

**THE FESTIVAL MARKETPLACE  
BOAT SHOW AND MARINE MARKET  
APRIL 27 - 28, 2019**

**“APPLICATION AND CONTRACT FOR EXHIBIT SPACE”**

We hereby submit the application to reserve and lease exhibit space(s) for *BOAT SHOW AND MARINE MARKET at The Festival Marketplace Front West Parking Lot April 27 – 28, 2019* and agree to be bound by the terms as set forth herein on page 2 of 2 of this Contract as they pertain to Exhibitors.

55' x 60' Boat Dealer Space = \$3000 \* #'s B1 – B12

1st Choice: \_\_\_\_\_ Alternates: \_\_\_\_\_

10' x 18' Space = \$199 \* #'s 1-46 \* Vendors Bring Tent

1st Choice: \_\_\_\_\_ Alternates: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

Products and / or Services to Be Displayed (Item 5 “Terms & Conditions Page 2 of 2): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(Signee Agrees to be bound by the “Terms & Conditions” listed on Page 2 of 2)*

Note: *Applications submitted without payment **will not** be processed until deposit payment is received*

Amount Remitted Application: \_\_\_\_\_ Payment Type: \_\_\_\_\_

If paying by check please make payable to: **Professional Show Management Inc.**

Credit Card Number: \_\_\_\_\_ Security Code (CVC): \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Zip (Billing Address): \_\_\_\_\_

Card Holder’s Name (as it appears on card): \_\_\_\_\_

Sales Rep:  Jackielou  Dee Dee  Gary  Roger

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**PROFESSIONAL SHOW MANAGEMENT INC.  
351 S. CYPRESS ROAD, SUITE 210H  
POMPANO BEACH, FL 33060  
OFFICE LINE: 954.946.6164 / SHOW MANAGER DIRECT LINE: 772.486.4969**

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**“TERMS & CONDITIONS FOR EXHIBITORS”**

- 1) **Sale of Merchandise:** Goods exhibited may be sold for delivery during the show. “Cash and Carry” sales will be permitted.
- 2) **Light and Power:** Sufficient light is provided for adequate general illumination of the entire area but no individual electric outlet is included in the cost of exhibit space. All electric services will be handled by the approved electrical contractor. Tables, chairs are available for rent through Exhibitor Services. A rate sheet and order form for the above items will be included in the Exhibitor Package, or it can be faxed or emailed by request.
- 3) **Dismantling:** The Exhibitor agrees not to dismantle their booth, nor pack anything before the show closes. If an Exhibitor dismantles booth display prior to the show closing, the Exhibitor agrees to be liable to PROFESSIONAL SHOW MANAGEMENT INC. Inc. in the amount of \$500 dollars which may be charged to the credit card on file, or invoiced.
- 4) **All exhibition space** shall be allotted by or under the authority of PROFESSIONAL SHOW MANAGEMENT INC. Inc. The Exhibitor agrees not to sublease or add unauthorized exhibits, products and / or services in their space that aren't listed on Page 1 of 2 “Products / Services to Be Displayed”.
- 5) **In the event the Exhibitor defaults in its obligations,** hereunder this contract, at the option of Show Management, Inc. shall be terminated whereupon all payments made hereunder shall be retained by PROFESSIONAL SHOW MANAGEMENT INC. Inc. for liquidated and agreed damages. In such an event, the space shall be available for use by PROFESSIONAL SHOW MANAGEMENT INC. Inc. Exhibitor shall be liable for all damages caused by its' default including but not limited to court costs and attorneys' fees. In addition, a first lien is expressly recognized against Exhibitors' display or merchandise for any unpaid or uncollected balances still owed upon close of the event. These said balances shall be paid only by cash, cashier's check or money order.
- 6) **Indemnification:** Exhibitor, without regard to assignment, lease, sublease or dealer occupancy, shall indemnify, hold harmless, defend and reimburse PROFESSIONAL SHOW MANAGEMENT INC. Inc., the owner/operator of the event facility and their managers, officers, agents and employees from any and all losses, claims, liabilities, damages, actions, judgments recovered from or assessed against Exhibitor or above named indemnity, plus expenses, including without limitation, attorneys' fees and expenses for any injury to or death of any persons or any loss of, through theft or otherwise, or damage to property arising in any way in connection with the event or the Exhibitor's negligent use of the space.
- 7) **In the event this contract is terminated** by causes beyond PROFESSIONAL SHOW MANAGEMENT INC. Inc.'s control (including but not limited to) an act of war, terrorism, insurrection, riot, fire, strike, government intervention, floods or acts of nature, or acts of God, PROFESSIONAL SHOW MANAGEMENT INC. Inc. shall not have any liability whatsoever.
- 8) **PROFESSIONAL SHOW MANAGEMENT INC. Inc. shall not be responsible** for any loss of or damage to any property of the Exhibitor for any reason including theft, unless such loss or damage is caused by the gross negligence of PROFESSIONAL SHOW MANAGEMENT INC. Inc. nor any of its' employees. Exhibitor is required to follow and use any of the security arrangements made by PROFESSIONAL SHOW MANAGEMENT INC. Inc. for property and valuables when the event is not open. In addition, Exhibitor is required to provide and keep in force during the event period, including move-in and move-out hours, insurance coverage.
- 9) **The Exhibitor agrees to obey all rules** in the event location which may now be in existence or which hereafter may be made; and to abide by the rules and regulations of the Department of Buildings, Fire and Health and such other departments whose duties embrace regulations of exhibits, etc... All necessary licenses and permits required by City, County, State and / or Federal authorities for the operation of any Exhibitors' display must be secured by the Exhibitor at its own risk and expense prior to the installation of his exhibit. Electrical work will only be permitted to be performed by in-house electrician.
- 10) **All balances must be paid in full thirty (30) days prior to the event** unless prior written arrangements have been made between Exhibitor and PROFESSIONAL SHOW MANAGEMENT INC. Inc. Furthermore, any unpaid balances will be billed to the credit card on file thirty (30) days prior to the event. Exhibitor remains liable for the balance if they reserve (lease) exhibit space but fail to participate.
- 11) **All Exhibitors acknowledge that by signing the “Contract and Application for Exhibit Space” they are legally bound by the aforementioned “Terms and Conditions for Exhibitors”.**