



Kissimmee Valley Livestock Show Home & Garden Show



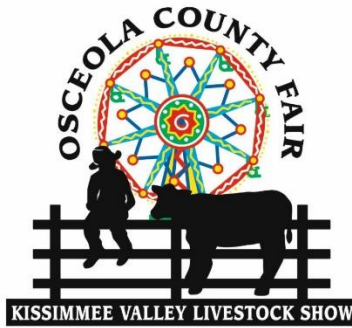
UF UNIVERSITY of
FLORIDA
IFAS Extension

Osceola County Master Gardeners' Fall Plant Sale

October 21st & 22nd, 2016

KVLS Pavilion

Osceola Heritage Park



Home & Garden Show Vendor Participant Manual

Kissimmee Valley Livestock Show Board of Directors

Dale Davis, President
Shawn Beck, 1st Vice President
Rick Nelson, 2nd Vice President
Pam Plylar, Secretary
Cindy Moore, Treasurer
Karen Giel, Co-Treasurer

Karen Kirkendall
Linda Tyner
Matt Walter
Dawn Rowe
Rick Brown
John Holl

Alternates:

Jim Fisher
Karen Giel
Aaron Mick

Staff

Miranda Muir, General Manager
Jayson Lynn, Marketing & Sponsorship Coordinator
Debbie Schmidt, Administrative Assistant & Vendor Coordinator
Jim Amaral, General Maintenance
Pam Plylar, Competitive Entry Coordinator
Jacqueline Santiago, Seasonal Administrative Assistant

The 200+ Members of the Kissimmee Valley Livestock Show & Osceola County Fair are the backbone of our organization. Each year they devote countless volunteer hours to maintain a high-quality, successful, and family-oriented event. We are proud to be a 501c3 Non-Profit Organization committed to the education of area youth and the promotion of the Agriculture Industry.

ABOUT THE EVENT

In coordination with the Osceola County Master Gardeners, the Kissimmee Valley Livestock Show will present an annual Home & Garden Show. Held in October, during the Master Gardeners Fall Plant Sale, the show will consist of a variety of vendors, provide entertainment and activities for children, as well as snacks and meals for a complete day of family fun. A total of 23 indoor (air conditioned/heated) booth spaces (10 ft.) are available, as well as outdoor footage for additional displays. The show is free to the general public and will be advertised in a joint effort between KVLS & the Osceola County Master Gardeners.

The Osceola County Master Gardeners will simultaneously be presenting their Fall Plant Sale, providing various seminars and guest speakers, as well as working in conjunction with Osceola County 4-H for additional youth activities centered around horticulture.

Event Times:

Friday, October 21st, 2016 * 10:00 a.m. – 5:00 p.m.*
Saturday, October 22nd, 2016 * 10:00 a.m. – 5:00 p.m.*

Set - Up Hours:

Thursday, October 20th, 2016 * 9:00 a.m. – 5:00 p.m.
Friday, October 21st, 2016 * 8:00 a.m. – 9:30 a.m.*

*All booths should be set and ready one half hour before doors open to the general public.
Doors will open to vendors at 9:00 a.m. on Saturday, October 22nd, 2016.

Tear Down:

Tear down can begin at close on Saturday. Doors will close at 7:00 p.m.
Any exhibitors that have large items or excessive booths can complete tear down on Monday, October 24th from 9:00 a.m. – 4:00 p.m.

Vendor Opportunities

Food and Beverage Concessions (Outdoor)

Our facilities are very limited on available space for food and beverage vendors.

Pricing

Base cost for 10' x 10' Space	\$100
Additional Frontage	\$20 per foot
Electrical Amp	\$1.50 per amp

Indoor

Located in the heated/air conditioned KVLS Pavilion, these booths are on the mulch floor of our show ring. They are near the restrooms and will be the heart of the show. The show area will be open, no curtain dividers, although space will be clearly marked for exhibitors during set-up process.

Pricing

10' x 10' Booth	\$100
10' x 20' Booth	\$150
10' x 30' Booth	\$175
Each booth includes 2 chairs and 1 bare table.	
Additional Tables	\$10 each

Outdoor

Spaces will be located outside the KVLS Pavilion near walkways and entrances. The ground will be grass covered.

Pricing

10' x 10' Booth	\$75
10' x 20' Booth	\$125
10' x 30' Booth	\$150

Contact Information

Home & Garden Show
Kissimmee Valley Livestock Show
1911 Kissimmee Valley Lane
Kissimmee, FL 34744
321-697-3050
kvls@osceolacountyfair.com
www.osceolacountyfair.com

Plant Sale
Osceola County Extension Services
1921 Kissimmee Valley Lane
Kissimmee, FL 34744
321-697-3000

Accommodations

A limited number of RV sites are available and can be reserved by contacting the KVLS Office. The cost is \$20 per night and payment is due upon reservation. Spots are assigned on a first come, first serve basis. Additional camping may be found at the following locations:

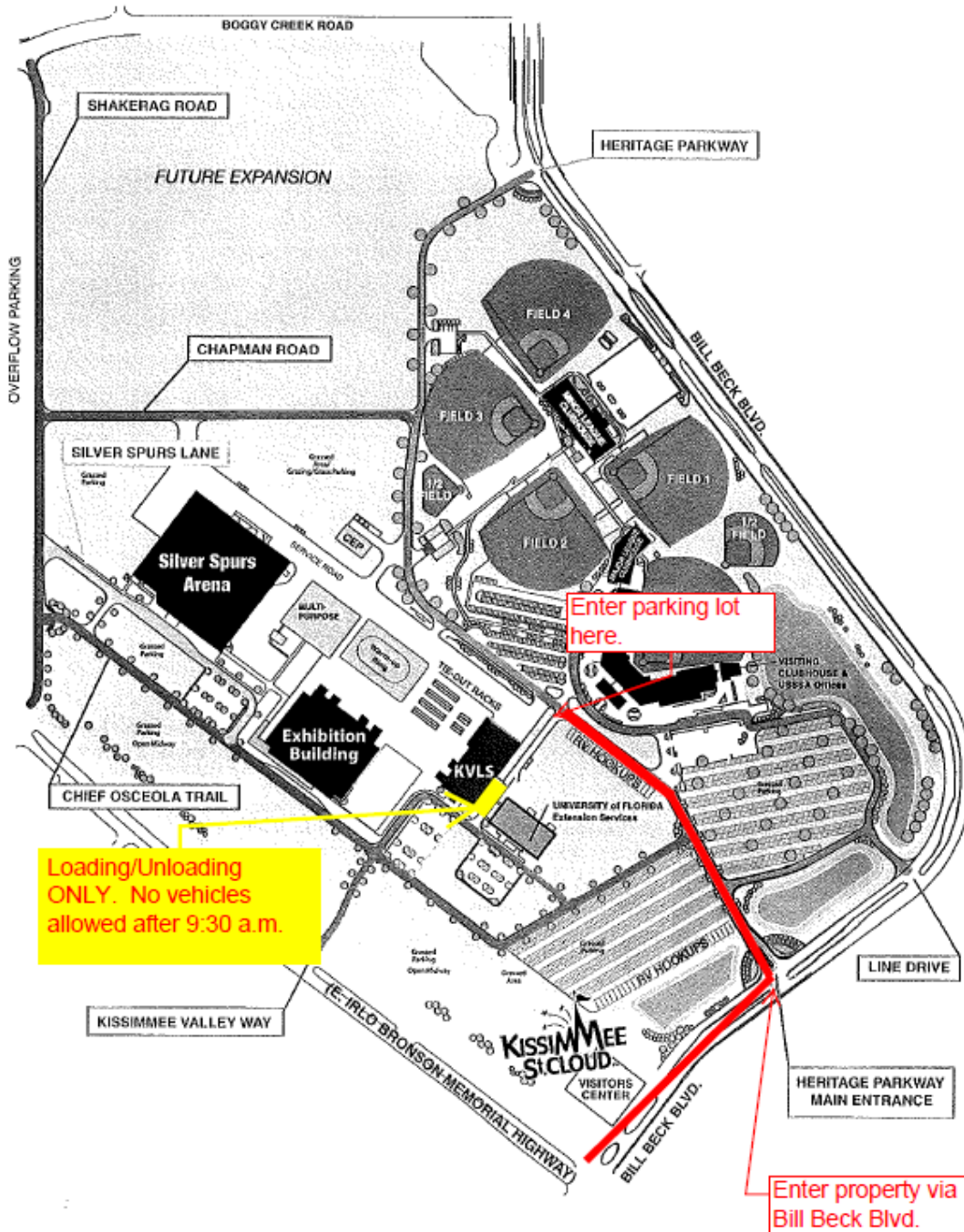
Ponderosa RV Park – less than 1 mile
1983 Fortune Road
Kissimmee, FL 34744
(407) 847-6002

Orlando/Kissimmee KOA – 8 miles
2644 Happy Camper Pl, Kissimmee, FL 34746
(407) 396-2400

Hotel Accommodations are provided through a professional service team dedicated to ensuring top quality hotels at the best rates. A link can be found at our website or simply use this address: <http://reservations.arestravel.com/hotel/list/9036/m3363>

Entrances/Parking

SITE PLAN



Tent Permits

ALL tents larger than 10' x 10' will require an Osceola County Tent Permit. Permits are the responsibility of the Licensee and can be obtained at the Osceola County Administration Building, 1 Courthouse Square, Suite 1100, Kissimmee, FL 34741. Permit Applications may be obtained, in advance, via their website, <http://permits.osceola.org/Apply/>. Your application will require a map of the property (enclosed), indicating where your tent will be placed, as well as a letter of permission (enclosed).

Should you have any issues or concerns during the permit process, please contact the KVLS Office.

KVLS Home & Garden Show Application for Space

(Must be completed by ALL Vendors/Licensees – One Application per reserved location)

TYPE OF EXHIBIT: Food Vendor Indoor/KVLS Pavilion Outdoor

NAME OF BUSINESS: _____

CONTACT NAME: _____

SALES TAX #: _____ FEIN #: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

We are often asked to share our “vendor email list” to other fairs and festival looking for new and/or unique businesses for their events. Would you like us to share your info? Yes No

HOME PHONE: _____ CELL PHONE: _____

FAX: _____

PRODUCT: List **ALL** items you would like to sell or display. If selling, give price range \$ _____.

What age is your target market? _____

SPACE REQUIREMENTS

FOOD VENDORS –

Frontage (in Feet, must include hitch) _____ Depth (in Feet) _____

Electrical Amps Required for Unit _____

Number of Stock Units _____, Size (in Feet) _____ x _____

TOTAL Electrical Amps Required for Stock Unit(s) _____

Outdoor-

Frontage (in Feet, must include hitch if applicable) _____ Depth (in Feet) _____

Electrical Amps Required for Unit _____

Indoor/KVLS Pavilion

Space is available in 10 foot increments. 10x10, 10x20, 10x30, etc.

Booth size requested _____ x _____

What is the largest space you can attractively fill? _____ x _____

Special Requests: _____

Special requests will be filled only if possible and on a first come first serve basis. **Requests do NOT guarantee fulfillment.**

REFERENCES

Have you ever exhibited at the Osceola County Fair in any area? Yes No

If yes, when? _____

List name of company at that time: _____

How many years has your business been in operation? _____

List Fairs/Festivals you have been associated with and date(s) of your participation:

1. _____

2. _____

In order for your application to be considered, all parts of this form must be filled out completely. This is an application for space, not a contract or offer to enter into a contract. **Application does not guarantee space.** DEPOSITS will NOT be accepted with applications.

If a contract is offered, deposits are due within 7 business days, of the contract, to hold your assigned space. After 10 days, the space will be offered to the next selected vendor. Spaces are assigned on a first come, first serve basis with returning vendors receiving priority.

ALL VENDORS! Upon acceptance of your application, a space will be assigned to you and you will receive a map advising you of the location. At that time, you have 7 business days to return your signed License Agreement and your deposit. If these items are NOT received within 7 business days, that location will be given to the next applicant and you will go to the end of the line. THERE WILL BE ABSOLUTELY NO SPACE CHANGES UPON ARRIVAL.

Please return your application and rules and regulations acknowledgement to:
Kissimmee Valley Livestock Show/Osceola County Fair
1911 Kissimmee Valley Lane
Kissimmee, FL 34746
kvls@osceolacountyfair.com
321-697-3060 Fax

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

Kissimmee Valley Livestock Show & Osceola County Fair, Inc.
2017 Home & Garden Show
RULES AND REGULATIONS TO EXHIBIT

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 Space License Agreement (hereinafter "Agreement") by and between the Kissimmee Valley Livestock Show & Osceola County Fair, Inc. ("Fair") and the Exhibitor named in the Agreement for the annual Osceola County Fair ("Event"). Upon execution of the Agreement, Exhibitor agrees to abide by all Rules and Regulations as stated hereinafter and, as 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 authorized agent(s) 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 represents 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 in good standing and active, and if it is not a Florida Corporation, it warrants and represents that 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 Fair, in writing, no later than three (3) days after the change.

3. Payment: Payments will be due as stated in the Agreement. **Personal and company checks will be accepted prior to October 14th, thereafter, Fair will only accept cash, money order, certified or cashier's check, or a credit card. Checks are to be made payable to the Kissimmee Valley Livestock Show, 1911 Kissimmee Valley Lane, Kissimmee, FL 34744.** Absolutely 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 a 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.

4. Deliveries and Shipments: KVLS shall accept deliveries on behalf of Exhibitor, delivered to 1911 Kissimmee Valley Lane, Kissimmee, FL 34744, 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 KVLS and releases KVLS of any responsibility for the 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 KVLS regardless of the care or, lack of care, exercised by KVLS 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 KVLS. KVLS reserves the right to impose a handling and storage charge for any large, unusual or any other delivery which requires, in Fair's sole opinion, extraordinary time and effort. All deliveries must be plainly marked with the name of the Exhibitor, when possible Exhibitor space number, and addressed to the shipping address as indicated on the top of the agreement. No shipments will be accepted after the Event is over. All shipments shall be returned to the carrier which remain unclaimed as of the close of the Event. No COD's will be accepted.

5. Delivery Hours: For the month prior to the opening of the Event, KVLS Office Hours are Monday – Thursday, 8:00 a.m.– 3:30p.m. During the event, KVLS Office hours will be as follows;
Friday, October 21st – 9:00 a.m. – 5:00 p.m.
Saturday, October 22nd – 9:00 a.m. – 5:00 p.m.

All items delivered outside of the above hours will need to be hand-delivered to the exhibitor themselves. KVLS is not responsible for any parcels left on KVLS grounds and is not responsible for notifying the Exhibitor of its arrival. All deliveries made to KVLS Office must be picked up in a timely manner. **Fair Staff will NOT deliver them to your booth space.**

6. Exhibitor Credentials: This is a **FREE** event, open to the **General Public**. **No credentials will be required.**

7. Exhibitor Parking: Free parking is available for this event in designated parking lots. **All trailers regardless of permit, must be parked in a designated areas. Exhibitor vehicles and trailers parking in improper areas will also be towed at the owner's expense.** The rate charged for the permit shall be established by KVLS from time to time.

8. Exhibit Delivery: Vendors can pull near the KVLS Pavilion for unloading ONLY. Each vehicle shall be permitted to remain in this area for twenty (20) minutes and must be removed 1 half hour prior to the Event opening. **NO EXCEPTIONS. ALL vehicles MUST exit loading area before 9:30 a.m. MUST BE INITIALED.**

9. **Motorized Carts:** No Licensee shall be allowed to operate motorized vehicles of any nature on KVLS grounds during operating times. Please come prepared and use wagons or push carts for transporting additional stock from vehicles or stock units to your booth space. **MUST BE INITIALED.**

10. **Electrical Connections:** No Exhibitors shall independently make a connection to any Fairgrounds electrical panel(s). Any attempts to do so may result in dismissal from the event and therefore loss of space payment. Generators are allowed, but must adhere to noise regulations and must be kept out of the general sight of the public. There are NO electrical connections available in the KVLS Pavilion. KVLS Volunteers and Staff will assist in all electrical connections. **MUST BE INITIALED.**

11. **Exhibit Space:** Exhibitor agrees that the Exhibit Space License Agreement is revocable, limited and non-exclusive. The parties hereto agree that the Exhibitor's rights hereunder shall not be construed as a lease, easement, or other interest in the property of KVLS. KVLS reserves the right, in its sole discretion, to accept, to reject, to move, reposition or exclude any exhibit or Exhibitor as it deems necessary during the term of the Agreement.

12. **Character of Exhibit:** Exhibitor recognizes and acknowledges the unique reputation of KVLS in the community. KVLS is dedicated to the production of wholesome, family entertainment. Exhibitor shall not exhibit, sell, or display any product or good contrary to that described in the Agreement. Exhibitor shall not exhibit, sell or display weapons such as Chinese stars, guns, knives, etc. or employee, volunteer, or other representative of Exhibitor shall be permitted to roam about the grounds as part of the Exhibit. Other prohibited exhibits include the sale of permanent tattoos, body piercing, and pornographic materials. The sale and/or exhibit of any live animal must be approved by KVLS.

13. **Signs:** Only professional quality signage will be allowed. ABSOLUTELY No hand-written signs will be allowed. KVLS reserves the right to remove any signs deemed inappropriate, at any time. **MUST BE INITIALED.**

14. **Tents:** Any tents (all exhibitors, regardless of locations) bigger than 10'x10' will require a tent permit issued by Osceola County. Exhibitor is responsible for obtaining said permit and following rules and guidelines established by the Osceola County Fire Marshall. The Osceola County Fair Marketplace will be held on a paved surface. **Tents cannot be staked and Exhibitor is responsible for providing appropriate weights needed to secure the safety of their tent.** No tents are allowed inside the KVLS Pavilion. **MUST BE INITIALED.**

15. **Exhibit Displays and Decorations:** All exhibitors may equip their exhibits with display material and equipment, furniture, lamps, potted plants, flowers and special set pieces, provided they remain in the space provided. Exhibitor agrees that all portions of sidewalks, entries, floors, passages, etc. shall be kept unobstructed and safe by the Exhibitor. Exhibitor also shall not use, store or permit to be used or stored in any part of KVLS grounds covered by this Agreement any substance or thing prohibited by law, ordinance or standard policies of fire insurance companies operating or insuring Osceola County. No explosives and/or flammable substances including, but not limited to, turpentine, benzene, naphtha, gasoline or other such substances shall be placed in or on KVLS grounds. LP gas tanks used for cooling must be placed outside any Fair building and must be approved by the Osceola County Fair Department. KVLS has the right in its sole discretion to approve all equipment, tables, signs, tents, and seating used by the Exhibitor.

16. **Picture Machines, Loud Speakers, and General Noise:** 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 produced or amplified by an Exhibitor, which can be heard clearly more than ten (10) feet from the exhibit space.**

17. **TV and Radio Show:** Any Exhibitor who desires to have a regular or special radio or TV broadcast or, televise directly from an exhibit space, shall first obtain KVLS's written approval, which approval may be arbitrarily withheld or conditioned.

18. **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 KVLS, which approval may be arbitrarily withheld in the sole discretion of KVLS. Exhibitor will have the right to offer to the patrons any such give-a-way 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-a-way items, or drawings or raffles, do not impose any obligation on the part of the Event patrons, do not conflict with Fair sponsors and participants, and have been approved by KVLS, 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 the names and addresses of all winners delivered to KVLS Office. In no case, may the Exhibitor use the name of KVLS or the name of any Event visitor in any program, brochure or other printed material or pictures. Premiums or gifts won by Event visitors must be absolutely free with no additional payment of money or

conditions attached. Drawings that constitute a lottery in violation of the laws of Florida will not be authorized by KVLS. They shall be subject to a fine of \$1,000.00 for each infraction by KVLS, plus any fine imposed by any governmental entity and shall be deemed in material breach of this Agreement and subject to immediate removal from KVLS grounds.

19. 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 between KVLS and Exhibitor may not assign this Agreement, or any interest in the Agreement, without KVLS's prior written consent, which consent shall be within KVLS's sole discretion and may be arbitrarily withheld. Assignment shall include a transfer or conveyance of more than fifty percent (50%) of the present ownership interest of the Exhibitor.

20. Installation and Removal of Exhibits: All exhibit set-up must be completed by 9:30 a.m. on Friday, October 21st, 2016. All space not occupied by that time will revert to KVLS and all payments forfeited. All exhibits **MUST** remain open until the close of the event each night. **As noted above, ALL Vehicles must be removed from the grounds 1 hour prior to the posted opening time.** NO EXCEPTIONS. Any material not removed before 5:00 p.m. on Monday, October 24th, 2016 will be considered automatically conveyed and transferred to KVLS and KVLS has the sole and arbitrary right to dispose of the property in any manner. **MUST BE INITIALED.**

21. Exhibit Hours: Exhibits MUST be open and STAFFED each and every day at published opening and closing times during the Event. KVLS reserves the right to adjust the closing times based on certain conditions, i.e. attendance, weather, etc.

22. Exhibit Maintenance: Exhibitors are required, at all times, to keep their exhibit space clean, sanitary and free of trash, paper, or refuse of any kind which shall be disposed of in a manner indicated or designed by KVLS. Exhibitors in building and tents shall place trash in designated receptacles. Exhibitors are required to have storage areas, holding tanks and garbage can screens away from the public view. Table skirting, landscaping, etc. to enhance the presentation is encouraged.

23. 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 KVLS grounds. It shall further be the obligation of each Exhibitor to insure that all personnel working in the Exhibit be appropriately dressed, clean and neat, with their hair neat and clean and 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 while on KVLS grounds. Smoking is not permitted by any Exhibit personnel who may be visible to the general public, nor in any building. The use of ear and body rings should be discouraged, and if used, should be done minimally and tastefully. Personnel with excessive, obscene or lewd tattoos shall not be permitted to work on KVLS grounds by the Exhibitor. KVLS, upon request, will be furnished a list of all personnel who will operate or work in any exhibit.

24. Alcoholic Beverages/Tobacco Products: No alcoholic beverages or illegal substances as defined by Florida or Federal Law, are permitted to be brought, consumed or distributed on KVLS grounds by any Exhibitor. No tobacco products are allowed to be sold on KVLS grounds.

25. Glass Bottles: No drinks are to be sold in glass bottles at exhibit or concession locations.

26. 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 KVLS grounds property or equipment thereon shall be in any manner injured.

27. Hazardous and Toxic Substances: The Exhibitor agrees, at all material times Exhibitor is on KVLS grounds, 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 KVLS and Osceola County Department of Environmental Resource Management and such other governmental agency or body as may be required by law and KVLS relative to such materials. Additionally, Exhibitor agrees not to throw away any refuse or empty and fluids on the ground. In the event Exhibitor shall dump hazardous materials at locations not authorized by KVLS, they shall be subject to a fine of \$1,000.00 for each infraction by KVLS, plus any fine imposed by any governmental entity, and shall be deemed in material breach of this Agreement and subject to immediate removal from KVLS grounds.

28. **Insurance:** Each Licensee is required to supply a Commercial general liability coverage. Coverage, if needed, can be purchased through KVLS's current provider for an additional fee. Exhibitor must return a completed Certificate of Liability, in a timely manner, or undergo the underwriting process, before this Agreement is considered valid and they are allowed to occupy any space on the Fairgrounds. No exceptions will be made. The Certificate of Insurance shall name the **KISSIMMEE VALLEY LIVESTOCK SHOW INC. & OSCEOLA COUNTY FAIR & OSCEOLA COUNTY COMMISSION as an additional insured** for Comprehensive General Liability insurance including products and completed operations coverage with limits of not less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage. The term of coverage shall coincide with the dates and time of this License including MOVE-IN and MOVE-OUT. The Fair shall have the sole and arbitrary discretion to require higher limits of coverage than those contained herein. The policy shall contain a standard thirty (30) day cancellation provision and which policy is deemed primary.

29. **Indemnification:** Exhibitor hereby covenants and agrees to fully release, exonerate, indemnify, defend and hold harmless Kissimmee Valley Livestock Show & Osceola County Fair, Inc., Board of 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 personas or employees of either KVLS or Exhibitor) and any loss (through theft or otherwise) of or damage to property (whether it be that of KVLS, the Exhibitor, or some third party) or issue of law, caused by, growing out of, or arising out of Exhibitor's use of KVLS grounds (whether or not KVLS is deemed negligent), including, without limitation, its use by Exhibitor's agents, sub-licensees, vendors, exhibitors, contractors or subcontractors; exercise any rights under the License; breach of any terms, warranty or provision of this License by Exhibitor; the sale of products; the operation on KVLS grounds; or the carelessness, negligence or improper conduct of KVLS or any other third party; or any act or omission of the Exhibitor, its employees, officers, or agents. All such liability is hereby expressly assumed by the Exhibitor. This provision shall expressly survive termination of this License.

30. **Copyright:** 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. KVLS name and logo are protected and may not be used without the express written consent of KVLS.

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 Fair's option, upon default by the Exhibitor which shall be defined as the Exhibitor's failure to promptly and timely pay any and 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 Exhibitor shall be default of the entire Agreement. In the event of default, all money theretofore paid by Exhibitor shall not be refunded. Upon termination, Exhibitor shall not be entitled to utilize the Exhibit space set forth hereinabove for the period provided herein regardless of efforts, costs, expenditures or arrangement or arrangements made by the Exhibitor. This Agreement may be terminated at any time by KVLS if the Exhibitor utilizes KVLS grounds for a purpose or use different than that listed on page one of the License Agreement. Exhibitor expressly waives any and all damages against Fair by reason of its termination of Agreement, or disapproval of any performance, exhibitor, etc. pursuant to this provision.

32. **Security:** Osceola Heritage Park Security Staff will be onsite during overnight hours. KVLS does not warrant or insure against theft, vandalism, or any loss to an Exhibitor for any reason. The Exhibitor shall obtain insurance to provide for any such loss and waives any claims for loss or damages against KVLS. 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 claim against 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 KVLS, its officers, Trustees, directors, employees or agents are deemed negligent or not.

MUST BE INITIALED.

33. **Non-Smoking Area:** The Kissimmee Valley Livestock Show Pavilion is deemed a non-smoking area building. Exhibitor agrees to inform all personnel of this fact and enforce rule in their provided space.

34. **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 the Exhibitor shall not operate games of chance, as defined by the Florida Statutes, unless written consent from KVLS is obtained.

35. **Automated Teller Machines (ATM):** There are NO ATM machines within the KVLS Pavilion.

36. **Overnight Camping:** Exhibitor shall not cause or allow overnight camping, tent camping, sleeping or any such act on KVLS grounds, or in any building or in any other area controlled by KVLS without the written consent of KVLS, which approval may be arbitrarily withheld in the sole discretion of KVLS. Exhibitor shall not allow or permit any open fires on KVLS grounds.

37. **Lost Articles:** All found articles should be turned into the Guest Services Booth.

38. **Cancellation By KVLS:** KVLS reserves the unilateral right to cancel this Agreement for the public good in the event of a natural disaster or other emergency as determined in the sole arbitrary opinion of KVLS, or in the event of any request by a Federal, State, or County agency for use of KVLS grounds under such circumstances, it being understood and agreed by the Exhibitor that its rights hereunder are subordinate 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 KVLS in connection with the Event so cancelled, will be refunded without penalty. Upon such cancellation, the Exhibitor agrees not to re-enter KVLS grounds, or move any of its personal property, if such may pose additional risks to persons or property in the sole discretion of KVLS. Should KVLS exercise its rights to cancel this Agreement, Exhibitor agrees to forego any and all claims for damages against KVLS and further agrees to waive any and all rights which might arise by reason of the terms to this Agreement and the Exhibitor shall have no recourse of any kind against KVLS.

39. **Occupancy Interruptions:** Exhibitor hereby waives any and all claims for compensation for any and all loss or damages sustained by reason of any defect, deficiency or impairment of the electrical, computer systems, telephone, plumbing and air conditioning installations or, any part thereof, furnished for the Event on KVLS grounds 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.

40. **Fair's Right Of Entry:** Duly authorized representatives of KVLS, such as its Trustees, Directors, Officers, Employees or other Agents, may enter the area utilized by Exhibitor, at any time and occasion. Exhibitor hereby waives any and all claims 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 Exhibitor from any obligation hereunder.

41. **Payment For Damages:** Exhibitor agrees to pay all costs and expenses, as determined in the sole judgment of KVLS, 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, fixtures and equipment or other parts of KVLS grounds to a condition equal to that at the time this Agreement went into effect.

42. **Underground Utilities:** Exhibitor shall not, nor will Exhibitor allow any of its agents, vendors, or employees to drive any stake, instrument, or object of any kind into the asphalt or grassy area of KVLS grounds without the written consent of KVLS. Underground electrical wiring is installed throughout KVLS grounds, which could result in severe electrical shock. It shall be the sole responsibility of the Exhibitor to enforce this provision and KVLS will look to the Exhibitor for reimbursement pursuant to these Rules and Regulations.

43. **Licenses, Permits, and Taxes:** Exhibitor agrees to obtain the proper licenses and/or permits for the use of the space and any of the activity occurring in the space, covered by this Agreement as required by Federal, State, and Local Law and supply evidence of same to KVLS on demand. Exhibitor agrees to promptly pay all applicable taxes and require all vendors, exhibitors, and others selling products to pay applicable taxes and carry the proper licenses and permits. Exhibitor shall be responsible for all federal, state, and local income taxes and all deductions and taxes including but not limited to its sales and its employees.

44. **Storage:** Exhibitor assumes all responsibility for all of its goods, materials, merchandise, exhibits, displays, articles and other tangible personal property in or on KVLS grounds before, during, or after the Event and KVLS assumes no responsibility for said items.

45. **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 privileges offered to or enjoyed by the general public, and to be in compliance with the Federal and Florida Civil Rights Acts.

46. **Retention Of Fair Privileges:** The waiver or failure of KVLS 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 thereafter shall not constitute or be construed as a waiver or relinquishment of KVLS's right thereafter to enforce the same strictly according to the terms thereof in the event of a continuous subsequent default on the part of the Exhibitor.

47. **Conditions and Limitations:** It is agreed that the Exhibitor is subject to all the conditions and limitations set forth in all of the attachments, exhibits, rules and regulations and policies for the use of KVLS grounds herein above referred to and Exhibitor shall be bound thereby. In the event of any conflict between the License and any exhibit, or attachment, the exhibit or attachment shall control.

48. **Approval:** This Agreement is not approved until this Agreement is signed by the General Manager of KVLS.

49. **Complaints:** All complaints by Exhibitor or its employees and agents, including, without limitation, those relating to this Agreement, KVLS's policies, KVLS's Officers, Trustees, Directors, Employees, or Personnel, or KVLS's other licensees, shall be dated and in writing promptly and immediately sent to KVLS Office.

50. **Effective Date:** The effective date of this Agreement shall be the date on which the last one of KVLS's representatives and the Exhibitor's representative executes this Agreement.

51. **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.

52. **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.

53. **Severability:** If any term, covenant, or conditioning 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.

54. **Typewritten And 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.

55. **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.

55. **Attorney's Fees:** Any reference to attorney's fees in this Agreement applies only to the indemnity given by Exhibitor to KVLS and not to any other term, provision and condition hereof.

56. **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 Osceola County, Florida.

57. **Florida Law:** This Agreement shall be considered to have been made and executed in Osceola County, Florida, and shall be interpreted, construed and enforced in accordance with the laws of Florida and no other.

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

59. **Matters Surviving Termination:** Unless otherwise provided in this Agreement, none of the terms, provisions, and conditions shall survive termination of this Agreement.

60. **Sub-Licensees:** All sub-licensees, concessionaires, vendors or agents entering into a contract with Exhibitor shall take subject to the terms and conditions of this Agreement and all such contracts shall so provide, provided, however, that this clause shall not be construed as to allow Exhibitor to assign its rights hereunder.

61. **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.

62. **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 with regard to all or any other covenants herein.

63. **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 Event in the past shall not entitle the Exhibitor to any right to use KVLS grounds in the future. The fact that the 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 KVLS expressly reserves the right to allocate space in its sole and arbitrary discretion. Additionally, nothing shall prevent KVLS from granting an Agreement to an entity which is competitive to the Exhibitor hereunder.

64. **Success:** The Exhibitor agrees that it is solely responsible for its success. Exhibitor has not and shall not rely on any advice or discretion from any employees, officer, Trustee, Director, or agent of KVLS, 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 Exhibitor freely assumes. KVLS makes no warranty or representation as to historic or anticipated attendance, or revenue, from the Event.

65. **Fiduciary Duty:** The parties to this Agreement specifically intend that neither this Agreement nor any course of dealings between them shall create fiduciary obligations. Nothing contained in the 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 or 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 judgement in making 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.

66. **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 hereto liable for any obligation of the other.

67. **Waiver of Jury Trial:** KVLS and the Exhibitor 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 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 action, course of dealing, statements (whether verbal or written) or actions relating to this Agreement, 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 Agreement. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.

68. **Pursuit Mediation:** Prior to bringing any 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 Procedures 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 Agreement. This provision is a material inducement to KVLS entering into this Agreement.

69. **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.

70. **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 representative 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 KVLS exercises its 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 canceled in their entirety and are of no further force or effect. **MUST BE INITIALED.**