHIBIT SPACE:** Exhibitor agrees that the Exhibit and Concession Space License Agreement is revocable, limited, and non-exclusive. The parties hereto agree that Exhibitor's rights hereunder shall not be construed as a lease, easement, or other interest in the property of the Fair. The Exhibit and Concession Space shall be allotted on a first come, first served basis each year. The Fair reserves the right, in its sole discretion, to move, reposition, or exclude any exhibit or Exhibitor as it deems necessary during the term of the Agreement. **The Fair provides no tables or chairs.**

10. **CHARACTER OF EXHIBIT:** The Fair reserves the right to remove, decline or prohibit any Exhibitor, part or element or display thereof, which in its sole opinion is not suitable for adults and children of all ages. This reservation concerns persons, things, printed material, electronic displays, souvenirs, catalogs, merchandise, music, signage and all other such things. The Exhibitor only has the right to distribute catalogs, souvenirs, and other matter approved by the Fair, in writing, from the space occupied by them, but not in other places. Any items construed, in the sole and arbitrary opinion of the Fair, as a weapon (Chinese stars, knives) or a nuisance (laser pointer, pepper spray, stink bombs) are prohibited. **No roving concessions or exhibits are permitted, and no agent, employee, volunteer, or other representative of Exhibitor shall be permitted to roam about the Fairgrounds as part of the exhibit or concessions.** Other prohibited exhibits include the sale of permanent tattoos, body piercing, pornographic materials, selfie sticks, and hover boards. The sale and/or exhibit or any live animal must be approved by the Fair.

11. **CONCESSION SIGNS:** Exhibitors selling food, drink or merchandise must have price signs posted in prominent locations when the Event opens, and they must remain on display throughout the duration listing all prices in letters and numbers no less than 2" high. All items of food, drinks and merchandise, and the pricing thereof, shall be first approved in writing by the Fair no less than thirty (30) days prior to the start of the annual St Lucie County Fair. No handwritten signs are allowed.

12. **BACKGROUNDS, DIVIDER REQUIREMENTS:** Backgrounds not higher than 8' in height are permitted, except for center exhibits. 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 designed so that any part exposed to view, inside, outside, or from the rear, must have a finished appearance. All materials must be fireproof and comply with the law, rule and ordinance of any government agency having authority over such matters.

13. **EXHIBIT DISPLAYS AND DECORATIONS:** All Exhibitors may equip their exhibits with display material and equipment, furniture, lamps, potted plant, flowers, and special set pieces, provided, they are not over eight (8) feet high in the area, four (4) feet from background and in keeping with the general decorative scheme. Exhibitor further agrees that all portions of sidewalks, entries, floors, passages, halls, corridors, stairways, and ways of access to public facilities shall be kept unobstructed and safe by Licensee and shall not be for any purpose other than ingress or egress and all electrical panels and doors as well as all safety/emergency exits shall not be obstructed in any way. Exhibitor also shall not use, store, or permit to be used or stored in any part of the Fairgrounds covered by this Agreement any substance or thing prohibited by law, ordinance or standard policies of fire insurance companies operating for insuring in the State of Florida. No explosives and/or flammable substances including, but not limited to, turpentine, benzene, naphtha, gasoline, or other substances shall be placed in or on Fairgrounds. No LP gas permitted in the buildings.

Inside Exhibitors along a wall may have a wooden backdrop. You may hang merchandise or signage on this board. If a wall is used by the Exhibitor, any damage will be the responsibility of the Licensee. It is further agreed that no inflammable materials such as bunting, tissue paper, crepe paper and any others will be permitted to be used as decorations and decorative materials unless they are treated with flame proofing and are approved by the appropriate inspector of St. Lucie County, Florida, before the same are installed. The Exhibitor shall not permit their exhibit to obstruct the view of an exhibit in an adjoining Exhibitor's space, nor permit such exhibit to be placed or operated in any manner objectionable to adjacent or surrounding Exhibitors. No items may be attached to sprinkler heads or pipes in buildings. No exhibit or Exhibitor shall occupy any more space than allotted and shall not obstruct the flow of patrons through the aisles or other passageways.

14. **PICTURE MACHINES AND LOUDSPEAKERS:** If audio and/or video equipment is used they must run without lecture or speaker noise reaching beyond ten (10) feet of exhibit space and video screens must be placed in the exhibit space so that spectators watching them will not block the aisle. In addition, no sound may be amplified by an Exhibitor that can be heard clearly more than ten (10) feet away from the exhibit space.

15. **TV & RADIO SHOWS:** Any Exhibitor who desires to have a regular or special radio or TV broadcast or televise directly from an exhibit space, shall first obtain the Fair's written approval, which approval may be arbitrarily withheld or conditioned.

16. **FREE SAMPLES AND DRAWINGS:** No free samples of food, beverage or any other product may be given away or otherwise distributed without prior written approval of the Fair, which approval may be arbitrarily withheld in the sole discretion of Fair. Exhibitor will have the right to offer to the patrons any such give-away items, or drawings or raffles, as the Exhibitor desires to offer (subject to this Agreement and federal, state or local law) provided that such give-away items, or drawings or raffles, do not impose any obligation on the part of the Fair patrons, do not conflict with Fair sponsors and participants and have been approved by the Fair, in writing thirty (30) days prior to the opening day of the Event. Drawings for gifts or premiums conducted by

Exhibitors must be made prior to the close of the Event and names and addresses of all winners delivered to the Exhibit Director. In no case may the Exhibitor use the name of the Fair or the name of any Fair visitor in any program, brochure or other printed material or pictures. Premiums or gifts won by fair visitors must be absolutely free with no additional payment of money or conditions attached. Drawings or plans that constitute a lottery in violation of the laws of Florida will not be permitted to be distributed even from within your exhibit area. **Solicitation of donations or the gathering of signatures or other personal information is not permitted from anywhere outside the exhibit space.**

17. **SUBLETTING OF SPACE ASSIGNMENT:** No Exhibitor shall be permitted to sublet or sublicense the whole or any part of the space licensed or to display or sell anything not specified in the Agreement. This Agreement is personal between the Fair and Licensee. Exhibitor may not assign this Agreement, or any interest in the Agreement, without the Fair's prior written consent, which consent shall be in the Fair's sole discretion and may be arbitrarily withheld. Assignment shall also include a transfer or conveyance of more than fifty percent (50%) of the present ownership interest of the Exhibitor.

18. **INSTALLATION AND REMOVAL OF EXHIBITS:** Set-up days will be Monday through Thursday prior to opening of the annual fair. All concessions and exhibits must be completed and approved by the Fair by 12:00pm on Friday prior to fair opening. Please refer to Fair schedule for further information. All space not occupied at that time will revert to the fair and all payments forfeited. Under no circumstances will goods or equipment be permitted to be removed until closing hour of the annual Event. Any material not removed two (2) days following official closing of the annual fair will be considered automatically conveyed and transferred to the Fair and the Fair has the sole and arbitrary right to dispose of this property in a manner deemed best. The Exhibitor hereby grants to the Fair a lien on all property brought on to the Fairgrounds as security for all obligations of the Exhibitor under this Agreement. **(All vehicles must be off the Fairgrounds public walkways by 12:00pm on Friday of the Fair's opening. All booths/concessions must be ready for the fire marshal inspections by noon on the Friday of the Fair's opening day.)**

19. **EXHIBIT MAINTENANCE:** Exhibitors are required, at all times, to keep their concession exhibit space clean, sanitary and free of trash, paper, or refuse of any kind, which shall be disposed of in a manner indicated or designated by the Fair. Exhibitors in buildings and tents shall place trash in aisles after closing each day, or otherwise in designated receptacles. Outside Exhibitors are required to police under and within a 10 feet radius of their exhibit and to keep them clean and sanitary at all times and free from any hazards which may cause damage to property or injury to persons. Outside vendors are required to have storage areas, holding tanks, and garbage cans screened from public view. Landscaping to enhance the presentation is encouraged. All stands are required to have proper skirting.

20. **EXHIBIT PERSONNEL:** Any person operating any exhibit shall be considered an employee or agent of the Exhibitor and any obligation or requirement imposed upon the Exhibitor in the Agreement and these Rules and Regulations shall likewise be imposed upon the Exhibitor's employees and agents. It shall be the obligation of each Exhibitor to furnish, at its own expense, all personnel required to erect, operate, maintain, repair, dismantle and remove all Exhibit equipment used on the Fairgrounds. It shall further be at the obligation of each Licensee to ensure that all personnel working in the Concession/Exhibit be appropriately dressed, clean and neat, keep their hair neat and clean, be clean shaven except for mustaches and beards that are neatly trimmed, deal courteously with patrons of the Event, and not use rough or profane language, or drink alcoholic beverages or use non-prescription drugs at any time while on the Fairgrounds.

Smoking is not permitted by any of the Exhibit personnel who may be visible to the general public nor in any building. Personnel with excessive, obscene, or lewd tattoos shall not be permitted to work on the Fairgrounds by the Exhibitor. The Fair, upon request, will be furnished with a list of all personnel who will operate or work in any Concession/Exhibit.

As a condition for being given the benefits of being an exhibitor at the fair, the Exhibitor shall provide a list of all exhibitor employees to the St. Lucie County Fair Association, or its designee including but not limited to local law enforcement. Said list shall include the full name, age, race, sex, and date of birth of every employee. Exhibitor shall provide said list to the St. Lucie County Fair Association no later than 15 days prior to the Fair start date.

21. **ALCOHOLIC BEVERAGE/TOBACCO PRODUCTS**: No alcoholic beverages, tobacco products or illegal substances as defined by Florida Law, are permitted to be brought, consumed, or distributed on the Fairgrounds by an Exhibitor and no Exhibitor shall be permitted on the Fairgrounds if they are intoxicated. No alcoholic or tobacco products are allowed to be sold on the Fairgrounds, without Fair Management approval and proper licensing.

22. **EXHIBIT HOURS**: Exhibit must be open and staffed each and every day during the annual Event and during the regular hours established by the Fair.

23. **DEFACEMENT OF FACILITY/PROPERTY**: Exhibitor shall not injure, mar, nor in any manner, deface said Fairgrounds or any equipment contained thereon; and shall not cause or permit anything to be done whereby the Fairgrounds property or equipment thereon shall be in any manner injured, marred, or defaced. Exhibitor shall not drive or attach nails, hooks, tacks, staples, screws, adhesive or tape of any kind to the walls, ceilings or floors of any Fair buildings or equipment contained therein and will not make nor allow to be made any alterations of any kind to said buildings, property or equipment contained therein.

24. **EXCLUSIVE CONTRACT**: The Fair may have exclusive contracts for such items as soft drinks, bottled water, meat, milk, and other food, beverage, and merchandise. Exhibitors agree to not use competitive products and to purchase all food, beverage, and merchandise items from these vendors. It is the responsibility of the Exhibitor to obtain a list of the exclusive vendors from the Fair prior to the opening day of the Event.

25. **HAZARDOUS AND TOXIC SUBSTANCES**: The Exhibitor agrees, at all material times Exhibitor 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 Exhibitor shall be in possession of such hazardous or toxic waste, the Exhibitor shall immediately notify the Fair and the St. Lucie County Department of Environmental Resource Management and Public Health Unit as well as the Florida Department of Environmental Protection and the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law and the Fair relative to such materials. Additionally, Exhibitor agrees not to throw any refuse or empty any fluids on the ground. Grease barrels are provided by the Fair in convenient locations and must be used.

In the event an Exhibitor shall dump grease at locations not authorized by the Fair, they shall be subject to a fine of \$1000.00 for each infraction by the Fair, plus any fine imposed by any government entity and shall be deemed in material breach of this Agreement and subject to immediate removal from the Fairgrounds.

26. **HOLDING TANKS**: In the event an Exhibitor is required to utilize a portable toilet or holding tank the Exhibitor shall make arrangements for said holding tank with the Fair and shall be responsible for payment, in advance, to the Fair for the charge for the holding tank at the time it is rented. **Exhibitors may use their own holding tanks provided they hold a minimum of 150 gallons and meet all applicable laws, rules, ordinances, and statutes concerning holding tanks.** Holding tanks must be pumped daily or as needed, and any water standing on the ground shall not be permitted.

27. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS**: Exhibitor hereby specifically agrees to comply with all applicable Federal, State and local laws, ordinances, rules, regulations, statutes and policies including these Rules and Regulations promulgated by the Fair, as amended from time to time. Licensee shall specifically comply with the provisions of Chapter 616, Florida Statutes, the Federal Americans with Disabilities Act, Florida Accessibility Code and all relevant health and fire codes and all trademarks, copyright and other intellectual property law, including those pertaining to music licensing. Such laws, ordinances, statutes, rules and regulations are expressly made a part of this Agreement. Exhibitor acknowledges that Fair and/or Fair's law enforcement designee shall conduct warrant and sex offender/predator checks on all Exhibitor employees.

28. **INSURANCE**: The St. Lucie County Fair Association will not be responsible for any injury that may occur to the exhibitors, their employees, or representatives or damage to exhibits because of fire, theft, or accident, act of God or any other causes. If the above insurance is wanted, the exhibitor must obtain it.

29. **CERTIFICATE OF LIABILITY INSURANCE**: **All exhibitors must have a minimum of \$1,000,000.00 of coverage for bodily injury/liability and the St. Lucie County Fair Association Inc, St. Lucie County Sheriff's Office and the St. Lucie County Board of County Commissioners must be named as additionally insured.** Insurance may be available through the St. Lucie County Fair at an additional charge. If your insurance certificate has not been received in the fair office by February 1st, your account will be charged an additional fee for the certificate of insurance. Emailed copies from the insurance company will be accepted. This applies to all inside and outside vendors. Waivers for Liability insurance may be issued on an individual basis to those who qualify. The policy shall contain a standard thirty (30) day cancellation provision and which policy is deemed primary and non-contributory. All insurance certificates and the declarations page must be provided to the Fair no later than thirty (30) days prior to the Event. Coverage must be through the Event. Exhibitors failing to timely meet the obligation of this paragraph may lose their exhibit space. **Under no circumstances will an Exhibitor be allowed to set up, camp, or otherwise enter on to the Fairgrounds unless the above insurance is in place as of the exhibitor's set-up.**

Please be advised that you must register all vehicles at the fair office. Vehicles are defined as power units licensed for the road; power units not licensed for the road are mobile equipment for temporary use. When registering the vehicle, you must provide a Certificate of Insurance naming the St. Lucie County Fair Association, Inc. and St. Lucie County as an additionally insured.

30. **INDEMNIFICATION AND RELEASE**: Exhibitor hereby covenants and agrees to fully release, exonerate, indemnify, defend and hold harmless ST. LUCIE COUNTY FAIR ASSOCIATION, INC, ST LUCIE COUNTY SHERIFF'S OFFICE, and ST. LUCIE COUNTY, and each of their Board of Trustees, Directors, Officers and all management, staff, agents and employees each severally and separately from any and all claims, suits, losses, damages, fines, penalties, liabilities, expenses, including reasonable attorney's fees and costs at the trial and appellate level, for any injury or death to persons (whether they be third persons or employees of either the Fair or

Exhibitor) and any loss (through theft or otherwise) of or damage to property (whether it be that of the Fair, the Exhibitor or some third party), or issue of law, caused by, growing out of, or arising out of Exhibitor's use of the Fairgrounds (whether or not the Fair is deemed negligent), including without limitation, its use by Exhibitor's agents, sub-licensee's vendors, exhibitors, contractors or subcontractors; exercise of any rights under the License; breach of any item, warranty or provision of this License by Exhibitor; the sale of products; the operation on the Fairgrounds, or the carelessness, negligence or improper conduct of the Fair or any other third party; or any act or omission of Exhibitor, its employees, officers, or agents. All such liability is hereby expressly assumed by the Exhibitor. Moreover, Exhibitor has voluntarily chosen to enter the St. Lucie Fairgrounds and (the "Fairgrounds" or "Fair") and participate in any and all activities, events, and to use the Fairgrounds, including all the building(s), walkways, common areas and amenities before, during and after its annual Fair. In consideration for the Fairgrounds permitting Exhibitor to participate in the event and use the Fairgrounds, Exhibitor hereby acknowledges, agrees, promises and covenants on behalf of Exhibitor, assigns, officers, directors and employees, releases the Fair, ST. LUCIE COUNTY and the ST. LUCIE COUNTY SHERIFF'S OFFICE and each of its lessors, parent companies, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of its partners, trustees, directors, officers, members, employees, elected and appointed officials, licensees, volunteers, contractors, sponsors, representatives, managers, agents, attorneys, and all other persons or entities acting in any capacity on their behalf, past and present, and each of them (collectively referred to herein as the "Releasees") from all risks, including but not limited to (i) the acts, omissions, or negligence in any degree of Releasees, or their agents or employees; (ii) the risks inherent in the event, including but not limited to any physical or mental injuries; (iii) latent or apparent defects or conditions of the Fairgrounds; (iv) improper or inadequate instruction or supervision regarding the event or use of the Fairgrounds; (v) the behavior of co-participants; (vi) accidents or incidents in the Fairgrounds; (vii) criminal acts, terrorism or acts of war declared or undeclared; (viii) exposure or potential exposure to sickness, illness, viruses, harmful bacteria and other infectious diseases; and/or (ix) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their contractors, agents or employees; any of which could result in PHYSICAL OR MENTAL INJURY, PARALYSIS, DEATH, ILLNESS OR DISEASE, OR DAMAGE to Exhibitor, exhibitor's property, or to third parties. Exhibitor understands and acknowledges that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to Exhibitor or to Exhibitor's property. This provision shall expressly survive termination of this Agreement.

31. **CANCELLATION AND TERMINATION**: This agreement shall terminate, and all rights and privileges hereunder shall cease immediately upon conclusion of the period referenced in the Agreement. This Agreement may also terminate, at the Fair's option, upon default by the Exhibitor, which shall be defined as the Exhibitor's failure to promptly and timely pay all sums due or to abide by the other terms, provisions and conditions of the Agreement as set forth herein. Default of one provision by the Exhibitor shall be default of the entire Agreement. In the event of default, all money thereto-fore paid by Exhibitor shall not be refunded. Upon termination, Exhibitor shall not be entitled to utilize the Exhibit space as set forth hereinabove for the period provided herein regardless of efforts, costs, expenditures, or arrangements made by the Exhibitor.

32. **APPROVAL BY THE FAIR**: This Agreement may be terminated at any time by the Fair, if the Exhibitor utilizes the Fairgrounds for a purpose or use different than that listed on the Agreement. Exhibitor expressly

waives any and all damages against the Fair by reason of its termination of Agreement or disapproval of any performance, exhibit, etc., pursuant to its provision.

33. **SECURITY**: Fair agrees to provide general security for the Fairgrounds, which constitutes approximately 85 acres. The Fair also agrees to lock and secure the buildings in which the Exhibitor will exhibit their specific items. However, the Fair does not warrant or insure against theft, vandalism, or any loss due to natural consequences such as hurricane, flooding, etc., or any other loss, such as fire, to an Exhibitor and the Exhibitor shall obtain insurance to provide for any such loss and waives any claim for loss or damage against the Fair. Exhibitor agrees that it shall be solely responsible for the safety and security of its own tangible personal property, or tangible personal property owned by a third party but within Exhibitor's possession, custody, or control. Exhibitor expressly waives any claims against the Fair, its officers, trustees, directors, employees, and agents, for any loss or damage, by theft, fire, or otherwise to such tangible personal property regardless of whether the Fair, its officers, trustees, employees or agents are deemed negligent or not.

34. **NON-SMOKING FACILITY**: All of the buildings located on the Fairgrounds are designated as non-smoking facilities. Exhibitor agrees to post such signs as may be necessary to inform all persons of this fact and to enforce this rule whenever necessary.

35. **OVERNIGHT CAMPING**: Exhibitor shall not cause or allow overnight camping, tent camping, sleeping or any such acts on the Fairgrounds, nor in any building or any other area controlled by the Fair without written consent of the Fair, which approval may be arbitrarily withheld in the sole discretion of the Fair. Licensee shall not allow or permit any open fires on the Fairgrounds.

36. **LOST ARTICLES**: All lost/found articles should be turned in to the Fair Office and Management.

37. **CANCELLATION BY THE FAIR**: The Fair reserves the unilateral right to cancel this event for economic reasons, or for the public good, or for events including, but not limited to acts of God, fire, flood, natural disaster, a threat of a tropical storm, a threat of a hurricane, inclement weather, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), a pandemic, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties in which case any funds paid by the Exhibitor for unused days, less actual expenses necessarily incurred by the Fair in connection with the event so cancelled will be refunded without penalty. In addition, the Fair reserves the unilateral right to cancel this event 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 the participant that its rights hereunder are subordinated and inferior to the right of use by any Federal, State or County agency or department in which case any funds paid by the Exhibitor for unused days, less actual expenses necessarily incurred by the Fair in connection with the event so cancelled, will be refunded without penalty. Should the Fair exercise its right to cancel this event for any reason, including, but not limited to, those stated above, the Exhibitor agrees to forego any and all claims for damages against the Fair and further agrees to waive all rights which might arise by reason of the terms of this Agreement and the participant shall have no recourse of any kind against the Fair.

38. **OCCUPANCY INTERRUPTION**: Exhibitor hereby waives any and all claims for compensation for any and all

loss or damage sustained by reason of any defect, deficiency, or any impairment of the electrical, computer systems, telephone, plumbing and air conditioning installations or any part thereof furnished for the annual fair on the Fairgrounds or for any loss or damage sustained resulting from fire, black-out, brown-out, water, wind, civil commotion, riot, labor strikes, or act of God.

39. **FAIR'S RIGHT OF ENTRY**: Duly authorized representatives of the Fair, such as its trustees, directors, officers, employees, or other agents, may enter the area utilized by Exhibitor, at any time and occasion. Licensee hereby waives any and all claim for compensation for any and all loss or damages sustained by reason of interference by any public agency or Fair Official in the Exhibitor's operation; however, such interference shall not relieve Licensee from any obligation hereunder.

40. **TENTS**: All tents or tent configurations over 20ft X 20ft will have an additional permit fee. This fee will be collected by the St. Lucie County Fire District. All tents must have current fire-retardant certificates valid to Florida standards. The Fire Department will be on the grounds Friday AM of opening day to collect your fees.

41. **POP-UP OR EASY-UP TENT STRUCTURES**: **No Pop-up or Easy-up tent structures are allowed on the grounds.**

42. **EXHAUST SYSTEMS**: Any booths or stands cooking with grease frying must have hood exhaust systems installed in their units.

43. **PAYMENT FOR DAMAGES**: Exhibitor agrees to pay all cost and expenses, as determined in the sole judgement of the Fair, of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this Agreement in order to restore the damaged property, personality, fixtures, and/or equipment or other parts of the Fairgrounds to a condition equal to that at the time this Agreement went into effect.

44. **UNDERGROUND UTILITIES**: Exhibitor shall not, nor will Exhibitor allow any of its agent, vendors, sub-licensees, concessionaires, or employees to drive any stake, instrument of object of any kind into the asphalt or grassy area of the Fairgrounds without the written consent of the Fair. Underground electrical wiring is installed throughout the Fairgrounds, which could result in severe electrical shock. It shall be the sole responsibility of the Exhibitor to enforce this provision and the Fair will look to Licensee for reimbursement pursuant to the Payment for Damages clause of these Rules and Regulations.

45. **LICENSES, PERMITS, AND TAXES**: Exhibitor agrees to obtain the proper licenses and/or permits for the use of the space and operation covered by this agreement as required by Federal, State and Local Law and supply evidence of same to the Fair on demand. Exhibitor agrees to promptly pay all applicable taxes and to require all vendors, exhibitors, and others selling products to pay the applicable taxes and carry proper licenses and permits. Exhibitor 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. The reporting form must be turned in at the Fair's Finance office daily. Exhibitor shall also make and be responsible for all federal, state, and local income taxes and all deductions and taxes relating to employees and employment.

46. **STORAGE**: Exhibitor assumes all responsibility for all its goods, materials, merchandise, exhibits, displays, articles, and other tangible personal property in or on the Fairgrounds before, during or after the annual fair and the Fair assume no responsibility for said items.

47. **CIVIL RIGHTS**: Exhibitor agrees not to discriminate against any employee or applicant for employment because of race, religion, creed, national origin, disability, gender, and age and further agrees to likewise not discriminate for those same reasons against any person relative to admission, services or privilege offered to or enjoyed by the general public, and to be in compliance with the Federal and Florida Civil Rights Act and American with Disabilities Act (SA).
48. **RETENTION OF FAIR PRIVILEGES**: The waiver or failure of the Fair to insist on strict and prompt performance of the terms of this Agreement, Rules and Regulations, or other Exhibits, and the acceptance of such performance there after shall not constitute or be construed as a waiver or relinquishment of the Fair's right thereafter to enforce the same strictly according to the terms in the event of a continuous or subsequent default on the part of the Exhibitor.
49. **OTHER CONDITIONS**: It is agreed that this Exhibitor is subject to all the conditions and limitations set forth in all the attachments, exhibits, rules and regulations and policies for the use of the Fairgrounds herein above referred to and Exhibitor shall be bound thereby. In the event of any conflict between the Agreement and any exhibit, or attachment, the exhibit or attachment shall control.
50. **PERFORMANCE BOND**: The Fair, at its discretion, may require Exhibitor to deposit a performance bond either by cash, certified check, or by a duly accredited bonding company. The amount of the bond will be as shown on the cover page of the Agreement.
51. **CONDITIONS AND LIMITATIONS**: Terms and conditions of this Agreement are not approved until this Agreement is signed by a Chief Operating Officer of the Fair, or his or her designee.
52. **COMPLAINTS**: All complaints by Exhibitor or its employees or agents, including, without limitation, those relating to this Agreement, the Fair's policies, the Fair's Officers, Trustees, Directors, staff or personnel, or the Fair's other licensees, shall be dated and in writing and promptly and immediately sent to the Chief Operating Officer at the Fair office.
53. **COUNTERPARTS AND DUPLICATE ORIGINALS**: To facilitate the execution of this Agreement, any number of counterparts of this Agreement may be executed and delivered. It shall not be necessary that each party's signature appear on each counterpart, but it shall be sufficient that each party's signature appear on one or more of the counterparts. Each of the counterparts shall be considered on original and all of them, together shall constitute one and the same instrument. Any number of duplicates of this Agreement may be executed and delivered, each of which shall be considered an original.
54. **CONSTRUCTION OF AGREEMENT**: Each party has relied upon its own examination of the Agreement and the advice of its own counsel and other advisors in connection with this Agreement. This Agreement was negotiated at arm's length. Thus, this Agreement shall not be construed more strictly against the Fair notwithstanding that it has been drafted by the Fair and the Fair's counsel. Furthermore, the money, property, insurance, or services, which are the subject of this Agreement, are for commercial purposes and not for personal, family or household purposes.
55. **EFFECTIVE DATE**: The effective date of this Agreement shall be the date on which the last one of the Fair's

representatives and the Exhibitor's representative execute this Agreement.

56. **LANGUAGE:** Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.

57. **PARAGRAPH HEADINGS:** The paragraph headings used in this Agreement are for convenience only and shall not be used in interpreting or construing any provision of this Agreement.

58. **SEVERABILITY:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of this Agreement 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

59. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Handwritten or typewritten provisions inserted into this Agreement and initialed and dated by all parties shall control over all typewritten provisions in conflict therewith.

60. **FURTHER ACTION:** Each of the parties hereto shall execute and deliver all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with performance of the obligations hereunder and to carry out the intent of the parties hereto.

61. **ATTORNEY'S FEES:** Any reference to attorney's fees in this Agreement applies only to the indemnity given by Exhibitor to the Fair and not to any other term, provision, and condition hereof.

62. **VENUE:** The venue of any legal proceeding brought in connection with this Agreement or any aspect of the relationship between the parties shall be in St. Lucie County, Florida.

63. **FLORIDA LAW:** This Agreement shall be considered to have been made and executed in St. Lucie County, Florida, and shall be interpreted, construed, and enforced in accordance with the laws of Florida and no other.

64. **TIME:** Time is of the essence of all provisions and terms of this Agreement.

65. **MATTERS SURVIVING TERMINATION:** Unless otherwise provided in this Agreement, none of the terms, provisions, representations and warranties, and all remedies available to any party, shall survive termination of the Agreement.

66. **RIGHTS IN THIRD PARTIES:** Except as otherwise specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed to confer on or give any person, firm, or corporation, other than the parties and their respective officers, directors, and shareholders any rights and remedies under or by reason of this Agreement.

67. **DEPENDENCE OF COVENANTS:** The covenants contained in this Agreement regarding performance by Exhibitor shall be construed as dependent covenants. Default of one shall be deemed absolute whether substantial performance has occurred regarding all or any other covenants herein.

68. **RENEWAL:** This Agreement is only for the dates as set forth in this Agreement. Exhibitor agrees that the

fact that it has been granted space during the annual St. Lucie County Fair in the past shall not entitle Exhibitor to any right to use the Fairgrounds in the future. The fact that Exhibitor has been granted a particular space in the past does not create any right to such space in the future it being understood and agreed that the Fair expressly reserves the right to allocate space in its sole and arbitrary discretion. Additionally, nothing shall prevent the Fair from granting the Agreement to an entity, which is competitive to the Exhibitor hereunder.

69. **SUCCESS:** The Exhibitor agrees that it is solely responsible for its success. Exhibitor has not and shall not rely on any advice or direction from any employee, officer, Trustee, Director, or agent of the Fair, except as may be required under this Agreement; in planning and carrying out its operation. The fact that the Exhibitor is restricted by and subject to the terms and conditions of this Agreement, or is moved to another location from previous years, is a risk that the Exhibitor freely assumes. The Fair makes no warranty or representation as to historic or anticipated attendance, or revenue, from the Event.

70. **FIDUCIARY DUTY:** The parties to this Agreement specifically intended that neither this Agreement nor course of dealings between them shall create fiduciary obligations. Nothing contained in this Agreement, and no course of dealings between the parties, shall be construed as establishing a partnership, joint venture or agency between the parties. The rights, duties and obligations of the parties are to be controlled exclusively by this Agreement. Any obligation or covenant of good faith and fair dealing, whether express, implied-in-fact or implied-in-law, is intended to be contractual only. This Agreement was negotiated at arms' length. There is no "special relationship" between the parties. Neither party is or has been influenced or dominated by the other. Each party places in the other the trust and confidence that reasonable strangers dealing at arms' length in business relationships would place in one another. Neither party reposes special nor extraordinary trust in the other. Each party to this Agreement represents that it is an independent, experienced, and sophisticated business entity. Each party conducts its own investigations and obtains its own information about business transactions. Each party relies wholly on its own counsel and/or judgment in making business decisions. The frequency, length, or closeness of dealings between the parties shall not create fiduciary obligations. In particular, extended dealing over a lengthy period of time shall not create fiduciary duties. Any advice given by one party to the other is offered unilaterally and accepted indifferently. Neither party undertakes to act for the benefit of the other, and neither accepts any trust unilaterally reposed by the other. Any disclosure obligations contained in or arising from this Agreement or the course of dealing between the parties are strictly contractual, and do not create fiduciary obligations. The parties intend that any disclosures of information, confidential or otherwise, during the course of business negotiations or dealings shall not be construed as creating additional disclosure obligations.

71. **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 Agreement shall be construed to make the parties hereto partners or joint ventures or to render either party liable for any obligation of the other.

72. **WAIVER OF JURY TRIAL:** The Fair and the Exhibitor hereby and 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 lawsuit, proceeding, counterclaim, or any other litigation or proceeding based upon or arising out of this Agreement or any related agreement or instrument, or any course of actions, course of dealing, statements (whether verbal or written) or actions relating to this Agreement, including any tort 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 Agreement. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.

73. **PRESUIT MEDIATION**: Prior to bringing lawsuit under this Agreement, 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 FRCOP 1.750, excluding subsection (b) together with the 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 the result of mediation. Good faith compliance with this provision shall be a condition precedent to the right of any party hereto bring a lawsuit under this Agreement. This provision is a material inducement to the Fair entering into this Agreement.

74. **BINDING EFFECT**: This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors in interest and/or assigns.

75. **PAYMENT**: Payments will be due as stated in the Agreement. Fair will only accept cash, money order, certified or cashier's check, or credit card prior to the opening day of the Event and thereafter. No space can be occupied until full payment is complete. If Exhibitor fails to timely pay the sums due as provided for in the Agreement, if applicable, Fair shall be entitled to accrual of interest on the unpaid sums due at the rate equal to the lesser of 1.5% per month, or the maximum rate permitted by law. Notwithstanding anything herein to the contrary, the interest rate charged by Fair shall never exceed the highest rate allowed by law, as amended from time to time.

76. **FIRE EXTINGUISHERS**: Any Exhibitor cooking in deep fat fryers or ordinary fryers must have at a minimum, a multipurpose dry chemical extinguisher rated at least 2A-15BC or a CO2 extinguisher with at least a 15C rating, and otherwise comply with the requirements of law, rule and ordinance of any governmental agency having authority over such matters, if applicable, high pressure CO2 cylinders should be secured to a permanent wall or partition.

77. **COPYRIGHTS**: Exhibitor will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used at, or incorporated in the Event. Exhibitor agrees to indemnify, defend, and hold Fair harmless from any claims, damages, or costs, including legal fees, which might arise from use of any such material either by Exhibitor, or any other person or entity associated with the Event. The Fair name and logo are protected trademark/service marks and may not be used without the express written consent of the Fair.

78. **RIDES AND GAMES**: Exhibitor shall not operate any amusement devices and amusement attractions, as those terms are defined by Chapter 616, Florida Statutes. It is also agreed that Exhibitor shall not operate games of chance, as defined by the Florida Statutes.

79. **AUTOMATED TELLER MACHINES (ATM)**: No AMTs shall be allowed on the Fairgrounds except ATM's provided by the Fair.

80. **NOTICES:** (a) Method of Giving Notice. All notices or other communications permitted or required to be under this License shall be given in writing, and delivered to the Fair at 15601 West Midway Road, Fort Pierce, Florida and to the Exhibitor at the address indicated in the Agreement (or sent to their fax numbers or email address) by one of the following ways, at the option of the party; (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 FedEx; or (iv) by telecopy (fax); (v) via email with a delivery and read receipt requested. (b) Effective Date of Notices. Notices delivered by hand delivery or by a nationally recognized overnight courier service such as FedEx 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 mail, 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. If the last day for giving any notice or performing any act under this License fall on a Saturday, Sunday or on a day on which the United States Post Office is not open, the time shall be extended to the next day that is not a Saturday, Sunday, or Post Office holiday.

81. **ENTIRE AGREEMENT:** All terms and conditions of this Agreement shall be binding upon the parties, their heirs, and representatives and cannot be waived or modified by any oral representation or promise of any agent or other representatives of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this Agreement. Such written document must be incorporated by specific reference therein as a part of this Agreement. Neither party may rely on any oral representations and must look solely to the terms of this Agreement. Furthermore, Exhibitor agrees that, notwithstanding the possibility of significant damages to Exhibitor in the event the Fair exercises it's unilateral right of cancellation and termination as provided herein, and the right to retain the deposit and other monies, and other rights under the Agreement, the Exhibitor agrees to the terms contained herein and executes this Agreement voluntarily and freely. This Agreement 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 cancelled in their entirety and are of no further force or effect.