

Space No. # Assigned:

**SAT. JANUARY 6TH
2024**

FESTIVITIES START AT 1PM • FREE ENTRY
GULF COAST TOWN CENTER COURTYARD

FOOD • FAMILY FUN • DJ • HISPANIC CULTURE
ENTERTAINMENT • DOMINO TOURNAMENT

IN PARTNERSHIP WITH



PRESENTED BY



Company _____ Date _____

Contact Name _____ Phone _____

Address _____ City/State _____

Website _____ Email _____

Please indicate what type of product/service you will be promoting:

| General Registration | | | |
|---|--------|----------------------|------------|
| Item | Single | Double | Total Cost |
| <input type="checkbox"/> Space Only | \$200 | \$350 | \$ |
| <input type="checkbox"/> Space Only (Non-Profit) | \$125 | | \$ |
| Subtotal: | | | \$ |
| TOTAL AMOUNT DUE: | | | \$ |
| Credit Card Payment: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX <input type="checkbox"/> Check <input type="checkbox"/> Other _____ | | | |
| Card # _____ | | Exp: _____ | |
| Billing Address _____ | | City/State/Zip _____ | |
| Card Holder Name _____ | | | |
| Card Holder Signature _____ | | | |

(___) Yes, reserve my space for the "Dia de Los Reyes" Festival scheduled for Saturday, January 6, 2024, at Gulf Coast Town Center Courtyard. I am enclosing a company check, cashier's check, money order, or credit card information made payable to Leading Latina, Inc.

Please Note: All vendors must provide Proof of Liability Insurance coverage, including a Certificate of Insurance naming Leading Latina, LIV Digital Marketing, and Gulf Coast Town Center additional insured.

Please use the following information:

Leading Latina, Inc
1639 Cape Coral Pkwy East,
Suite 207
Cape Coral, FL 33904

Gulf Coast Town Center
9903 Gulf Coast Main St
Fort Myers, FL 33913

Exhibitor's Signature

Date

Leading Latina Representative

Date

Questions? Please call our Marketing Agency, LIV Digital Marketing, at 239.676.3316

EXHIBITOR REGISTRATION AND AGREEMENT

TERMS AND CONDITIONS: All Exhibitors need to read and make sure they fully understand and agree to the following terms and conditions:

DEFINITIONS OF CERTAIN TERMS The following definitions will apply to simplify this agreement. It is understood that throughout this Registration Form, Exhibitor means any firm, person, company, corporation, institution, or committee who has applied for and who has registered as a vendor or has been assigned space in the named Event, or any agent, representative or employee of the Exhibitor. Festival, Event, and Show refer to and mean the Dia de Los Reyes Festival in Fort Myers, Florida. Locale, Event Venue refers to Event Location (Gulf Coast Town Center Courtyard) for the Dia de Los Reyes Festival and any property that Leading Latina, Inc utilizes.

A. SPACE ASSIGNMENT

1. In order to participate in the Exhibition, registrants must complete the official Registration Form provided by the Leading Latina. Registrations will be processed in the order they are received. In the event that all table spaces have been assigned due to previously received registrations, neither party shall be under any further obligation or liability hereunder.
2. Leading Latina reserves the right to grant or refuse any registration. Leading Latina will do all it can to provide an Exhibitor with the table or booth space applied for and in their preferred location if it is consistent with the general arrangement of the Event. Leading Latina shall be entitled in absolute discretion to vary the space and/or position even if already assigned.

B. PAYMENT FOR PARTICIPATION

1. Acceptable forms of payment are as follows: Check, Money Order or Cashier's Check, cash, and credit cards. All forms of payment are to be made payable to Leading Latina, Inc and mailed to

the address shown on this Registration Form. All payments for table space will follow the terms and conditions outlined in this Registration Form.

2. Exhibitors agree that it will be considered valid, legal, and binding once they have submitted a Registration Form to the Leading Latina, even without a deposit. Exhibitors will still be invoiced. The exhibitor agrees to pay the balance in accordance with the terms and conditions specified in this Registration Form. If the balance is not paid by the due date, space will be reassigned, and the Exhibitor's deposit will be forfeited.
3. Prior to the Event date, all Exhibitors must have paid all fees related to their assigned space before they can set up. Exhibitors will only be permitted to set up on the Event date if an unpaid balance is outstanding. If the unpaid balance is paid after the due date, as per this Registration Form, Exhibitor understands that they will forfeit their deposit and their table or booth space will be reassigned. Leading Latina reserves the right to refuse entry to the Event to any Exhibitor with an unpaid outstanding balance due to Leading Latina for table space assigned. The Exhibitor will forfeit their deposit due to non-payment of the balance by the due date. If any legal action or other proceedings are taken to enforce this registration agreement and its Terms & Conditions, Leading Latina shall be entitled to recover court and attorneys' fees and other costs incurred due to any action or proceedings taken.

C. CANCELLATION OF ASSIGNED SPACE BY LEADING LATINA

1. Leading Latina reserves the right to cancel any assigned space for any reason whenever it deems necessary. If an Exhibitor is caught having been involved in any unethical trading, business dealing, or malpractice, especially if it endangers the reputation of Leading Latina and/or any of its businesses, Leading Latina will consider this reasonable ground for cancellation of assigned space.

D. POSTPONEMENT, CANCELLATION, OR ABANDONMENT

1. If the Event has to be postponed, canceled, or abandoned due to any cause outside the control of the Leading Latina, which may include one or more of the following, but not limited to an act of war, an act of God (e.g., Hurricane, Tropical Storm, Flooding) or an act of terrorism, the Leading Latina will not refund any Exhibitor fees to the Exhibitor.
2. The Leading Latina will give Exhibitor credit toward any future events within one calendar year from the canceled Event date. This will be at the absolute discretion of Leading Latina.
3. If an agreement is reached where a refund is agreed, such refund shall be a proportionate share of the balance of the aggregate Exhibitor fees received which remain after deducting expenses incurred by the Leading Latina and reasonable compensation to the Leading Latina, but in no case shall the amount of the refund exceed the exhibit fee paid. Exhibitors or any outside party unrelated to Leading Latina shall not have any right to an accounting review or audit of the financial records of the Event.

E. CANCELLATION BY EXHIBITOR

1. Any Exhibitor who wishes to cancel their assigned space will need to provide in writing a notice of cancellation to be submitted to and signed by Leading Latina by Friday, December 22, 2023. Leading Latina will NOT REFUND to Exhibitor any payments received for this Event.

2. Payments received by the Leading Latina may be credited to any future Leading Latina events, scheduled within one calendar year from the date of cancellation. Exhibitors will forfeit any payments not re-allocated towards another Leading Latina event within that calendar year.
3. If an Exhibitor cancels their registration and agreement within 15 days prior to the opening of the Event, the total amount due will become payable, and all deposits will be forfeited. All notices of cancellation must be in writing. No verbal notices of cancellation will be accepted under any circumstance.

F. TRANSFER, SHARING, AND SUBLETTING OF ASSIGNED SPACE

1. Exhibitors are only allowed to transfer, sublet or share, in whole or in part, the table or booth space assigned to Exhibitor with the expressed, prior, written consent of the Leading Latina. Exhibitors can only sell or promote products or services for a business(es) they wholly own and/or operate.

G. LIABILITY FOR LOSS, DAMAGE, ACCIDENT, ETC

1. All Exhibitors participating in this Event do so at their own risk in every respect and should do whatever is necessary to protect themselves from loss or damage, no matter how it is caused. All Exhibitors are liable for any injury or accident to themselves and others caused by any process or items inside or outside the Event Venue for which they, their representatives or employees are responsible.
2. The Leading Latina will not be held liable for such loss(es), injury(ies) or accident(s), and all Exhibitors shall keep the Leading Latina indemnified with respect to losses or damages to property of The Leading Latina, its employees, contractors or agents, other Exhibitors, their employees or agents and the general public. However, any Exhibitor responsible for damage or loss to property of the Leading Latina and/or the Event Venue, is responsible for payment in full for such loss or damage.
3. The Leading Latina will not be responsible for the malfunction and loss of equipment due to lightning, power outage, vandalism and/or terrorism.

H. EQUIPMENT AND GOODS USED AT EVENT VENUE

1. Extra booth fittings and exhibits must conform to the requirements of the Leading Latina, Event Venue management, the local Fire Department and any other authority under whose jurisdiction the Event Venue falls. The Leading Latina reserves the right of final decision regarding any dispute arising from the unsuitability of any equipment, fittings and exhibits in accordance with the above-referenced authorities.

I. DELIVERY, SET UP AND DISMANTLING OF SPACE, ETC.

1. Exhibitors shall not deliver any goods or try to set up their space at the Event Venue before 11:30 am on the day of the Event.
2. Exhibitors **must be set up by 12:30 pm** on the day of the Event
3. Upon finalization of the Event, ALL property belonging to Exhibitors must be removed from the premises of the Event Venue no later than 4:30pm on the day of the Event. Exhibitors will indemnify Leading Latina for all costs incurred by Exhibitors with respect to such property being on the Event Venue site outside the declared hours.

J. REMOVAL OF EXHIBITS

1. Exhibitors are not allowed to dismantle, breakdown or remove any part or all of their space prior to 4:00 pm. Exhibitors who break down and dismantle their booths prior to closing can be penalized \$75.00 for breaking down early. Penalty for early dismantling or breakdown will be at the full discretion of The Leading Latina.

K. EXHIBITING AND MANNING SPACE

1. All Exhibitors must staff their tables or booths throughout the scheduled hours of the Event. If an Exhibitor has yet to arrive or set up thirty minutes prior to opening time, The Leading Latina may reassign said space to another Exhibitor. In this case, all payments made to the Leading Latina will be forfeited.

L. POSTERS, BANNERS, SIGNS OR AISLE-WALKERS, ETC.

1. Unless authorized and approved in writing by the Leading Latina, Exhibitors are not allowed to place or distribute any advertising material inside or outside any part of the Event Venue except within the table or booth space assigned by The Leading Latina.

M. CONDUCT OF EXHIBITORS

1. Exhibitors are expected to conduct themselves professionally at all times during the Event. At any time an Exhibitor, their representative, employee or agent conducts him or herself in any manner offensive to The Leading Latina, their representatives, employees or agents, The Leading Latina reserves the right to have that person(s) removed from the premises and not allow them to reenter for the remainder of the Event.
2. No Exhibitor will be permitted to cause any noise or become a nuisance to other Exhibitors or their representatives, in any form, whether by audio equipment, machinery or any other source.

N. REPRODUCTION OF ANY PART OF EVENT OR SHOW

1. It is understood that no object, person or part of the Event may be drawn, photographed, copied or otherwise reproduced without the express written consent of the Leading Latina, its representatives, employees or agents.
2. Exhibitors agree that the Leading Latina may take a photograph (s) of the Exhibitor's booth space, exhibit, and exhibit personnel before, during and after the open hours of the Event, for any and all promotional use by the Leading Latina.
3. Exhibitors and their representatives release and consent the Hispanic Leading Latina to take a photograph(s) and a video(s) of them, their booths, personnel and any other items related to the Event.

O. ELECTRICAL SUPPLY, LIGHTING, ETC.

1. Electrical service is available at an extra cost. Exhibitors shall provide extension cords and lighting. Exhibitors must order access to outlets through the Leading Latina or its representatives, employees or agents. All electrical fittings, lighting and other devices must follow the regulations of local authorities, Event Venue and the Leading Latina. Exhibitors must not tamper with or draw power from any electrical device other than that the Leading Latina or

its authorized agents supplied to them. ***A penalty of \$75.00 will be imposed to any exhibitor hooked to outlets without authorization.***

P. SECURITY SERVICES AND RESPONSIBILITY FOR LOSSES

1. The Leading Latina, its representatives, employees or agents, nor the Event Venue management accept responsibility for merchandise or equipment delivered by or to Exhibitors at any time. The Leading Latina and the Event Venue are not responsible for any loss or theft of the Exhibitor's merchandise or equipment during any event or during set-up or dismantling.
2. Exhibitor understands and agrees that the Leading Latina security service, whether uniformed officers or a private security company, is a presence to prevent theft. The Leading Latina, its agents or its official suppliers neither offer nor accept responsibility for Exhibitor's property.
3. The Exhibitor is responsible for protecting their goods and services during the Event.

Q. MODIFICATIONS OF FLOOR PLANS OR ASSIGNMENT OF TABLES OR BOOTHS

1. The Leading Latina, its officers, employees, and authorized agents reserve the right to change booth locations and/or floor plans without notice.

R. POSSIBLE COPYRIGHT INFRINGEMENT IN THE USE OF MUSIC

1. Exhibitors who use music at their tables or booths will bear the sole responsibility for the legal ramifications of its use or any copyright infringement. Leading Latina or Event Venue has no licensing agreements for music usage.

S. VIOLATION OF TERMS & CONDITIONS

1. All Exhibitors understand and agree that if they violate any of the foregoing terms and conditions or any other policies set forth by which they have agreed to abide by or any subsequent modifications thereof, the Leading Latina may void the Agreement between itself and Exhibitor. The Leading Latina will dismiss Exhibitor, their representative(s), employee(s), agent(s), and goods from the Event, without liability to the Leading Latina, its employees, representatives or agents in any way whatsoever, nor shall such dismissal release the Exhibitor from any payments or obligations for which they may still be liable.
2. Pursuant to Section S(1), Leading Latina may retain Exhibitor's goods or take legal action against the Exhibitor with respect to any monies due by Exhibitor to the Leading Latina for table or booth space or for the expense of dismissing the Exhibitor, their employees, and goods from the Event as outlined above or otherwise.

T. CANCELLATION OR ABANDONMENT OF EVENT VENUE

1. If, for any reason, Leading Latina deems it impossible to hold the Event at the specified venue on the scheduled registration date, Leading Latina reserves the right to, at its discretion: (a) postpone the Event until a later date as the Leading Latina deems reasonable; (b) secure an alternative location to host the Event (one that the Leading Latina deems suitable for the purpose of the Event); (c) hold the Event on the dates specified in the Registration Form or as near thereto as possible or (d) declare the Event abandoned and canceled.

2. If the Exhibition is canceled or abandoned by the Leading Latina for any reason other than stipulated in Section 4, the Leading Latina will refund to all Exhibitors, in good standing, any money received.

U. AMENDMENTS TO TERMS & CONDITIONS

1. In order to protect the Event and its business endeavors, Leading Latina reserves the right to alter, modify, amend, delete, or add to any of the Terms and Conditions. The Leading Latina reserves the right to have the final decision on any issues, concerns, or questions that may arise regarding any or all of the terms and conditions.

By signing below, the undersigned acknowledges and agrees to all the above. This agreement shall be governed under the laws of the State of Florida.

Exhibitor's Signature

Date

Leading Latina Representative

Date

Questions? Please call our Marketing Agency, LIV Digital Marketing at 239.676.3316