

VENDOR REVENUE SHARE PROGRAM POLICY

This Vendor Revenue Share Program Policy (the “Policy”) is intended to govern a revenue sharing program between the Trout Creek Community Development District (the “District”) and Vendors. Capitalized terms not otherwise defined herein have the same meaning as the term is defined in the District’s *Rules, Policies, & Rates for Usage for All District Facilities*, as may be amended from time to time. Nothing in this Policy will alter or supersede any terms or conditions in a Vendor’s license agreement with the District.

Findings and Purpose.

The District’s Board of Supervisors (the “Board”) makes the following findings in support of this Policy.

The District levies non-ad valorem assessments on lands within the District for both debt service and the operation and maintenance of District Property and District Facilities. Those assessments fund the construction, operation, repair, replacement, and maintenance of the same District Property and District Facilities that Vendors use to hold Events, including the ordinary wear and tear that Event activity causes. Vendors that participate in the Program receive the benefit of access to District Property and District Facilities for commercial gain, and the Revenue Share is intended to recover a proportionate share of the associated costs so that the costs of the Program are borne equitably by all Vendors.

The Revenue Share is a charge for the use of the District’s facilities and services. The Board finds that the Revenue Share rate established in this Policy is just and equitable and is applied uniformly to all Vendors participating in the Program, based on the benefit each Vendor receives from access to District Property and District Facilities for commercial gain.

No determination under this Policy may be made or applied on the basis of race, color, religion, sex, national origin, age, disability, familial status, or any other characteristic protected by applicable law.

Participation in the Program is a revocable privilege. Nothing in this Policy grants any Vendor a lease, easement, license, franchise, property interest, or vested right in District Property or District Facilities, and no Vendor acquires any right to continued participation in the Program.

(1) Definitions.

- (a) “Event”** – means the time period the District schedules with a Vendor for the Vendor to sell product or provide services on District Property.
- (b) “Program”** – means the District scheduling Events for Vendors in exchange for the Revenue Share.

- (c) **“Revenue Share”** – means the monetary amount that is equal to ten percent (10%) of the Gross Revenues generated by a Vendor at the Vendor’s Event.
- (d) **“Gross Revenues”** – means all receipts from the sale of products or services at an Event, including cash, credit card, electronic, and any other form of payment, without deduction for costs, expenses, credit card processing fees, or any other amounts, but excluding sales tax actually collected and remitted to the applicable taxing authority.
- (e) **“Vendor”** – means any person, company, or other entity participating in the Program.

(2) General Policies.

- (a) The Board reserves the right to amend, modify, or remove, in whole or in part, this Policy when determined necessary in its sole discretion.
- (b) Amenity Management may schedule more than one Event to occur at the same time, and Amenity Management may schedule Events of any nature regardless of whether another similar, or identical, Event has been or will be scheduled.
- (c) Amenity Management is not obligated to schedule a certain number of Events, or any Events at all, with Vendors.
- (d) The Board has established in Section 1(c) a single Revenue Share applicable to all Vendors participating in the Program when utilizing District Property, resources, or services for commercial purposes, reflecting the benefit each Vendor receives from that access, as described in the Findings and Purpose above. The Board may revise the Revenue Share rate from time to time by amendment to this Policy, and the rate will be applied uniformly to all Vendors.
- (e) Vendors must request to schedule Events at least thirty (30) days in advance of the Event. An Event is not confirmed until Amenity Management provides the Vendor written confirmation of the scheduling. Amenity Management may, in its sole discretion, relocate an Event, shorten an Event’s duration, or cancel an Event after Amenity Management confirms the scheduling.
- (f) Vendors must maintain all required business licenses, permits, insurance, and certifications while participating in the Program. At a minimum, Vendors must maintain (i) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) workers’ compensation insurance as required by Chapter 440, Florida Statutes, or evidence of a valid exemption, together with employer’s liability insurance with limits of not less than \$500,000; and (iii) automobile liability insurance covering any vehicle used in connection with an Event. The commercial general liability policies must name the District and Amenity Management as additional insureds and must be primary and non-contributory to any coverage maintained by the District, and each policy required

under this Section must include a waiver of subrogation in favor of the District and Amenity Management. Vendors must provide the District with certificates of insurance evidencing the required coverages before the Vendor's first Event and upon request thereafter, and each policy must provide for not less than thirty (30) days' prior written notice to the District of cancellation. For a Vendor that sells, samples, prepares, or serves food or beverages, and for any other Vendor whose products or services the District determines present comparable risk, the District may require as a condition of participation (i) products and completed operations liability coverage in an amount the District specifies, and (ii) evidence of all permits, licenses, and inspections required by the applicable state or county health or agricultural authority.

- (g)** Vendors are responsible for the actual cost of any damage done by the Vendor, or the Vendor's employees, agents or subcontractors, to District Property. The District may pursue collection of such damages through all available legal remedies.
- (h)** Vendors may not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents' enjoyment of their homes, as determined by Amenity Management in its sole discretion.
- (i)** Unless approved in writing by Amenity Management, Vendors may only sell or provide the products and services and use the equipment, signage, etc. as designated in the Vendor's Program application.
- (j)** Vendors must clean up all trash and other debris generated by their Event, and Vendors must take all of such trash and other debris with them when leaving the District.
- (k)** Vendors are independent of the District. No Vendor is an employee, agent, partner, joint venturer, or representative of the District or Amenity Management, and no Vendor may hold itself out as such or state or imply that the District or Amenity Management endorses the Vendor or the Vendor's products or services.
- (l)** Vendors are solely responsible for the collection and remittance of all applicable sales and use taxes and for all other taxes, fees, licenses, and charges arising from their participation in the Program. The Revenue Share is in addition to, and not in lieu of, any such taxes, fees, licenses, or charges.
- (m)** Vendors participate in the Program at their own risk. Neither the District nor Amenity Management is responsible for any loss, theft, or damage to a Vendor's products, equipment, vehicles, or other property, or for any lost revenue or other loss resulting from the relocation, shortening, or cancellation of an Event.
- (n)** A Vendor may not assign or transfer its participation in the Program or any Event, and may not permit any other person or entity to sell products or provide services at the Vendor's Event, without Amenity Management's prior written approval. Any

attempted assignment or transfer without that approval is void and is grounds for immediate suspension.

- (o) Any notice, confirmation, or approval required under this Policy must be in writing and is effective when delivered by hand, sent by electronic mail, or deposited with the United States Postal Service, first class postage prepaid, to the address or electronic mail address the Vendor provided in its Program application. Vendors must notify Amenity Management in writing of any change to that address.

- (3) **Program Approval.** Prospective Vendors interested in participating in the Program must submit an application to the District for review. The application is available upon request. If a Vendor is approved, Amenity Management will work with the Vendor to determine a schedule for Events, which Amenity Management, in its sole discretion, may adjust at any time. As a condition of approval and of each Event, a Vendor must execute the District's application and any license agreement the District requires, by which the Vendor acknowledges receipt of this Policy and agrees to comply with and be bound by its terms, including the indemnification obligations in Section 8 and the insurance requirements in Section 2(f).

- (4) **Payment of Revenue Share.**

- (a) A Vendor must pay the District the Vendor's Revenue Share that the Vendor earned in a calendar month on a monthly basis due within fifteen (15) days following the end of the calendar month. Late payments will accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by Florida law, whichever is less, from the date due until the date paid.

- (b) A Vendor must pay the District the Vendor's Revenue Share by check, cashier's check, or any electronic payment method the District designates, which currently includes Square.

- (5) **Financial Reporting.** Vendors must submit a sales report to the District within fifteen (15) days following the end of the calendar month. The sales report must contain the date, name of item or service, and Gross Revenues received for each sale made by the Vendor or service provided by the Vendor at the Vendor's Event(s) that occurred in the previous calendar month. The District has the right, upon reasonable notice, to inspect and audit a Vendor's books and records related to the Event(s) to verify Gross Revenues. Vendors must retain all books and records related to Events for a period of not less than three (3) years following the applicable Event. If an audit reveals an underreporting of Gross Revenues for any calendar month covered by the audit by five percent (5%) or more, the Vendor must bear the cost of such audit in addition to paying the deficiency. Vendors acknowledge that sales reports and other records a Vendor submits to the District, and records the District obtains through an audit, are or may become public records subject to Chapter 119, *Florida Statutes*. The District makes no representation that information a

Vendor submits will be kept confidential, and the District is not liable to a Vendor for producing such records in response to a public records request.

- (6) **Vendor Conduct.** Vendors are expected to conduct themselves in a responsible, courteous, and safe manner. The District may suspend a Vendor who disrupts Patrons' use and enjoyment of the District Facilities, violates health and safety standards, or creates a nuisance, as reasonably determined by the District and/or Amenity Management. Creating a nuisance includes, but is not limited to, treating the personnel or employees of the District and/or Amenity Management in an unreasonable or abusive manner, including, but not limited to, use of profanity directed at staff or other Patrons in a threatening or harassing manner. Vendors are responsible for the conduct of their employees, representatives, subcontractors, and agents.

(7) **Suspension, Termination, and Withdrawal.**

(a) A Vendor is immediately suspended from the Program if:

- i. the Vendor has not paid the District or has not submitted a sales report in accordance with Sections 4 and 5 of this Policy.
- ii. the District notifies the Vendor that the Vendor's check has been returned, or payment otherwise failed.
- iii. the Vendor has a lapse in any required business licenses, permits, or insurance.
- iv. the Vendor has damaged District Property and has not repaid the District.

A Vendor suspended from the Program is prohibited from holding Events on District Property. The District reserves the right to suspend a Vendor for any additional reason. A suspension is not lifted until the District notifies the Vendor, in writing, that the suspension is lifted. Suspension does not relieve the Vendor of any obligation accrued before the suspension, including the obligation to pay Revenue Shares earned but not yet paid and to submit any outstanding sales report.

(b) The District may, in its sole discretion and without cause, terminate a Vendor's participation in the Program. Upon termination, the Vendor must pay to the District all Revenue Shares earned but not yet paid no later than fifteen (15) days after the date of termination. Termination does not relieve the Vendor of any obligations accrued prior to the effective date of termination, including indemnification obligations.

(c) Participation in the Program is voluntary, and Vendors may withdraw from the Program at any time upon not less than thirty (30) days' prior written notice to the District. If a Vendor withdraws, the Vendor must pay the District Revenue Shares, if any, it has earned but not yet paid to the District no later than fifteen (15) days after the effective date of the Vendor's withdrawal.

(8) Indemnification.

Each Vendor agrees to defend, indemnify, and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents from and against any and all liability, claims, actions, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) by any person, corporation, or other entity, for injuries, death, or property damage of any nature, arising out of, or in connection with, the Vendor's use of the District Facilities and District Property, including litigation or any appellate proceeding with respect thereto. A Vendor's obligations under this Section survive the suspension, termination, or withdrawal of the Vendor's participation in the Program and the amendment or repeal of this Policy.

Nothing in this Policy constitutes or may be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*. If any provision of this Policy is held invalid or unenforceable, the remaining provisions remain in full force and effect. The District's failure to enforce any provision of this Policy is not a waiver of its right to enforce that or any other provision.

Effective: September 24, 2026

This Policy supersedes any prior District policy governing Vendor participation or revenue sharing.