

EXHIBIT A

VENDOR, EXHIBITOR, AND DEMONSTRATOR AUTHORIZATION

Upon payment of the proper fees, the Florida Department of Environmental Protection ("Department") through its Division of Recreation and Parks ("Division"), allows the following named exhibitor authorization to establish one point of sale in the below-indicated Florida State Park for the dates specified herein.

Name of Authorized Representative:	
Company/Entity Name as recorded with the Department of State or if it is an individual please list:	
Business Address:	
City, State, Zip:	
Phone Number:	Fax Number:
FEID #:	Email:
The Exhibitor agrees that as consideration for the privilege of operating in the Park under this Authorization, the Exhibitor shall pay a fee as determined by the site selected. Exhibitor shall remit payment to the Friends of Lovers Key, Inc. , prior to the Event starting date. We encourage you to pay through the website to secure your selected space. Or you may mail your payment with this page to reserve your space. Please mail all correspondence to the event coordinator. Contact information is available on the main page of the website. You will be contacted by the event coordinator to confirm your site.	
Site Fee	\$
Overnight Fee (\$63.60)	\$
SUBTOTAL	\$
Sales Tax Included in All Fees	\$
TOTAL	\$
The Exhibitor agrees and accepts the terms and conditions of this Authorization by the Exhibitor's signature below. It is the responsibility of the exhibitor to review all conditions of use associated with this authorization. Conditions are available for review on the following pages.	
Authorized Person's Signature:	
Printed Name & Title:	
Date:	

All notices as provided herein, including notices of termination, shall be deemed sufficient if they are sent by mail, hand-delivery, or other professional delivery service to the above address. Exhibitor agrees to provide notice within thirty (30) days of any change to its name, business organization, ownership, address, Registered Agent, or other contact information to Lovers Key State Park at 8700 Estero Blvd, Fort Myers Beach, FL 33931.

<p>Park Office Use Only:</p> <p>Received Date: _____</p> <p>Reviewed by: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
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1. This Authorization is issued for Lovers Key State Park, hereinafter referred to as the ("Park"), for the exhibitor described above, hereinafter referred to as the ("Exhibitor") to operate at the Nautical Flea Market and Boat Show, hereinafter referred to as the ("Event").
2. This Authorization is valid for (4) four day(s) on the following dates: **March 30, March 31, April 1, & April 2, 2017, with Thursday, March 30, 2017 reserved for Event set up.** The Exhibitor agrees that the minimum operating hours shall be **9 AM until 5:00 PM on Friday, March 31, 2017 and Saturday, April 1, 2017, and from 10:00 AM until 4:00 PM on Sunday, April 2, 2017.** Any deviation from these hours shall be pre-approved by the Park Manager.
3. The products or services to be provided under this Authorization are: Food, nautical items (used and new), souvenirs, and hand crafted items.

(Artisans, craftsmen, suttlers, demonstrators and other exhibitors who add to the Event's marketability and authenticity.) In the case of crafts, the Exhibitor agrees to provide only crafts of good quality which are authentic Florida crafts and relate to the State Park system and is encouraged to provide items with ecological or environmental themes and promote good conservation stewardship and/or resource based recreational activities. [Items **will not** include archaeological, geological, or fossil specimens, and **must not** cause depletion or exploitation of any animal or plant species (live or dried plants not horticulturally produced, shells, skins, teeth, sand dollars, coral, sea stars, etc).]

4. The Exhibitor shall comply with all rules and laws governing the operation of the Park, including Chapter 258, Part 1, Florida Statutes, and Chapter 62D-2, Florida Administrative Code. The Exhibitor shall not alter or damage the Park's natural or cultural resources in any way by the support or operation of Exhibitor activities, and shall be to be responsible for and shall fully repair all damage to Park facilities and resources which may result from any operations under this Authorization.
5. The Exhibitor assumes all risk in the operation of its business under this Authorization and shall be solely responsible and answerable in damages for accidents or injuries to persons or property, whether direct or indirect, arising out of its operations or arising by virtue of the carelessness, negligence, or improper conduct of the Exhibitor, its employees, respective officers, representatives, or agents. The Exhibitor is strongly advised to obtain adequate insurance to cover such risks. The Exhibitor shall save and hold harmless and indemnify the State of Florida, the Department, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees"), and their employees, respective officers, representatives, and agents against any and all liability, claims, judgments, or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for the loss of or damage to any property resulting from the use, service, operation, or performance of work under the terms of this Authorization, resulting from any act, or failure to act, by the Exhibitor, or its employees, respective officers, representatives, or agents to the extent allowed by law. The Exhibitor shall notify the Park Manager within five (5) days of all legal actions filed against the Exhibitor related to the Park or that may adversely affect or reflect on the Department.
6. This Authorization is not intended nor shall it be construed as granting any rights, privileges, or interest in any third party without prior written permission of the parties hereto.
7. This Authorization may be terminated by the Department at any time for failure of the Exhibitor to perform in accordance with the terms and conditions contained herein. This Authorization may be terminated by either party with or without cause by providing (15) fifteen days' advance written notice of such termination. The Exhibitor is aware that this Agreement is for management purposes and may be revenue generating or revenue neutral. The Department shall not be responsible for the Exhibitor's business losses, if any. The Exhibitor understands and agrees that there are no funds appropriated by the Legislature to pay for damages. If a court of competent jurisdiction finds the Department has breached this Agreement, the Exhibitor agrees that the Exhibitor's damages are limited to \$500 or to actual damages, whichever is less.

8. The Exhibitor is required to report any revenue or income to the Department of Revenue for applicable sales tax. Sales and Use Tax Returns may be obtained at a local tax office or Florida Department of Revenue, Distribution Center, 168A Blountstown Highway, Tallahassee, FL, 32304 – 3761, or by phone, 800-352-3671, or by the internet at <http://dor.myflorida.com/dor/>
9. If an impasse between the Park Manager and the Exhibitor arises over implementation of this Authorization, the final decision shall be made by the Bureau of Parks District Chief of the District in which the Park resides.
10. The Exhibitor and its employees shall not discriminate, by segregation or otherwise, against any person on the basis of race, color, religion, sex, national origin, age or disability in its performance under this Authorization.
11. The Exhibitor shall ensure that all employees of the Exhibitor will display a courteous, friendly, and helpful attitude. All Exhibitor employees shall be identified with the Exhibitor's company uniform or shirt, nametag, unless in costume, and shall have a neat and clean appearance.
12. The employment of unauthorized aliens by any Exhibitor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Exhibitor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Authorization by the Department.
13. The Department shall conduct a sexual predator and sexual offender check on the Exhibitor's Authorization Manager and its officers prior to executing an Authorization. No person on either the sexual predator or sexual offender list maintained by the Florida Department of Law Enforcement ("FDLE") shall be employed within the Park. The Department has the right to conduct criminal background checks and additional sexual predator and sexual offender checks during the life of this Authorization. The Exhibitor shall perform sexual predator and sexual offender checks on its employees, prior to the execution of this Authorization, and shall make such records available to the Department.
14. The Exhibitor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances in providing services to the Department under this Authorization. The Exhibitor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.
15. The Exhibitor shall be responsible for ensuring compliance with the Americans with Disabilities Act ("ADA") for Authorization-related activities conducted in the Park. The Exhibitor shall provide reasonable accommodations for persons with disabilities, which includes reasonable accommodations and access to the Event, including program and/or activity that the Exhibitor offers to the public. The Exhibitor shall make available to employees and the public during the term of this Authorization the Exhibitor's accessibility and inclusion policy. The Exhibitor shall provide the name of its Accessibility and Inclusion Liaison to the Park Manager upon execution of this Authorization. The Division's Accessibility and Inclusion Coordinator may be reached at (850)245-3076.
16. Prior to commencement of business under this Authorization, the Exhibitor shall provide copies to the Park Manager of all local, state, and federal licenses and Authorizations required to operate with the Department.
17. Pursuant to Chapter 119, Florida Statutes, all documents, papers, letters, or other printed, written, or recorded material prepared in conjunction with or as a result of this Authorization is a public record, except for such records that are exempt under Chapter 119, Florida Statutes or other statutory provision and Article I, section 24(a) of the Florida Constitution. All public records may be inspected or copied by any member of the public at any reasonable time. Additionally, such records may be audited by the State of Florida Auditor General or other authorized government agency. This Authorization may be unilaterally canceled by the Department for refusal by the Exhibitor to allow public access to all documents, papers, letters, or other materials made or received by the Exhibitor in conjunction with this Authorization, unless

the records are exempt under Chapter 119, Florida Statutes or other statutory provision, and Article I, section 24(a) of the Florida Constitution. Park visitors' and Exhibitor's employees' social security numbers, bank account numbers, and credit or debit card numbers are not public records and shall be protected and redacted from any records shown or given to the public.

18. The Exhibitor hereby grants the Department permission to take and use photographs, audio, video or digital recordings made of the Event, the products and performances held at the Event, the Exhibitor's employees, and the Exhibitor's subcontractors for publicity, promotional purposes, or other Department purposes.
19. This Authorization has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Authorization shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Authorization shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Authorization. Any legal action hereon or in connection herewith shall be brought in Leon County, Florida.
21. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature (Section 287.0582 F.S.). If funds are not appropriated or available for the Department to operate the Park or maintain the facilities and space allotted for the Exhibitor, the Department may terminate this Agreement upon written notice to the exhibitor.
22. This Authorization represents the entire agreement of the parties and supersedes all previous agreements. Any alterations, variations, changes, modifications, or waivers of provisions of this Authorization shall be valid only when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Authorization.
23. The exact location, within the Park, for the Exhibitor operation shall be in the Bayside Event Field. The exact location of the exhibitor space is available for selection on the event's website. The Department and the Park shall not be responsible for the security of the Exhibitor's operations. Exhibitors who wish to camp in the field during the event may do so for the following dates only: March 30, 2017, March 31, 2017, and April 1, 2017.
 - a. Please note there are no facilities in the field, campers will need to be self-contained.
 - b. Only registered exhibitors may park overnight in the Bayside Event Field. These exhibitors must complete a Florida Park Service Reservation/Registration Form (available through the Friends of Lovers Key). The flat fee for each exhibitor that will camp overnight for any portion of The Event will be sixty dollars (\$60.00). These fees are payable to the Friends of Lovers Key at the time the exhibitor pays for their site fee.