

VENDOR SPACE RENTAL AGREEMENT

This VENDOR SPACE RENTAL AGREEMENT (the "Agreement") is entered into on this ___ day of _____, 20__ (the "Effective Date") by and between _____ (the "Vendor", with its principal business address located at _____ on the one hand and 7127 Old Route 5 (Mailing to resort: 91 Breeze Drive) Camdenton, MO 65020. Each party is individually referred to as a "Party" and collectively as the "Parties".

NOW THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants set forth herein, and with the intent to be legally bound hereby, the Parties agree as follows:

- 1. Term of the Agreement.** This Agreement shall not become effective until both Parties execute this Agreement, and the Vendor pays Lake Breeze Resort LLC in full. The term of this Agreement shall be the rented booth space days as outline in online booking (the "Term") unless terminated earlier pursuant to Section 3 of this Agreement. Length of term may be extended upon mutual agreement of both parties.
- 2. Rental Fee.** The rental fee is outline in the online booking system as addendum A. Once paid, the Rental Fee is non-refundable.
- 3. Termination of this Agreement.** Lake Breeze Resort LLC may terminate this Agreement prior to the Term ending, with or without cause, and in Lake Breeze Resort LLC's sole discretion, without any penalty whatsoever. If Lake Breeze Resort LLC terminates this Agreement prior to the Term ending, Lake Breeze Resort LLC shall prorate the Rental Fee so that Vendor shall be reimbursed for those days remaining in said Term coming after Vendor has completely removed its personal property from the premises.
- 4. Booth Space, Merchandise & Display Standards, & Removal of Vendor Property.** Lake Breeze Resort LLC shall assign Vendor, in its sole discretion, a booth space. Lake Breeze Resort LLC has, in its sole discretion, final say on how the booth space is used by Vendor and how the booth space presents to the general public. Lake Breeze Resort LLC reserves the right to change Vendor's booth space without notice or consent at any time. Vendor shall not, without the written consent of Lake Breeze Resort LLC, exceed the footprint of Vendor's designated booth space. Vendor shall not affix any personal property to Lake Breeze Resort LLC's premises without Lake Breeze Resort LLC's prior, written consent. Lake Breeze Resort LLC, in its sole discretion, shall approve all merchandise sold and how said merchandise is displayed in the booth space. Vendor shall use best efforts when constructing displays to minimize any disturbances to other vendors and operations. Vendors shall be considerate of other vendors, Lake Breeze Resort LLC, and all patrons of Lake Breeze Resort LLC. Lake Breeze Resort LLC shall, under no circumstances, be liable for any loss or damage to Vendor's property. Vendor agrees, at its sole cost and expense, to keep its booth space clean and in a manner satisfactory to Lake Breeze Resort LLC. Vendor shall not transfer, assign, sublet, or share any booth space without written approval, and any such attempt to do so is automatically void. Additionally, Vendor shall have all property removed by (i) the final day of the Term of this Agreement or (ii) within two (2) days after Lake Breeze Resort LLC terminates this Agreement, whichever occurs first. Any damage to the Vendor's booth space shall be immediately repaired at Vendor's sole cost and expense. Any Vendor personal property on Lake Breeze Resort LLC's premises after the removal date shall be discarded by Lake Breeze Resort LLC at Vendor's sole cost and expense.
- 5. Vendor Documentation.** To the extent that Lake Breeze Resort LLC requests and requires documentation from Vendor, Vendor shall provide Lake Breeze Resort LLC with true and correct copies of any required documentation, including but not limited to, business licenses, permits, sales tax certificates, certificates of authority, certificates of insurance (including endorsements listing Lake Breeze Resort LLC) and/or applicable waivers.
- 6. Indemnification.** Vendor agrees to indemnify, defend, and hold harmless Lake Breeze Resort LLC, its managers, its members, its affiliates, officers, employees, agents, and representatives from and against any and all losses, lawsuits, judgments, causes of action, costs, damages, claims (actual or alleged) and expenses resulting from claims for nuisance, bodily injury, tort, death, property destruction, and/or property damage arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent or otherwise, of the Vendor, its employees, subcontractors, sublicensees, subtenants, or agents, if any, in the performance of this Agreement and/or the use of its booth space and/or the use of Lake Breeze Resort LLC's premises.
- 7. Limitation of Liability.** In no event shall Lake Breeze Resort LLC, its affiliates, officers, employees, agents, representatives, successors, or assignees be liable to the Vendor and/or its affiliates and/or respective managers,

members, officers, employees, agents, representatives or customers (collectively "Lake Breeze Resort LLC") for any loss, liability, theft, damage, claim or demand, including, but not limited to, theft or damage to Vendor's property, furnishings, equipment and merchandise that Vendor may incur arising out of Vendor's operations at Lake Breeze Resort LLC, whether caused by the negligence of Lake Breeze Resort LLC or otherwise. Lake Breeze Resort LLC shall not carry insurance covering any such property theft, loss or damage and Vendor shall be solely responsible to carry its own insurance or otherwise accept the risk of any such theft, loss or damage. In furtherance of the foregoing, in no event shall Lake Breeze Resort LLC be liable for any consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs). To the extent Vendor maintains any claim against Lake Breeze Resort LLC, Vendor shall look solely to Lake Breeze Resort LLC's leasehold interest in Lake Breeze Resort LLC's premises and the proceeds thereof for the recovery of any judgment against Lake Breeze Resort LLC, and no other property or assets of Lake Breeze Resort LLC shall be subject to levy, execution or other enforcement procedure for the satisfaction of Vendor's remedies under or with respect to this Agreement. In no event shall Lake Breeze Resort LLC be liable to Vendor or any other person or entity for consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs).

8. Video and Photography Release. Vendor hereby grants to Lake Breeze Resort LLC the irrevocable and unlimited right and permission to use photographs and/or video recordings of Vendor, Vendor's intellectual property and Vendor's property on each of Lake Breeze Resort LLC's social media and other Internet properties, publications, promotional flyers, marketing materials, derivative works, or for any other similar purpose without compensation or permission from Vendor. Vendor hereby releases, acquits and forever discharges Lake Breeze Resort LLC from any and all claims, demands, rights, promises, damages, and/or liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation, likeness, or defamation. Vendor hereby warrants that Vendor and each of its employees and subcontractors is eighteen (18) years of age or older.

9. Miscellaneous. This Agreement constitutes the entire agreement between the Parties and that no other agreements, oral or written, are binding upon the Parties unless stated in this Agreement. This Agreement may only be modified by a written agreement that is signed by both Parties. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, shall not be affected, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law. This Agreement may not be assigned to a third Party without the written consent of Lake Breeze Resort LLC. This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of Missouri without giving effect to any principles of conflicts of laws. Each Party hereby irrevocably submits to the jurisdiction of any State or Federal Court sitting in Camden County, state of Missouri, in respect of any suit, action or proceeding arising out of or relating to this Agreement, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction of such courts. This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original; but such counterparts shall together constitute one and the same document. IN WITNESS WHEREOF, the Parties have executed this Agreement and intend to be bound thereby as of the Effective date stated above.

Lake Breeze Resort, LLC

91 Breeze Drive / 7127 Old Route 5

Camdenton, MO 65020

Signature:



Vendor Name, Company Name, Address

Signature: _____