





# 4<sup>th</sup> Annual Date: 11.04.17

## COMPANY REPRESENTATIVE ON-SITE

|         |      |        |     |
|---------|------|--------|-----|
| Name    |      | Title  |     |
| Address | City | State  | Zip |
| Phone   | Fax  | E-mail |     |

Mosaic Group, Discover Palm Beaches and Palm Beach County Board of County Commissioners is not responsible for injury, loss, or damage that may occur to the exhibitor or the exhibitor's employees or property from any cause whatsoever, prior, during, or subsequent to the period covered by this application/contract. The Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, save, and hold harmless Mosaic Group, Discover Palm Beaches and Palm Beach County Board of County Commissioners – to include employees, directors, officers, management, and agents – from and against any and all actions, claims and expenses, losses, and damages to persons or property, governmental charges or fines, and attorney's fees arising out of or by reason of the exhibitor's occupancy or use of the exhibition facilities; or caused by exhibitor's own installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the exhibit center, its employees, and agents.

### COMPANY AUTHORIZATION — PLEASE SIGN BELOW

A full information package will be made available to exhibitors approximately 15 days before The Event. **The undersigned hereby makes application for exhibit space and agrees to abide by all accompanying exhibit Terms and Conditions on this Space Reservation Agreement (SRA). No sale of goods, products or services will be allowed at the event. Complimentary promotional items maybe distributed however vending is prohibited.**

|                     |       |
|---------------------|-------|
| Name                | Title |
| Signature _____     |       |
| Date ____/____/____ |       |

Return this form **with copy of certificate of insurance** (see terms and conditions below for further details) by October 4, 2017 to:

**Mosaic Group**  
 2930 Okeechobee Blvd, #207 West Palm Beach, FL 33409  
 561.651.9565  
 866.711.0987 fax  
[www.mosaicgroup.com](http://www.mosaicgroup.com)

Or by email to, Sharna Reece at [sreece@upscalebymosaic.com](mailto:sreece@upscalebymosaic.com); 561.651.9565.

# Space Reservation Agreement Terms and Conditions

This application for booth space becomes an official Agreement when signed by an agent of my Company. The use of "My", "You", "Your" or "We" means You or Your Company for which You are signing this Agreement. We, as an exhibitor, agree to the following statements:

Booths may not be transferred or re-assigned without approval from The Client. Only the company completing the front of this form may show the products or services it sells to event attendees in the booth.

You may not conduct business outside of Your booth(s) or solicit business from other exhibitors.

You are responsible for Your booth, the material that You ship to and from the event and the material in Your booth. Consequently, you should have appropriate insurance.

**Mosaic Group, Discover Palm Beaches and Palm Beach County Board of County Commissioners** (*The Client*) reserves the rights to reject, eject or prohibit any exhibit in whole or in part, with or without giving cause.

You are expressly forbidden from dismantling or packing any portion of Your exhibit booth prior to the official show closing.

**Booth Fees: The Client rents each booth free to Exhibitors therefore no sales or purchase of good or services will be allowed.**

**Cancellation of Booth Space:** All cancellations will lose any Priority Points given for the Event. Any exhibitor who has reserved a booth and does not attend the event without notifying *The Client* in writing a minimum of 15 days before the event will be fined up to \$100.

The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it will cause *The Client* to sustain damages. In this situation, *The Client* damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for cancellation have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date *The Client* receives the written notice.

**Booth Assignments:** Booth Selection Forms and site plans will be made available to You based on Your Accrued Priority Points. Be sure to return Your Agreement now, so You will be included in the appropriate mailing and receive the best booth selection opportunity. You agree that *The Client* in its sole discretion has the final say concerning the layout of the event. You also agree that *The Client* has the right to relocate exhibitors for any reason.

**Exhibit space will be assigned from a Booth Selection Form based on:**

1) Priority Points; 2) Date Space Reservation Form is received (see Booth Assignments); 3) Proximity to competitors

**Fire and Safety Laws:** Federal, State and City Laws must be strictly observed. Cloth decorations must be flame proof. Wiring must comply with fire departments and underwriter's rules. Smoking in exhibits is forbidden. Exhibits cannot block aisles and fire exits. Storage of any kind behind Your booth or behind Your back wall is strictly forbidden.

**Visual and Audio Recording Rights:** All visual and audio recording rights at the event are reserved to *The Client* or its affiliates. Any displayed item within Your booth may be recorded by *The Client* or its affiliates for future use. Your booth space, exhibit and personnel may be recorded by *The Client* or its affiliates before, during or after the open hours of the event for any *The Client* or its affiliates use.

**Listings and Promotional Materials:** By exhibiting at the event, You grant to *The Client* or its affiliates a fully paid, perpetual non-exclusive license to use, display and reproduce Your name, trade names and product names in any directory (print, electronic or other media) listing Your Company at the event and to use such name in *The Client* or its affiliates promotional materials. *The Client* shall not be liable for any errors in any listing or descriptions, or for omitting You from *The Client* program or other lists or materials. *The Client* reserves the right to edit and/or delete the event program submissions.

**Booth Package:** You will receive the "LagoonFest Booth Package" at no charge. This includes:

a. Tent with table and chairs (based upon request)

**Priority Points:** All Priority Points are accumulated per event, and based upon prior exhibitor participation. To receive Priority Points, you must comply with all rules and regulation for the LagoonFest event. Failure to comply will result in the forfeiture of Priority Points.

**Assumption of Risks; Releases:** You expressly assume all risks associated with, resulting from or arising relating to Your participation at the event including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. You have sole responsibility for Your property or any theft, damage or other loss to such, you waive any subrogation claims that Your insurer may have. Neither *The Client* or the exhibit facility accepts responsibility, nor is a bailment created for property delivered by or to You. Neither *The Client* or the exhibit facility shall be liable for, and You hereby release all of them from and covenants not to sue any of them with respect to any and all risks, losses, damages and liabilities described in this paragraph.

**Indemnification:** You shall indemnify, defend (with legal counsel satisfactory to *The Client*), and hold *The Client*, its affiliates, and the exhibit facility harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from, or arise out of or in connection with: (a) Your participation or presence at the event; (b) any breach by You of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which You are otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from Your actions; (f) harm or injury (including death) to You; and (g) loss of or damage to Your property, Your business, or Your profits, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise

**Qualifications of Exhibitor:** *The Client*, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the event. *The Client* reserves the right to restrict or remove any exhibit which *The Client*, in its sole discretion, believes is objectionable or inappropriate.

**Cancellation of the Show:** If *The Client* reserves the right to cancel the Lagoon Fest event due to circumstances beyond its reasonable control (for example: acts of God, acts of war, act of terrorism, earthquake, government emergency, or government actions, labor actions or unavailability of the Exhibit Facility). *The Client* reserves the right to cancel, re-name or relocate the event or change the dates of the event that are not more than 90 days earlier or 90 days later than the dates on which the event was originally scheduled to be held.

**Copyrighted Materials:** You shall not play or permit the playing or performance of, or distribution of any copyrighted material at the event, unless You have obtained all necessary rights and paid all required royalties, fees or other payments.

**Observance of Laws:** You shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the exhibit facility (including any union labor work rules). Without limiting the foregoing, You shall construct Your exhibits to comply with the Americans with Disabilities Act.

**Taxes and Licenses:** You shall be solely responsible for obtaining any licenses; permits or approvals under federal, state or local law applicable to its activities at the event. You shall be solely responsible for obtaining any necessary tax identification number and permits and for paying all taxes, license fees, use fees or other fees, charges, levies or penalties that become due to any government authority in connection with its activities at the event.

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# Space Reservation Agreement Terms and Conditions

**Insurance:** You shall, at your own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below.

Workers' Compensation Insurance: Workers' Compensation Insurance complying with all federal laws and laws of the state of Florida.

Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damages, including coverage for personal injury, contractual and operation of mobile equipment, products and liquor liability (if applicable).

Automobile Liability Insurance with limits not less than \$500,000 each occurrence, combined single -limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insured **Mosaic Group, Discover Palm Beaches and Palm Beach County Board of County Commissioners** and each of its subsidiaries. Copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to *The Client* shall be furnished to *The Client* within thirty (30) days before the first day of the *event*, preferably submitted with this application. The Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days advance written notice to *The Client*.

**Additional Terms and Conditions:** You shall conduct yourself at all times in accordance with normal standards of decorum and good taste.

In addition to its right to close an exhibit and withdraw acceptance of the contract, *The Client* in its sole judgement, may refuse to consider You for participation in future *events* if You violate or fail to abide by the contract and any of the accompanying rules and regulations.

Any amendment to this contract must be in writing and signed by an authorized representative of *The Client*. You may not assign this contract or any right hereunder, nor may You sublet or license all or any portion of Your exhibit space. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions on any documents You submit to the *Client*. No presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by a particular party.

You agree if the *Client* takes legal action to enforce this Agreement, you shall be responsible for all reasonable costs, including attorney fees, for such enforcement.

**Incorporation of Rules and Regulations:** Any and all matters pertaining to the *event* and not specifically covered by the terms and conditions of this contract shall be subject to determination by *The Client* at its sole discretion. *The Client* may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to you. Any such rules and regulations are an integral part of this contract and are incorporated herein by reference. You shall observe and abide by additional regulations made by *The Client* as soon as these additional rules or regulations are communicated to you. This contract states the entire agreement of the parties with respect to the subject matter hereof.

**Disclaimer of Liability:** *THE CLIENT* DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. *THE CLIENT* MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE NUMBER OF PEOPLE OR EXHIBITORS WHO WILL ATTEND THE EVENT OR ANY OTHER ACTIVITIES OR FUNCTIONS OR ANY OTHER MATTERS. IN NO EVENT SHALL *THE CLIENT* BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR PROFITS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF *THE CLIENT* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This Agreement shall be governed in accordance with the laws of the State of Florida without giving effect to any choice or conflicts of law. The parties agree to submit to the exclusive personal jurisdiction and venue of the state courts in Florida or the federal court in the Southern District of Florida for disputes relating to, or concerning this Agreement.