



# EXHIBITOR CONTRACT

February 8-10, 2019

Tampa, FL

Room Setup Wednesday, 8 February 5:00 PM  
unless otherwise arranged.

This contract is for an exhibit room(s) at the Florida Audio Expo and the Primary Exhibitor listed below and will become effective upon written acceptance by Florida Audio Expo (hereinafter referred to as FAE). Although we will try to accommodate your request, specific spaces are not guaranteed and we reserve the right to reallocate space or deny a request if we deem it to be in the best interest of FAE and/or its Exhibitors.

## PRIMARY EXHIBITOR

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

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

Company Website: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Brand Names of Products and/or services to be exhibited

\_\_\_\_\_  
\_\_\_\_\_

## Floor / Location requested (Marketplace or Stereo)

\_\_\_\_\_

## Total Cost to Exhibitor

Primary Exhibitor **MUST** initiate payments unless otherwise mutually agreed and received within 10 business days.

\* Total Due: \$2,200.00 per room if paid in full before 1 October 2018.

**\*\* Multi-Room Discount: Two rooms for \$3,900.00 if booked & paid in full before 1 October 2018.**

**\*\*\* After 1 October the cost is \$3,200.00 per room.**

**Payment Options:**

\_\_\_\_\_ **Payment in Full: Bank Wire Transfer, Check, Credit Card or PayPal.**

\_\_\_\_\_ **Deposit (50%) now with balance due before 1 October 2018**

Credit card form can be found at the end of this document. Make checks payable to:

Florida Audio Expo  
1425 Burger Street, Tampa, FL 33604

**EXHIBITOR SETUP:** Unloading to begin Wednesday, Feb 6th after 5PM and scheduled with Trans-Expedite as to not interfere with their operations.

**EXHIBITOR BREAKDOWN:** Begins February 10<sup>th</sup> after 5 PM and Exhibitors **MUST** vacate all spaces no later than 10 AM on February 11<sup>th</sup>.

**FREIGHT:** Trans-Expedite

**Please read clause #5 closely – all cancellation fees WILL APPLY!**

**IMPORTANT DUE DATES** (ALL of the below tasks must be completed on [www.floridaaudioexpo.com](http://www.floridaaudioexpo.com).)

By signing this agreement, the exhibitor agrees that they have read, understand, and agree to the Terms and Conditions (Pages 1-6, Clauses 1-29) contained herein.

**CONFIRMED BY:**

\_\_\_\_\_  
Print Your Name Here

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Date

**APPROVED BY:**

\_\_\_\_\_  
For Florida Audio Expo

\_\_\_\_\_  
Date

## 1. TERMS OF PAYMENT

To hold your space, this contract and the accompanying payment must be received by FAE within ten (10) business days of reserving your space or your space will be returned to inventory for sale. If the name of the Primary Exhibitor is different from the name indicated on the check please indicate name of the primary exhibitor on the check.

**The Primary Exhibitor is responsible for making all payments to FAE.** FAE will not accept payment from any other source (i.e. sharing exhibitors). It is the duty of the Primary Exhibitor (not FAE) to obtain reimbursement from other Exhibitor(s) sharing the exhibit space listed herein. The Exhibitor agrees to make payments according to the payment schedule outlined herein. Exhibitor(s) will not be permitted to occupy their space until payment in full for said space has been received by FAE. Late payments, partial payments or any checks or money orders marked as being payment in full or as being settlement of any dispute may be accepted by FAE without forfeiting any rights to which it is entitled under this agreement or the law. Exhibitors who submit payments that are unpaid by their banks will be placed on a cash basis. Any Exhibitor who does not meet all financial obligations by 3:00 PM, Friday, February 1, 2019 will be responsible for all outstanding debts and fees at an interest rate of 2% per month (compounded monthly) and any fees FAE incurs to recover the debt. There will be a \$50 charge for all returned checks.

## 2. SHARING EXHIBITS

**It is the Primary Exhibitor's responsibility to notify any and all sharing exhibitors of all clauses and conditions of this contract.** The Primary Exhibitor agrees to provide FAE with a list of all companies who will be sharing the exhibit space, including company name, address, contact person(s), phone and fax numbers, e-mail, web site, etc. The Primary Exhibitor is responsible for all incidental room charges and all charges from outside vendors (such as rentals and services, e.g., pipe and drape, extra furniture removals, furniture rentals, plant rentals, and drayage). NOTE: FAE provides Convention Guide listings and signage for the Primary Exhibitor and Sharing partners: however, due to costs, if there are more than four (4) sharing companies, per exhibit, there may be applied an additional \$100 charge for the 5th sharing company to be listed, as well as any additional companies.

## 3. RESPONSIBILITY FOR PROPERTY

**Please insure your property.** In no case will FAE be responsible for theft, loss or damage to exhibitor(s) product or exhibit space. **Exhibitor(s) agree they are wholly responsible for protecting their property on or off show premises.** The Exhibitor(s) understands that neither FAE, the Hotels nor any other facilities used by FAE maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. FAE strongly urges all Exhibitors to insure their own property from the time it leaves their place of business until the time it returns. The Primary Exhibitor agrees that it is wholly responsible for damages to, and/or theft of hotel property from the exhibit space designated herein.

#### **4. LIABILITY AND INSURANCE**

The Exhibitor(s) agrees to carry personal and property damage liability and worker's compensation insurance and to indemnify and hold harmless FAE and the Hotel against claims, losses, suits, damages, judgments, expenses, costs and charges of every kind including attorney's fees resulting from its occupancy of the exhibit space contracted for by reason of personal injuries, death, theft or property damages. Exhibitor(s) if requested by FAE shall furnish certificates of insurance. Failure by FAE to request proof of insurance shall not relieve exhibitor(s) from carrying proper coverage.

#### **5. CANCELLATION BY EXHIBITOR**

All cancellations must be in writing, return receipt requested, and shall be effective when received by FAE. Both the Exhibitor and FAE acknowledge the FAE will sustain substantial losses if the Exhibitor cancels its Contract after it has been assigned space. Due to the difficulty of determining said losses, the Exhibitor agrees to pay the following as liquidated damages if the Exhibitor cancels its exhibit space on or within the following time periods. The 50% deposit due on signing is non-refundable. Cancellations made before 1 November will suffer no further penalty. Cancellations made after that date will be charged an additional 10% per month effective the 1<sup>st</sup> of each month.

#### **6. CANCELLATION BY FAE**

Exhibitor(s) may be canceled by FAE for failure to make payments when due or failure to comply with FAE regulations, without refund. FAE reserves the right to refuse exhibition space to any company, person and/or company it deems to be detrimental to FAE's overall well-being, presentation and/or reputation.

#### **7. ATTENDANCE**

FAE makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors and/or attendees.

#### **8. GOOD NEIGHBOR POLICIES**

Exhibits must be operated in a manner that respects the rights of other exhibitors and show attendees. A maximum level of 85 dB will be enforced in all exhibit areas. If FAE receives complaints from neighboring exhibitors, and your exhibit is found to exceed maximum noise levels, you will receive one warning. If complaints persist, FAE reserves the right to close down your exhibit and Exhibitor shall not receive a refund, or any damage compensation from FAE.

#### **9. AMERICAN WITH DISABILITIES ACT (ADA)**

Exhibitors must be in full compliance with the Americans with Disabilities Act.

## **10. DIRECTORY LISTINGS**

As a service to exhibitors FAE will identify each exhibitor (who completes and returns the necessary directory listing form by the established deadline) in the official directory (*The Florida Audio Expo Guide*). However, FAE will incur no liability for any errors, omissions or format changes in the directory.

## **11. SIGNAGE**

Personal or corporate signage displaying directions or advertising a particular company's product(s) or service(s) are permitted within the Exhibit space heretofore determined in the body of this contract. Any signage will not leave any indications of holes, glue or damage to existing walls or structures. Exhibitors will be liable for the repair of such damage, should it occur. Any signage or banners outside the determined Exhibit space, must be approved by FAE Show management, prior to same being set-up. Should such signage be observed by T.H.E. Show personnel in violation of these regulations, without the expressed consent of management, FAE reserves the right to takedown and dispose of said signage in any way it determines correct.

## **12. FREIGHT, SHIPPING, and DRAYAGE**

All shipping requirements will be posted on our website under the exhibitor information area. No freight collect or C.O.D.'s will be accepted. The primary exhibitor will be responsible for all drayage charges. Static Display Exhibitors may chose to employ a professional service or bring in materials themselves. At all times, exhibitors will take full responsibility for the actions of any employees hired to perform these services and will be held accountable for said employees' resulting deficiencies. Large packages, or freight, or crates, may only be moved in and out of the convention area during designated set-up and tear-down hours or after or before posted convention times WITH permission from FAE personnel. (Individual small packages and or cases may be brought in or out at any times, upon receiving permission from Security on duty).

## **13. EXHIBITOR SETUP / TEAR DOWN**

FAE allows the set-up the day prior to the convention opening. Further, tear down of the entire room is expected to take place by 10:00 AM on the day following closing day of the specific convention dates. Exhibitors' goods, possessions and products are not insured by FAE or the hotel. Further, Exhibitors are expected to cooperate fully with Security checks while transporting goods in and out of the convention floor areas. This includes the responsibility of Exhibitors to have available all necessary proof of convention participation, including, but not limited to, name badges at all times. Any items "left-behind" after the deadline of 10 AM on the day after closing day of the convention become the property of FAE and will be disposed of in any way FAE deems necessary. All furniture must remain in the suite. It may be moved, relocated to kitchen or bedroom as desired, but must be replaced to original position at completion of show. All shipping cartons & crates are to be stored in the suite.

## **14. VIOLATIONS OF REGULATIONS**

If FAE shuts down exhibitor's room due to exhibitor violating FAE rules and regulations, exhibitor will not receive a refund or damage compensation from FAE.

## 15. FORCE MAJEUR

It is agreed that in case said premises shall be destroyed by fire or elements or by any other cause or in case of government intervention or regulation, military activity, strikes, terrorism, or any other circumstances that make it impossible or inadvisable for FAE to hold the event at the time and place herein provided, then this agreement shall terminate and said exhibitor(s) shall and does hereby waive any claim for property or other damages or compensation.

## 16. SUPERSEDING CONTRACTS

This agreement is subject and subordinate to the agreement between the Hotel and any other facilities utilized by FAE, and covering FAE exhibit areas at these properties for the period of FAE, move-in through move-out.

## 17. ARBITRATION

Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in the State of Florida (location – FAE, Tampa offices) in accordance with the commercial arbitration rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## 18. ACKNOWLEDGMENT OF DEADLINES

The Exhibitor agrees to submit all the information that is required for their exhibit before all deadlines. **Exhibitor(s) may forfeit some services or prices may increase if information is not submitted by the indicated deadlines.**

**☐ REFER TO PAGE 2 OF THIS CONTRACT FOR DEADLINE SPECIFICS**

FAE makes reasonable attempts to contact each exhibitor ahead of time and makes available all forms needed through its website for directory listings, ad reservations, room/booth signs, name badges, pipe and drape rentals, and furniture rentals.

## 19. FOOD AND BEVERAGE

No Exhibitor shall offer food or beverage to attendees without written permission from FAE. All catering services must be commissioned by the Embassy Suites, Airport Westshore, in consideration of Hillsborough County and City of Tampa Health Regulations.

## 20. CARPET

Exhibitors may install overlay products on top of existing carpet with compliance to the following: all flooring must be secured, making sure there are no “trip-hazards”; No adhesives, glues, tacks, nails, etc., will be utilized by Exhibitors resulting in permanent damage to existing carpeting or décor. Exhibitors violating these rules shall be held accountable and charged accordingly.

## **21. ADHERENCE TO FIRE REGULATIONS**

All exhibitors will acquiesce to the Rules and Regulations set for by the Hillsborough County Fire Marshall's Office. Should any questions or improprieties arise, Exhibitors are expected to notify FAE Administrative Offices and comply with any findings applicable whether imposed by convention management or County officials.

## **22. TAXES**

Exhibitors will receive all necessary tax declaration paperwork supplied by the Florida Department of Taxation from FAE. Each exhibitor is expected to comply with any requests made by the Dept. of Taxation concerning sales, monies owed, etc., on their own. Exhibitors are fully responsible for their own tax calculations and any payments due the respective and applicable government agencies.

## **23. CHARACTER OF EXHIBITS**

FAE reserves the right to ask an Exhibitor to cease displaying any item or items deemed "objectionable", including, but not limited to: explicit or simulated sex, nudity, bloodshed or mutilation or any other similar materials found "NOT deemed for public display" by FAE officials. In the event such materials are discovered, FAE officials will ask that such materials be removed from said display. Should reoccurrences of previously deemed unacceptable materials be discovered, the Exhibitor will then be asked to close his display and expulsion from FAE will occur. Under such circumstances, no refund to the exhibitor will apply.

## **24. OUTSIDE CONTRACTORS**

Exhibitors may utilize the services of any outside contractors concerning construction, freight, display security and / or personnel, etc., but, upon demand, will be able to show that all governmental, hotel, and convention rules, regulations and pertinent laws are in full compliance.

## **25. ASCAP / BMI**

Exhibitor is responsible for all applicable ASCAP/BMI music licensing fees. No fees are required if music is used to demonstrate product capability.

## **26. PUBLICITY AND PROMOTION**

FAE shall have the non-exclusive right to use the name of all Exhibitors in both print and all nature of advertising media in connection with the promotion and publicity of FAE.

## **27. BINDING AGREEMENT / ACCEPTANCE OF TERMS**

This agreement when signed by FAE and the Primary Exhibitor constitutes a binding and legal agreement/contract between same. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event attorney's

fees or other costs are incurred in any action between Florida Audio Expo and the Exhibitor(s) covered by this agreement, FAE shall be entitled to recover said costs. By signing this agreement, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Primary Exhibitor. Having read the contract in its entirety the Primary Exhibitor agrees to be bound by the information and terms contained herein and to inform any sharing exhibitor(s) of said terms and that they are also bound by these terms. If FAE does not receive a signed copy of this contract prior to the time period encompassing the convention but the Primary and/or Sharing Exhibitors take possession of the aforementioned designated exhibit space, this will constitute implied consent. In the event of these circumstances the Primary Exhibitor and Sharing Exhibitors then indicate they have read and will comply with all the stipulations contained within the body of this contract.

## **Payment by Wire Transfer**

### **FLORIDA AUDIO EXPO**

#### **WIRE TRANSFER OPTION**

Routing # 263191387

Account # 0000240084007

Name: Suncoast Audio Fest LLC DBA Florida Audio Expo

Address: 1425 W Burger Street, Tampa, FL 33604



# CREDIT CARD AUTHORIZATION

## Florida Audio Expo

To charge my credit card listed below for the following amount: \$ \_\_\_\_\_

(Note: This is the TOTAL amount to be charged! Add the \$25 fee should you choose the split payment option.)

**Please select one option ONLY:**

OPTION #1: Charge the entire amount due in total NOW.

OPTION #2: Split Payments\* – Total amount due will be divided into two equal payments, the first due at the signing of this contract and the second due to be received no later than 1 October, 2018.

*\*All split payment plans: add \$25 to total amount due.*

SPECIAL TERMS: Indicate your requested Credit Card terms here if different than the above (2) options:

\_\_\_\_\_

Today's Date: \_\_\_\_\_

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

Card Type:

VISA  MASTERCARD  AMEX  DISCOVER  JCB Card

Number: \_\_\_\_\_

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

Signature of Cardholder: \_\_\_\_\_

Print Name of Cardholder: \_\_\_\_\_

Street Address of Cardholder: \_\_\_\_\_

City

State

Zip

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

DVV2: \_\_\_\_\_