VENDOR WAIVER AND RELEASE

This Vendor Waiver and Release Agreement ("Agreement") is made and entered into by and between The Kong Management Group, LLC d/b/a Kong Vacation Homes ("Manager"), Lionfish Realty, LLC d/b/a Saint Patrick Palace ("Owner") and you, the "Vendor," as described on the signature page. This Agreement is made effective as of the effective date on the signature page to this Agreement. For good and valuable consideration, including the mutual promises, covenants, and releases herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree:

1. **AFFIRMATION**. Vendor, and the signatory to this Agreement individually, swear and affirm, under penalty of perjury, that all information provided in the Potential Vendor Registration Form is full, accurate, and complete, and that the signatory to this Agreement has full power and authority to execute on behalf of Vendor and bind Vendor to its obligations. If any information whatsoever changes, Vendor shall immediately update Manager on any such change. Any material change may result in cancellation of Vendor's privileges to operate on Owner's property (the "Venue").

2. **MANAGER APPROVAL**. Vendor understands and agrees that Manager must approve of all vendors to be used by any Venue guest and must approve of any agreements governing the provision of services by Vendor. Manager shall have the right to refuse acceptance to any vendor or require any other conditions in Manager's absolute discretion.

3. **INSURANCE**. At all times during the provision of services by Vendor at the Venue, including any time during which Vendor is on site at the Venue, Vendor shall take out and keep in full force and effect, at Vendor's expense, insurance coverage in amounts and with types of coverage as may be requested by Manager in Manager's sole and absolute discretion. For example, Manager may require commercial general liability insurance, property insurance, worker's compensation insurance, employer's liability insurance, automobile insurance, liquor liability insurance, and any other type of insurance whatsoever. Any insurer providing such coverage shall be licensed to do business in the State of Florida and have a Best rating of at least A- VII. Both Manager and Owner shall be named as additional insured on all such policies for the dates covering any of Vendor's operations at the Venue. Such insurance policies shall be primary and noncontributory. All such policies, or certificates thereof, shall be deposited with Manager as soon as practicable but no less than ten (10) days prior to the first day Vendor anticipates being at the Venue. All policies covering real or personal property shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

4. **LICENSES AND PERMITS**. At all times during the provision of services by Vendor at the Venue, including any time during which Vendor is on site at the Venue, Vendor shall maintain and keep in full force and effect, at Vendor's expense, any and all licenses and permits as may be required by any governmental or regulatory authority for Vendor to operate at the Venue, including but not limited to those related to food service or alcohol. It is Vendor's responsibility to inform Manager of any such licenses or permits required and to

provide Manager with copies of such licenses and permits.

5. **VENUE RULES**. Vendor must comply with all Venue rules at all times, including all rules provided to Venue guests. Vendor agrees to familiarize itself with all such rules and ensure compliance by all staff, contractors, and similar used by Vendor at the Venue. Any noncompliance by Vendor may result in revocation of Vendor's ability to operate at the Venue, and Vendor agrees to hold Manager and Owner harmless from any and all damage that may result to Vendor as a result of such revocation as more fully described below.

6. **LAW AND SAFETY COMPLIANCE**. Vendor shall ensure that all of its staff, employees, contractors, and other Vendor invitees adhere to all instructions of Manager's staff; and comply with all federal, state, and local laws and regulations, including but not limited to those related to service or supply of alcoholic beverages. Manager reserves the right to remove any person from the Venue that Manager deems to be potentially harmful or detrimental to the Venue or other invitees.

7. **ASSUMPTION OF RISK**. Vendor expressly assumes any and all risk associated with use of the Venue by Vendor or any employee, contractor, or other invitee of Vendor, including but not limited to use of the Venue and any of its amenities. Venue is not child-proofed in any way and Vendor shall take all measures necessary to supervise any children. Due to the nature of Florida properties, the sand, stairs, decks, patios, and concrete are not always stable and sometimes slippery, so please use with caution. No lifeguard may be on duty, and use of the beach, pool, or spa (if available) is at Vendor's own risk. No one should swim alone, and swimming is prohibited where signs so indicate. Please be aware of and follow all instructions on all signs. No swimming is permitted in any pond, lake, stream, or similar body of water. Florida properties, even in developed neighborhoods, abut nature. Wildlife and other animals, including but not limited to snakes, alligators, spiders, insects, raccoons, lizards, bobcats, and other dangerous fauna, often invade private property. There may be poisonous flora in the area and dangerous microorganisms in the water. Manager is not responsible for and cannot know about the extent of such dangers. Vendor must take all precautions to ensure that Vendor and Vendor's employees, contractors, or other invitees are safe in the presence of these potential hazards, including but not limited to safely refraining from interacting with wildlife, flora, and fauna, and responsible water use and water safety. Vendor's personal property is the sole responsibility of Vendor and Manager shall not be responsible for any such property lost, stolen, or missing.

8. **LIABILITY WAIVER**. Vendor agrees to release, waive, discharge and covenant not to sue Owner and/or Manager, along with their principals, officers, employees, agents, and representatives (the "Releasees") from any and all liabilities, claims, demands, or causes of action that may arise from or be related to any loss, damage, or injury, including death, that may be sustained by Vendor or Vendor's property resulting from Vendor's activities performed in connection with this Agreement or while at the Venue providing services or otherwise.

9. **INDEMNIFICATION**. To the fullest extent of the law, Vendor shall defend, indemnify, and hold Manager and Owner, and their principals, officers, employees, agents, and representatives (the "Indemnified Parties") harmless from any and all liability, losses, or

damages, including for bodily injury or property damage, or any other claims, demands, suits, causes of action, or proceedings of any kind or natures whatsoever incurred on the Venue or related to Vendor's presence at the Venue, provision of services at the Venue, or performance pursuant to this Agreement, including but not limited to attorney's fees and costs. This indemnification includes but is not limited to any type of slip and fall accident, animal behavior (biting, urinating, running away, destruction of property, or any other), water accidents, alcohol-related accidents, alcohol-service related issues, bounce house or trampoline injuries, poor construction of Vendor equipment, inadequate supervision of children, or any other type of incident whatsoever. Vendor expressly waives any and all claims to any kind of consequential, incidental, indirect, exemplary, special, or punitive damages against the Indemnified Parties for any reason whatsoever, including if Manager revokes Vendor's permission to operate at the Venue.

10. **DEFENSE OF CLAIMS**. In the case of any claim for indemnification pursuant to this Agreement, an indemnified party must give prompt written notice to the indemnifying party of any claim as to which it may request indemnification hereunder. The written notice must describe the claim in reasonable detail and must indicate the amount (estimated, if necessary and to the extent feasible) of the losses that have been incurred by the indemnified party and include reasonably detailed and appropriate supporting documentation. The delay in giving or failure to give such notice will not, however, relieve the indemnifying party of its indemnification obligations except to the extent that such delay or failure has materially prejudiced the indemnifying party. The indemnifying party will have the right to defend and to direct the defense against any such claim in its name and at its expense, and with counsel selected by the indemnifying party but approved by the indemnified party in its absolute discretion unless (A) the indemnifying party fails to acknowledge to the indemnified party(ies) under this Agreement within fifteen (15) days after receiving notice of such third-party claim that the indemnifying party would be liable and have indemnity obligations for any losses resulting from such third-party claim if the facts alleged in such third-party claim were true (subject to the limitations set forth herein); (B) the applicable third party alleges fraud; (C) there is an actual and material conflict of interest between the indemnified party and the indemnifying party in the conduct of such defense; (D) the third-party claim is criminal in nature, could reasonably be expected to lead to criminal proceedings; and/or (E) the third-party claim seeks injunctive relief or other non-monetary equitable remedies against the indemnified party(ies). If the indemnifying party elects, and is entitled, to compromise or defend such claim, it will within twenty (20) days (or sooner, if the nature of the claim so requires) notify the indemnified party of its intent to do so, and the indemnified party shall, at the request and expense of the indemnifying party, cooperate in all reasonable respects with the indemnifying party and its counsel in the investigation, trial, and defense of such claim and any appeal arising therefrom. The indemnifying party, if it has assumed the defense of any third-party claim as provided in this Agreement, may not, without the prior written consent of the indemnified party (which consent will not be unreasonably conditioned, withheld, or delayed), consent to a settlement of, or the entry of any judgment arising from, any such third-party claim that (i) does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the indemnified party and indemnifying party a complete release from all liability in respect of such third-party claim, (ii) grants any injunctive or non-monetary

equitable relief or (iii) may reasonably be expected to have an adverse effect on the affected business of the indemnified party. If the indemnifying party elects not to, or is not entitled to, compromise or defend such claim, fails to notify the indemnified party of its election as herein provided or refuses to acknowledge or contests its obligation to indemnify under this Agreement, the indemnified party may pay, compromise, or defend such claim. The indemnified party will not be required to refrain from paying any claim that has matured by an order, unless an appeal is duly taken therefrom and exercise thereof has been stayed, nor will it be required to refrain from paying any claim where the delay in paying such claim would result in the foreclosure of a lien upon any of the property or assets then held by the indemnified party or where any delay in payment would cause the indemnified party material economic loss. The indemnifying party or the indemnified party, as the case may be, has the right to participate in (but not control), at its own expense, the defense of any third-party claim which the other is defending as provided in this Agreement; provided, however, that, in the case of any third-party claim which seeks injunctive or other non-monetary equitable relief against the indemnified party, the fees and disbursements of such counsel will be at the expense of the indemnifying party.

11. **FOOD SERVICE**. If Vendor provides any type of food service, then Vendor shall ensure the areas used, such as the kitchen and dining areas, are cleaned during and after use and before the end of the guest's use of the Venue. All ice must be delivered to the Venue in cooler-type chests. Bagged ice must be stacked outside and may not be moved into the Venue if not in such coolers. Vendor may NOT cook with open flames inside any building. Stir-fry is not permitted inside any buildings. All cooking methods to be used at the Venue must be approved by Manager, in writing, no less than ten (10) days prior to the event.

12. **TRASH**. Vendor shall place all trash in proper receptacles and cleanup shall occur throughout the event as necessary to maintain a neat, clean, and orderly appearance at the Venue. By the end of the event, all trash cans and trash areas must be clean. Any Vendor providing food service shall not use the residential trash cans located at the Venue. In addition, the following special trash provisions apply for this Agreement:

a) Trash requirements for Food Service: Vendor shall supply any additional trash cans or bins needed for its own waste and shall remove all food-service waste from the Venue at the end of the Event. Vendor may not use the curbside residential trash receptacles located at the Venue.

b) Additional dumpsters or similar trash requirements: If Event-related waste will exceed the capacity of the on-site curbside residential receptacles, a dumpster or bulk waste removal service must be arranged by the Client or Vendor and approved by Manager in writing no less than ten (10) days prior to the Event. Vendor shall coordinate with the Client to confirm who is providing it.

13. **PARKING**. Manager does not provide any parking arrangements. All parking arrangements must be approved by Manager no less than ten (10) days prior to the event. Manager must provide confirmation in writing for any delivery or truck loading/unloading and all such deliveries must be scheduled and coordinated with Manager.

14. **ALCOHOL CONSUMPTION**. Alcoholic beverages may not be consumed by any person under twenty-one (21) years old at the Venue at any time. Any Vendor serving alcohol shall ensure compliance with all laws and regulations related thereto.

15. **RESTRICTIONS AND PROHIBITED ITEMS**. Nothing may be attached or anchored in any way to any part of any structure at the Venue including safes, safe doors, door knobs, doors, furniture, balustrades or decorative wrought iron or brass without the prior written permission of Manager. Any and all construction must be freestanding, and there shall be no drilling, nailing, taping or other forms of adhesion are allowed onto/into building surfaces without the prior written permission of Manager. Any items placed on wood floors including tables and chairs for seating must have rubber or other type of protective base. Nothing may be dragged along wood floors. Everything must be lifted while being moved, including but not limited to furniture, tables, chairs, all deliveries and/or trash. Fireworks, open flames, or smoke effects are not permitted on any part of the Venue. Limited use of smokeless, dripless candles is permitted in approved areas with the prior written consent of Manager. Painting/spray paint is not permitted. Smoking is prohibited inside any building. All persons must exit any building to smoke, and smoking is only permitted in designated outside areas. A $200 fee per occurrence will be assessed for a violation of any provision related to smoking. Should smoking result in the activation of the fire alarm, a $1000 fee per occurrence will be assessed in addition to the imposition of any fine, fee, or expense incurred related to the smoking event, including those needed to repair, clean-up, remove smoke, or otherwise remedy the situation. All lighting, sound, and power requirements must be coordinated & hired through the vendors list approved by Manager, and Manager may require the use of a generator. The furniture and fixtures in any building may be moved only by building staff and only if approved by Manager in advance. Rice, confetti, glitter, birdseed, or similar small items generally thrown or tossed in the air are not permitted. Only service animals for persons with disabilities are permitted on the property.

16. **EVENT SET UP AND LOAD IN**. A representative of Manager must be present during all activities at the Venue such as set up and load in, and this must be coordinated and scheduled with Manager in advance of the necessary activity. Manager's availability is subject to Manager's schedule, and needs sufficient time for scheduling. Loading and unloading of all equipment must be made during normal business hours unless other arrangements are agreed upon and confirmed by Manager. All equipment must be driven on flooring (such as boards or similar) and not directly on wood. Masonite or thick cardboard mats (4'x8' sheets recommended) must be laid on all floors during the moving of handcarts, furniture or other large items. Handcarts and all other driving equipment must have non-scuffing rubber wheels. All equipment must be kept away from walls and furnishings. Changing and makeup rooms must be approved by Manager. Makeup technicians are required to use waterproof drop-cloths in all areas where makeup is being applied. Clothes steamers may be used only in designated areas to be agreed upon in writing by Manager prior to their use.

17. **EVENT CLEAN UP AND BREAKDOWN**. Vendor is responsible for all cleanup related to Vendor's services. At the sole & unfettered discretion of Manager, an additional rebuffing charge of up to $1000.00 may apply for re-buffing of wood floors if deemed necessary by Manager. Please be aware that spills, particularly of alcoholic beverages,

stain the wood floors. At the sole & unfettered discretion of Manager, and based on the severity of use, wood restoration may be required. If such work is required, floors must be cleaned and polished using necessary materials by Manager's approved vendor. After the event, all Vendor items (floor mats, furniture, tables, chairs, decorations, staging, etc.) must be removed from the Venue. Same evening pick up and removal of items is required. Manager is not responsible for items left at the Venue, and Manager may dispose of any such items remaining and charge any such costs to the responsible party.

18. **DAMAGE**. Vendor shall be responsible for any and all damage to Venue, furniture, furnishings, or similarly-provided items caused by Vendor or any employee, contractor, or other invitee of Vendor, whether accidental, negligent, or otherwise. Vendor shall be charged any and all amounts necessary to repair any damages.

19. **COVID-19 SAFETY**. All Vendor employees, contractors, or other invitees shall wear a face covering while at the Venue, including during Load-In and Load-Out. If local rules change, then this provision shall be updated automatically to require compliance with such change.

20. **NO ASSIGNMENT**: Vendor may not sublet or assign this Agreement, in whole or in part, in any manner whatsoever without the prior written consent of Manager. Vendor is responsible at all times for any Vendor employee, contractor, or other invitee of Vendor at the Venue.

21. **REMEDIES**: If Vendor breaches any provision of this Agreement or misrepresents any material information, Manager may terminate this Agreement immediately and revoke Vendor's access to the Venue. Manager shall retain all other remedies available by law. Upon termination, Manager may enter Venue and remove all persons or personal property of Vendor therein, and Vendor waives any and all claims for damages that may result.

22. **MISCELLANEOUS**:

a) Severability. In the event that any covenant, condition or other provision of this Agreement is held to be invalid, void or unenforceable, in whole or in part, by an arbitrator or any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or provision contained in this Agreement.

b) Integration: Each of the Parties hereto acknowledges that no representation or promise not expressly set forth in this Agreement has been made by any other Party hereto, or by any of its agents, servants, employees, or representatives, and there are no representations or promises which are not expressly set forth herein.

c) Titles and Captions: Titles and captions contained in this Agreement are inserted as a matter of convenience and for reference, and are not intended and shall not be construed to define, limit, extend or otherwise describe the scope of this Agreement or any provision of this Agreement.

d) No Construction: No Party to this Agreement or such Party's attorney shall be deemed to be the drafter of this Agreement for purposes of interpreting or construing any of the provisions of this Agreement. This Agreement shall be interpreted in accordance with the fair meaning of its language and not strictly for or against any of the Parties to this Agreement.

e) Waiver: No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of this Agreement shall not be deemed to be a waiver of any other breach of that or any other provision of this Agreement.

f) Modification and Amendment: No modification or amendment of any of the terms or provisions of this Agreement shall be binding upon any Party to this Agreement unless made in writing and signed by such Party or by a duly authorized representative or agent of such Party.

g) Enforcement: Any and all disputes arising out of this Agreement shall be governed by Florida law, and shall be decided solely and exclusively by State or Federal courts located in Broward County, Florida. The prevailing Party or Parties in any such court proceedings shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection therewith. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

h) Electronic Signature and Counterparts: This Agreement may be executed in counterparts and/or electronically signed, and when each Party has signed and delivered at least one such counterpart to each of the other Parties, each counterpart shall be deemed an original, and all counterparts taken together shall constitute one and the same Agreement, which shall be deemed binding and effective as to all Parties. This Agreement may be executed via facsimile or electronically exchanged signatures (including but not limited to PDF copies), or by selecting "I accept" or similar indication of consent electronically, which shall have the same force and effect as if it was an original signature.

BY SIGNING BELOW, the Parties represent that they have read every paragraph in this Agreement; that they understand the entire agreement; and that they consent and agree.

_____	The Kong Management Group, LLC d/b/a
Vendor Company Name	Kong Vacation Homes ("Manager")
_____	_____
Signature of Authorized Person	D. Joseph, Manager on behalf of Manager and Owner
_____	
Printed Name of Authorized Person	Effective Date of Agreement:
_____	_____
Title of Authorized Person	

Vendor Contact Info:

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