Kissimmee Valley Livestock Show & Fair, Inc.

Osceola County Fair

Vendor Handbook

2019

Please submit application to:

KVLS & Osceola County Fair

1911 Kissimmee Valley Lane

Kissimmee, Florida 34744

kvls@osceolacountyfair.com

321-697-3050

Fax: 321-697-3060

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Osceola County Fair
Vendor Participant Manual
February 8th – 17th, 2019

Kissimmee Valley Livestock Show Board of Directors

Shawn Beck, President
Rick Nelson, 1st Vice President
Linda Tyner, 2nd Vice President
Pam Plylar, Secretary
Karen Giel, Treasurer

Dale Davis
Jim Fisher
John Holl
Cindy Moore
Dawn Rowe
Matt Walter

Alternates:
Aaron Mick
Karen Kirkendall
Tom Booth

Staff

Miranda Muir, General Manager
Stacey Wade, Director of Special Events & Education
Jacquie Santiago, Administrative Assistant & Vendor Coordinator
Pam Plylar, Competitive Entry Coordinator

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 US

Founded in the early 1940's, the Kissimmee Valley Livestock Market was quickly interrupted by the events of World War II. However, in 1944, our organization returned with a group of visionaries committed to the educational development, commerce, industry, and agriculture in Osceola County and Central Florida. Upon signing articles of incorporation, they rebranded and the Kissimmee Valley Livestock Show was born.

Today, KVLS has more than 200 supporting members and continues to uphold the mission and work of our founders. The volunteer organization plans and promotes the largest annual event in Osceola County; The Osceola County Fair. With more than 110,000 visitors in 2016, the event is a staple for residents of Central Florida and highly anticipated each year. With the help of tremendous sponsors such as the Local Ford Dealers, Experience Kissimmee, Osceola News Gazette, and Kissimmee Utility Authority our 10-day production boasts family-oriented entertainment and thrilling carnival rides, while awarding more than $200,000 in scholarships, premiums, and awards. In addition, our annual Market Animal Auction raises in excess of $400,000, rewarding area youth for their hard-work and dedication to agriculture.

FAIR Opening Times:

Friday, February 8th ∗ 12:00 p.m.
(Carnival opens at 3:00 p.m. February 8th ONLY)
Saturday, February 9th ∗ 12:00 p.m.
Sunday, February 10th ∗ 12:00 p.m.
Monday, February 11th ∗ 5:00 p.m.
Tuesday, February 12th ∗ 5:00 p.m.
Wednesday, February 13th ∗ 5:00 p.m.
Thursday, February 14th ∗ 5:00 p.m.
Friday, February 15th ∗ 12:00 p.m.
Saturday, February 16th ∗ 12:00 p.m.
Sunday, February 17th ∗ 12:00 p.m.

Closing times vary day to day based upon the weather and crowd in attendance. It can be as early as 10:00 p.m. or as late as midnight.
Closing time is denoted by the lights on the Ferris Wheel being turned off.

OFFICE Hours:

Friday, February 8th ∗ 9:00 a.m. – 10:00 p.m.
Saturday, February 9th ∗ 11:00 a.m. – 10:00 p.m.
Sunday, February 10th ∗ 11:00 a.m. – 10:00 p.m.
Monday, February 11th ∗ 12:00 p.m. – 9:00 p.m.
Tuesday, February 12th ∗ 12:00 p.m. – 9:00 p.m.
Wednesday, February 13th ∗ 12:00 p.m. – 9:00 p.m.
Thursday, February 14th ∗ 12:00 p.m. – 9:00 p.m.
Friday, February 15th ∗ 11:00 a.m. – 10:00 p.m.
Saturday, February 16th ∗ 11:00 a.m. – 10:00 p.m.
Sunday, February 17th ∗ 11:00 a.m. – 9:00 p.m.

Kissimmee Valley Livestock Show & Osceola County Fair
1911 Kissimmee Valley Lane, Kissimmee, Florida 34744
321-697-3050 Phone ∗ 321-697-3060 Fax
www.osceolacountyfair.com

Vendor Opportunities

Food and Beverage Concessions (Currently on waiting list.)
Our facilities are very limited on available space for food and beverage vendors. With first priority going to returning vendors, it is not often that openings become available, however we are continuously accepting applications. A file of interested vendors is retained in the KVLS Office and applications are held for 3 years. In the event applicable space becomes available, the Concessions Committee reviews applicants and makes a recommendation to the Board of Directors based on type of food, size and appearance of unit, pricing, and references.

Pricing

Base cost for 10' x 10' Space	$450
Additional Frontage	$20 per foot
Total Stock Units	$7.50 per day
Electrical Amp	$1.50 per amp

10-Day Outdoor
First priority for these spaces will go to returning vendors. Spaces thereafter will be assigned on a first come, first serve basis (contract and deposit required). 10-Day Outdoor vendors are required to provide either a tent (no less than 10x10) or a trailered unit. No makeshift tents (tarps) are accepted. All vendors are required to remain open during all operating hours, all 10 days of the event.

Pricing

Base cost for 10' x 10' Space	$550
Additional Footage	$20 per foot
Electrical Amp	$1.50 per amp

Inside Lobby
We have very limited under roof, air conditioned space. *Vendors are required to remain open during all operating hours, all 10 days of the event*.

Pricing

8' Deep x 10' Wide Booth	$450
8' Deep x 20' Wide Booth	$575
8' Deep x 30' Wide Booth	$650

ALL Vendors are required to pay an operating deposit of $100. The deposit will be returned via USPS, 7-10 post Fair assuming your booth space was open during ALL operating hours of the event.

Operating Deposits

ALL vendors will be required to provide a $100 Operating Deposit for 2019. This deposit will be returned via USPS, 7-10 days post event, provided your business/booth was operating and occupied during all open hours of the Osceola County Fair. Please see the specific rules and regulations (enclosed) for times and detailed information.

Check-In Procedures

Camping

Vendors who have reserved camping sites, in advance, will be allowed to move those units onto the property beginning Sunday, February 3rd. Sites will be noted with the name of the individual/company which reserved the site. Please check in with the Fair Office, who upon confirming payment in full, will arrange for the electrical hook-ups to be unlocked and available for use.

10-Day Outdoor Vendors/Food Vendors

Set up for these spaces will be held Monday, February 4th and Tuesday, February 5th. *Each vendor will be assigned a time frame during which they will check in with the KVLS Office to confirm all necessary paperwork and payments have been made.* They will be given authorization to proceed to their location, where team members will place their unit and/or tent and hook up electrical and water connections. It is vital that ALL vendors arrive for set up during their assigned times. Units will NOT be allowed to be placed ahead of schedule and late arrivals will be placed last on the list for hook-ups and assistance. Anyone arriving early will be directed to a specific staging area and NO vendors are allowed in the staging area or otherwise prior to Sunday, February 4th.

Inside Lobby Vendors

There are limited vendor spaces in the lobby. Electrical outlets are limited. Please be sure and indicate your request for electricity on your application, and only request it if you need it to operate your vendor space. We will do our best to satisfy everyone's needs. No Tents may be set up in the vendor's space by order of the Fire Marshal. One table, skirt & cover is included in the price of your booth no matter the size of the space. Vendors may set up beginning at 8:00 a.m. on Thursday, February 7th, 2019. ALL vendors MUST be set up by 11:00 a.m. Friday, February 8th. Inside the Lobby you will find an established check-in table. Although it is separate from the actual Events Center and entertainment stages, please keep in mind, this is a fair. There will likely be music, laughter, screams of excitement and fun, filling the air. There will continue to be performances on our indoor stage throughout the week and the noise will likely filter into the lobby area.

Upon arrival, all vendors will receive their vendor packets, directions to their booth space, and additional Fair information. You will also have an opportunity to purchase additional tickets at the $2 vendor rate. Please note, vendor tickets are sold through the end of the day Friday, February 8th, 2019 ONLY. After that time, any additional attendees will be required to pay that day's general admission rates.

Carts, dollies, etc. are NOT provided by the Fair. Vendors are allowed to pull to the tent and are STRONGLY ENCOURAGED to unload their vehicle completely at that time. Please be a good neighbor and move your vehicle, once unloaded, so that others are able to take advantage of this system as well. Absolutely ALL vendors must move their vehicles, off the grounds by 11:00 a.m. opening day. Be prepared to move items from the parking areas, to your booth, utilizing your own manpower and/or devices after this time. Please note Osceola County Fire Marshall regulations do not allow smaller tents to be placed inside the large tent.

Check-Out

We realize that at the end of the Fair, everyone is tired and anxious to pack up and move out. However, we need you to be patient and make sure ALL fairgoers receive the same experience for the cost of their admission, and ensure tear down is a safe event for all. **No one is permitted to close and tear down prior to the formal conclusion of the Fair. Failure to do so will result in forfeiture of $100.00 Operating Deposit.**

∗ No vehicles will be allowed until after the Fair is closed and attendees safely off the grounds.
∗ All vehicles, trailers, campers, etc. MUST be removed from the grounds no later than 5:00 p.m. on Tuesday, February 19th, 2019.
∗ We understand many vendors are in a hurry and making efforts to get to their next event in a timely manner however, we ask that you take the time to ensure any items marked "KVLS" are not loaded with your things. Anyone seen removing KVLS Property will be detained.

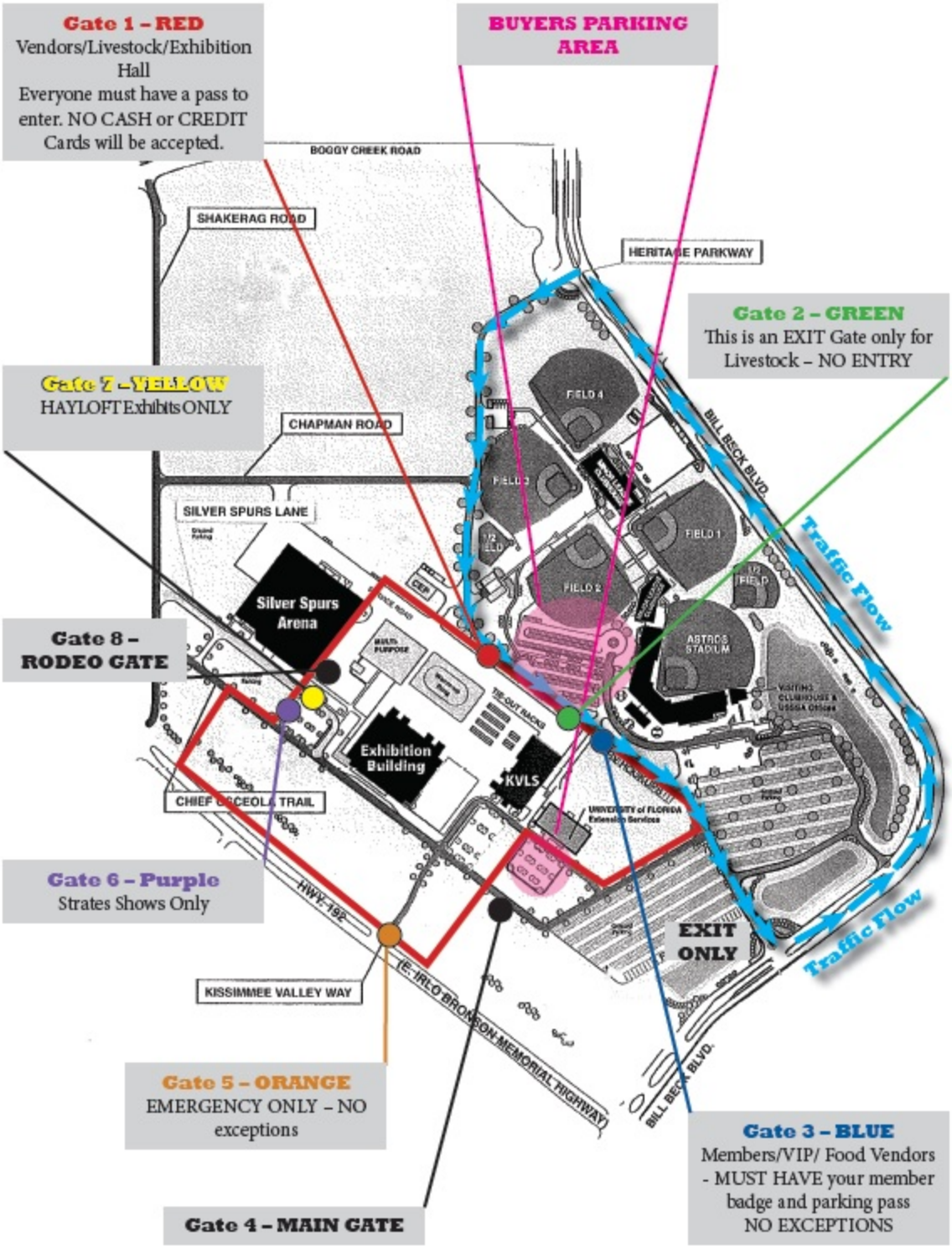
Operating Deposits will be returned via USPS 7-10 days post event. ***Checks will be written to the Business Name*** on file unless otherwise specified in the contract. It is your responsibility to ensure your correct address is on file in the Fair Office. KVLS Staff will utilize the address provided for contracting purposes.

Contact Information

If at any time during check-in or check-out you have questions or concerns, please call the Fair Office so a member of our team can be directed to your area.

321-697-3050 – Press 5 to skip prompts and speak to a team member.
kvls@osceolacountyfair.com

Parking/Gates Map



General Information

Our Guest Services is located near the Four Corners intersection (near Kiddie Land and the Mechanical Bull). Any guests and/or you or your staff, that have questions or concerns, can visit the booth for assistance, as well as to pick up official Fair Guides and souvenirs.

ATM Machines

For any fairgoers needing cash (or you and your personnel), there will be ATMS available on the fairgrounds in the following locations;

∗ Gate 4 – Main Gate
∗ Gate 8 – Rodeo Gate
∗ Inside the Exhibition Building
∗ Four Corners – Intersection near Kiddie Land and the Mechanical Bull

Please report any difficulty with ATM machines directly to the KVLS Office.

Communication System

TEXT MESSAGING

KVLS & Osceola County Fair has implemented a texting service that will be utilized throughout the Fair. In the event of severe weather, lost children, or other emergencies, we will utilize text messaging to communicate with all of our vendors. We will also utilize this service to announce closing times, rain closures (although we aren't going to have any), or any other pertinent information which you may benefit from.

Each service provider and plan is different, standard text messaging rates may apply. You may opt out at any time.

If you would like to receive text messages from the fair office, text "Osceola" to 313131.

Inclement Weather

For your safety during inclement weather, please go to either the Exhibition Hall or the KVLS Pavilion. Further information and instructions will be provided as soon as possible.

Late Arrivals

Absolutely NO VENDOR will be allowed to set-up once Fair operations have commenced for the day. Any vendor arriving after their scheduled set-up time will be required to wait until the close of Fair before setting up for the following day. Late arrivals will forfeit their Operating Deposit. In addition, no licensing fee refunds will be given for failure to occupy your exhibit space.

Lost Children

In the event of a lost child, please immediately report the incident to the nearest Security Personnel or the Guest Services booth. It is important to remain calm, be very patient with distressed parents or children, and swiftly communicate the incident. The Osceola County Sheriff's Department is onsite at all times and will immediately take precedence handling the situation.

Lost and Found

All lost articles should be turned in to our Guest Services booth located near the Four Corners intersection (near Kiddie Land and the Mechanical Bull). Anyone inquiring about found articles should also be directed to this location. Individuals may call the KVLS Office beginning, Monday, February 19th, to inquire about additional lost items. Regrettably the office will NOT be able to assist them before that time.

Passes

Complimentary admission and parking passes will be distributed in accordance with the rules and regulations (enclosed). Additional admission passes may be purchased by our Vendors at a discounted rate of $2 each. They are ONLY available upon check-in and through opening day. Additional parking passes are NOT available.

Any person (worker, guest, performer, etc.) arriving on the Fairgrounds MUST have a valid admission pass or pay the daily admission rate. NO EXCEPTIONS! Please note this is strictly enforced. Plan ahead and distribute any necessary passes appropriately.

ABSOLUTELY NO VECHICLES will be allowed to park in specified lots without a parking pass. Again, additional parking passes are NOT available. Anyone who does not have a valid parking pass will be required to park in general parking. There is no charge for parking at any time. Please note this is strictly enforced. Plan ahead and distribute any necessary passes appropriately.

Trailer Parking

All additional trailers MUST park in the designated lots. No extra stock trailers, units, campers, etc. will be allowed to park in the general parking areas or designated specialty lots. Parking is limited on our grounds and it is vital that we receive your cooperation with this request. If parking lots fill up, we are forced to close the admission gates. More guests = more sales. Our goal is to host a successful event with fantastic attendance, however safety is our number one priority and adequate parking is a must.

WiFi Service

Osceola Heritage Park provides limited free WiFi via Brighthouse Media. Instructions for use can be obtained in the KVLS Office if desired. The park is managed separately from KVLS and the Osceola County Fair. Therefore, the Fair makes no promise of an active available WiFi network. When large crowds are gathered on the grounds, the network does tend to slow or be unresponsive. Please plan accordingly.

Animals

We recognize that many people travel with their pets and are unable to have them placed in a kennel. We are also extremely concerned about the safety of those who work at or attend the Fair. It therefore becomes necessary to establish the following guidelines:

∗Dogs must be on a leash at all times.
∗Dogs shall not be tied up or left unattended.
∗Dogs must be kept in your living quarters or in a secured pen adjacent to your mobile home.
∗When walking your dog on a leash, be kind and pick up after your dog and place in trash receptacle.

ONLY qualified Service Animals and exhibition/performance animals are allowed in public areas of the grounds.

Kissimmee Valley Livestock Show & Osceola County Fair assumes no liability for any injury or damage caused by your pet.

Individuals in violation of this policy are subject to a fine and/or removal of the animal.

Background Checks/Immigrant Status

All concessionaires, vendors, performers, etc. are responsible for following all State of Florida and United States rules and regulations regarding employment eligibility and safety. All licensees accept complete responsibility for their employees, their actions, and any employment regulations and standards.

Please refer to the appropriate Rules & Regulations (enclosed) for specific items outlining employee behavior, appearance, and our commitment to a Drug-Free Workplace and safe, family oriented event.

Concession/Booth Maintenance

Members of KVLS and the Osceola County Fair go to great effort and expense and take great pride in operating a clean, litter-free fairground. In recent years, many beautification projects have enhanced the overall appearance of our event and increased attendee satisfaction. We need your help to continue this process and encourage you to utilize flowers and decorative items to spruce up your areas. In addition, as noted at our 2016 event, we are moving exclusively to fully-enclosed concession trailers (with the exception of fire-pits, as per fire regulations) with our 2021 event and effective in 2017, ALL signage must be professionally made. Absolutely no hand-written signage, menus, etc. will be permitted by any licensee, regardless of product. All signage for your Booth must be hung with in your specific space. It is of upmost importance that all of our vendors understand and become a part of our beautification plan and vision for growth.

Trash

ALL licensees must place their trash in appropriate trash receptacles. KVLS provides employees to empty receptacles, however we asks your help in ensuring all public areas are kept clean. Please assist our efforts by picking up litter, stacking any excess trash (ex. broken down empty boxes) in a presentable way, and making every effort to keep things tidy and neat. During our busier times, our crews work non-stop and your efforts to assist them are much appreciated. Please note large items and excess garbage can be placed in the dumpsters provided behind the Exhibition Hall (Red Parking Lot) or behind the Extension Services Building (Blue Parking Lot).

Grease Removal

Barrels are provided near the rear of the Exhibition Hall for all grease removal. ABSOLUTELY NO grease shall be dumped on the ground or into inappropriate receptacles.

Drain Lines

All drain lines shall be placed into gray water tanks and/or appropriate sewer lines. Storm drains are for RAIN WATER ONLY. Anyone found violating these restrictions is subject to the appropriate Osceola County fines and punishments, as well as immediate removal.

Ice

Ice will be available to you, on the fairgrounds, beginning Thursday, February 7th, 2019. Please contact Rick Nelson, 407-709-0928.

Tip Jars

No tip jars are allowed.

Accommodations

Camping onsite is limited and offered on a first come, first serve basis, with returning attendees receiving first priority. It is often possible that no spaces will become available. 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

Quality Inn & Suites Heritage Park
2039 Irlo Bronson Memorial Hwy
Kissimmee, FL 34744
(407) 449-4777 https://www.choicehotels.com

Local Service Providers

For your convenience, listed below are the names, addresses, and phone numbers of business and services entities that might be of use to you. Many of these businesses are sponsors or exclusive providers to the Osceola County Fair. They have gone above and beyond to ensure our event is successful each year. Their dedication also allows us to better serve our community. Although the Kissimmee Valley Livestock Show & Osceola County Fair does not endorse or guarantee the quality of any of the services or companies provided, we do ask that if you visit them, you thank them for their support. Choose area services that you are comfortable with and offer the best product for your needs.

Banks

BB&T Bank
1200 E Irlo Bronson Memorial Hwy
St Cloud, FL 34771
(407) 892-1035

Centennial Bank
3552 13th Street
St. Cloud, FL 34769
(407) 957-2265

Centerstate Bank
4898 E. Irlo Bronson Memorial Hwy
St. Cloud, FL 34771
(407) 891-8396

Car Rental

Enterprise Rent-A-Car
www.rentalcarmomma.com

Chamber of Commerce

St. Cloud Chamber of Commerce
1200 New York Ave,
St Cloud, FL 34769
(407) 892-3671

Kissimmee/Osceola County Chamber of Commerce

1425 E Vine St,
Kissimmee, FL 34744
(407) 847-3174

Fire Extinguisher Service
B&E Fire Safety
1927 N. Main St., Kissimmee, FL
(407) 846-3188

Golf Carts

Jeffrey Allen, Inc.
Brooks Driver, Rental Manager
(813) 622-7717 extension 7001

Grocers

Publix
2338 E Irlo Bronson Memorial Hwy
Kissimmee, FL 34744-5401
(407) 846-6141

Hardware

Home Depot
4560 13th St., St. Cloud, FL
(407) 498-0606

Hospitals
Osceola Regional Medical Center
700 W. Oak St., Kissimmee, FL
(407- 846-2266)

Nemours Children's Hospital
13535 Nemours Parkway, Orlando, FL
(407) 567-4000

Locksmith
Roy's Lock & Safe
306 W. Oak St., Kissimmee, FL
(407) 847-2365

Pharmacies

CVS
2454 E. Irlo Bronson Mem. Hwy
Kissimmee, FL
(407) 343-8358

Walgreens
2274 Fortune Rd., Kissimmee, FL
(407-) 344-7134

Veterinarians

Boggy Creek Animal Hospital
2229 Fortune Rd., Kissimmee, FL
(407) 348-4840

Central FL Lg. Animal Vet. Serv.
2331 Eastern Ave., St. Cloud, FL
407-891-7811

Signage/Printing

Creative PGM
1009 Pine St., Orlando, FL
(407) 855-0202

Tent Rental

Taylor Rental
1605 N. Main St., Kissimmee, FL
(407) 847-7063

Post Office

2600 Michigan Ave., Kissimmee, FL
(407) 846-0999

4701 Old Canoe Creek Rd., St. Cloud, FL
(800) 275-8777

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.

February 1, 2019

Osceola County Board of County Commissioners
Zoning & Code Enforcement Department
1 Courthouse Square Suite 1400
Kissimmee, Florida 34741

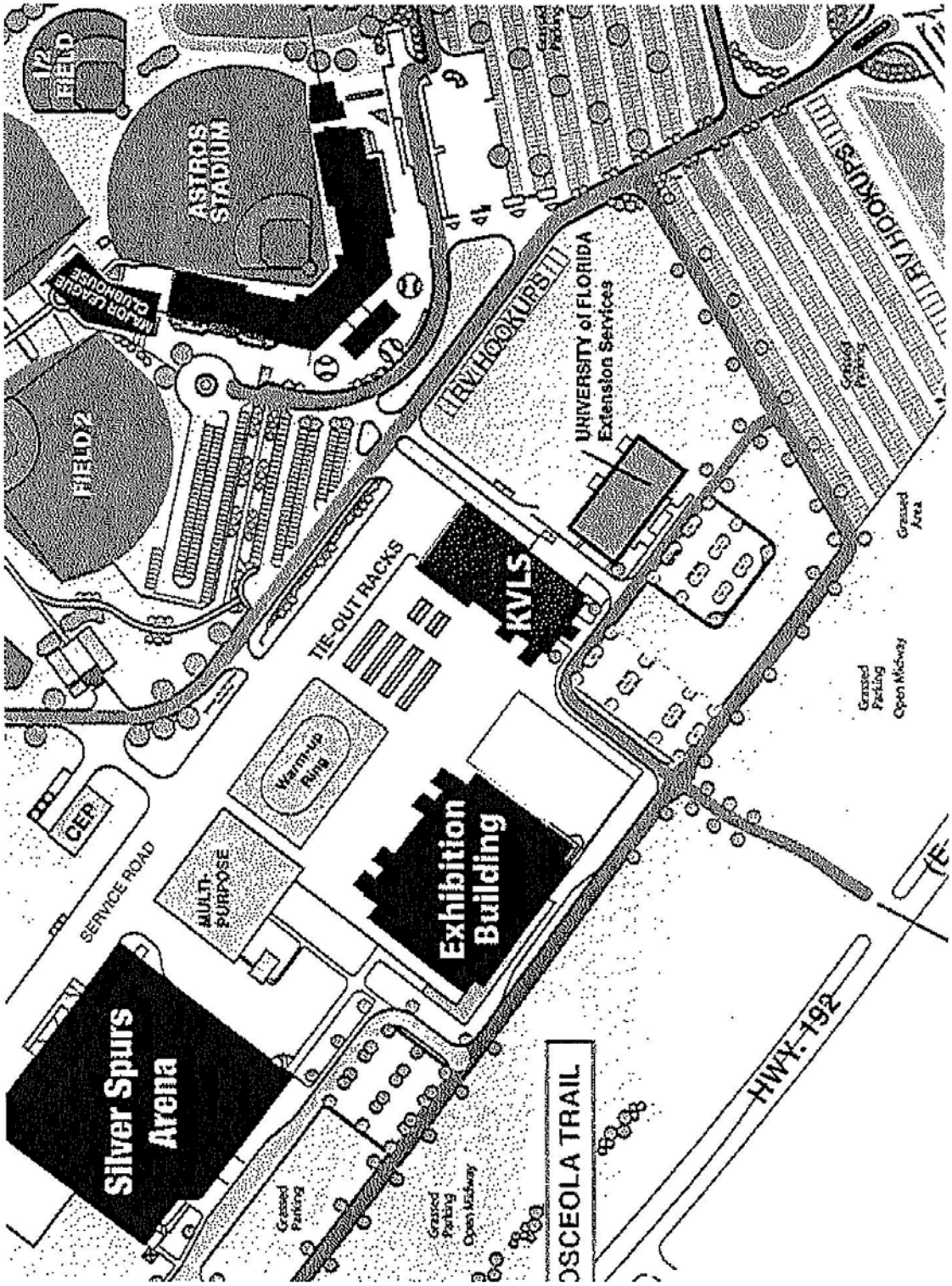
To Whom It May Concern:

Kissimmee Valley Livestock Show and Fair gives authorization for the placement of tents on our property at 1911 Kissimmee Valley Lane, Kissimmee from February 8, thru February 17, 2019. If you have any further questions, please feel free to contact me at 321-697-3050. Thank you very much.

Sincerely,

Miranda Muir

Miranda Muir
General Manager
KVLS & Osceola County Fair
321-697-3050


1/2 FIELD
ASTROS STADIUM
MAJOR LEAGUE CLUBHOUSE
FIELD 2
RV HOOKUPS
UNIVERSITY of FLORIDA Extension Services
TIE-OUT RACKS
KVLS
Warm-up Ring
CEP
SERVICE ROAD
MULTI-PURPOSE
Exhibition Building
Silver Spurs Arena
Grassed Parking
Grassed Parking Open Midway
Grassed Area
OSCEOLA TRAIL
HWY. 192

Osceola County Fair
Application for Space

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

TYPE OF EXHIBIT: ☐ Food Vendor ☐ 10-day Outdoor ☐ Inside Lobby

IMPORTANT! ALL APPLICANTS PLEASE NOTE:
All vendors will be required to submit a photo(s) of display set up and/or inventory. Applications will not be considered without at least one photo.

NAME OF BUSINESS: _____

CONTACT NAME: _____

SALES TAX #:_____ FEIN #:_____

FORMAL CORRESPONDENCE: ☐ BUSINESS ☐ INDIVIDUAL

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

Operating Deposit Check should be written to ☐ NAME OF BUSINESS ☐ CONTACT NAME

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? _____

INSURANCE: Will provide a COI ☐ Would like to apply ☐ ($100 Fee: see #30)

SPACE REQUIREMENTS
FOOD VENDORS –
Unit #1
Frontage (in Feet, must include hitch) _____ Depth (in Feet) _____

Electrical Amps Required for Unit _____

Stock Unit Size (in Feet)

Stock Unit #1 _____x _____ TOTAL Electrical Amps Required _____

Stock Unit #2 _____x _____ TOTAL Electrical Amps Required _____

(Continued on next page)

10-Day Outdoor

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

Electrical Amps Required for Unit _____

Number of Stock Units (if requesting space on the grounds) _____, Size (in Feet) _____ x _____

Electrical is NOT available for 10-day Outdoor Stock Units.

Indoor Lobby

Space is available in 8 foot deep x 10 foot wide increments. 8x10, 8x20, 8x30, etc.

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

Only one (1) table skirt & cover is included in the price of your booth, no matter the size of the space.)

Do you need a table? Yes or No Additional tables requested. _____ ($10.00 each) = $_____

Do you want a table skirt/cover? Yes or No

Additional skirts/covers requested. ____ ($20.00 each) = $_____

Standard 120 – volt power needed? Yes or No Number of outlets _____

Additional power requests will be fulfilled if possible.

Amps Requested _____ Voltage Requested _____ Number of Outlets _____

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. _____
3. _____
4. _____

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 34744
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.

_____ _____
Signature Date

☐ If completing and returning this form via an electronic method, I understand that by typing my full legal name above it is considered an electronic signature and has the same legal effect and can be enforced in the same way as a hand written signature.

Please check box for acceptance. Second Licensee Signature REQUIRED if completing electronically.

_____

Licensee

Kissimmee Valley Livestock Show & Fair, Inc.
2019 Osceola County Fair
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 & Fair, Inc. ("Fair") and the Exhibitor (hereinafter "Exhibitor" or "Vendor") 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, email, telephone number, or Authorized Agent, shall be forwarded to Fair 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 January 16th, thereafter, Fair will only accept cash, money order, certified or cashier's check, or a credit card following January 16th. **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:** The Fair 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 the Fair and releases the Fair 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 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 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, Fair Office Hours are Monday – Friday, 8:00 a.m.–5:00p.m. During the event, KVLS Office hours will be as follows;
Friday, February 8th – 9:00 a.m. – 10:00 p.m.
Saturday, February 9th – 11:00 a.m. – 10:00 p.m.
Sunday, February 10th – 11:00 a.m. – 10:00 p.m.
Monday, February 11th – 12:00 p.m. – 9:00 p.m.
Tuesday, February 12th – 12:00 p.m. – 9:00 p.m.
Wednesday, February 13th – 12:00 p.m. – 9:00 p.m.
Thursday, February 14th – 12:00 p.m. – 9:00 p.m.
Friday, February 15th – 11:00 a.m. – 10:00 p.m.
Saturday, February 16th – 11:00 a.m. – 10:00 p.m.
Sunday, February 17th – 11:00 a.m. – 9:00 p.m.
All items delivered outside of the above hours will need to be hand-delivered to the exhibitor themselves. The Fair is not responsible for any parcels left on the Fairgrounds and is not responsible for notifying the Exhibitor of its arrival. All deliveries made to the Fair Office must be picked up in a timely manner**. Fair Staff will NOT deliver them to your booth space.**

6. **Exhibitor Credentials: Each Exhibitor and their authorized personnel must have an admission ticket to enter onto the Fairgrounds**. No exceptions will be made. Each Exhibitor will be given twenty (20) one-day tickets to the Event regardless of booth size, free of charge. It is the Exhibitors responsibility to obtain these, at check-in time, from Fair Staff. Additional tickets may be purchased, at the "Vendor Rate" through the close of the first day of the Event.

7. **Exhibitor Parking:** Free parking is available in designated fair parking lots. There are also a limited amount of parking spaces in the designated, closer, Exhibitor Lot during the Event. All Exhibitor motor vehicles must have a proper parking pass or will be towed at owner's expense. The parking pass is for your motor vehicle only. **All trailers regardless of parking pass 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 parking pass shall be established by the Fair from time to time.

8. **Exhibit Delivery:** Vendors are required to utilize the parking pass assigned to them for delivery purposes. Please enter via the gate you are assigned. Each vehicle shall be permitted to remain on the Fairgrounds for forty-five (45) minutes and must be removed from the grounds 1 hour prior to the Event opening. NO EXCEPTIONS. Each person in the vehicle must have an admission pass. **NO CASH payments will be accepted at the vendor gate. NO PASS = NO ADMISSION.** Vehicles will NOT be allowed onto the Fairgrounds in the evening, except upon the close of business. The gates will be open from 8:00 a.m. – 11:00 a.m. Friday – Sunday, and 8:00 a.m. – 4:00 p.m. Monday – Thursday. **ALL vehicles MUST exit before 11:00 a.m. Friday – Sunday and 4:00 p.m. Monday – Thursday.** It is the Exhibitors responsibility to obtain the proper parking pass from the Fair Office prior to the Event opening. **NO EARLY MOVE IN'S. NO EXCEPTIONS. Please refer to the Check-In procedures provided in this handbook. _____ MUST BE INITIALED.**

9. **Motorized Carts:** No Licensee shall be allowed to operate motorized vehicles of any nature on the Fairgrounds 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. 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 the Fair. The Fair 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 the Fair in the community. The Fair 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 the fair.

13. **Signs:** Only professional quality signage will be allowed. ABSOLUTELY No hand-written signs will be allowed. Exhibitor's signs advertising Exhibit must be kept within Exhibitor's Space. The Fair reserves the right to remove any signs deemed inappropriate, at any time. **_____ MUST BE INITIALED.**

14. **Tents:** Makeshift poles and tarps are not allowed. 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 Marshal. Smaller tents are NOT allowed to be placed inside the Events Center Lobby. **Dependent upon your location some tents cannot be staked and Exhibitor is responsible for providing appropriate weights needed to secure the safety of their tent. _____ 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 the Fairgrounds 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 the Fairgrounds. LP gas tanks used for cooling must be placed outside any Fair building and must be approved by the Osceola County Fair Department. The Fair 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 the Fair'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 the Fair, which approval may be arbitrarily withheld in the sole discretion of the Fair. 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 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 the names and addresses of all winners delivered to the Fair Office. In no case, may the Exhibitor use the name of the Fair 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 the Fair. They shall be subject to a fine of $1,000.00 for each infraction by the Fair, plus any fine imposed by any governmental entity and shall be deemed in material breach of this Agreement and subject to immediate removal from the Fairgrounds.

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 the Fair and Exhibitor may not assign this Agreement, or any interest in the Agreement, without the Fair's prior written consent, which consent shall be within the Fair'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 11:00 a.m. on Friday, February 8th, 2019). All space not occupied by that time will revert to the Fair and all payments forfeited. All exhibits MUST remain open until the close of Fair each night. This will be denoted by the lights on the Ferris Wheel. **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 Tuesday, February 19th, will be considered automatically conveyed and transferred to the Fair and the Fair 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.** The fair reserves the right to adjust the closing times based on certain conditions, i.e. attendance, weather, crowd size, etc.

22. **Operating Deposits:** ALL Licensees, regardless of location, are required to submit a $100 deposit confirming their willingness to occupy their space and be open for business, during ALL operating hours. Any Licensee who leaves their booth unattended for an extended period (We acknowledge restroom breaks and lunch runs may be necessary for small operations.), will forfeit this deposit. Please report any emergencies or extraordinary instances to the KVSL Office immediately. Emergencies do NOT constitute return of deposit, but will be noted for contract renewal. Those who adhere to the operating hours will receive their deposits via USPS following our event. Checks will be issued 7-10 business days, post Fair.
_____MUST BE INITIALED.

23. **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 the Fair. 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.

24. **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 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 the Fairgrounds. 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 the Fairgrounds by the Exhibitor. The Fair, upon request, will be furnished a list of all personnel who will operate or work in any exhibit.

25. **It is the responsibility of the licensee to appropriately screen all employees under their direction. KVLS has a ZERO TOLERANCE policy with regards to individuals working on-site, which pose a threat to the children and families visiting Osceola Heritage Park. Should it be found that a licensee did NOT appropriately perform background, drug and alcohol screenings (within the limits of the law) and such a threat exists, the licensee may be immediately dismissed from the grounds. No refunds would be given and no future contracts awarded. _____MUST BE INITIALED.**

26. **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 the Fairgrounds by any Exhibitor. No tobacco products are allowed to be sold on the Fairgrounds.

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

28. **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.

29. **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 Osceola County Department of Environmental Resource Management 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 away any refuse or empty and fluids on the ground. In the event Exhibitor shall dump hazardous materials at locations not authorized by the Fair, they shall be subject to a fine of $1,000.00 for each infraction by the Fair, plus any fine imposed by any governmental entity, and shall be deemed in material breach of this Agreement and subject to immediate removal from the Fairgrounds.

30. **Insurance:** Each Licensee is required to supply a Commercial General Liability coverage through the Fair's current provider. Exhibitor must return a completed Certificate of Liability, in a timely manner, or undergo the underwriting process for an additional fee, before this Agreement is considered valid and they are allowed to occupy any space on the Fairgrounds. No exceptions will be made and there will be no consideration of reduced fees, regardless of alternate coverage(s) in place. The Certificate of Insurance shall name the **KISSIMMEE VALLEY LIVESTOCK SHOW & FAIR, INC. & 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.

31. **Indemnification:** Exhibitor hereby covenants and agrees to fully release, exonerate, indemnify, defend and hold harmless Kissimmee Valley Livestock Show & 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 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-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 the Fairgrounds; or the carelessness, negligence or improper conduct of the Fair 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.

32. **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. The Fair name and logo are protected and may not be used without the express written consent of the Fair.

33. **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 the Fair if the Exhibitor utilizes the Fairgrounds 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.

34. **Security:** Fair agrees to provide general security for the Fairgrounds including all vending areas. Fair 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 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 claim 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, directors, employees or agents are deemed negligent or not.
_____ MUST BE INITIALED.

35. **Non-Smoking Area:** The Osceola County Fair non-smoking areas include, but are not limited to Kiddy Land and the H.A.Y.L.O.F.T. Exhibitor agrees to inform all personnel of this fact and enforce rule in these areas.

36. **Rides and Games:** Exhibitor shall not operate any amusement devices and amusement attractions, as those terms are defined by Chapter 616, Florida Statues. It is also agreed that the Exhibitor shall not operate games of chance, as defined by the Florida Statues, unless written consent from the Fair is obtained.

37. **Automated Teller Machines (ATM):** No ATM's shall be allowed on the Fairgrounds except for ATM's provided by the fair.

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

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

40. **Cancellation By The Fair:** The Fair 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 the Fair, or in the event of any request by a Federal, State, or County agency for use of the Fairgrounds 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 the Fair in connection with the Event so cancelled, will be refunded without penalty. Upon such cancellation, the Exhibitor agrees not to re-enter the Fairgrounds, or move any of its personal property, if such may pose additional risks to persons or property in the sole discretion of the Fair. Should the Fair exercise its rights to cancel this Agreement, Exhibitor 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 to this Agreement and the Exhibitor shall have no recourse of any kind against the Fair.

41. **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 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.

42. **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. 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.

43. **Payment For Damages:** Exhibitor agrees to pay all costs and expenses, as determined in the sole judgment 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, fixtures and 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 agents, vendors, or employees to drive any stake, instrument, or 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 the Exhibitor for reimbursement pursuant to 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 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 the Fair 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.

46. **Storage:** Exhibitor assumes all responsibility for all of its goods, materials, merchandise, exhibits, displays, articles and other tangible personal property in or on the Fairgrounds before, during, or after the Event and the Fair assumes 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 privileges offered to or enjoyed by the general public, and to be in compliance with the Federal and Florida Civil Rights Acts.

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 thereafter 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 thereof in the event of a continuous subsequent default on the part of the Exhibitor.

49. **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 the Fairgrounds 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.

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

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

52. **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 executes this Agreement.

53. **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.

54. **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.

55. **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.

56. **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.

57. **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.

58. **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.

59. **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.

60. **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.

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

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

63. **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.

64. **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.

65. **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.

66. **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 the Fairgrounds 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 the Fair expressly reserves the right to allocate space in its sole and arbitrary discretion. Additionally, nothing shall prevent the Fair from granting an Agreement to an entity which is competitive to the Exhibitor hereunder.

67. **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 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 Exhibitor freely assumes. The Fair makes no warranty or representation as to historic or anticipated attendance, or revenue, from the Event.

68. **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 convent 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 arm's 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 arm's 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, nor does neither accept 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.

69. **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.

70. **Waiver of Jury Trial:** The Fair 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.

71. **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 the Fair entering into this Agreement.

72. **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.

73. **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 the Fair 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.**