

# EXHIBITOR BOOTH AGREEMENT

Lychee Summer Celebration  
June 29, 2019

## BOOTH PRICES

\_\_\_\_\_ \$295.00 10x10 all non-food vendors \_\_\_\_\_ \$395.00 food vendors

DATE: \_\_\_/\_\_\_/\_\_\_

My Festival Contact is: \_\_\_\_\_

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TOTAL Cost All Festivals: (paid with this agreement) \$ \_\_\_\_\_

I will sell &/or exhibit the following:

**NOTE: THIS AGREEMENT IS VOID IF YOU FAIL TO LIST ALL ITEMS YOU WILL BE EXHIBITING OR SELLING.**

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

**NOTE: THIS AGREEMENT IS VOID IF YOU FAIL TO LIST ALL ITEMS YOU WILL BE EXHIBITING OR SELLING**

### EXHIBITOR INFORMATION:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

**EXHIBITING TERMS & CONDITIONS:**

I have read all the terms and condition set herein and agree to abide by all. I must pay all booth fees as per the schedule listed in this agreement and understand that failure to do so will result in the cancelation of my booth and loss of all money paid. No agreement is final until approved by Unlimited Sales Group Inc. and a signed by a company officer.

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature here X: \_\_\_\_\_

# EXHIBITOR - AGREEMENT

Schnebly Lychee Celebration/Schnebly Winery, herein called SLC; Exhibiting Company herein called Exhibitor:

1. Damage to Property. Exhibitor is liable for any damage caused by Exhibitor and its agents to the building, including, without limitation, doors, floors, walls, columns or ceilings, to standard Booth equipment, or to other Exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, tapes or other coating to building doors, floors, walls, columns or to standard Booth equipment.

2. Subleasing. Exhibitor shall not assign, sublet, share or transfer all or part of its Booth, without the prior written consent from SLC. Exhibitor may not exhibit or advertise articles not approved by SLC, except where such articles are required for the proper demonstration or operation of its display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification of such items. The decision by SLC in all instances shall be final. Exhibitors will not display any items not specified in this Agreement and Exhibitor will permit only authorized representatives of Exhibitor to work in Exhibitor's Booth.

3. Signs. No display or advertising will be allowed to extend beyond the Booth space allotted to Exhibitor. Exhibitor's display shall be admitted and shall remain from day to day solely on strict compliance with the rules set forth herein. SLC reserves the right to reject, eject or prohibit any Exhibitor or display, in whole or in part if exhibitor violates any of the show rules either written or oral.

4. Limitation of Liability. Exhibitor agrees to indemnify and hold harmless SLC, the organizer, its affiliates, the exhibition hall facility and the City in which the event is held. Owners, directors, officers, employees, representatives and other agents (collectively, the "Indemnified Parties") against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind arising from or related to this Agreement, the Exhibitor's participation in the Show, including, without limitation, by reason of personal injuries, death, property damages or any other cause sustained by any person. The Indemnified Parties shall not be responsible for any loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. Such items are brought to the Show and displayed at Exhibitor's own risk and should be safeguarded at all times and covered by Exhibitor's own insurance as necessary and as specified below. Notwithstanding any other provision of this Agreement, under no circumstances shall SLC be held liability to Exhibitor arising under this Agreement or related hereto exceed amounts paid as Booth Rental Fees by Exhibitor hereunder. Exhibitor agrees that SLC, its affiliates nor any third parties nor any of their owners, directors, officers, employees, representatives or other agents shall have any liability in the event of any errors in any promotional material or electronic system where Exhibitors name or information may appear. Exhibitor agrees to indemnify SLC and its affiliates and their respective owners, directors, officers, employees, representatives or other agents against and hold each of them harmless from any claims and from all damages, costs and expenses, including without limitation, attorneys' fees, and amounts paid in settlement incurred in connection with claims arising out of the acts or negligence of Exhibitor and Exhibitor's owners, directors, officers, employees, representatives or other agents.

5. Show Floor Plan. SLC reserves the right, in its sole discretion and for any reason, to change the location of the Booth requested by Exhibitor.
6. Default in Occupancy. Exhibit booths must be manned at all times by exhibitor personal during show hours. Booths that are not manned may be closed down by SLC.
7. Lotteries/Contests. The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and only if prior written approval has been obtained from SLC.
8. Exhibitor Conduct. Retail sales are permitted during the course of the Show it is the exhibitor's responsibility to collect all sales and other taxes and be licensed with the proper license for the product or service being provided. The sale or distribution of any goods or items that interfere with the activities or obstructs access to neighboring Exhibitor's Booths, or that impedes in anyway is prohibited. No goods or items containing any product other than the products or materials made, imported, distributed, or used by Exhibitor in Exhibitors' product or service may be distributed without the prior written consent of SLC. Exhibitor shall conduct and operate its display so as not to annoy, endanger or interfere with the rights of other Exhibitors and Visitors. Any practice resulting in complaints from any other Exhibitor or Visitor, which, in the sole opinion of SLC interferes with the right of others or exposes them to annoyance or danger, may be prohibited by SLC. Exhibitor's authorized representatives will conduct business, including but not limited to the taking of orders, the preparation and/or sampling of products and the distribution of product literature, only from within Exhibitor's Booth.
9. Guarantees – SLC cannot and does not guarantee results of any kind. Results are defined as sales of exhibitor product or service at or post show, attendance quantity and quality or anything else that might be seen as a guarantee of success to an exhibiting company.
10. Employment Displays. Displays for the purpose of soliciting prospective employees and employee-recruiting activity of any kind, are specifically prohibited unless with prior written permission from SLC.
11. Cancellation by Exhibitor. In the event the Exhibitor cancels all or part of the contracted exhibited space there are no refunds or returns of any money paid unless previously agreed to by SLC.
12. Downsizing or Reducing Booth Space. Exhibitor may reduce the size of their exhibit space with prior written approval of SLC only. All money previously paid will be applied towards the reduced space and there will be no refunds.

13. Termination of Displays. In the event that the exhibition hall facility in which the Show is to be conducted shall become, in the sole discretion of SLC, unfit for occupancy, or in the event that the holding of the Show, or the performance of SLC under this Agreement are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of SLC, this Agreement and/or the Show (or any part thereof) may be terminated by SLC. SLC shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of SLC. If SLC terminates this Agreement and/or the Show (or any part thereof), then SLC may retain such part of Exhibitor's Booth Rental Fee as shall be required to compensate SLC for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of SLC shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restraints or orders of civil defense or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labor disturbance, inability to secure sufficient labor, technical or other personnel failure, impairment or lack of adequate transportation facilities, inability to requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial and whether constitutional or unconstitutional; or act of God.

14. Admission. Show will be open to the public at admission prices as set by SLC. Each Exhibitor shall be provided with complimentary badges, a limited amount of free invitations and as many discount coupons as an exhibitor may require. Exhibitor shall be able to purchase additional tickets at the lowest discount admission price. Exhibitor shall not permit any person less than 16 years of age to work in Exhibitor's Booth.

15. Resolution of Disputes at the Show. In the event of a dispute or disagreement at the Show between: Exhibitor and Contractor; Exhibitor and any laborer; Exhibitor and another Exhibitor or other Exhibitors; Exhibitor and Attendee(s); Exhibitor and any Show Representative (including but not limited to Show Management); or Exhibitor and any other third party; then Exhibitor agrees to be bound by SLC decision concerning the dispute.

16. Delivery of Goods and Displays. SLC is not responsible for the delivery of any displays, goods or other items. Exhibitor shall provide a list of anticipated deliveries to the Official Show Contractor. Exhibitor shall provide for the shipping, transportation and receiving of all shipping containers and for verifying and acknowledging their contents. All shipping containers must be clearly marked. If Exhibitor is not present to receive its shipment SLC or its Contractors may store, unpack or return such shipments in SLC sole discretion and at Exhibitor's expense, risk and peril. Exhibitor must receive delivery of all necessary materials no later than the time specified in the Exhibitor's Manual Guidelines. The Official Show Contractor will provide drayage service as specified in the Exhibitor's Manual Guidelines.

17. Customs. Exhibitor is solely responsible for clearing all foreign-made displays, goods and other items through customs.

18. Care and Removal of Displays. SLC will maintain the cleanliness of all aisles. Exhibitor must, at Exhibitor's expense, keep displays clean and in good order at all times. Exhibitor must keep packing material, items not used in the displays and any personal belonging out of sight. All displays must remain fully intact until the Show has officially ended. Disturbing or dismantling a display prior to the official closing hour of the Show will not be permitted. Displays must be removed within one day following the conclusion of the Show. In the event any Exhibitor fails to remove its Display in the allotted time, SLC reserves the right, at Exhibitor's expense, to ship the Display through a carrier of SLC choosing or to place the same in a storage warehouse subject to Exhibitor's disposition or make such other disposition of the property as it may deem desirable without any liability to SLC.

19. Insurance. While SLC will carry overall event insurance as per the requirements of the exhibit hall it is **recommended but NOT REQUIRED** that exhibitors carry their own separate policy specifically naming the event as also insured. Contact SLC if you would like details of our insurance coverage.

21. Agreement Non-Assignable. The Agreement is non-assignable by Exhibitor, without the Agreement by SLC Exhibitor Agreement shall be null and void and shall constitute a breach of the Agreement and shall grant SLC the right to cancel the Agreement.

22. Cancellation of Show. If SLC cancels the Show because of an Event of Force Majeure as defined below and the Show is rescheduled within 12 months of the original Show dates, Exhibitor's rental fee for exhibition space shall be applied to pay for Exhibitor's rental space in the rescheduled show. If Exhibitor elects not to participate in the rescheduled Show, its rental fee shall not be refunded and shall be deemed earned by SLC. If the Show is cancelled and not rescheduled as set forth above, SLC will refund that portion of Exhibitor's rental fee, if any, that USG does not apply to pay its direct expenses of the cancelled Show. Any refunds of rental fees will be prorated among all Exhibitors. If SLC's direct expenses equal or exceed all Exhibitor rental fees, no rental fees will be refunded. For the purpose of this paragraph, direct expenses shall mean all expenses of the Show incurred by SLC other than its indirect administrative overhead expenses. SLC's determination of its direct expenses shall be deemed final and shall not be subject to challenge by any Exhibitor. SLC shall not be liable for any losses or damages of any type or description, including consequential and/or incidental damages, suffered by Exhibitor as a result of any rescheduling or cancellation of the Show.

23. Force Majeure. The rights of SLC under this contract shall not be deemed waived except when specifically stated in writing and signed in writing by an authorized officer of the SLC. There is no other agreement of warranty between Exhibitor and SLC, except as set forth in this document. SLC shall not be deemed to have breached this agreement by reason of its failure to perform any of its obligations if caused by strikes, natural disasters, hurricanes or tropical storms, acts of a public enemy, riots, terrorism, interference by civil or military authorities, compliance with proclamations, delays in transit or delivery on the part of transportation companies, or other causes beyond the reasonable control and without the fault of SLC, or if caused by any act or failure to act of another party (an "Event of Force Majeure"). Upon the occurrence of any Event of Force Majeure specified above that results or will result in a delay in or cancellation of the Show or otherwise affects SLC's performance under this agreement, SLC shall promptly give notice to the other party of the occurrence and the effect or anticipated effect of the occurrence on the performance of SLC's obligations under this agreement. SLC will use reasonable efforts under the circumstances to eliminate or minimize the adverse impact of the occurrence on its performance under this agreement.

24. Arbitration and Choice of Law. Any controversy or claim arising out of or related to the breach there of, shall be settled exclusively by arbitration held in Miami, Fl. and administered by the American Arbitration Association under its Commercial Arbitration Rules. SLC and Exhibitor agree that such arbitration shall be final, binding and non-appealable. Judgment upon the award may be entered in any court having proper jurisdiction. SLC and Exhibitor expressly waive their rights to a jury trial and to appeal from the arbitration. If any arbitration or the proceeding is commenced pursuant to this Section, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees, costs and other disbursements actually incurred by it in connection with such arbitration or other proceeding and in enforcing any award, order or judgment thereby obtained. The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, exclusive of its conflicts of law provisions. Each party hereby consents to the exclusive jurisdiction and venue in the state and federal courts in Miami, Fl.

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**COMPANY USE ONLY:** *All contracts must be approved in order to be valid*

*Approved by:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Schnebly Lychee Celebration/Schnebly Winery*