

2012 SUWANEE RIVER JAM VENDOR AGREEMENT

This Vendor Agreement is made and executed in counterpart originals in Suwannee County, Florida, by and between _____, (hereinafter "Vendor") and Cornett's Spirit of the Suwannee, Inc. (hereinafter "Park"), a Florida corporation whose principal place of business is 3076 95th Drive, Live Oak, Florida 32060, commonly referred to as the "Spirit of the Suwannee", or "Spirit of the Suwannee Music Park."

Vendor and Park agree to and acknowledge the following:

The Park has contracted with a Promoter who intends to conduct a multi-day music and art festival known as the "2012 Suwanee River Jam" (hereinafter "Festival") at the Spirit of the Suwannee Music Park. The festival includes preliminary special events commencing on Wednesday May 2, 2012. Advance ticket sales and promotion are underway.

Vendor and the Park acknowledge that the sale of appropriate art, merchandise and wholesome refreshments by independent contractors such as Vendor during the festival is mutually beneficial and is an important aspect of the overall festival experience.

The Park desires to reserve and rent concession space at the Spirit of the Suwannee to qualified vendors for the sale of merchandise and for the sale of food and non-alcoholic beverages for the Festival, and the Vendor desires to reserve space and to operate a concession stand for profit during the Festival.

The Park operates a recreational vehicle park and campground year-round, and operates a General Store, Music Hall, Restaurant and other facilities at the Spirit of the Suwannee where merchandise, food and beverages are sold at various times, including music and art festivals and other events.

The Vendor and Park therefore agree and contract as follows:

This agreement shall become effective only upon acceptance by Cornett's Spirit of the Suwannee, Inc., as evidenced by the signature of Park authorized representative in the space provided below, upon full payment of

rent/reservation fees by Cashier's Check or Money Order, and upon proof of insurance, as provided herein.

Park's Obligations to Provide Space and Benefits

The Park agrees to reserve for, and to provide Vendor with, rental space for the Festival. Vendor has the option of reserving and renting two sizes of vending space, which have different prices and different additional benefits. Vendor must indicate here, by filling in the number of each size spaces desired, what is to be reserved: ____ 10 foot by 10 foot size; ____ 20 foot by 10 foot size (place number in each blank provided).

For each 10 foot by 10-foot space reserved and rented, upon payment of \$400.00 and satisfactory submission of documents required by this agreement, the Park agrees to provide Vendor with:

1. A 10 foot by 10-foot space of ground in the Festival vending area assigned at the Park's sole discretion with one 5 ampere electrical connection limited to 400 watts of electrical power for the duration of the Festival;
2. One vehicle service pass to allow entry of one vehicle to the space for set up, resupply, sanitation, and breakdown during the Festival;
3. Two gate entry passes/wristbands to allow access to the vending space during the Festival;
4. Two parking passes for the Festival;
5. Tent camping for Vendor from Wednesday night May 2, 2012 until check out on Sunday May 6, 2012, in an area to be selected by the Park.
6. Staff direction in finding the assigned vending space, tent camping space and parking.

For each 20 foot by 10-foot space reserved and rented, upon payment of \$700.00 and satisfactory submission of documents required by this agreement the Park agrees to provide Vendor with:

1. A 20 foot by 10-foot space of ground in the Festival vending area assigned at the Park's sole discretion with one 5 ampere electrical connection limited to 400 watts of electrical power for the duration of the Festival;
2. One vehicle service pass to allow entry of one vehicle to the space for set up, resupply, sanitation, and breakdown during the Festival;

3. Three gate entry passes/wristbands to allow access to the vending space during the Festival;
4. Three parking passes for the Festival;
5. Tent camping for Vendor from Wednesday night May 2, 2012 until check out on Sunday May 6, 2012, in an area to be selected by the Park.
6. Staff direction in finding the assigned vending space, tent camping space and parking.

Notwithstanding the above, if Vendor is approved for the sale of food or beverages, then the Park agrees to issue script for the purchase of food or beverages (tickets or tokens) in exchange for cash from Festival patrons, and to meet with Vendor during the post-Festival reconciliation to accept script received by Vendor for sale of food or beverages in exchange for a company check, less a 25% commission on Vendor's gross revenues.

The Park reserves the right to prohibit the sale of any items by Vendor. No drug paraphernalia, obscene or pornographic items, weapons, fireworks, paper luminarias, controlled substances, alcoholic beverages, or tobacco products may be sold or displayed.

Vendor's Obligations

Craft vendor agrees to submit an executed original of this agreement and of all addenda, proof of insurance, along with a Cashier's Check or Money Order in full payment of the rent/reservation fee payable to Cornett's Spirit of the Suwannee, Inc., by 5 P.M. local time on April 2, 2012. Any submissions of paperwork or payment after this date will incur a \$150 contract service fee, due and payable at the time the paperwork or payment is received; however, the Park retains the discretion to refuse to enter into this agreement unless all required contract documents and full payment are received after 5 P.M. local time on April 2, 2012.

Obtain liability insurance in the amount of \$1,000,000 naming Cornett's Spirit of the Suwannee, Inc. as an additional primary insured and provide proof of such insurance coverage along with this executed agreement. Vendor will maintain such insurance in effect for the entire Festival, and Vendor shall not take or permit any action that would operate to void or diminish the insurance coverage.

Arrive at the front gate of the Spirit of the Suwannee Music Park beginning on Wednesday May 2, 2012, between the hours of Noon and 8 PM local time to check in with Park Staff, receive credentials and parking passes, and to be directed to the Park-assigned rental space for set up. Set up for this event must be completed by Thursday, May 3, 2012 at 5 PM local time.

Provide all equipment and supplies necessary for vending, including but not limited to: a UL-approved flame-resistant portable tent of appropriate size (with rating label attached); on-site signage, furniture, fixtures, UL-approved grounded (3-prong) electrical cords up to 400 watts; required fire extinguishers and safety equipment and sufficient quantities of each item of merchandise, food or beverage listed on Addendum A to supply patrons for the Festival.

Occupy only the assigned Retail space at the Festival during the Festival's normal hours of operation, adequately stock the types of approved merchandise or refreshments that have been approved for sale at the advertised prices as indicated on Addendum A to this agreement, and keep on hand sufficient change to allow cash payments for non-refreshment items.

Collect and pay any and all applicable sales tax for each item sold.

Comply with all applicable federal, State, local laws, rules and regulations, including but not limited to licensing laws, and with Park rules.

Maintain the assigned vending area in a clean and orderly condition at all times and to maintain all areas immediately surrounding his/her booth to avoid accumulation of trash and residue. All trash and refuse shall be regularly disposed of in dumpsters provided near the Festival vending area and not allowed to overflow trash cans.

Not assign or sublet all or any part of the assigned space without the prior written approval of the Park.

Provide and maintain (non-armed) security for Vendor's property and staff during the Festival and accept full responsibility for any injury, loss or damages from any cause. If armed security is required by Vendor, then

Vendor must contract for such services with off-duty personnel of the Suwannee County Sheriff's Department, and notify the Park of such contract prior to such services being rendered.

Should Vendor choose to ship any packages to the park address, Vendor assumes full responsibility associated with it's delivery and releases the Park and Festival from any and all said responsibility.

Immediately notify Park staff of any nuisance, hazard, dangerous condition, injury, theft, damage or other circumstance that may affect the health, safety and welfare of the Vendor, the Park or Festival patrons.

Fully and completely indemnify Cornett's Spirit of the Suwannee, Inc., its officers, employees and agents for any act or omission by Vendor that results in any personal injury or property damage to any person or entity.

Assume full responsibility for theft, loss, or damage to Park facilities or Festival patrons, and Vendor waives any and all right of recovery from Cornett's Spirit of the Suwannee, Inc., its officers, employees and agents for property damage, or loss of the use thereof, howsoever occurring;

Avoid any damage to the Park's grounds/facilities resulting from Vendor's operations during the Festival, and leave the vending area clean and in good condition, ordinary wear and tear excepted.

Keep designated fire lanes clear and not place any vehicle, tent, merchandise, trashcan or other item in any designated fire lane.

Limit vehicular access to the vending area for purposes of restocking items or removal of trash to the hours of 6 A.M. to 10 A.M. on each day, and to coordinate such vehicular access with Park staff, however, the Park reserves the right to limit motor vehicle access at all times and places if conditions warrant such restriction;

If Vendor desires to operate a golf cart on Park property during the Festival, then Vendor agrees to abide by all conditions contained in the Park's Golf Cart Policy, to pay any additional trail fees required by the Park for this

privilege, and to execute the acknowledgement section of the Park's Golf Cart Policy which is attached as Addendum B.

Break down, pack up and remove Vendor's tent, equipment, supplies and property no earlier than 2 A.M. on Sunday May 6, 2012 and no later than 5 P.M. on Sunday May 6, 2012.

Execute the Release Form attached hereto as Addendum C and provide the original to the Park along with this agreement.

Additional Obligations for Vendors of Food or Beverages
Park's Obligations to Provide Space and Benefits

In addition to the above general Vendor's Obligations, approved Vendors of food and/or beverages, agree to:

Only sell food or beverages using Park-issued script (tickets or tokens) that will be issued in one (1) dollar increments and maintain an accurate accounting of all script received for all sales (no cash sales or barter allowed for any item).

Furnish and maintain conspicuously on hand at least one standard fully operable Class C fire extinguisher with a State-approved current service tag, and additional fire extinguishers approved for the specific hazard involved, e.g. at least one Class K wet chemical fire extinguisher if cooking using deep fat frying, griddles, woks, or similar cooking methods.

If using LP gas, all tanks, hoses and fittings shall be UL-approved and in good working order.

If using wood or charcoal, all cooking devices shall have a non-combustible ash collector under the fire pit to prevent ash from falling to the ground; all extinguished ash shall be stored in a metal container with a tight fitting lid; and a five-gallon container of water shall be readily available near the grill for emergency use.

Provide all electrical cords that shall be UL-approved grounded, in good condition, and with sufficient rated current capacity to carry electrical load.

Allow no smoking in the tent.

Only use and serve food or beverages with disposable, recyclable paper or plastic goods and utensils, including cups, plates, napkins, spoons, forks, knives, straws, stirrers and the like.

Dispose of all grease in the Park-supplied grease trap and all food residue and garbage into approved refuse, compost or recycling containers.

In addition to the reservation/rent, pay the Park 25% of gross revenues of all sales. After the conclusion of the festival, Vendor agrees to meet with Park's agent to exchange all script received in exchange for food or beverages for credit, less the gross revenue percentage owed to the Park. Script reconciliation will occur on Sunday, May 6, 2012, no earlier than noon local time. The Park will issue a company check to the Vendor for any amount owed after such reconciliation.

Additional Terms and Conditions

Cornett's Spirit of the Suwannee, Inc., may terminate Vendor's rights under this Contract if Vendor violates any applicable federal, state, local law, rule or regulation, or Park rule. In the event, of such a breach on or subsequent to May 2, 2012, Cornett's Spirit of the Suwannee, Inc., shall retain Vendor's entire rent/reservation fee as all of part of liquidated damages that may partially offset other damages to which the Park may be entitled.

Cancellation of the Festival due to an Act of God, fire, flood, storms, riots, strikes, weather, hurricanes, unavailability of utility service, war, conflict, epidemics, terrorism, hazardous materials spill, or any similar force shall be considered Force Majure and neither party shall have any further obligation under this agreement, and neither party is liable to the other for consequential damages including but not limited to expenses, travel costs, supplies, lost profits or loss of goodwill. In the event of such Force Majure, Park will refund one-half of Vendor's rent/reservation fees by company check within 14 days.

The parties agree that this agreement shall not be deemed or construed to create any agency relationship, partnership, employment, or joint venture between the Vendor and the Park. Park's approval of Vendor's list of merchandise, food or beverages does not constitute any endorsement, guarantee or warranty that any such merchandise is fit for its intended purpose.

This agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings. This agreement can only be amended by written agreement of both parties. Failure of any party to insist on strict compliance with any term or condition of this agreement shall not constitute a waiver of performance of any other term or condition.

In the event that Vendor fails to carry out any of the terms of this agreement, or for any reason is unable to carry out its obligations, Park shall notify Vendor as soon as practicable that the agreement is terminated, and Vendor and its agents shall vacate the premises quietly and peacefully as soon as possible. Such termination shall not limit the Park's rights to recover any rent, damages, or other amounts owed under this agreement.

This agreement shall be construed according to Florida law, and in any action venue shall be in Suwannee County, and the prevailing party shall be entitled to an award of court costs and attorney's fees, including appellate costs and fees. Arbitration is not required for dispute resolution.

Each signatory represents that he or she has the authority to sign on behalf of his or her respective partnership, company, corporation or other entity.

Vendor agrees to send this completed contract with proof of insurance and money order to:

SPIRIT OF THE SUWANNEE MUSIC PARK
ATTN – WANEE VENDING
3076 95th Drive
Live Oak, FL 32060



●VENDOR



By: _____ (sign name)

_____ (print name)

COMPANY NAME: _____

Address: _____

Telephone: _____

Email: _____

Cell Phone: _____

Date: _____

Witness 1: _____

_____ (sign name) _____ (print name)

●PARK



By: _____ (sign name)

_____ (print name)

CORNETT'S SPIRIT OF THE SUWANNEE, INC.

3076 95TH DRIVE, LIVE OAK, FLORIDA 32060

386/364-1683

Date: _____

Witness 1: _____

_____ (sign name) _____ (print name)

ADDENDUM B
2012 SUWANEE RIVER JAM VENDOR AGREEMENT
Spirit of the Suwannee Music Park
Golf Cart Policy

The following rules and regulations were devised in an effort to ensure everyone's safety and enjoyment. We here at the Spirit of the Suwannee, staff and campers alike, love our park. We believe firmly in a "Tread Lightly" policy, and have instated these policies in order to promote a safe and enjoyable stay with us. Please keep in mind that these regulations were designed to minimize accidents, injuries, and the deterioration of our park and the surrounding areas.

All vehicles utilized within the Spirit of the Suwannee are subject to the following rules and regulations. Violations of this policy may result in suspension of cart or membership privileges, ejection from park, or legal recourse. We wish to continue the tradition of "carting at the park", but it can only work if we all drive carefully and conduct ourselves responsibly.

Management reserves the right to amend these rules and regulations at any time, without notice for the safety and enjoyment of our guests.

NOT ALLOWED:

- All Terrain Vehicles (ATVs), Off-Road Utility Vehicles (ORVs), or Recreational Utility Vehicles (RUVs). This includes Polaris Ranger, Polaris RZR, Yamaha Rhino, Kawasaki Mule, and any other non-golf cart utility vehicle.
- Dirt bikes.
- Go carts or dune buggies.

ATV's, dirt bikes and go carts **may not** be brought in on trailers or in the back of trucks.

ALLOWED:

- Gas/Electric Golf Carts with stock engines (factory specs). Engine size is stamped on the motor.
1E-Z Go: 295CC & 350CC
2Club: 290CC & 350CC
3Yamaha: 357CC

Engines are not to exceed 14 HP.

- Golf carts with a maximum lift of 4” – 8”.
- Golf carts with a maximum tire size of 23x11x12.
- Golf carts are to be equipped with stock mufflers or the equivalent – not to exceed noise level of a stock muffler.

PRICES AND FEES:

All of the above-mentioned vehicles must show current proof of insurance upon check-in.

- Non-Event trail use fee is \$30. The fee is valid for the duration of your stay.
- Holiday Weekend trail use fee is \$60. The fee is valid for the duration of your stay.
- Event Weekend trail use fee is \$100. The fee is valid for the duration of your stay.
- Members and handicapped patrons do not pay a trail use fee, but must register their vehicle at the office, show proof of insurance, and receive proper credentials.
- Membership includes registration of two (2) golf carts; carts must be operated by member or spouse. Members may not register friends’ or extended family’s carts.

GENERAL RULES AND REGULATIONS:

- Operation of any vehicle while intoxicated is prohibited by law. Disorderly or reckless driving will result in suspension of privileges or ejection from park.
- Be kind to your fellow guests. Quiet time is 11:00PM. Please keep music and noise from your vehicle to a minimum while in the campground.
- Golf carts have a curfew of 12:00 Midnight. Carts must be parked in your campsite after curfew. During special events, carts must return to camp after the event music ends each evening.
- Passengers on a golf cart must be seated at all times, one person per seat.
- The speed limit throughout the park is **10 MPH**. Any and all vehicles must observe this speed limit at all times, and watch for children, pedestrians, and animals that may be sharing the roads with you.
- Operation of a golf cart or vehicle is restricted to licensed drivers only. Children are not to operate these vehicles at any time, whether riding with an adult or not, due to the safety risk this presents. This includes children/grandchildren or family members of staff or members as well.

- We believe firmly in the “tread lightly” policy. Our campground and trails are well kept because we care about our park, and we expect you to do the same. Trails are well marked, and we ask that you remain on them at all times. (this means no free-range riding)
- Please respect others’ campsites. Meaning: if it is not your campsite, do not ride through it.
- Any and all above-mentioned vehicles must have functioning headlights. For everyone’s safety they are required to be used at dusk. If your vehicle does not have operable headlights, use is restricted to daylight hours only.
- Park registration decal must be prominently displayed at all times.

If you have any questions regarding these regulations, or require additional information, contact our office at: (386) 364-1683.

Golf Cart Policy - Acknowledgement of Receipt

I, _____, do hereby acknowledge that I have been furnished with a copy of the Spirit of the Suwannee Golf Cart Policy, that I have read and understand this policy, and I agree to abide by the rules and regulations set forth herein.

I also understand that failure to observe these rules may result in suspension of golf cart or contract privileges, ejection from the Spirit of the Suwannee Music Park, arrest by law enforcement personnel, assessment of money damages or other legal recourse.

Print Name

Signature

Date

ADDENDUM C
2012 SUWANEE RIVER JAM VENDOR AGREEMENT
LIMITED RELEASE

This limited release is executed this ____ day of _____, 2012, by _____ (Vendor) whose business address is _____, in partial consideration for the 2012 Suwanee River Jam Vendor Agreement with Cornett's Spirit of the Suwannee, Inc. (Park).

This is to acknowledge that I, _____, as agent for Vendor have read and acknowledge receipt of the 2012 Suwanee River Jam Vendor Agreement, and agree to abide by its terms.

Vendor and its agents agree to release and hold harmless Cornett's Spirit of the Suwannee, Inc. and its officers, agents and employees for any injury or loss which Vendor and its agents may suffer or any loss or damage to Vendor's property which may occur as a result of Vendor's presence at the 2012 Suwanee River Jam.

●VENDOR

By: _____ (sign name)
_____ (print name)

COMPANY: _____
Address: _____

Telephone: _____

Email: _____

Cell Phone: _____

Witness 1: _____
_____ (sign name) _____ (print name)

Witness 2: _____
_____ (sign name) _____ (print name)