

Viva Cape Coral!

Saturday, April 28, 2018 • 5:00 PM – 10:00 PM
 Corner of Lafayette St & Vincennes St
 Downtown Cape Coral

<u>No.# Space assigned</u>

Company _____ Date _____
 Contact name _____ Phone _____
 Address _____ Fax _____
 City _____ State _____ Zip _____
 Cell _____ E-mail _____

Please indicate what type of food product or service the Company will be promoting at the event. (The sale of water, sodas or liquor is not permitted):

<u>FOOD VENDOR REGISTRATION</u>			
◆◆◆◆◆ General Registration ◆◆◆◆◆			
<u>Item</u>	<u>Single</u>	<u>Double</u>	<u>Total Cost</u>
<input type="checkbox"/> Space & Electricity	\$450.00	\$675.00	\$ _____
<p>**Food vendors MUST provide Food & Beverage permit and General Liability Insurance naming the Hispanic Chamber and the City of Cape Coral as additional insured.</p>			
			Subtotal: \$ _____
			Final total amount due:
<p>Credit Card payment: () Visa () MasterCard () Check</p>			
Card #: _____		Exp date: _____	
Billing address: _____		City/State/Zip: _____ CVV: _____	
Card holder name _____		Signature _____	

() Yes, reserve my space for the "Viva Cape Coral!" Festival scheduled for Saturday, April 28, 2018, in Downtown Cape Coral on the corner of Lafayette St & Vincennes St, Cape Coral, FL. I am enclosing a company check, cashier's check, money order or credit card information made payable to:
Southwest Florida Hispanic Chamber of Commerce

Please Note: All vendors must provide Proof of Liability Insurance coverage, including a Certificate of Insurance naming the Southwest Florida Hispanic Chamber of Commerce and the City of Cape Coral as additional insured. Please use the following information:

Southwest Florida Hispanic Chamber of Commerce
 1400 Colonial Blvd., Ste. 250, Fort Myers, FL 33907

City of Cape Coral
 1015 Central Park Blvd, Cape Coral, FL 33915

 Exhibitor's Signature

 Chamber's Sales Representative

 Date

 Date



Southwest Florida Hispanic Chamber of Commerce
1400 Colonial Blvd., Ste. 250, Fort Myers, FL 33907
Tel: (239) 418-1441
www.hispanicchamberflorida.org

Viva Cape Coral!

Saturday, April 28, 2018 • 5:00 PM – 10:00 PM

Downtown Cape Coral

Corner of Lafayette St & Vincennes St, Cape Coral, FL

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

To simplify this agreement, the following definitions will apply. 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 who has been assigned space in the named Event, or any agent, representative or employee of the Exhibitor. **Chamber** means **Southwest Florida Hispanic Chamber of Commerce**. The words, **Festival, Event** and **Show**, refer and mean **the Viva Cape Coral! Festival in Cape Coral, Florida**. **Locale, Event Venue** refers to **Event Location** (Corner of Lafayette St & Vincennes St, Cape Coral, FL 33990) for the **Viva Cape Coral! Festival** and any property being utilized by the SWFL Hispanic Chamber of Commerce.

1. SPACE ASSIGNMENT

- a. In order to participate in the Exhibition, registrants must complete the official Registration Form provided by the Chamber. 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.
- b. The Chamber reserves the right to grant or refuse any registration for any reason. The Chamber will do all it can to provide an Exhibitor the table or booth space applied for and in their preferred location as long as it consistent with the general arrangement of the Event. The Chamber shall be entitled in its absolute discretion to vary the space and/or position even if already assigned.

2. PAYMENT FOR PARTICIPATION

- a. Check, Money Order or Cashier's Check, cash and credit cards are all acceptable forms of payment. All forms of payment are to be made payable to Southwest Florida Hispanic Chamber of Commerce and mailed to the address shown on this Registration Form. All payments for table space will be in accordance with the terms and conditions as outlined in this Registration Form.
- b. Exhibitor agrees that once they have submitted a Registration Form to the Chamber, even without a deposit, the Registration Form will be considered valid, legal and binding. Exhibitor will still be invoiced. Exhibitor agrees to pay the balance in accordance with the terms and conditions specified in this Registration Form. If balance is not paid by due date, space will be reassigned and Exhibitor's deposit will thereby be forfeited.
- c. Prior to the Event date, all Exhibitors must have paid all fees related to their assigned space before they are allowed to set up. No Exhibitor will be permitted to set up on the Event date if an unpaid balance is outstanding. If the unpaid balance is not paid by 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. The Chamber reserves the right to refuse entry to the Event to any Exhibitor that has an unpaid outstanding balance due to The Chamber for table space assigned. The Exhibitor will forfeit their deposit due to non-payment of balance by due date. If any legal action or other proceedings are taken to enforce this registration agreement and its Terms & Conditions, The Chamber shall be entitled to recover court and attorneys' fees and other costs incurred due to any action or proceedings taken.

3. CANCELLATION OF ASSIGNED SPACE BY THE CHAMBER

- a. The Chamber reserves the right to cancel any assigned space for any reason at any time it deems necessary. If an Exhibitor is caught having been involved in any unethical trading, business dealing or any malpractice, especially if it endangers the reputation of the Chamber and/or any of its businesses, the Chamber will consider this reasonable grounds for cancellation of assigned space.

4. POSTPONEMENT, CANCELLATION OR ABANDONMENT

- a. If the Event has to be postponed, cancelled or abandoned due to any cause outside the control of the Chamber, 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 Chamber will not refund any Exhibitor fees to the Exhibitor.
- b. The Chamber will give Exhibitor credit toward any future events within one calendar year from the date of the cancelled Event. This will be at the absolute discretion of the Chamber.
- c. 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 Chamber and reasonable compensation to the Chamber, but in no case shall the amount of the refund exceed the exhibit fee paid. Exhibitor or any outside party not related to the Chamber shall not have any right to an accounting review or audit of the financial records of the Event.

5. CANCELLATION BY EXHIBITOR

- a. 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 the Chamber no later than 45 days prior to the date of the Event. The Chamber will NOT REFUND to Exhibitor any payments received for this Event.
- b. Payments received by the Chamber may be credited to any future Chamber events, scheduled within one calendar year from the date of cancellation. Exhibitor will forfeit any payments not re-allocated towards another Chamber event within that calendar year.
- c. If an Exhibitor cancels their registration and agreement within 44 days prior to the opening of the Event, the total amount due will become payable and all deposits forfeited. All notices of cancellation must be in writing. No verbal notices of cancellation will be accepted under any circumstance.

6. TRANSFER, SHARING AND SUBLETTING OF ASSIGNED SPACE

- a. Exhibitor is not allowed to transfer, sublet or share, in whole or in part, the table or booth space assigned to Exhibitor without the expressed, prior, written consent of the Chamber. Exhibitor can only sell or promote products or services for a business(es) they wholly own and/or operate.

7. LIABILITY FOR LOSS, DAMAGE, ACCIDENT, ETC

- a. All Exhibitors participating at 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.
- b. The Chamber will not be held liable for such loss(es), injury(ies) or accident(s), and all Exhibitors shall keep the Chamber indemnified with respect to losses or damages to property of The Chamber, its employees, contractors or agents, other Exhibitors, their employees or agents and the general public. However caused, any Exhibitor responsible for damage or loss to property of the Chamber and/or the Event Venue, is responsible for payment in full for such loss or damage.
- c. The Chamber will not be responsible for the malfunction and loss of equipment due to lightning, power outage, vandalism and/or terrorism.

8. EQUIPMENT AND GOODS USED AT EVENT VENUE

- a. Extra booth fittings and exhibits must conform to the requirements of the Chamber, Event Venue management, the local Fire Department and any other authority under whose jurisdiction the Event Venue falls. The Chamber 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.

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

- a. Exhibitors shall not deliver any goods or try to set up their space at the Event Venue before 3:00pm on the day of the Event.
- b. Exhibitors must be set up by 4:30pm on the day of the Event
- c. Upon finalization of the Event, ALL property belonging to Exhibitors must be removed from the premises of the Event Venue no later than 11:00pm on the day of the Event. Exhibitors will indemnify the Hispanic Chamber for all costs incurred by Exhibitors with respect to such property being on the Event Venue site outside the declared hours.

11. REMOVAL OF EXHIBITS

- a. Exhibitors are not allowed to dismantle, breakdown or remove any part or all of their space prior to 9:30pm. Exhibitors who breakdown 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 Chamber.

12. EXHIBITING AND MANNING SPACE

- a. All Exhibitors must staff their tables or booths throughout the scheduled hours of the Event. If an Exhibitor has not arrived or set up one hour prior to opening time, The Chamber may reassign said space to another Exhibitor. In this case, all payments made to the Chamber will be forfeited.

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

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

15. CONDUCT OF EXHIBITORS

- a. Exhibitors are expected to conduct themselves in a professional manner 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 Chamber, their representatives, employees or agents, The Chamber reserves the right to have that person(s) removed from the premises and not allow them to re-enter for the remainder of the Event.
- b. 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.

16. REPRODUCTION OF ANY PART OF EVENT OR SHOW

- a. 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 Chamber, its representatives, employees or agents.
- b. Exhibitors agree that the Chamber may take 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 Chamber.
- c. Exhibitors and their representatives release and consent the Hispanic Chamber to take a photograph(s) and a video(s) of them, their booths, personnel and any other items related to the Event.

17. ELECTRICAL SUPPLY, LIGHTING, ETC.

- a. Electrical service is available at an extra cost. Extension cords and lighting shall be provided by Exhibitors. Exhibitors must order access to outlets through the Chamber or its representatives, employees or agents. All electrical fittings, lighting and other devices must be in accordance with the regulations of local authorities, Event Venue and the Chamber. Exhibitors must not tamper with or draw power from any electrical device other than that supplied to them by the Chamber or its authorized agents. **A penalty of \$250.00 will be imposed on any exhibitor hooked to outlets without authorization and payment.**

18. SECURITY SERVICES AND RESPONSIBILITY FOR LOSSES

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

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

- a. The Chamber, its officers, employees and authorized agents reserve the right to change booth locations and/or floor plans as needed, without notice.

20. POSSIBLE COPYRIGHT INFRINGEMENT IN THE USE OF MUSIC

- a. 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. The Chamber or Event Venue does not have any licensing agreements for music usage.

21. VIOLATION OF TERMS & CONDITIONS

- a. All Exhibitors understand and agree that if they violate any of the foregoing terms and conditions or any other policies herein set forth by which they have agreed to abide by or any subsequent modifications thereof, the Chamber may void the Agreement between itself and Exhibitor. The Chamber will dismiss Exhibitor, their representative(s), employee(s), agent(s) and goods from the Event, without liability to the Chamber, 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.
- b. Pursuant to Section 21(a) the Chamber may retain Exhibitor's goods or take legal action against the Exhibitor with respect to any monies due by Exhibitor to the Chamber for table or booth space or for the expense of dismissing Exhibitor, their employees and goods from the Event as outlined above or otherwise.

22. CANCELLATION OR ABANDONMENT OF EVENT VENUE

- a. If for any reason the Chamber deems it impossible to hold the Event at the specified venue on the scheduled registration date, the Chamber reserves the right to, at its discretion: (1) postpone the Event until a later date as the Chamber deems reasonable; (2) secure an alternative location to host the Event (one that the Chamber deems suitable for the purpose of the Event); (3) hold the Event on the dates specified in the Registration Form or as near thereto as possible or (4) declare the Event abandoned and cancelled.
- b. In the Event the Exhibition is cancelled or abandoned by the Chamber for any reason other than stipulated in Section 4, the Chamber will refund to all Exhibitors, in good standing, any money received.

23. AMENDMENTS TO TERMS & CONDITIONS

- a. In order to protect the Event and its business endeavors, the Chamber reserves the right to alter, modify, amend, delete or add to any of the Terms and Conditions. The Chamber 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 of the above. This agreement shall be governed under the laws of the State of Florida.

Exhibitor's Signature

Date

SWFL Hispanic Chamber Sales Representative

Date

Questions? Please call our office 239.418.1441