

LAKE COUNTY FAIR ASSOCIATION RULES AND REGULATIO

1. **NO INTEREST IN LAND:** The parties hereto agree that Licensee's rights hereunder shall not be construed as a lease, easement, or other interest in the real property of the Fair.
2. **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 the 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.
3. **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 revokable, limited and nonexclusive License to do business under the terms and conditions of this 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 other intellectual properties. All of Licensee's equipment used will be in good condition, clean and of first quality. The Fair has the right to inspect all equipment brought on the fairgrounds and to reject such equipment in its sole judgment, that does not comply with the requirements of this License.
4. **TIMES:** The Licensee may start setting up Wednesday prior to the Fair opening day. All exhibits must be setup and in place no later than 2:00 p.m. on opening day. All space not occupied at that time by Licensee will be revoked and payment forfeited. The Commercial Building will be opened one (1) hour prior to opening time of the Fair. At this time, Licensee will be allowed to enter exhibit buildings. Licensee's concession must remain intact until the closing of the Fair, no exceptions. At the close of the Fair, all Licensee's equipment and material shall be removed from the fairgrounds within forty-eight (48) hours after the closing day of the Fair.
5. **PRICES:** The Fair reserves the right to review products or services for price at any time and from time to time during the annual fair. Licensee agrees to post prices of products or 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.
6. **PERFORMANCE FEE:** The Licensee will be required to place a performance fee in the amount of \$100.00 which will be reimbursed if all rules and regulations are met. The fee will be returned within one month of closing of each Fair.
7. **GROUND COVER:** Licensee may use ground cover (mulch, bark, chips, etc.) in their area, however it will be the responsibility of the Licensee to pick up and remove the ground cover from the fairgrounds prior to Licensee vacating the fairgrounds.
8. **ALCOHOLIC BEVERAGES/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 cups or approved containers. No glass please.
9. **INDEMNIFICATION:** The Licensee hereby covenants and agrees to 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, action, losses, damages, fines, penalties, liabilities, judgments, expenses, including reasonable attorney's fees and costs, in all administrative proceedings and 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 Licensee) and any loss (through theft, fire or otherwise) of or damage to property (whether it be that of the 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 this 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 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 performance 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 event of a continuous or subsequent default on the part of 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 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 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, bond 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 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 may be distributed only upon request by the Fair patron. Licensee shall not collect signatures or personal information from any Fair patron for any purpose. Licensee shall not harass Fair patrons nor will Licensee or its agents block the free flow of the Fairgrounds traffic. 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. Should Licensee violate any provision of this section, the License shall be subject to immediate termination by the Fair and Section 12 of these rules and regulations shall apply with respect to cancellation, release and damages.
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 trademark, copyright and other intellectual property laws. Licensee agrees that at all times it will conduct its activities with full regard for public safety. Licensee also 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 City of Eustis Fire Department. All food concessions must have: (a) five (5) lb. ABC fire extinguisher with current tag; (b) proper LP gas connections and tank locations; (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 part 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. 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 personalty in the receipt, handling, care or custody of said personalty at any time whether the Fair be deemed negligent or not. The Licensee further indemnifies and holds harmless the Fair from any claims, fees or costs related to claims from any third party for loss or damage to said personalty 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. **ELECTRIC:** Each Licensee will be furnished 110 volts electrical outlet for each exhibit space used. Additional outlets or 220 volts for operation of special equipment will be available at \$1.50 per amp.

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 Lake County agencies pursuant to Florida law and Lake 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).

(b) **Effective Date of Notices.** 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 so designed that any part exposed to view inside, outside or form 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, including, without limitation, Chapters 616 and 849 of the Florida Statutes.

35. **CONFLICTS:** In the event of any conflict between the License and any Exhibit, the Exhibit shall control.

36. **ENTIRE AGREEMENT:** All terms and conditions of this License 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 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. This 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 Exhibits 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's 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 Lake County, Florida.

46. **FLORIDA LAW:** This License shall be considered to have been executed in Lake 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 the parties hereto partners or joint venturers or to render either party hereto liable for any obligation of the other.

52. **WAIVER OF JURY TRIAL:** 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, 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 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 to bring a lawsuit under this License. This provision is a material inducement to the Fair entering into this License.