



THE 13th ANNUAL GREATER KENDALL BUSINESS EXPO



12725 SW 122nd Ave, Miami, FL 33186

Thursday, October 18, 2018
3 p.m. - 8 p.m.

Business Expo Exhibitors Contract

- Exhibitors will receive 1 (one) 6' table with 2 chairs
- Table linen must be requested
- Access to electricity must be requested

When contract is signed and is available. "first come, first serve" at a cost of \$25. Exhibitors must bring heavy duty extension cords. Electrical Outlets only provided.

Exhibitor and Sponsorship Rates:

	Rate	Electrical access (✓)	Total Amount
_____ Exhibitor Table: GKBA Member	\$200	\$25 _____	_____
_____ Exhibitor Table: non-GKBA Member (includes 1 year membership)	\$400	\$25 _____	_____
_____ Exhibitor Table: GKBA Member Not for Profit 501c(3)	\$125	\$25 _____	_____
_____ Mills Drive Corporate Sponsorship	\$500	_____	_____
_____ Killian Drive Corporate Sponsorship	\$1,000	_____	_____
_____ Kendall Drive Corporate Sponsorship	\$2,500	_____	_____
_____ Greater Kendall Corporate Sponsorship	\$5,000	_____	_____
_____ GKBA Signature Corporate Sponsorship	\$10,000	_____	_____

Carefully complete the section below. Please print clearly.

Company: _____

Name: _____ Email: _____

Address: _____ City: _____ Zip: _____

Telephone: _____ Cell: _____

You may pay by check or online at www.GreaterKendall.com. Check must be made payable to Greater Kendall Business Association. **This contract must be signed and e-mailed to office@greaterkendall.com or mailed to Greater Kendall Business Association, 14591 SW 120 Street, Miami, FL 33186**

I agree to the terms and conditions outlined on the front and back of this contract.

Name of the Authorized Representative

Signature

Date

Greater Kendall Business Association 2018 Business Expo Contract Terms and Conditions

Date: The 13th annual Greater Kendall Business Expo will be held Thursday, October 18, 2018 at Miami Vineyard Community Church, 12725 SW 122nd Ave, Miami, FL 33186 from 3 PM – 8 PM.

Right of Refusal: The Greater Kendall Business Association (herein referred to "GKBA") reserves the right, at its sole discretion to decline to rent space to any potential exhibitor.

Space Rental and Assignment: Rates and sponsorship packages are pre-determined as specified on the reverse side of this contract. The GKBA Will determine space assignment based on availability. The GKBA reserves the right to reassign the location and site of the booth whenever reasonably necessary in order to enhance the success of the Expo. However, the exhibitor shall be notified prior to changes in booth (exhibit) space assignments. ONLY the company which appears on the contract will be allowed to exhibit. **NO SPACE SHARING.**

Rules and Regulations: Exhibitor, upon signing this agreement, shall abide by the terms specified herein and agrees that The GKBA has the right to make changes deem necessary to conduct a proper event and make amendments from time to time. EXHIBITS MUST BE STAFFED AT ALL TIMES.

Provision in the Event of Default: If any exhibitor fails to adhere to the terms and conditions of this contract, the GKBA reserves the right to terminate this contract, and all moneys paid by the exhibitor may be retained by the Association. The exhibitor shall and will waive any claims for property or any other damages or compensation from the GKBA, Inc.

Payments and Cancellations: Payment must accompany registration and upon signature and payment, will result in a binding contract. There will be no refunds given whatsoever after **September 15, 2018.**

Set Up and Take Down of the Exhibit: Exhibits MUST be completely set up no later than 2:30 PM and ready for inspection. Access will be granted after 11:00 AM. Electrical outlets are limited. NO EXHIBIT should be dismantle or be removed prior to 7:45 PM. Anyone in violation shall be subjected to a \$50 fee.

Printing and Advertising: Exhibitors or sponsor to purchase exhibit space after the **October 1, 2018** deadline are not guaranteed a listing in any printed materials or advertising related to the expo.

Exhibit Rules and Restrictions: All exhibits and activities including product distribution and literature shall be confined and restricted to the assigned booth space. No devices which create a nuisance including loud speaker systems and flashing lights will be permitted. NO exhibitor's actions shall disturb or interfere with other exhibits. All participants will be bound by pertinent and existing laws.

Limitation of Liability and Insurance: The liability of the GKBA for any reason upon any cause of action whatsoever arising out of or in connection with this Agreement is limited to the fees paid by the Exhibitor hereunder. THE GKBA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY OF ANY EQUIPMENT PROVIDED TO THE EXHIBITOR HEREUNDER, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE GKBA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE EXHIBITOR'S PROPERTY WHETHER DUE TO FIRE, THEFT, ACCIDENTS OR ANY CAUSE WHATSOEVER THAT MAY ARISE FROM THE USE OR OCCUPANCY OF THE BOOTH OR AS A RESULT OF THE EXHIBITOR'S INVOLVEMENT IN THE GREATER KENDALL BUSINESS EXPO. By executing this Contract, the Exhibitor hereby explicitly understand and agrees that it is assuming all risk of injury or loss or any damage and hereby releases the GKBA from any and all claims. The Exhibitor further acknowledges that the GKBA Will not maintain any insurance covering any Exhibitors property, employees, representative or quests and it is the sole responsibility of the Exhibitor to properly obtain applicable Insurance, including, without limitation liability and property insurance.

Governing Law/Venue: this contract shall be construed in accordance with the laws of the State of Florida and of the United States of America. Venue for any disputes arising hereunder shall be in a court of contempt jurisdiction located in Miami-Dade County, Florida.

Indemnification: The Exhibitor shall indemnify and hold the GKBA and Miami Vineyard Community Church of West Kendall harmless for any and all claims, actions, suits, proceedings, cost, expenses, damages, and liabilities, including reasonable attorney's fees arising out of or connected with, or resulting from, the Exhibitors use of the booth, equipment and/or Exhibitor's involvement in The Greater Kendall Business Expo, or due to any reason whatsoever.

Cost of Enforcement: In the event that either party initiates an action to enforce this Agreement, the prevailing party in such action or proceeding shall be entitled to reimbursement of its cost and expenses, including reasonable attorney's fees (including at all appellate levels), whether incurred prior to or in preparation for, or in contemplation of the filing of such action or thereafter. All such expenses shall bear interest at the highest rate allowable under the laws of the State of Florida from the date the prevailing party pays such expenses until repayment.

Authority to Bind Exhibitor: The Exhibitor warrants and represents that the person Executing this agreement has the full of authority and power to do so.

Entire Agreement: Exhibitor agrees that there are no oral or written agreements or representatives other than those contained herein. No change or modification of this Agreement shall be enforceable unless approved, in writing, by all parties to this Agreement.

Assignment: Any assignment of this Contract shall be agreed-upon in writing by all parties to the agreement. This Agreement shall be binding upon inure to the benefit of the parties, their legal representative, their successor and assigns.

Force Majure: If the Expo Facility is destroyed or damaged by fire any other cause, or if any other casualty or unforeseen occurrence, such as a strike or riot, civil disorder or act of war, act of God, hurricane or other adverse weather conditions or loss of power, renders The fulfillment of this Contract by the GKBA impossible or impracticable, then this contract shall be terminated. The Exhibitor shall not be entitled to the return of any monies paid to the GKBA; however, the GKBA will make a good faith attempt to reschedule the Expo as soon thereafter as possible. Notwithstanding the foregoing, If GKBA's impossibilities or impracticality of performance is due in part to the acts or omissions of the Exhibitor, it's agents, employees, members, licensees, or damage that may result from such act or omissions. Exhibitor hereby waives any claim for damages or compensation against GKBA on account of termination of the Expo under this provision.

13th Annual GKBA Business Expo Accident Waiver and release of Liability Permission to be Photographed: In consideration of my application and permitting me to participate and/or volunteer in GKBA Business Expo (the "Event"), I hereby take action for myself and any minors I bring to the event, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I understand that there may be risks associated with the event that may lead to property damage, theft and/or personal injury.

I knowingly and freely: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue to me including my participation in and my traveling to and from this event, The GKBA, its directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers ("Releasees"). (B) Assume all risks, both known and unknown, even if arising from the negligence of the Releasees, or others, and assume full responsibility for my participation. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I am deserve any unusual significant hazard. I willingly agreed to comply with the stated and customary terms and conditions for my participation. If, however, I observe any unusual significant hazard during my presence or participation in the event, I will remove myself from participation and bring such to the attention of the nearest event official or volunteer immediately. (C) Indemnify and Hold Harmless the Releasees from any and all liabilities or a claims made as a result of participation in this event whether caused by actions or the negligence of the persons or entities being released, or otherwise. I understand that at this event or related activities, I may be photographed. I agreed to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and/or assigns without compensation or notice to me.