

2010 RULES & REGULATIONS

CLAY COUNTY FAIR ASSOCIATION, INC.

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Green Cove Springs, Florida 32043
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Web Site - www.claycountyfair.org E-mail - clayfair@bellsouth.net

“FUN FOR THE WHOLE HERD”

DATES AND HOURS OF OPERATION

THURSDAY	APRIL 1 st	12 Noon. - 11:00 P.M.
FRIDAY	APRIL 2 nd	10:00 A.M. - MIDNIGHT
SATURDAY	APRIL 3 rd	10:00 A.M. - MIDNIGHT
SUNDAY	APRIL 4 th	12 Noon - 9:00 P.M.
MONDAY thru WEDNESDAY	APRIL 5 th - 7 th	4:00 P.M. - 11:00 P.M.
THURSDAY	APRIL 8 th	12 Noon - 11:00 P.M.
FRIDAY	APRIL 9 th	10:00 A.M. - MIDNIGHT
SATURDAY	APRIL 10 th	10:00 A.M. - MIDNIGHT

EXHIBITS BUILDINGS WILL CLOSE AT 10:00 P.M.

1. INSIDE BOOTH SPACES: Booth spaces will be assigned at the sole and arbitrary discretion of Fair Management. The Fair reserves the right, in its sole discretion, to accept, to reject, to move, reposition or exclude any exhibit or Licensee as it deems necessary during the term of the License. The Fair reserves the right to decline or prohibit any exhibit or concession, or part or element thereof, which in its sole opinion is not suitable for adults and children of all ages. Exhibit buildings will open one hour prior to the opening of the gate as scheduled. The buildings will close at 10:00 P.M. All inside booths are 10 feet wide and 8 feet deep (except for a limited number of special location booths) and are furnished with two (2) 110 volt outlets. Center aisle exhibit spaces are divided by curtains 3 ft high on sides and 8 ft in back. The maximum height of the back wall of each space may not exceed 8 feet. NO PENETRATING MATERIALS ARE TO BE USED ON THE EXHIBIT BUILDING WALLS – NO STAPLES, TACKS OR NAILS. TAPE ONLY! AISLES MUST BE KEPT CLEAR. NO SMOKING IN EXHIBITION BUILDINGS AT ANY TIME.

Each Licensee must be mindful not to block the view of their neighbor(s). Licensees will provide their own signs, tables, chairs, etc. **No part of the space may be assigned or sublet.** Use of public address type systems from the booth space must be consented to in writing by the Fair Management. Licensees may advertise and/or distribute from INSIDE their booth space only. No signs are to be posted outside the booth space. The Booth Space Contract for space does not give any vendor exclusive rights on any product. All commercial vendors must prominently display the prices of each item. **EXHIBITS MUST REMAIN INTACT UNTIL 10:00 P.M. ON THE LAST NIGHT OF THE FAIR** Breakdown may begin at 10:01 P.M. Exhibit Buildings will lock down at 1:00 A.M. “Promptly” Breakdown will continue at 9:00 A.M. Sunday. All exhibits must be completely removed no later than 4:00 P.M. on the Sunday following the close of the Fair.

2. OUTSIDE BOOTH SPACES: Outside space is 20 feet wide and 25 feet deep. **There shall be no encroachment on the adjoining space.** Food concessions will receive a standard 220 Volt electrical hook-up. Because electrical requirements may affect placement, all spaces will be assigned at the sole and arbitrary discretion of the Fair Management. The Fair reserves the right, in its sole discretion, to accept, to reject, to move, reposition or exclude any exhibit or display as it deems necessary during the term of the License. The Fair reserves the right to decline or prohibit any exhibit, or part or element thereof, which in its sole opinion is not suitable for adults and children of all ages.

All commercial vendors must prominently display the prices of each item including tax. Handwritten signs are not acceptable. All spaces must remain intact until midnight on the last night of the Fair Licensees may advertise and/or distribute from INSIDE their booth space only. Outside booth space vendors must use covers, fencings or decoration type coverings to hide hitches, grey water tanks, etc.

*****All Food Vendors will be required to have a gray water tank.**

Gray Water Tank Rental: Rental Fee \$200.00 per tank (includes two (2) pump-out). If additional pump-outs are needed it is the responsibility of the vendor. Please contact the Fair Office to rent a Gray Water Tank (904) 284-1615 prior to the Fair. Our Pump Out Vender is Dale Pacetti, Outhouse Portable Restrooms, Inc.

*****Beverages: The Official and Exclusive beverage is Coca-Cola Products.**

Provider is the Florida Coca-Cola Bottling Company. All products must be purchased through Coca-Cola. Contact: Maryjane Morgan, Business Development Manager - Mobile: 904 309-3948 Sales and Equipment 1-800-647- 2653. All Business accounts must be set up in advance. All NICA pricing will be honored.

Licensees 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.

3. EXHIBIT/BOOTH SPACE JUDGING: Judging will take place at 1:00 P.M. on the opening day of the fair. **Please place name of vendor and space number where visible to the judges. Criteria for judging:** 1. Use of Fair Theme "Fun for the Whole Herd". 2. Eye Appeal 3. Effectiveness of Licensee's Display & Information 4. Arrangement and Quality **Awards:** Rosettes will be awarded in the following categories: 1. Educational Government 2. Educational Non-Government 3. Educational Youth 4. Corporate 5. Small Business 6. Food Vendors 7. Home Made Crafts 8. Livestock 9. Deggeller Attraction: Food Concessions and Game Concessions.

4. ELECTRICAL: All concessionaires are required to use code approved lights, wire and extension cords in their respective exhibit area. The Fair retains the right of final inspection of all service connections, in accordance with local electrical codes.

ADDITIONAL ELECTRICAL HOOK-UP FEE CHARGES

20 amps or less	\$ 3.00 per day
30 amps	\$ 6.00 per day
40 amps	\$ 9.00 per day
50 - 60 amps	\$ 14.00 per day
70 - 80 amps	\$ 17.00 per day
90 -100 amps	\$ 21.00 per day

5. SET-UP: THERE IS ABSOLUTELY NO ADMISSION TO THE FAIR GROUNDS PRIOR TO MONDAY, MARCH 29, 2010 unless arrangements have been made with the Fair Management. All exhibits must be in place **NO LATER THAN 10:00 A.M. ON THE OPENING DAY OF THE FAIR.** Licensees may start setting up on Monday at 9:00 A.M. prior to the opening day of the Fair. The Exhibit Buildings will be closed and locked at 7:00 P.M. each evening, **UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE.**

6. PASSES: Each vendor who has paid for space will be issued Photo ID's and/or passes for the Fair. Each vendor will receive a form to select a category that best suits them. The categories are as follows: Category #1 – 1 Photo ID and 20 Daily Passes, Category #2 – 2 Photo ID'S and 10 Daily Passes, Category #3 – 3 Photo ID'S. Additional passes may be purchased at advanced discount prices Prior to the opening of the fair. Presale Tickets are available on the Fair Website- www.claycountyfair.org or at the Clay County Fair Association Office "Claude D. Kelly Administration Building" (904) 284-1615. *****There will be no admittance into the fair without an admission ticket. Please make sure all your help has an admission ticket before they arrive at the front gate. The gate personnel will not be responsible for obtaining passes for your people.**

7. SOLICITING: ABSOLUTELY NO SOLICITING IS PERMITTED OUTSIDE THE BOOTH/EXHIBIT AREA. THIS APPLIES TO BOTH INSIDE AND OUTSIDE BOOTHS ON THE FAIRGROUNDS.

POLITICAL BOOTHS are to be used for passing out literature **ONLY.** Booths are not to be used to get signatures for petition drives. Our Fair Association is a non-political organization. Our Charter prohibits the Association from "participating in.....any political campaign on behalf of any candidate for public office." Our long-time Board policy prohibits us from leasing space to an individual candidate.

8. FIRE & SAFETY: Decorations must be fire retardant. Machinery in motion **MUST** be enclosed with a barrier placed two (2) feet in front of the moving object. Bottled gas containers in the buildings are prohibited. NFPA 101 and NFPA 96 requires a fire extinguishing system to be installed in the hood system to protect the cooking operation. A Fire Suppression system is required in all hood systems that cook with grease laden vapors. A Class K fire extinguisher and 2-A-10BC fire extinguisher are also required. In accordance with NFPA 101,11.11.1, all tent fabric shall have a flame resistant rating and documentation shall be provided to the Fire Prevention Office upon inspection. One 2-A-10BC fire extinguisher shall be provided in every tent. The fire extinguisher shall be inspected and tagged by a license fire extinguisher company. **All exhibits will be examined by the County Fire Inspector.**

9. SECURITY: Security will be provided 24 hours a day beginning Monday prior to the opening day of the Fair and until Sunday following the close of the Fair. However, the Fair does not warrant or insure against theft, vandalism or any loss due to natural consequences such as hurricane, flooding, etc. or any other loss, such as theft or fire, to an Licensee and the Licensee shall obtain insurance to provide for any such loss. Licensee 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 Licensee's possession, custody or control. Licensee expressly waives any claim against Fair, its officers, 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, directors, employees or agents are deemed negligent or not.

10. DELIVERIES: ALL DELIVERIES TO THE FAIR GROUNDS MUST BE COMPLETED 2 HOURS PRIOR TO THE GATE OPENING TIME EACH DAY. U.P.S. usually delivers to the Fair Office between 11:00 A.M. and 3:00 P.M. Any vendor expecting merchandise should make arrangements to meet the driver. The Fair Office will not accept COD's or be responsible for packages left at the Fair Office. UPS/FedEx deliveries: 2493 State Road 16 West, Green Cove Springs, FL 32043. The Licensee, at all times, assumes the risk of loss of all shipments delivered to the Fair and the Fair assumes no responsibility for the receipt and safe storage of said shipments. The Licensee 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 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 Licensee. No shipments will be accepted after the Fair is over.

11. GENERAL LIABILITY INSURANCE: At least thirty (30) days prior to the move in date, Licensee shall provide the Fair with a Certificate of Insurance in a form and from an insurer licensed by the State of Florida, which shall name the CLAY COUNTY FAIR ASSOCIATION, INC, AND CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA; AND ALL PUBLIC AGENCIES OF CLAY COUNTY, AS THEIR INTEREST MAY APPEAR as additional named insureds for Comprehensive General Liability insurance including products and completed operations coverage for Commercial Food Vendors and Non-Food Vendors operating during the fair with limits of not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence and 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 policy shall have a standard thirty (30) day cancellation notice provision.

The Fair expressly reserves the right to require Licensee to add others as additional named insureds, in its sole discretion. All insurance provided by Licensee shall designate Licensee's insurer and coverage as primary.

In the event Licensee shall not timely provide proof of insurance in the manner as set forth herein, or shall provide insurance with an insurer unacceptable to The Fair, this License shall immediately and automatically terminate without further notice from the Fair, and the Fair shall retain the Deposit.

Licensee hereby expressly waives any and every claim which arises in its favor and against Fair for any loss or damage covered by Licensee's insurance. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this License with respect to any loss or damage to property, or claim of Licensee. The Licensee shall notify its insurer(s) of this waiver since it is intended to preclude the assignment of any claim by way of subrogation or otherwise.

12. INDEMNIFICATION: The Licensee agrees to indemnify, and save the Fair, its officers, directors, employees and agents harmless from and against all loss, costs, expense, liabilities, claims, injuries, etc. for damage to property or injury to persons, including death, or any financial loss, claim or liability, arising under Licensee's exercise of rights and privileges granted under this License or resulting from any cause whatsoever relating in any way to Licensee's presence and operation on the Fairgrounds, including reasonable attorney's fees and costs, and whether the Fair be deemed negligent or not. This indemnity given to the Fair shall include the officers, directors, employees, agents, and invitees of the Fair. Indemnification provided herein also applies to any trademark/tradename/copyright/patent infringement by the Licensee.

13. HEALTH PERMITS/SALES TAX: Health Permits are required for ANY/ALL Licensees selling edible products. The Division of Hotel & Restaurant Inspectors will be on the Fairgrounds prior to opening for licensing and collection of applicable fees. The Florida Department of Revenue will be on the Fairgrounds during the fair to collect sales tax on all taxable sales. All Food Vendors are requested to post our Hand Washing Reminder Sign. Licensee agrees to obtain the proper licenses and/or permits for the use of the space and operation covered by this License as required by Federal, State and Local law and supply evidence of same to the Fair on demand. Licensee agrees to promptly pay all applicable taxes and require all vendors, Licensees, and others selling products to pay applicable taxes and carry the proper licenses and permits. Licensee shall also make and be responsible for all federal, state and local income taxes and all deductions and taxes relating to employees and employment.

14. RENTALS: The Fair **DOES NOT** provide tables, chairs, extra curtains or equipment of any kind.

15. **CANCELLATIONS:** Prior to January 31, 2010 - 75% Refund of Deposit. **No deposit refunds after January 31, 2010**

16. **RETURNED CHECKS:** There will be a service fee (Bank Charge) on **All** returned checks.

17. **ANIMALS:** NO PERSONS SHALL ENTER OR REMAIN ON THE FAIRGROUNDS WITH A DOG, CAT OR OTHER PET OTHER THAN SEEING EYE DOGS OR ANIMALS PART OF AN APPROVED EXHIBIT DISPLAY. **ALL RV PARKING PETS MUST BE TIED UP OR CONTAINED IN THE VENDORS RV SITE AT ALL TIMES. AN AREA CONFINED BEHIND THE CAMPERS WILL BE A DESIGNATED DOG WALK AREA. PLEASE WALK DOGS ONLY IN THIS AREA. PET WASTE MUST BE REMOVED AND DISPOSED PROPERLY.**

18. **STATUS OF NAME, ADDRESS, ETC:** The Licensee represents and warrants that the legal name as contained in the License 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 License and continuing through its term and duration. Licensee further represents and warrants that the Applicant listed in the License has full, complete and absolute authority to bind the Licensee. If the Licensee is a corporation, it warrants and represents that it is in good standing and, active and if it is not a Florida corporation, it warrants and represents that is authorized to do business in the State of Florida. Any change in the Licensee legal name, fictitious name, address, telephone number, or Authorized Agent, shall be forwarded to Fair, in writing, no more than three (3) days after the change.

19. **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. Licensees will have the right to offer to the patrons any such give-away items, or drawings or raffles, as the Licensee desires to offer (subject to this License and federal, state or local law) provided that such give-away items, or drawings or raffles, do not impose any obligation on the part of the Fair patrons, and have been approved by the Fair, in writing, thirty (30) days prior to the opening day of the Fair. Drawings or plans that constitute a lottery in violation of the laws of Florida will not be permitted.

20. **HAZARDOUS AND TOXIC SUBSTANCES:** The Licensee agrees, at all material times Licensee is on the Fairgrounds, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Florida and Federal law. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify the local authorities as well as the Florida Department of Environmental Protection and the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law and the Fair relative to such materials. Additionally, Licensee agrees not to throw away any refuse or empty any fluids on the ground.

21. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS:** Licensee hereby specifically agrees to comply with all applicable, Federal, State and local laws, ordinances, rules, regulations, statutes and policies including these Rules and Regulations promulgated by the Fair, as amended from time to time. Licensee shall specifically comply with the provisions of chapter 616, Florida Statutes, the Federal Americans with Disabilities Act, and all relevant health and fire codes and all trademark, copyright and other intellectual property laws. Such laws, ordinances, statutes, rules and regulations are expressly made part of this License.

22. **CANCELLATION AND TERMINATION:** This License shall terminate upon default by the Licensee which shall be defined as the Licensee's failure to promptly and timely pay any and all sums due or to abide by the other terms, provisions rules, regulations and conditions of the License as set forth herein. Default of one provision shall be default of the entire License. In the event of default, all money theretofore paid by Licensee shall not be refunded. Upon termination, Licensee shall not be entitled to utilize the booth space set forth hereinabove for the period provided herein regardless of efforts, costs, expenditures or arrangements made by the Licensee.

23. **APPROVAL BY FAIR:** The Fair reserves unto itself the unilateral right to approve any and all Licensees and exhibits which includes the type, nature, manner, size and language used in an Exhibit and to approve any and all signage, brochures, pamphlets or other literature to be utilized in an exhibit. This License may be terminated at any time by the Fair if the Licensee utilizes the Fairgrounds for a purpose different than that listed on page one of the License. In addition, Licensee recognizes and acknowledges the unique reputation of the Fair in the community. The Fair is dedicated to the production and presentation of wholesome, family entertainment. Licensee grants to the Fair the sole and arbitrary right of approval for any performance, exhibition, exhibit, brochure, pamphlet, signage, other literature and entertainment to be offered under this License and the Licensee agrees that no such activity or part thereof shall be given or held if objected to by the Fair, regardless of any prior contractual obligations or monies paid by Licensee for such performance, exhibitions, etc. Licensee expressly waives any and all damages against Fair by reason of its termination of License or disapproval of any performance, exhibit, etc. pursuant to this provision.

24. **CANCELLATION BY THE FAIR:** The Fair reserves the unilateral right to cancel this License 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 an Federal, State, or County agency for use of the Fairgrounds under such circumstances, it being understood and agreed by Licensee 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 Licensee 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 Licensee agrees not to re-enter the Fairgrounds, or move any or 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 License, Licensee agrees to forego any and all claims for damages against the Fair and further agrees to waive any and all rights which might arise by reason of the terms of this License and the Licensee shall have no recourse of any kind against the Fair.

25. OCCUPANCY INTERRUPTION: Licensee hereby waives any and all claims for compensation for any and all loss or damage sustained by reasons of any defect, deficiency or impairment of the electrical, computer systems, telephone, plumbing 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.

26. ALCOHOLIC BEVERAGES/TOBACCO PRODUCTS: No alcoholic beverages or illegal substances as defined by Florida Law, are permitted to be brought, consumed or distributed on the Fairgrounds by any Licensee and no Licensee shall be permitted on the Fairground if they are intoxicated. No tobacco products are allowed to be sold on the Fairgrounds.

27. FAIR'S RIGHT OF ENTRY: Duly authorized representatives of the Fair, such as its Directors, officers, employees or other agents, may enter the area utilized by Licensee, at any time and occasion. Licensee 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 Licensee's operation; however, such interference shall not relieve Licensee from any obligations hereunder.

28. PAYMENT FOR DAMAGES: Licensee 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 License 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 License went into effect.

29. STORAGE: Licensee 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 annual fair and the Fair assumes no responsibility for said items.

30. RETENTION OF FAIR PRIVILEGES: The waiver or failure of the Fair to insist on strict and prompt performance of the terms of this License, 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 or subsequent default on the part of the Licensee.

31. OTHER CONDITIONS: It is mutually agreed that any and all matters not expressly provided for in this License will be at the sole discretion of the Fair.

32. COMPLAINTS: All complaints by Licensee or its agents, including, without limitation, those relating to this License, the Fair's policies, the Fair's officers, directors, staff, or personnel, or the Fair's other licensees, shall be dated and in writing and promptly and immediately sent to the Fair Management at the Fair office.

33. COUNTERPARTS AND DUPLICATE ORIGINALS: To facilitate the execution of this License, any number of counterparts of this License may be executed and delivered. It shall not be necessary that each party's signature appear on each counterpart, but it shall be sufficient that each party's signature appear on one or more of the counterparts. Each of the counterparts shall be considered an original and all of them, together, shall constitute one and the same instrument. Any number of duplicates of this License may be executed and delivered, each of which shall be considered an original.

34. CONSTRUCITON OF LICENSE: Each party has relied upon its own examination of this License and the advice of its own counsel and other advisors in connection with this License. This License was negotiated at arm's length. Thus, this License shall not be construed more strictly against the Fair notwithstanding that it has been drafted by the Fair and the Fair's counsel. Furthermore, the money, property, insurance or services which are the subject of this License are for commercial purposes and not for personal, family or household purposes.

35. EFFECTIVE DATE: The effective date of this License shall be the date on which the last one of the Fair's representative and the Licensee's representative executes this License.

36. LANGUAGE: Whenever used in this License, 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.

- 37. PARAGRAPH HEADINGS:** The paragraph headings used in this License are for convenience only, and shall not be used in interpreting or construing any provision of this License.
- 38. SEVERABILITY:** If any term, covenant, or conditioning of this License or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of this License or the application of such terms, covenants, and conditions to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this License shall be valid and enforceable to the fullest extent permitted by law.
- 39. TYPEWRITTEN AND HANDWRITTEN PROVISIONS:** Handwritten or typewritten provisions inserted into this License and initialed and dated by all parties shall control over all typewritten provisions in conflict therewith.
- 40. 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.
- 41. ATTORNEY'S FEES:** Any reference to attorney's fees in this License applies only to the indemnity given by Licensee to the Fair and not to any other term, provision and condition hereof.
- 42. VENUE:** The venue of any legal proceeding brought in connection with this License or any aspect of the relationship between the parties shall be in Clay County, Florida.
- 43. FLORIDA LAW:** This License shall be considered to have been made and executed in Clay County, Florida, and shall be interpreted, construed and enforced in accordance with the laws of Florida and no other.
- 44. TIME:** Time is of the essence of all the provisions and terms of this License.
- 45. SUBLETTING OF BOOTH SPACE; ASSIGNMENT:** No Licensee shall be permitted to sublet or sublicense the whole or any part of the booth space licensed or to display anything not specified in his License. This License is personal between the Fair and Licensee. Licensee may not assign this License, or any interest in the License, without the Fair's prior written consent, which consent shall be within Fair's sole discretion and may be arbitrarily withheld. Assignment shall also include a transfer or conveyance of more than fifty percent (50%) of the present ownership interest of the Licensee. Licensee acknowledges that the Fair has the right to assign space to vendors as it deems necessary and there is no right to a particular location or booth.
- 46. RENEWAL:** This License is only for the dates as set forth in this License. Licensee agrees that the fact that it has been granted space during the annual fair in the past shall not entitle the Licensee to any right to use the fairgrounds in the future. The fact that the Licensee 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 Fair expressly reserves the right to allocate space in its sole and arbitrary discretion. Additionally, nothing shall prevent the Fair from granting an License to an entity, which is competitive to the Licensee hereunder.
- 47. SUCCESS:** The Licensee agrees that it is solely responsible for its success. Licensee has not and shall not rely on any advice or direction from any employee, officer, director or agent of the Fair, except as may be required under this License, in planning and carrying out its operation. The fact that the Licensee is restricted by and subject to the terms and conditions of this License, or is moved to another location from previous years, is a risk that Licensee freely assumes.
- 48. ENTIRE AGREEMENT:** All terms and conditions of this License shall be binding upon the parties, their heirs, and representatives and cannot be waived or modified by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this License. Such written document must be incorporated by specific reference therein as a part of this License. Neither party may rely on any oral representations and must look solely to the terms of this License. Furthermore, Licensee agrees that, notwithstanding the possibility of significant damages to Licensee in the event The Fair exercises its unilateral right of cancellation and termination and the right to retain the deposit and other monies, and other rights under the License, the Licensee agrees to the terms contained herein and executes this License voluntarily and freely. This License constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. Any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect.
- 49. FIDUCIARY DUTY:** The parties to this License specifically intend that neither this License nor any course of dealings between them shall create fiduciary obligations. Nothing contained in the License, 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 License. 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 License 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 License represents that it is an independent, experienced and sophisticated business entity. Each party conducts its own investigations and obtains its own information about business transactions. Each party relies wholly on its own counsel and/or judgment in making 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 License 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.

50. RELATION OF PARTIES: It is the intention of the parties to hereby create the relationship of Licensee and Licensor, and no other relationship whatsoever is hereby created. Nothing in this License shall be construed to make the parties hereto partners or joint venturers or to render either party hereto liable for any obligation of the other.

51. PRESUIT MEDIATION: Prior to bringing any lawsuit under this License, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the Florida Rules of Civil 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 License made as the result of mediation. Good faith compliance with this provision shall be a condition precedent to the right of any party hereto to bring a lawsuit under this License. This provision is a material inducement to the Fair entering into this License.

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