

By applying to this event, you agree to the terms and conditions stated herein:

Upon payment of all fees, Splash Festivals (Organizer) will issue a non-exclusive revocable license (the "License") to Vendor for the use of a space located upon the Festival grounds as more particularly designated by, and which may be unilaterally relocated by Organizer (the "Space") during the Term, as defined herein, for one of the following purposes only: Food and non-alcoholic beverage vending, Georgia Grown product vending, children's vendor activities, or Arts & Crafts vending (including Culinary Artist product vending) ("Permitted Use").

For and in consideration of the mutual promises, covenants, and conditions set forth herein, which is hereby acknowledged by Organizer and Vendor, and other good and valuable considerations hereinafter set forth, both parties aforesaid bind themselves as follows:

1. **Grant of License.** Organizer hereby grants to Vendor the License to the Space for the Permitted Use, provided that such Permitted Use by Vendor may not interfere with the use and enjoyment by Organizer and its invitees of other portions of the Property, and may not create a nuisance, or allow a nuisance to exist on any portion of the Property. Any use other than the Permitted Use of the Space by Vendor is expressly prohibited. The recitals in paragraphs A and B above are hereby incorporated into this Vendor Agreement by specific reference thereto.
2. **Term.** The term of the License will commence at setup either on the day preceding the Festival at a time to be determined or the first date of the Festival at 5am and end on the last date of the Festival at eight o'clock pm, subject to either party's right to immediately terminate and revoke the License at any time, with or without cause (the "Term").
3. **Payments by Vendor.** As consideration for the rights and License, Vendor shall pay to Organizer, by way of a credit or debit card, or through an ACH bank transfer a fee (the "Fee") for the Term for a space, virtual space, and additional charges as stated in the application. The Fee will be non-refundable except as otherwise provided in this Vendor Agreement or due to a cancellation of the live Festival due to COVID-19. Virtual Festival fees shall be non-refundable. Vendor shall pay the Fee to Organizer by seventy-five days prior to the Festival.
4. **Vendor's Representations and Covenants.** Vendor hereby represents, warrants, covenants and agrees as follows:
 - a. Vendor's use and exercise of this License shall comply with (i) all applicable ordinances, laws and regulations of the State of Georgia, and the municipality all applicable governmental authorities and (ii) all rules and regulations promulgated by Organizer relating to the Space and Property from time to time and as Organizer in its sole discretion sees fit.
 - b. Except as expressly approved by Organizer, Vendor may not and has no right to construct temporary or other improvements, at or about the Space, nor on any property under Organizer's control without the prior, express written consent and approval of specific plans by

Organizer. Signage indicating the Vendor's business and menu are permitted. The vendor may play no music. All prices must be prominently posted.

c. Vendor shall, at all times, exercise the License in such a manner as to avoid interference with or disruption of Organizer's operation and the operations of tenants at the Property. Organizer reserves the right to prohibit and remove the exhibit and/or sale of items that are Buy-Sell, that are not in keeping with this agreement, the family nature of the Festival and which offend the moral standards of the community or are found to be causing a nuisance or disturbance by exhibiting and/or selling them at the Festival.

d. Vendor hereby warrants and represents that it has the skill, knowledge, and competency to operate, manage, and control the Permitted Use.

e. Vendor hereby recognizes and acknowledges that the exercise of the License may involve risk to the Vendor, its officers, employees, agents and servants of personal injury or damages to property. Vendor shall, prior to the commencement of the Term, notify said persons in writing of said risk.

f. Vendor may only sell the services and products as approved in the application. **FOOD VENDORS MAY SELL BOTTLED WATER OR SOFT DRINK PRODUCTS AT THE FOLLOWING PRICES: BOTTLED WATER AT A MINIMUM OF \$1.00 EACH UNIT; COKE/PEPSI PRODUCTS AT A MINIMUM OF \$1.00 EACH.** Vendor is prohibited from selling any other items without the prior written consent of the Organizer. Organizer reserves the right to prohibit and remove the exhibit and/or sale of items not listed herein.

g. Vendor is encouraged to use recyclable serving containers.

h. If vendor requires ice in the operation of its business, Vendor is required to purchase such ice from Organizer's Ice Vendor at the rate of \$3.50 per sixteen-pound bag. Ice shall be available throughout the festival hours of operation provided an ice vendor has been secured.

i. Vendor hereby recognizes and acknowledges that electricity is being provided based on Vendor's stated requirements in the application. If Vendor requires additional power after set-up, an additional charge for the required power equal to \$100 per 20amp circuit, \$120 per 30amp circuit, or \$350 per 50amp circuit will be due at the time of set-up. If a special trip charge is necessary, an additional \$200 will be due at set-up.

j. Vendor is required to honor Splash Festival food coupons or Artist Shopping Certificates as may be presented to Vendor and may be reimbursed at the end of the Festival by Splash.

k. Availability of a water source is limited at some Festivals and Vendor may be required to bring their own source. Vendor will be notified in advance of the availability of water on site.

5. Condition of Space.

a. Organizer shall designate, in Organizer's sole discretion, the Space for the Permitted Use.

b. Vendor acknowledges and represents and warrants that Vendor has made all investigations Vendor deems necessary or appropriate with respect to the License and the Space; that Organizer makes no warranties, express or implied, with reference to this License, the Space, the number of customers who may be patronizing the Space, the amount of business Vendor may anticipate from and relating to the Space, or any other matter relating to this License, Vendor Agreement or the Space; that Vendor accepts the Space in an “as is – where is” condition, and acknowledges that the Space is suitable for the Permitted Use; and that Organizer shall have no duty, obligation or responsibility of any kind for the repair, maintenance, or otherwise with reference to this License or the Space. **VENDOR IS REQUIRED TO BRING IT’S OWN TENT AND EQUIPMENT AS NECESSARY TO OPERATE ALL CONCESSIONS FROM THE SPACE UNLESS OTHERWISE NOTED IN PARAGRAPH 3)a ABOVE.**

c. Vendor shall, on or before the expiration of the Term or its earlier termination as provided herein, remove all of Vendor’s goods and effects, repair any damage caused by such removal and surrender and deliver up the Space, broom clean and in good order, condition and repair, ordinary wear and tear and damage by fire or unavoidable casualty excepted. Vendor shall remove and properly dispose of all rubbish, trash, and discarded materials, including food and grease. Grease barrels and grey water tanks may be available for Vendor’s use and vendor will be notified in writing in advance of their availability. Property not removed within twenty-four hours after the expiration of the Term shall be deemed to have been abandoned by Vendor, and may be retained or disposed of by Organizer, as Organizer shall desire, at Vendor’s cost, without being liable for trespass or conversion of property.

d. Vendor acknowledges and agrees that the Festival will occur rain or shine and that Organizer will not be required to refund the Fee due to weather or other unforeseen incidents except for Festival cancellation due to COVID-19.

6. Insurance. Food and Children’s Activity Vendors shall procure and continue in force during the Term of the License, comprehensive general liability insurance in the amount of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence and a combined single limit of Two Million Dollars (\$2,000,000). Such insurance policy shall be issued in the names and for the benefit of Organizer (SPLASH FESTIVALS, INC) and Organizer’s designee(s), Management Company, lenders, principals, employees, tenants, contractors, guests, invitees (collectively the “Organizer Related Parties”), and Vendor by an insurance company licensed to do business in the state where the Property is located. Vendor shall deliver to Organizer certificates or memoranda of insurance evidencing such insurance, and full payment therefor, prior to the date the Term commences, or the date Vendor first occupies the Space, whichever date first occurs. Such insurance may not be cancelled or amended except upon ten (10) day notice to Organizer. The minimum limits of the insurance coverage to be maintained by Vendor hereunder shall not limit Vendor's liability under this Vendor Agreement. Organizer reserves the right to require such additional insurance as may be reasonably requested by its insurance consultants and advisors.

7. Indemnification. Vendor shall protect defend, indemnify, save and hold harmless the Organizer Related Parties, against and from any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of, anyone whomsoever, and against and from any and all costs, damages and expenses, including attorney's fees, resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of, the use of the Space, this License, or by any act or omission of Vendor, or any of its employees, agents, contractors or invitees in, upon, at or from the Space, or its appurtenances or any part of the Property.

8. Release. The Organizer Related Parties will not be responsible or liable at any time for (a) any defects, latent or otherwise, in any building or improvements in the Property or any of the equipment, machinery, utilities, appliances or apparatus therein, or (b) for any loss of life, or injury or damage to any person or to any property or business of Vendor, or those claiming by, through or under Vendor, caused by, or resulting from any condition on the Property unless said condition exists due to Organizer's gross negligence or intentional misconduct, or (c) acts of God or the elements, any defect or negligence in the occupancy, construction, operation or use of any buildings or improvements on the Property, including the Space, or any of the equipment, fixtures, machinery, appliances or apparatus therein; or (d) any claims, damages, injuries, losses, or costs resulting from the Permitted Use. Vendor's sole remedy for breach of this Vendor Agreement will be to terminate this Agreement. Under no circumstances will Organizer be liable to Vendor for damages over and above the amount of the Fee.

9. Default by Vendor. Upon Vendor's failure to perform, fulfill or observe any term or covenant contained in this License to be performed, fulfilled or observed by Vendor, Vendor will be deemed in default of this Vendor Agreement.

10. No Easement or Estate Created. Organizer and Vendor intend that no lease or easement be created by this License, notwithstanding that Vendor may incur expenses in connection with this License. Organizer and Vendor intend further that no estate or interest in land be created by this License and, specifically, that this License creates only contractual obligations between the parties and does not create a landlord-tenant relationship.

11. Notices. Any and all notices, demands, requests and responses thereto permitted or required to be given under this License shall be in writing, signed by or on behalf of the party giving such notice, and shall be delivered to the other party at the address of such other party set forth below:

If to Organizer:

Splash Festivals, Inc.
17 N. Peachtree Street
Norcross, Georgia 30071

12. Miscellaneous. (a) This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the

parties, not embodied herein, shall be of any force or effect. This Agreement may not be amended except by an agreement in writing signed by the parties hereto or their respective successors in interest. (b) Organizer is not in any way or for any purpose be deemed or become a partner of Vendor in the conduct of Vendor's business or otherwise, or a joint venture or a member of a joint enterprise with Vendor. (c) Vendor does not have the right to assign Vendor's rights under this License. (d) Time is of the essence of this License. (e) This License is to be construed in accordance with the laws of the State of Georgia and shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives. (f) To the extent any provision of this Vendor Agreement conflicts with a tenant at the Property, such provision is deemed severable and void.

13. Attorney Fees. If any Fee owing under this Vendor Agreement is collected by or through an attorney at law, Vendor agrees to pay to Organizer fifteen percent (15%) thereof as attorney fees.

14. Relocation. Organizer may relocate Vendor to another space the same size or larger, and the Fee shall remain the same regardless of the size of the new space.

15. Limitation on Organizer Liability. Vendor agrees that Vendor will not make any claims against any shareholder, officer, director, member, partner (whether general or limited), trustee, beneficiary or joint venture thereof by reason of any matter arising under the terms of this Vendor Agreement or arising in connection with the use or occupancy of the Space or Property. No personal asset of any shareholder, officer, director, member, partner (whether general or limited), trustee, beneficiary or joint venture will be subject to levy, execution, attachment or other enforcement procedures by Vendor or any successor or assignee of Vendor on account of any matter whatsoever relating to this Vendor Agreement or the use or occupancy of the Space or Property.