

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 Buckster, LLC ("The Eddy") with its principal business address located at 16 S. Sierra St, Reno, NV 89501. 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 The Eddy the first payment equaling \$[]. The term of this Agreement shall be [], [insert term] (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. If rental exceeds one week, the "Rental Fee" shall equal a total of \$[] [insert total fee] over the Term of this Agreement. The Rental Fee shall be payable in ____ equal installments of \$____, due on the 1st day of each week for [] weeks. Once paid, the Rental Fee is non-refundable regardless of whether Vendor remains on The Eddy property during the term of this Agreement or not.

3. Termination of this Agreement. The Eddy may terminate this Agreement prior to the Term ending, with or without cause, and in The Eddy's sole discretion, without any penalty whatsoever. If the Eddy terminates this Agreement prior to the Term ending, The Eddy 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. The Eddy shall assign Vendor, in its sole discretion, a booth space. The Eddy 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. The Eddy reserves the right to change Vendor's booth space without notice or consent at any time. Vendor shall not, without the written consent of The Eddy, exceed the footprint of Vendor's designated booth space. Vendor shall not affix any personal property to The Eddy's premises without The Eddy's prior, written consent. The Eddy, 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, The Eddy, and all patrons of The Eddy. The Eddy 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 The Eddy. 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 The Eddy 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 The Eddy's premises after the removal date shall be discarded by The Eddy at Vendor's sole cost and expense.

5. Vendor Documentation. To the extent that The Eddy requests and requires documentation from Vendor, Vendor shall provide The Eddy 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 The Eddy, OFI Management, LLC & Freight House District, LLC), and/or applicable waivers.

6. Indemnification. Vendor agrees to indemnify, defend, and hold harmless The Eddy, 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, sublicenses,

subtenants, or agents, if any, in the performance of this Agreement and/or the use of its booth space and/or the use of The Eddy's premises.

7. Limitation of Liability. In no event shall The Eddy 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 "The Eddy") 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 The Eddy, whether caused by the negligence of The Eddy or otherwise. The Eddy shall not carry insurance covering any such property theft, loss or damage and Vendor shall be solely responsibly 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 The Eddy 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 The Eddy, Vendor shall look solely to The Eddy's leasehold interest in The Eddy's premises and the proceeds thereof for the recovery of any judgment against The Eddy, and no other property or assets of The Eddy 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 The Eddy 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 The Eddy 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 The Eddy's social medial 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 The Eddy 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 The Eddy. This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of Nevada 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 Washoe County, state of Nevada, 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.

<p>BUCKSTER, LLC</p> <p>By: _____</p> <p>Its: _____</p>	<p>VENDOR</p> <p>By: _____</p> <p>Its: _____</p>
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