

Vendor Contract

This vendor contract (“Contract”) is made and entered into by and between _____ (“Contractor”) d.b.a. _____ (“Company”) with an address of _____, and Lake Park Resort, Inc. (“the Park”), with an address of PO Box 3824, Crossville, TN 38552 (physical location at Newton Rd & Diane Cir,) on _____ (“Effective Date.”)

Introduction

Whereas Contractor is independent, and the Park seeks to hire Contractor's Company to provide _____ ("Services") as specified in this contract.

Now, therefore, in consideration of the mutual promises, covenants, and agreements contained herein, the parties agree to the terms of this Contract.

Scope of Services

The services to be provided by the Company shall include, but are not limited to, the following:

The Company shall complete the work at the Park address and will be solely responsible for providing all necessary materials, supplies, tools, and labor to complete the services. Any materials or supplies necessary to complete the preapproved service(s), which are purchased directly by the Company, will be reimbursed upon the Park's receipt of said merchant's dated and itemized invoice.

Payment Terms

The Company shall be entitled to receive payment for services provided in accordance with the following terms:

All payments are due at the completion of services and not before. The Company shall invoice the Park for the services provided, and the Park shall pay the invoice immediately on demand and in full.

Insurance and Liability

The Company should maintain appropriate insurance coverage for the duration of the services and shall provide proof of such insurance to the Park, if requested.

The Company shall not be liable for any damages or losses, unless such damages or losses are proven to be caused by the Company's negligence or willful misconduct.

The Company shall not be liable for any indirect, special, or consequential damages, including but not limited to lost profits or loss of assets which occur during the period of this Contract unless proven to be caused by the Company's negligence or willful misconduct.

Dispute Resolution

In the event of a dispute or disagreement between the Park and the Company, the parties shall attempt to resolve the dispute or disagreement through good faith negotiations.

If the parties are unable to resolve the dispute or disagreement through negotiations, the parties shall mutually agree to submit such dispute to mediation or arbitration.

The costs of the mediation shall be shared equally by both parties.

Termination of Contract

This contract may be terminated by either party, with or without cause, upon written notice to the other party.

Upon termination, the Company shall be paid in full for any services already performed and any materials already purchased in connection with the current project.

The Park shall be responsible for any restocking costs associated with the return of materials purchased on the Park's behalf that have not yet been used.

Governing Law

This Contract shall be governed by Tennessee law, and the parties agree to submit to the jurisdiction of the courts of Tennessee with respect to any disputes arising out of this Contract.

Entire Agreement

This Contract represents the entire agreement between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter hereof.

No amendment, modification or waiver of any provision of this Contract shall be effective unless in writing, signed by both parties, and attached herein. No waiver of any provision shall constitute a waiver of any other provision or of the same provision on a future occasion.

Acceptance

The undersigned parties hereby agree that they have read and understand the full contents of this Contract and its attachments and hereby agree to its terms and conditions.

This Contract will become effective on the date specified, and all parties agree to abide by and uphold its conditions at all times.

The parties further agree to take all necessary steps to ensure that the Contract is enforced to its fullest extent.

Contractor

Lake Park Resort, Inc.

Signed:

Signed:

Date:

Date:

Address:

Address:

Telephone:

Telephone:

Notes: