

## FLORIDA TRUCK MEET 2024 VENDOR AGREEMENT

**I. PARTIES.** This Vendor Agreement is made effective as of \_\_\_\_\_ 2024, by and between Truck Fever LLC ("Truck Fever") of 101 Marketside Avenue, Suite 404 PMB 245, Ponte Vedra, FL 32081, and \_\_\_\_\_ ("Vendor") of \_\_\_\_\_.

**II. PURPOSE.** Truck Fever agrees to provide \_\_\_\_\_ to the Vendor to conduct business at the FLORIDA TRUCK MEET 2024 to be held at the Homestead-Miami Speedway. Use of the Speedway is limited to the space selected prior to the event. The Vendor accepts the opportunity to participate as a vendor at the Speedway for FLORIDA TRUCK MEET 2024 commencing on April 6, 2024 and ending on April 7, 2024. The Vendor hereby accepts the terms and conditions set forth below.

**III. PAYMENT.** The Vendor shall pay \$ \_\_\_\_\_ to Truck Fever, LLC for the use of the space. In exchange, Truck Fever, LLC shall provide the number of spaces at the Speedway identified in Section II. Payment is due and owing upon signing this Agreement. *The Vendor's space will not be reserved until full payment has been received by Truck Fever, LLC.* Space locations will be assigned by Truck Fever and provided to The Vendor in advance of the Event.

**IV. VENUE.** Truck Fever is the organizer and renter of Homestead-Miami Speedway located at One Ralph Sanchez Speedway Boulevard Homestead, Florida 33035-1501 (hereinafter referred as the "Speedway"). The FLORIDA TRUCK MEET 2024 will be held at this location. **A.**

**Installation & Tear Down.** The Vendor shall set up the facilities for sale on April 6, 2024, between 8:00 a.m. and 6:00 p.m. The Vendor shall remove his/her facilities for sale from the Speedway no later than 10:00 p.m. on April 7, 2024.

**B. Hours of Operation.** The Vendor's booth area shall remain open from 9:00 a.m. to 5:00 p.m. each day the Event is in progress, unless Truck Fever notifies the Vendor of other hours of operation.

**C. Appearance.** The Vendor is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes The Vendor's responsibility to remove bulk trash. Should the Vendor fail to keep the Space in an orderly manner will result in additional removal fees.

**D. Extra Service.** Truck Fever does not provide telephone, water, and drain services to the Vendor. The Vendor shall also be responsible for payment of other charges like, insurance, taxes, tent / table rentals, etc. to the concerned authorities.

**E. Displays & Signage.** All displays at the Speedway must be free standing. Nothing may attach to fences or buildings at the Speedway by any means at all. Signs must be free standing. Signs should not block other vendors' booths.

**F. Quality of Product.** The Vendor shall ensure proper quality of the products sold. The

Vendor shall comply with all applicable laws as to vendor's sales.

**G. Staffing.** The Vendor will employ adequate staff at the Vendor's own cost in order to safely and properly operate the Space provided by Truck Fever, LLC.

**V. INSURANCE.** The Vendor is solely responsible to obtain insurance coverage on property brought into the Speedway. The Vendor assumes full responsibility for items brought to or left at the facility. Truck Fever, LLC assumes no liability for lost, stolen or damaged property and is not required to carry additional insurance to cover the Vendor's property. All vehicles brought or used by the Vendor must be individually insured, and proof of such insurance must be produced to Truck Fever, LLC prior to the event.

**VI. INDEMNIFICATION.** The Vendor agrees to indemnify and hold Truck Fever, LLC harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Truck Fever that result from the acts or omissions of the Vendor and/or the Vendor's employees, agents, or representatives. Truck Fever shall be solely responsible for ensuring all applicable laws are followed and complied with in selling and presenting Truck Fever's products and services at the Event.

**VII. NO CANCELLATION.** All Sales are Final. This Vendor Agreement shall not be canceled due to inclement weather or acts of God. The Vendor understands that the FLORIDA TRUCK MEET event may be affected by inclement weather, including rain, storms, hurricanes, flooding or tornadoes. The Vendor knowingly and voluntarily accepts the risks that the event may be canceled due to such inclement weather. No refund shall be made by Truck Fever, LLC should all or parts of the FLORIDA TRUCK MEET be canceled. Cancellations more than 90-days of the event will receive a full price credit for the following year's event. Cancellations 90 to 60-day prior to the event will receive a 50% credit for the following year's event. Cancellations within 60 days of the event will receive no credits.

#### **VIII. TERMS OF AGREEMENT**

**A. Entire Agreement.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**B. Severability.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or

unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**C. Amendment.** This Agreement may only be modified or amended in writing with the consent of all parties.

**D. Assignment.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**E. Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**F. Incorporation by Reference.** The terms, conditions and obligations of the Homestead-Miami Speedway, LLC Track Usage Agreement. A copy of said Agreement is available to the Vendor upon written request to Truck Fever, LLC.

## **IX. DISPUTE RESOLUTION**

**A. Default.** The occurrence of any of the following shall constitute a material default under this Agreement:

(1) The failure to make a required payment when due; (2) The insolvency or bankruptcy of either party; (3) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or

government agency; (4) The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

**B. Remedies.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party to the address listed in this Agreement. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten (10) days from the effective date of such notice to cure the default(s). Unless waived by the party providing notice, the failure to cure the default(s) within such

a time period shall result in the automatic termination of this Agreement.

**C. Venue, Choice of Law & Attorneys' Fees.** The sole and exclusive venue of any proceeding arising out of this Agreement shall be a court of competent jurisdiction in St. Johns County, Florida. This Agreement shall be governed by the laws of the State of Florida. The prevailing party of any dispute arising under this Agreement shall be entitled to the recovery of attorney's fees and costs, including for trial and appellate proceedings.

**D. Waiver of Jury Trial.** The parties knowingly, voluntarily, irrevocably and intentionally waive the right to a trial by jury in respect to any litigation arising out of, or pertaining to, the Agreement or any course of conduct, course of dealings, statements (whether verbal or written) or actions of any person or party related to the Agreement. This irrevocable waiver of the right to a jury trial being a material inducement for the parties to enter this Agreement.

**E. Limitation of Damages.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the Agreement, shall Truck Fever, LLC be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Truck Fever, LLC and the Vendor agree to allocate certain of the risks so that the fullest extent permitted by law. Truck Fever, LLC's total aggregable liability to the Vendor is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses, including attorney's fees arising out of or relating to the Agreement regardless of whether it is based on warranty, tort, contract, strict liability, negligence, errors, omissions or from any other cause or causes.

**F. Warranties.** Unless otherwise provided, there are no express or implied warranties whatsoever including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

**X. SIGNATORIES.** This Agreement shall be signed on behalf of Truck Fever by Patrick Breen, Director of Marketing and by \_\_\_\_\_ on behalf of the Vendor, and shall be effective as of the date first written above.

Organizer: Truck Fever LLC

By: \_\_\_\_\_

Patrick Breen Director of Marketing

**Vendor:**

By: \_\_\_\_\_