



VENDOR SPACE USAGE AGREEMENT

This **VENDOR SPACE USAGE AGREEMENT** (“Agreement”) is entered into by and between **RUTH ECKERD HALL, INC.**, a Florida nonprofit corporation (“REH”), and the party designated on the attached application (“Vendor”). REH is the licensee of the City of Clearwater (the “City”) for a 4,000-seat, covered, waterfront amphitheater with additional lawn seating area, a stage, backstage area, dressing rooms, restrooms, and designated vendor areas, all of which are located in the Coachman Park complex at 301 Drew Street, Clearwater, Florida, as depicted on Exhibit A (the “Venue”). The parties agree as follows:

1. Provision of Vendor Services

On the terms and conditions set forth below, REH and Vendor agree that Vendor may offer goods and/or services to patrons as described on the attached application (the “Services”), on a non-exclusive basis, at the Venue from a location designated by REH at the time of each event.

Vendor shall provide the Services:

- a. In accordance with the terms and conditions of this Agreement and all applicable laws;
- b. Using personnel with appropriate skill, experience, licenses, and qualifications;
- c. In a timely, professional, and workmanlike manner;
- d. In accordance with generally recognized industry standards applicable to Vendor’s operations; and
- e. To the reasonable satisfaction of REH.

Vendor shall comply with all rules, regulations, and policies of REH, the Venue, and the City when providing the Services. Nothing in this Agreement shall be construed to prevent REH from itself providing similar services or engaging other vendors offering similar or identical services.

2. Term of the Agreement

Upon full execution by both parties and submission of all required documentation pursuant to Section 3 of this Agreement, the term of this Agreement (“Term”) shall commence and extend through the current calendar year.

A new agreement is required for each successive calendar year unless earlier terminated pursuant to this Agreement. REH may terminate this Agreement prior to the end of the Term, with or without cause, at REH’s sole discretion.

3. Space Utilization and Standards

a. Scheduling

REH shall notify Vendor no less than forty-eight (48) hours in advance of an event at which REH desires Vendor to be present. REH reserves the right to cancel Vendor’s participation if Vendor’s presence is deemed inappropriate for any event.

If Vendor fails to attend a scheduled event, REH reserves the right to terminate this Agreement.

b. Hours of Operation

Vendor must be fully staffed and operational from one and a half (1.5) hours prior to the start of the event through the conclusion of the event, unless otherwise specifically directed by REH. Closing early or opening late may preclude Vendor from participating in future events. Vendor acknowledges that most events are held rain or shine.

c. Load-In / Set-Up / Load-Out

Load-in and set-up times will be communicated no later than twenty-four (24) hours prior to the event. Unless otherwise directed by REH, all set-up must be completed no less than one (1) hour prior to event start time. Vendor shall remove all materials, equipment, and waste within one (1) hour following the conclusion of the event.

d. Display

REH shall have final authority over how Vendor's assigned space is utilized and how Vendor presents itself to the public.

e. Use of Personal Property

Vendor may place approved items of personal property only within the footprint of the assigned space. No signage, structures, or displays are permitted without prior approval by REH. Vendor shall not use any other area of the Venue without REH's prior written consent. All Vendor property must be removed at the end of each scheduled event unless otherwise approved in writing by REH.

f. Storage

All Vendor supplies, equipment, and inventory must be stored within the assigned space. Storage outside the assigned space is not permitted.

g. Utilities

REH may provide utility access, including electrical service and/or water, at its sole discretion. Vendor shall comply with all usage instructions provided by REH.

h. Conduct

Vendor shall conduct its operations in a professional manner at all times, including appropriate attire and behavior. Vendor may conduct business only from within its assigned space. Canvassing or solicitation outside the assigned space is prohibited and may result in removal from the event and exclusion from future events.

i. Garbage and Cleanup

Vendor shall be responsible for maintaining the cleanliness of its assigned space during operations and for removing all waste generated by its activities from the Venue at the conclusion of the event.

j. Sustainability

REH is committed to responsible and sustainable operations. Vendor agrees to comply with REH's sustainability policies, as provided in writing, and shall make reasonable efforts to conserve energy and water and to reduce waste. Unless otherwise approved in writing by REH, Vendor shall not use single-use plastics, Styrofoam, plastic bags, confetti, balloons, glitter, or paper flyers or programs.

k. Rules and Regulations

Vendor agrees to comply with all additional rules and regulations issued by REH or the City at any time.

4. Risk, Indemnification, and Insurance

a. Risk of Harm

The risk of damage, injury, or other loss ("Harm") to Vendor, its property, employees, customers, suppliers, and invitees shall be borne by Vendor unless such Harm is caused solely by the willful misconduct or gross negligence of REH.

b. Indemnification

Vendor shall indemnify, defend, and hold harmless REH from and against any and all claims, damages, losses, and expenses arising from Vendor's operations or presence at the Venue, except to the extent caused by the sole willful misconduct or gross negligence of REH.

5. Force Majeure

Neither party shall be liable for failure or delay in performance (except for payment obligations) due to events beyond its reasonable control, including acts of God, weather, governmental actions, labor disputes, war, or civil unrest. If such delay continues for more than thirty (30) days, the non-affected party may terminate this Agreement.

6. Relationship of the Parties

This Agreement creates a licensor-licensee relationship only. Vendor is granted no leasehold or other interest in the Venue. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, independent contractor, or employer-employee relationship.

7. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or agreements. This Agreement may be modified only by a written instrument signed by both parties. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute shall lie exclusively in the courts of Pinellas County, Florida. This Agreement may be executed in counterparts and electronically, each of which shall be deemed an original.

[Signature Page Follows]

Agreed and Accepted:

Vendor:

Individual Licensee

Entity Licensee

Print Entity Name: _____

Signature: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Date: _____

REH:

Ruth Eckerd Hall, Inc.

By: _____

Print Name: _____

Print Title: _____