



Vendor Agreement
The Barn at Smith Acres Event
Mustache Dash 5K / 1M / Ruck / Yoga
May 16, 2020

This Vendor Agreement is made effective as of [REDACTED], by and between The Barn at Smith Acres, LLC ("TBASA 5K 2020") of 13387 Little Gem Cir, Fort Myers, Florida 33913, and [REDACTED] of [REDACTED], [REDACTED], Florida [REDACTED] ("Vendor").

WHEREAS, the TBASA 5K 2020 is the Organizer and renter of Fenway Park South / JetBlue Stadium located at 11500 Fenway South Drive, Fort Myers, Florida 33913 (herein after referred as the 'Building'), where the The Barn at Smith Acres, Mustache Dash 5K/ Ruck/ Yoga will be conducted.

NOW, THEREFORE, it is agreed that:

PURPOSE. TBASA 5K 2020 agrees to provide [REDACTED] (# of spaces) space(s) to conduct [REDACTED]'s business in Fenway Park South / JetBlue Stadium, at The Barn at Smith Acres, Mustache Dash 5K/ Ruck/ Yoga. Vendor's use of TBASA 5K 2020's grounds is limited to the space selected by TBASA 5K 2020 as identified prior to the event. In general, Vendor is guaranteed a minimum of one booth/table. Vendor accepts the opportunity to participate as a vendor in the Building for The Barn at Smith Acres, Mustache Dash 5K/ Ruck/ Yoga commencing on May 16, 2020 and ending on May 16, 2020. Vendor hereby accepts the following listed conditions and limitations.

The Vendor will be: (circle one) **Promoting / Selling / Prospecting** the following: [REDACTED]

HOURS OF OPERATION. TBASA 5K 2020 area shall remain open from 5:30am to 10:00am the day the Event is in progress, unless TBASA 5K 2020 notifies Vendor of other hours of operation.

INSTALLATION AND TEAR DOWN. Vendor shall set up the facilities for sale on May 16, 2020, between 5:30am. Vendor shall remove his/her facilities for sale from the Building no later than 12 Noon on May 16, 2020.

PAYMENT. Vendor is provided with the Space on the grounds in exchange for \$200.00, or \$225.00 if a table is needed, to paid upon signing this Agreement. Space locations will be assigned by TBASA 5K 2020 and provided to Vendor the morning of the Event. Vendor may choose to be centrally located, or select in advance by the yoga, or main event. Cash/Checks/Credit Card Payments available. Checks can be made out to The Barn at Smith Acres.

APPEARANCE. Vendor is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes Vendor's responsibility to remove bulk trash. Should Vendor fail to keep the Space in an orderly manner will result in additional removal fees.

EXTRA SERVICES. TBASA 5K 2020 is not obliged to provide telephone, water, electrical and drain services to Vendor.

DISPLAYS AND SIGNS. All displays on the grounds must be free standing. Nothing may attach to walls or columns of the building by any means at all. Signs must be free standing. Signs should not block other vendor's shops/booths. Signs may not attach to the walls or columns of the building

QUALITY PRODUCTS. Vendor shall ensure proper quality of the products sold. Vendor shall comply with all applicable laws as to vendor's sales.

EMPLOYMENT OF STAFF. Vendor will employ adequate staff at Vendor's own cost in order to operating the Space provided by TBASA 5K 2020.

INSURANCE. Vendor is solely responsible to obtain insurance coverage on property brought on to the property. Vendor assumes full responsibility for items left in the facility. TBASA 5K 2020 accepts no liability for lost, stolen or damages property and is not required to carry additional insurance to cover Vendor's property.

INDEMNIFICATION. Vendor agrees to indemnify and hold TBASA 5K 2020 harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against TBASA 5K 2020 that result from the acts or omissions of Vendor and/or Vendor's employees, agents, or representatives. TBASA 5K 2020 shall be solely responsible for ensuring all applicable laws are followed and complied with in selling and presenting TBASA 5K 2020's products and services at the Event.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have Five days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, major named storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues

relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Florida.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SIGNATORIES. This Agreement shall be signed on behalf of TBASA 5K 2020 by Lindsay Smith, CEO and on behalf of Vendor by 7 Business Days and shall be effective as of the date first written above.

Organizer:
The Barn at Smith Acres, LLC

By: _____
Lindsay Smith, CEO

Vendor:

By: _____ Signature: _____

Date: _____

Phone: _____

Email: _____

OFFICE USE: SPACE #: _____ DATE SECURED: _____ PAYMENT CLEAR DATE: _____