

Contract Terms and Conditions

The following supplements the registration form

Date and Location: The 18th Annual Chamber South Business EXPO will be held Thursday, May 17th, 2017, at Dadeland Mall, located at 7535 N Kendall Dr, Miami, FL 33156, Miami, FL 33156, from 12:00 pm to 8:00 pm.

Right of Refusal: Chamber South reserves the right, at its sole discretion to decline to rent space to any potential exhibitor.

Space Rental and Assignment: Rates and partnership packages are pre-determined as specified on the 18th Annual Chamber South Business EXPO registration form. Chamber South will determine space assignment based on availability. Chamber South reserves the right to reassign the location and site of the booth whenever reasonably necessary in order to enhance the success of the EXPO. 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 Chamber South has the right to make changes deemed 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, Chamber South reserves the right to terminate this contract, and all moneys paid by the exhibitor may be retained by Chamber South. The exhibitor shall and will waive any claims for property or any other damages or compensation from Chamber South.

Payment 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 May 17th, 2017.

Set Up and Take Down of Your Exhibit: Exhibits MUST be completely set up no later than 11:30 am and ready for inspection. Access will be granted after 12:00 pm. Electrical hook ups are limited. NO EXHIBIT shall break down or be removed prior to 7:45 pm.

Printing and Advertising: Exhibitors or partners who purchase exhibit space after the April 10th, 2017, deadline are not guaranteed 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 existing laws.

Insurance and Liability: It is understood that all property of the exhibitor shall remain under the exhibitor's custody and control, in transit to, within, or from the confines of the exhibit hall, subject to the rules and regulation of the show. Neither Chamber South nor the representatives, agents or employees thereof, nor the management of the exhibit venue nor its representatives, agents or employees, nor the service contractor, nor any member of the exhibition, will be responsible for any injury, loss or damage that may occur to the exhibitor, its employees or property from any cause whatsoever, neither prior, during, or subsequent to the period covered by the exhibit contract during the exhibit. It is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty or effective supervision of, and protection of large numbers of removable articles in numerous booths, and various other factors make it reasonable and explicitly understood that each exhibitor shall assume the risk of any injury, loss, or damage, and the exhibitor by signing the contract hereby assumes such risk and expressly releases the organizations and individuals referred to above from any claims for any such loss, damage, and/or injury. Therefore, exhibitor assumes all responsibility and

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, Chamber South its directors, officers, employees, volunteers, representatives, and agents, the event holders, event partners, event directors, event volunteers ("Releases").

(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 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 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 agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, partners, organizers, and/or assigns without compensation or notice to me.

Participant Signature: _____

acknowledges that Chamber South and the management of the exhibit venue do not maintain insurance covering exhibitor's property, employees, representatives, guests, and/or agents; and that it is the sole responsibility of exhibitors to obtain business interruption, property damage and injury 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 competent jurisdiction located in Miami-Dade County, Florida.

Indemnification: The Exhibitor shall indemnify and hold Chamber South and Dadeland Mall, LLC harmless from 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 Exhibitor's use of the booth, equipment and/or Exhibitor's involvement in the Chamber South 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 costs 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 authority and power to do so.

Entire Agreement: Exhibitor agrees that there are no oral or written agreements or representations 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.

Sales: Exhibitors must comply with the State of Florida retail sales rules and regulations and must obtain the required County/State licenses or permits. Sales tax collection and payment is the sole responsibility of the exhibitor. Force Majeure - If the EXPO venue is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, such as a strike or a riot, civil disorder or act of war, act of God, hurricane or other adverse weather condition or loss of power, renders the fulfillment of this Contract by Chamber South impossible or impracticable, then this Contract shall be terminated. The Exhibitor shall not be entitled to the return of any monies paid to Chamber South; however, Chamber South will make a good faith attempt to reschedule the EXPO as soon thereafter as possible. Notwithstanding the foregoing, if Chamber South's impossibilities or impracticality of performance is due in part to the acts or omissions of the Exhibitor, its agents, employees, members, licensees, or invitees, then Exhibitor shall not be entitled to any credits, and Exhibitor shall be fully liable for the entire fee charged hereunder, as well as any other damages that may result from such act or omissions. Exhibitor hereby waives any claim for damages or compensation against Chamber South on account of termination of the EXPO under this provision.

Exhibit Restrictions: Non-exhibitors will not be permitted to solicit business in any manner.

Permission to be Photographed: In consideration of my application and permitting me to participate and/or volunteer in the Chamber South 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.