



October 23-25, 2020 The Ocean Center, Daytona Beach

Presented by: The Daytona Beach News-Journal

APPLICATION AND EXHIBIT SPACE CONTRACT

The undersigned exhibitor ("Exhibitor") desires to exhibit in the 60th Fall Home Show, October 23-25, 2020 at the Ocean Center. Exhibitor hereby applies for the following exhibit space.

(select four space locations in order of preference - we cannot guarantee any location but will do our best to accommodate your preference)

1. _____ 2. _____ 3. _____ 4. _____

* Booth location & floor plan is subject to change.

Note: Two or more booths may be combined to create larger space. Show organizer, CA Holdings LCC, d/b/a The Daytona Beach News-Journal (hereafter referred to as "Management"), wherever possible will attempt to comply with booth location requests on first come, first serve basis. **Show Management reserves the right, in its sole and absolute discretion, to make final determination of all space assignments in the best interests of the exposition.** Upon acceptance of this application by Management, this application becomes a contract, and by execution and delivery hereof, the undersigned agrees to all terms and conditions set forth herein and on the reverse side.

In order for this application to be processed and confirmed, a deposit MUST accompany this application according to the schedule.

A. All applications received before September 23, 2020 require 50% deposit.*

B. All applications received after Sept. 23, 2020 require 100% payment to reserve booth space.

Management reserves the right to terminate this contract for Exhibitor's failure to make timely payment, and upon such termination, Exhibitor forfeits all rights to any deposit already paid.

Cancellation & Termination: The Exhibitor shall have the right to cancel this agreement in writing no later than 30 days prior to the opening date of the Show. In the event that the exhibitor notifies the management less than 30 days preceding the opening of the show, the exhibitor is still liable for full payment of the space rental under this agreement. This fee is non-transferable.

Payment: Payments accepted are cash, credit cards (Visa or Mastercard), debit cards, check, money order, ledger account and certified check.

* Must provide 501 C3 documentation approval

Non-Profit Agreement

10'X10' BOOTH, \$100

Includes: Exhibit space only.

Parking Pass.....\$15

(entire weekend)

Total _____

- For Electrical Information please contact Power Source at (407) 351-4158
- For Table, Chairs & Carpet Rentals please contact PME Exp. Services at (407) 730-3886

*****I understand that my booth MUST include carpet that covers the entire booth space purchased.**

(client initials required)

Return application and deposit to:

FALL HOME SHOW

News-Journal

P.O. Box 2831, Daytona Beach, FL 32120-2831

All payments due by September 23, 2020

Make checks payable to The News-Journal.

Call your ad representative for pick up or fax to 386.258.0221

EXHIBITING COMPANY INFORMATION (Please print or type)

Firm Name: (Referred to herein as "Exhibitor") _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ E-mail **(required)** _____

Authorized by: _____ Signature (x) _____

What product(s) will you be displaying in your booth(s)?: _____

We DO NOT want to be located next to, or directly across the aisle from: _____

Management cannot guarantee placement, but we will do best to accommodate requests

DO NOT WRITE BELOW THIS LINE

Accepted by Management (Please print or type)

N-J Sales Rep: _____ Rep# _____ Date: _____

Paid _____ Booths Assigned _____ N-J Acct.# _____

Event Manager _____ Date _____ Cash Account Ledger Account

Notes _____

EXHIBITION TERMS AND CONDITIONS

- 1. AGREEMENTS:** By signing the Contract for Exhibit Space, Exhibitor agrees to abide by these Rules and Regulations and all amendments thereto and the decisions of Show Management. For purposes of this Agreement, (i) the term: "Show Management" shall mean The Daytona Beach News-Journal and its respective agents including CA Florida Holdings, Inc. DBA: The Daytona Beach News-Journal, (ii) the term "Exhibit Hall" shall mean the Ocean Center or any other exhibit hall or facility designated by Show Management in the future, (iii) the term "Exhibitor" shall mean the company that has submitted this Contract, and (iv) the term "Rules" shall mean these Rules and Regulations.
- 2. UNDESIRABLE ACTIVITIES:** Exhibitor agrees that its exhibit shall be admitted into the Show and shall remain from day to day solely on strict compliance with all the rules herein described. Show Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part after Show Management's good faith determination is communicated to Exhibitor that the exhibit or Exhibitor is not in accord with the Contract or the Rules.
- 3. BOOTH ASSIGNMENTS:** Space assignments will be made only after receipt from Exhibitor of this Contract and applicable advertising commitment, in writing. After assignment, space location may not be changed, transferred, or canceled by Exhibitor except upon written request and with the subsequent written approval of Show Management. Notwithstanding the above, Show Management reserves the right to change location assignments at any time, as it is may, in its sole discretion, deem necessary. Show Management shall have the right to deny use of exhibit space to any prospective exhibitor who intends to exhibit merchandise or services which, in the opinion of Dispatch, do not constitute merchandise or services in keeping with the character and quality of the Show. Show Management has the right to remove from the Exhibit Hall or prohibit the admittance to the Exhibit Hall, any person who engages or has engaged in conduct in the Exhibit Hall before, during, or after the Show which, in the sole judgment of Show Management, is offensive to the character of the Show. Show Management has the right to refuse to enter into any future agreements with Exhibitor with respect to the use of exhibit space in future shows for any or no reason. Show Management reserves the rights to all exclusivity options, exclusivity requires written pre-approval from Show Management and is the sole discretion of Show Management.
- 4. BOOTH REPRESENTATIVES:** Booth representation is limited to Exhibitor. Exhibitor shall not permit in its booth a non-exhibiting company representative. Exhibitor shall staff its booth during all open Show hours. Booth Representative shall at all times wear badge identification approved by Show Management. Show Management may limit the number of booth personnel at any time. All Exhibitors, their Booth Representatives, employees and agents shall be properly attired and conduct themselves in a professional manner while at the Exhibit Hall.
- 5. USE OF DISPLAY SPACE:** a) Restrictions on Space Rental: Without the express written permission of Show Management, Exhibitor may not (i) sublet, subdivide or assign its space, or any part thereof, (ii) purchase multiple booths for the purpose of subletting or assigning to third parties, or (iii) permit in its booth any non-exhibiting company representative. Only companies or individuals that have contracted directly with Show Management shall be listed in the Show Directory or allowed on the Show floor as an exhibitor. Only one company name per booth will be listed on any booth sign. No signs or advertising devices shall be displayed outside the exhibit space other than those furnished by Show Management. Failure to comply with this provision may be sufficient cause for Show Management to require the immediate removal of the exhibit and/or the offending Exhibitor, at the expense of Exhibitor. Failure to comply may also result in forfeiture of all fees paid. In addition, all booths must comply with the requirements and restriction of the Show. An exhibit that exceeds any limitations will have to be altered to conform to such requirements at Exhibitor's expense.
- 6. INSTALLATION AND REMOVAL:** Show Management has full discretion and authority over the placement, arrangement, and appearance of its items which Exhibitor displays. Installation of all exhibits must be fully completed at least one (1) hour prior to the opening time of the Show. If Exhibitor does not meet this deadline, Exhibitor will not be allowed to set up until two (2) hours prior to the next day's Show hours. Any space not claimed by 10am on Friday, October 23, 2020 may be resold or reassigned by Show Management, without refund or credit. All exhibit and booth materials must be removed by Noon Monday, October 26th, 2020. Show Management reserves the absolute right to inspect any items removed from the exhibit.
- 7. EARLY REMOVAL OF EXHIBITS NOT ALLOWED:** a) No exhibit shall be packed, removed or dismantled prior to the closing of the Show. If Exhibitor acts in breach of this provision, it shall pay as compensation for the distraction to the Show's appearance, an amount equal to the total space charge/advertising commitment for Exhibitor's allocated area, in addition to all sums otherwise due under this Contract. b) For security reasons, any equipment removed from the Exhibit Hall prior to the official closing of the Show shall require a special pass issued by Show Management.
- 8. PROHIBITED ACTIVITIES:** (a) No cooking may take place in Exhibitor's space. b) All demonstrations, sales, activities, and distribution of circulars and promotional material must be confined to the limits of Exhibitor's booth. Exhibitor must not place equipment for display or demonstration in such manner as to cause observers to gather in the aisles. All equipment for display or demonstration must be placed within the assigned booth to attract observers into the booth. c) Exchange of money or consummating the sale of goods or services on the Exhibit Hall floor is prohibited. Orders may be taken for future delivery only. d) Exhibits which include the operation of musical instruments, radios, sound motion picture equipment, public address systems, or any noise-making machines must be operated so that the noise resulting therefrom will not annoy or disturb adjacent exhibitors or their patrons. e) Exhibitor is prohibited from displaying any devices or objects in the booth that exceed the length of the back wall without prior written approval from Show Management and the Exhibit Hall. f) Animals and pets are not permitted in the Exhibit Hall except in conjunction with an approved exhibit, display or performance legitimately requiring use of animals. Guide and service dogs are permitted. g) Exhibitor is not allowed to conduct any activities that could be considered an illegal lottery under applicable laws. h) Electrical equipment that is not UL approved may not be used in the Exhibit Hall. No wiring, installation of spotlights or other electrical work shall be done except by the electrical contractor authorized by Show Management or the Exhibit Hall. i) Exhibitor must maintain the booth space as to appearance, signs, trip hazard and cleanliness in a manner reasonably suitable and in keeping with the character and quality of the Show.
Electricity, gas, water, and other utilities, as well as other special services needed by individual Exhibitors, are provided only when the Exhibitor orders and agrees to pay for them specifically from the persons authorized to apply such services in conformity with all governmental, insurance, and other requirements established by Show Management in its discretion.
- 9. RIGHT OF ENTRY AND INSPECTION:** Show Management, in its absolute discretion, shall have the right at any time to enter the area occupied by Exhibitor or otherwise inspect Exhibitor's material.
- 10. BOOTH MAINTENANCE:** Exhibitor is required to maintain the daily cleanliness of its booth. Cleaning of booths shall take place at all times other than Show hours. Show Management will be responsible only for the cleaning of aisle space and public areas.
- 11. CARE OF BUILDING AND EQUIPMENT:** Exhibitor and all its agents shall not injure or deface any part of the Exhibit Hall, the booths or booth contents or Show equipment and décor. Exhibitor shall care for and keep in good order space occupied by it and surrender such space at the close of the Show in the same condition as it was when it was taken over. If the space occupied shall be damaged by Exhibitor, employees, patrons or guests, Exhibitor shall pay such amounts as are necessary to restore the space to its original condition.
- 12. CANCELLATION BY EXHIBITOR:** Exhibitor specifically recognizes and acknowledges that Show Management will sustain certain losses if Exhibitor cancels its exhibit space after it has been assigned and confirmed by the Show Management. Due to the difficulty, if not impossibility of determining and proving said losses, Exhibitor agrees to pay the following amounts as liquidated damages, and not as a penalty. If Exhibitor cancels all or part of its exhibit space on or within the time periods specified below:
TIME PERIOD
Prior to September 23, 2020 [Full Refund]
On or After September 23 2020 [No refund available exhibitor pays full amount]
Upon receipt of written notice of cancellation by Exhibitor, Show Management has the right to resell the space and retain all revenue collected. Any such re-sale shall not reduce the amount of liquidated damages to be by paid Exhibitor.
All fees paid hereunder are non-refundable except as expressly set forth herein.
- 13. CANCELLATION OR POSTPONEMENT OF SHOW:** In the event that any unforeseen occurrence shall render the fulfillment of this Contract impossible or inadvisable by Show Management this Contract shall be amended or terminated as determined by Show Management to be appropriate. Exhibitor hereby waives any claim against Show Management for damages or compensation in the event of such amendment or termination. As it determines to be appropriate, Show Management may return a portion of the amount paid by Exhibitor for space after deduction of amounts necessary to cover expenses incurred in connection with the Show. Such expenses shall include, but not be limited to, all expenses incurred by Show Management as a result of contracts with third parties for services or products incidental to the Show, including out of pocket expenses incidental to the Show, and overhead expenses attributable to the production of the Show. No monies will be returned should the dates or location of the Show be changed by Show Management, but Exhibitor will be assigned space, which Exhibitor agrees to use under these same Rules. Show Management shall not be financially liable in the event the Show is interrupted, canceled, moved, or dates changed, except as provided herein.
- 14. EXHIBITOR DEFAULT:** If Exhibitor is in default of any obligation to Show Management, under this Contract or any other agreement, arrangement or understanding, Show Management may, without prior written notice, terminate Exhibitor's right under this Contract to participate in the Show. Show Management may thereupon direct Exhibitor forthwith to remove its Booth Representatives, employees and all personal property from the Exhibit Hall, at which point Exhibitor shall have no further right to participate in the Show. In addition, this Contract may be terminated by Show Management at any time if Exhibitor or any of its agents, employees, or other representatives engage in any conduct before, during the Show which, in sole judgment of Dispatch, is offensive to the character of the Show. Show Management's liability to return any amounts paid by Exhibitor under this Contract will be limited as set forth in paragraph 13 above. Furthermore, Show Management may

retain any amount that would otherwise be returned by Exhibitor and apply such retained amount to satisfy the liability to Show Management for such Exhibitor default.

- 15. EXHIBITS AND PUBLIC POLICY:** Exhibitor is charged with knowledge of all Federal, State and local laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this Show. Compliance with such laws is mandatory for Exhibitor, and the sole responsibility is that of Exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual Exhibitor's space, materials and operation is concerned. Exhibitors with questions regarding such laws, ordinances, and regulations should contact Show Management. All booth decorations including carpet must be flame-proofed, and all hangings must clear the floor. Electrical wiring must conform with National Electric Code Safety Rules and the local electrical code in Florida. If inspection indicates that Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to remove all or such part of his exhibit as may be in violation, at Exhibitor's expense. If unusual equipment or machinery is to be installed, or appliances that might come under fire code are to be used, Exhibitor should contact the Show Management for information concerning facilities or regulations. City and state fire regulations must be complied with. Use of hazardous materials, such as open flame or liquid propane gas, must be approved by the local Fire Department.
- 16. ERRORS AND OMISSIONS:** Show Management assumes no responsibility or liability for any of the services performed or materials delivered by official Show contractors or other suppliers to the Show, their personnel, or their agents. Any controversies which may arise between Exhibitor and official contractors or union representatives, or personnel of either, on the Show premises shall be referred to Show Management for resolution, and Show Management's decision shall be final and binding.
- 17. SECURITY:** Show Management shall provide guard services throughout the hours of set-up, Show hours, before and after Show hours, and during dismantling period. This security is to prevent unauthorized entry into the Exhibit Hall. A badge must be worn at all times. Show Management reserves the absolute right to inspect any items removed from the exhibit area.
- 18. LIABILITY AND INSURANCE:** a) All property of Exhibitor remains under its custody and control in transit to and from the Exhibit Hall, during installation and removal, and while it is within the confines of the Exhibit Hall. Neither Show Management, the service contractors, the management of the Exhibit Hall nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitor from theft, damage by fire, accident, vandalism or other causes, and Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of the persons mentioned above. b) Exhibitor understands that Show Management does not carry business interruption and property damage insurance coverage for loss or damage of Exhibitor's property. Exhibitor agrees to obtain adequate insurance during the dates of the Show including move-in and move-out days, in commercially reasonable amounts and with commercially reasonable deductibles, and shall be prepared to furnish certificates of insurance to Show Management if requested evidencing the following coverage: (1) Commercial general liability insurance coverage, including protective and contractual liability coverage for bodily injury and property damage, (2) employers liability insurance, (3) worker's compensation/occupational disease coverage in full compliance with federal and state laws, (4) comprehensive general liability automobile insurance covering owned, non-owned, and hired vehicles, including loading and unloading hazards. c) Show Management and Exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.
- 19. ASSUMPTION OF RISKS; RELEASES:** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with its participation at the Show including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area). Neither Show or the exhibit facility shall be liable for, and Exhibitor hereby release all of them from and covenants not to sue any of them with respect to any and all risks, losses, damages and liabilities described in this paragraph. Exhibitor and all personnel attending the Show must sign the attached "Waiver of Liability and Hold Harmless Agreement" as a condition for participation in the Show.
Exhibitor shall indemnify, defend (with legal counsel satisfactory to Show), and hold Show Management, its affiliates, and the Exhibit Hall harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from, or arise out of or in connection with: (a) Exhibitor's participation or presence at the Show, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract, (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract, (d) any violation or infringement for claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right, (e) any libel, slander, defamation or similar claims resulting from Exhibitor's actions, (f) harm or injury (including death) to Exhibitor, and (g) loss of or damage to Exhibitor's property, Exhibitor's business, or of God theft, mysterious disappearance or otherwise.
- Exhibitor agrees that Show Management shall not be held liable to Exhibitor in the event of any errors or omission in the listings in the Exhibitor's Show Directory and in any promotional materials.
- 20. ENFORCEMENT OF REGULATIONS:** Show Management has sole control over all admission policies Show Management has full power to interpret and enforce all of the Rules and the power to make amendments and/or further rules or regulations, orally or in writing, that are considered necessary for the proper conduct of the Show. Such decisions shall be binding on Exhibitor. Failure to comply with these or any other rules or regulations may be sufficient cause for Show Management to require the immediate removal of the exhibit and/or offending Exhibitor at the expense of Exhibitor. In addition, Exhibitor agrees to be bound by the terms of Show Management's agreement with the Exhibit Hall in which the Show is held. Failure to comply with all applicable rules may also result in the forfeiture of all fees paid. Show Management may lease any space so forfeited to another exhibitor and retain all revenues collected without any liability to Exhibitor.
- 21. CONFLICTING MEETING AND SOCIAL EVENTS:** In the interest of the entire Show, Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of Show attendees, exhibitors, or invited guests from the educational sessions or Exhibit Hall during the official hours of the sessions or the Show.
- 22. FILMING/VIDEO RECORDING RIGHTS/ELECTRONIC MESSAGE:** Photographs, film or video recordings may be made in the Exhibit Hall, and may include images of Exhibitor, its employees, agents and related merchandise and displays. Exhibitor may not hinder, obstruct or interfere in any way with such photograph or recordings, and hereby consent to Show Management's use of such recordings for commercial purposes. Exhibitor grants Show Management a non-exclusive, royalty-free, revocable non-transferable worldwide license to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images.
- 23. ADA COMPLIANCE:** Exhibitor represents and warrants that: a) its exhibit will be accessible to the full extent required by law, (b) its exhibit will comply with the American Disabilities Act (ADA) and with any regulations implemented under the ADA, and (c) it shall indemnify and hold harmless and defend Show Management from and against any and all claims and expenses, including reasonable attorneys' fees and litigation expenses, that may be incurred by or asserted against Show Management because of the Exhibitors breach of this paragraph or non-compliance with any of the provisions of the ADA.
- 24. COPYRIGHTED MATERIALS, OBSERVANCE OF LAWS:** Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Show, unless Exhibitor has obtained all necessary rights and paid all required royalties, fees or other payments. Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Hall (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct Exhibitor's exhibits to comply with the Americans with Disabilities Act.
- 25. DISCLAIMER OF LIABILITY:** SHOW MANAGEMENT DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE SHOW MANAGEMENT MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE NUMBER OF PEOPLE OR EXHIBITORS WHO WILL ATTEND THE SHOW MANAGEMENT OR ANY OTHER ACTIVITIES OR FUNCTIONS OR ANY OTHER MATTERS, IN NO EVENT SHALL SHOW MANAGEMENT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR PROFITS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SHOW MANAGEMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF SHOW MANAGEMENT EXCEED THE FEES PAID BY EXHIBITOR.
- 26. WAIVER:** Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Contract. The right of Show Management shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Show Management.
- 27. SEVERABILITY:** If any provisions of this Contract is held invalid or unenforceable, neither the remaining provisions of this Contract nor other applications of the provisions involved shall be affected thereby.
- 28. GOVERNING LAW:** This Contract shall be interpreted under the laws of the State of Florida. The parties agree that any dispute arising under this Contract will be submitted to the federal or state courts of the State of Florida.
- 29. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Contract shall be valid and binding on the parties unless set forth in writing and signed by both parties. Exhibitor understands this Contract is a limited license to occupy space and not a lease.