

# VENDOR

# Contract



## RULES & REGULATIONS

1. Vendors shall be responsible for the contents of their booth at all times. Vendor releases the SoFlo Cake and Candy Expo®, herein known as the “Presenters”, of all liability for injury, loss, or damages resulting prior to, during, or after the event.
2. Vendors may not share, sell, or sub-let their space. Booths may only be used and occupied by the applicant and their registered guests.
3. Vendors may not possess, display, sell, or distribute any items that are offensive in nature, unlawful, or in poor taste. Any acts taking place or items within a vendor booth which the Presenters or staff deems violates these provisions shall be removed from the booth and such vendor/person will be subject to ejection from the event without refund.
4. Booth locations will be assigned by the Presenter on a first-come-first-served basis. Event floor plan is subject to change without notice. Vendors may request an area within the floor plan, but only the “category” of the booth is guaranteed.
5. If a requested booth is not available, the Presenter will notify vendor with available options prior to accepting payment.
6. Vendor may not use, occupy, or take up any space outside the perimeter of their booth(s). Additionally, Vendor acknowledges that their booth configuration will be an open plan that allows attendees visibility from the aisles from at least one side of the booth. Furthermore, Vendors must be considerate of other booths in their area as not to intentionally block other booths by using unapproved side walls/furniture. Any solid fixture should be placed as the back wall in the booth space.
7. No alcoholic or illegal substances are permitted inside the event at any time.
8. Vendor booth is not considered reserved until full payment is received.
9. Minimum 50% non-refundable deposit is due at time of application. Remaining balances are due by January 31, 2020.
10. Booth rental cancellations: Cancellations made more than 60 calendar days prior to the event are entitled to a 50% refund of rental fees. Any cancellations made less than 60 calendar days prior to event are not entitled to any refunds. All cancellation requests must be in writing to [Melanie@SoFloCakeAndCandyExpo.com](mailto:Melanie@SoFloCakeAndCandyExpo.com). Applicable refunds shall be issued within 30 calendar days of receipt of cancellation request.
11. Any photos or videos created during the event or released to the Presenters for promotional purposes become the property of the Presenters and may be used for future promotions during related or similar events.
12. Vendor acknowledges that any demonstrations held inside the vendor hall will be free of charge to all attendees. Charging fees for the demonstration of products inside the vendor hall is strictly prohibited.
13. The Presenters shall not be held liable for losses due to cancellation of the event for circumstances beyond their control. These include, but are not limited to, fire, flooding, acts of God, venue cancellation, or any other local events making the convention impossible or dangerous for attendees. Fees paid to the Presenter shall be fully refunded due to event cancellation for the above reasons.
14. Booths must be set up on Friday, April 24, 2020 between the hours of 7am-6pm. There will be no access to the venue after hours until one hour prior to the commencement of the event.
15. Booths, displays, and products may not be removed or dismantled prior to 4 p.m. on Sunday, April 26, 2020. And all items must be completely removed from the venue by 9 p.m. on April 26th, any items left will become property of the Presenters and may be destroyed.
16. Booths may only be occupied by those issued vendor or staff badges.
17. Vendors may not bring “special guests” or “celebrity guests” who may draw additional crowds without 90 days prior notice to SoFlo. SoFlo must approve in writing of each special guest. This is to ensure that SoFlo can effectively manage the safety and security of the vendors, guests, staff and attendees.
18. Products can only be sold in your booth. “Pop-up” stations cannot be established outside the boundaries of your booth space.
19. Building support columns are located throughout the venue. These columns are identified by black squares on the floor plan. It is your responsibility to ensure columns do not interfere with your booth set-up. Booths will not be moved or altered during set up day.
20. Booth dimensions are not exact and may vary +/- 1 foot in each direction.

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21. General announcements are played on four main speakers inside the vendor hall. The locations of these speakers are indicated on the floorplan by a RED X. It is your responsibility to be aware of your booth location in relation to the speakers.
22. No booth wall may exceed 10 feet tall.
23. Any signage SoFlo is requested to build will incur an additional cost of \$250 per sign
24. Any signage SoFlo is requested to hang will incur an additional cost of \$250 per piece.
25. Floor plan is subject to change without notification.
26. Terms and conditions subject to change without notice.
27. Indemnification. Vendor shall indemnify and hold harmless SoFlo Cake, and their respective officers, employees, agents, servants, agencies and instrumentalities ("Indemnified Parties") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the vendor and their respective officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and claims, demands, suits, causes of action or proceedings for personal injury and wrongful death arising out of, relating to or resulting from the negligent performance of this Vendor Contract and the duration of the Expo event by the Indemnified Parties.
28. Non-Assignability. This Vendor Contract shall not be assigned. This Vendor Contract shall be binding upon and inure to the benefit of the successors of the parties.
29. Modification or Termination. Any modification or deferral of any provision of this Vendor Contract shall not be effective unless in writing sent to the company address provided by Vendor at the time of execution of this Vendor Agreement.
30. Waivers. No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
31. Partial Invalidity. If any portion of this Vendor Contract shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Vendor Contract and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Vendor Contract.
32. Governing Law and Venue. The parties intend and agree that this Vendor Contract shall be governed by and construed in accordance with the laws of the state of Florida. Venue for any proceedings or disputes pursuant to this Vendor Contract shall be in Miami-Dade County.
33. Entire Agreement. This Vendor Contract contains the entire agreement between the parties concerning the rental and use of the Booth, and supersedes all prior written or oral agreements between the parties to this Vendor Contract. No addition to or modification of any term or provision shall be effective unless in writing, signed by Presenters.
34. It is solely the vendors responsibility to collect and report any and all sales tax collected during SoFlo Cake and Candy Expo® 2020. SoFlo Cake and Candy Expo® will not withhold or remit any sales tax on behalf of vendors and does not assume any responsibility for assuring that any Federal, State or Local sales taxes are reported or paid to the agencies.

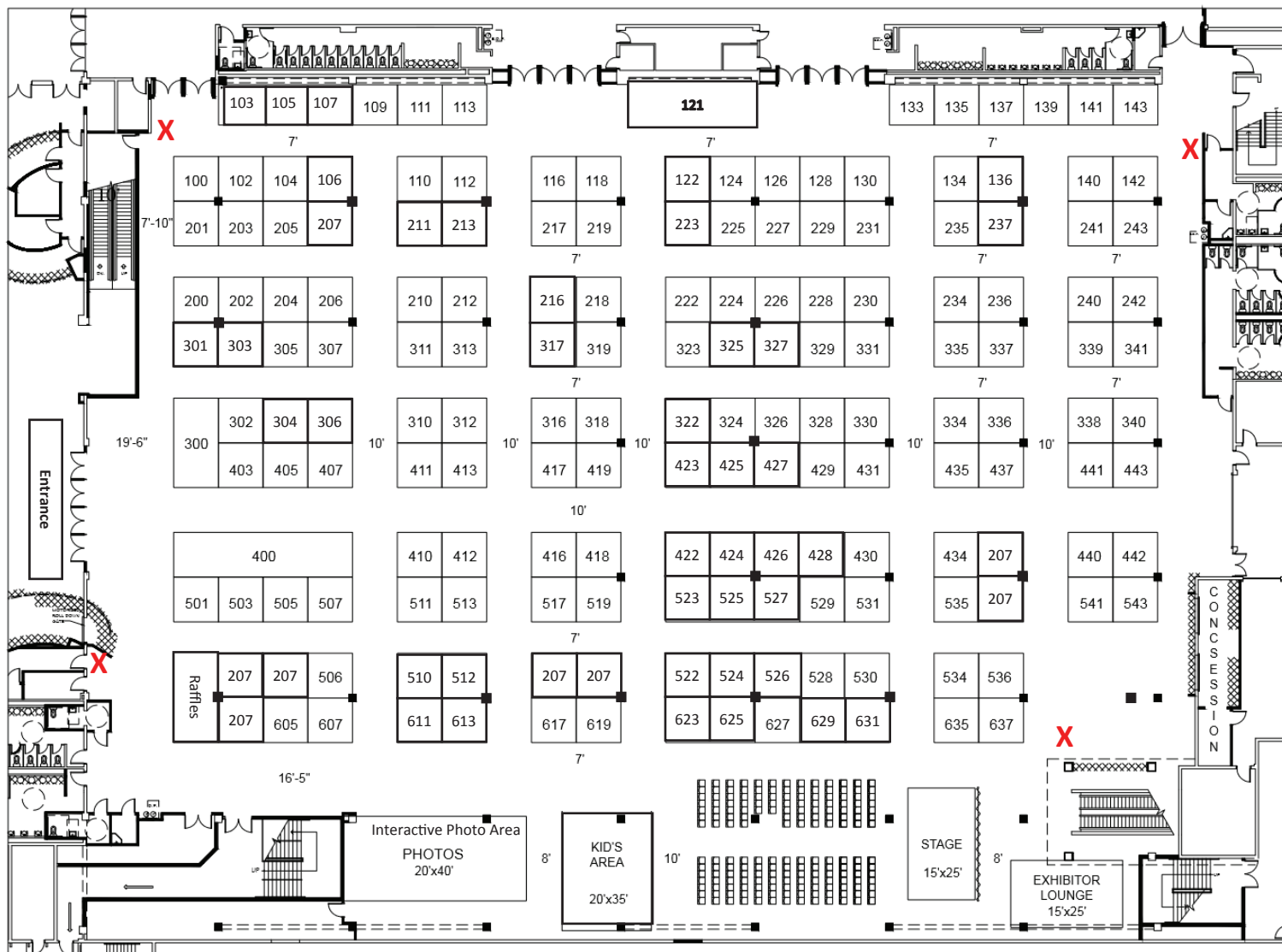
By signing below, completing the Vendor Application, or paying vendor booth fees you acknowledge that you have read, understand, and agree to abide by the above Rules and Regulations. You further understand and agree that the SoFlo Cake and Candy Expo®, and any sponsors, instructors, or employees shall not be liable and assume no responsibility for any losses, damages, or theft of products delivered to, used at, or displayed during the event. You also agree to hold harmless and indemnify the SoFlo Cake and Candy Expo®, and any sponsors, instructors, or employees of the event against any and all claims, liability, losses, damages, injuries, and liabilities as a result of your participation, travel to/from, and attendance at the SoFlo Cake and Candy Expo®.

Signature \_\_\_\_\_ Name \_\_\_\_\_ Company Name \_\_\_\_\_ Date \_\_\_\_\_

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### FLOORPLAN



I have reviewed the location of the columns (Black Squares) and main speakers (Red X) on the 2020 Floorplan.

Signature \_\_\_\_\_ Name \_\_\_\_\_ Company Name \_\_\_\_\_ Date \_\_\_\_\_