



EXHIBITOR AGREEMENT

COLORS OF THE CARIBBEAN

June 2017
Thursdays, 6pm-10pm

Hollywood Arts Park

1 Young Circle
Hollywood, Florida 33020

This **AGREEMENT** (the "Agreement") is made and entered into effective as of May 12th, 2017 (the "Effective Date") by and between Aifos Agency Inc., dba AIFOS a Florida Profit Organization, hereinafter referred to as the "Festival," and the below named firm or person, hereinafter referred to as "Exhibitor."

WHEREAS, Festival is producing Colors of the Caribbean dubbed Colors on May 12th of 2017 (the "Event" or "Event Dates") at Hollywood Arts Park (the "Event Grounds") in Hollywood, Florida; and Exhibitor desires to rent a booth from Festival (the "Booth") for the limited purpose of selling specified Goods and services on a non---exclusive basis on the Event Dates and on the Event Grounds in accordance with the terms and conditions set forth and contemplated herein and for a charitable purpose and; Festival desires to donate such Booth(s) to Exhibitor for such charitable purpose in exchange for the consideration specified herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPLICATION DEADLINE May 12th, 2017

APPLICANT INFORMATION

Business Name: _____

Contact Name _____

Address: _____

City: _____ State: _____ Zip: _____

Work Number: _____ Cell Number: _____

Email Address: _____

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Web Address: _____

DATES APPLYING FOR: Circle all that apply

June 1 June 8 June 15 June 22 June 29

DETAIL PRODUCT DESCRIPTION

List the items you propose to sell or submit menu. Please be specific attach an additional paper if necessary.

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

Merchandise applicant agrees to offer only those items listed on application!
 Artisan applicant agrees to offer only items handmade by the artist listed on application!
 Food applicant agrees to offer only items on menu listed on application!
NO LIQUIDS ARE ALLOWED TO BE SOLD AT FESTIVAL
 No other items will be allowed without advance consent of AIFOS.

Images required-Please include at least 3 photos of your items with application along with 1 booth photo. Images will not be returned.

ALL EVENT FEES MUST BE PAID IN FULL AND ARE AS FOLLOWS AND ALL NON REFUNDABLE:

Non Profit Exhibitor Booth	10by10	\$450	_____
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VEHICLES AND EMPLOYEES

Please list the vehicles being used the day of the event

- Vehicle Model: _____
- Plate Number: _____
- Vehicle Model: _____
- Plate Number: _____

Please list the employees working the day of the event

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1. Name of Person Working that day: _____

2. Name of Person Working that day: _____

3. Name of Person Working that day: _____

APPLICATION CHECK LIST

Sign and complete the entire application

Sign and complete the entire application

- Read the terms and conditions below and sign agreement
- Enclose full payment and deposits
- Original Indemnification form signed and mailed to: 1101 Brickell Ave S-800 Miami FL 33131

1. **AIFOS** [hereinafter “Sponsor”] reserves the right to accept or not accept this application.
2. Food vendors must state on their application what foods they will be selling.
3. Food Vendors are prohibited from selling anything in a liquid or ice form, including but not limited to: Roots or carrot drinks, soda, cane juice, coconut, smoothies, beer, or water, without the express written consent of the sponsor.
4. The festival will go on rain or shine. Vendor fees are not refundable.
5. Each Vendor is responsible for their property. The sponsor is not responsible for any damage, theft or loss for any reason.
6. The Park Management and the Sponsor will regularly inspect vendor areas for compliance. Failure by the Vendor or their employees to comply with these Terms and Conditions will result in permanent termination of the right to vend at the festival and will subject the vendor to immediate removal from the festival. All determinations of Vendor’s compliance with the Terms and Conditions are at the sole discrimination of AIFOS and all decisions are final. Vendors will be given additional information regarding the rules and regulations of the Peacock Park. By their application to the festival and decision to participate in the festival, all Vendors agree to abide by these regulations or face termination of their right to vend and removal from the festival.
7. **Early set up is not permitted.** Vendors are permitted entrance to the Park Facility at 2:00 p.m. on event day through the vendor entrance. Vendors are not allowed to enter the park through the front gate. Due to space restrictions, there is no Vendor parking in the park. All Vendors are responsible for parking their vehicles off-site. All vehicles must vacate the park by 3:00 p.m., the morning of the festival. Any Vendor, who arrives after 2:30 p.m., will be denied access to the festival, will lose their right to vend at the festival, and will forfeit all application fees.
8. Vendors must have all equipment and food at their designated area in the festival by 2:30 p.m., the morning of the festival. All access to the festival for Vendor setup will be terminated by 3:00 p.m. the day of the festival. Vendors are prohibited from bringing into the festival any materials or food via hand truck, wagons, or any other means after 3:00 p.m. on the day of the festival. Violation of this time restriction will result in termination of the Vendors’ right to vend and immediate removal from the festival. Please understand that these time restrictions are necessary to allow sufficient time for the proper inspection of

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Vendor booths by the sponsor, the Department of Revenue, and the Division of Hotels and Restaurants and any other government agencies.

9. Sponsor reserves the right to remove any vendor violating any of the Terms and Conditions including the total forfeiture of all fees paid. Final determinations are at the sole discretion of the sponsor.

10. Vendors are responsible for any and all taxes and fees associated with the festival. The taxes are \$115 for each food booth and each arts and crafts booth. The sponsor will not collect any taxes during the festival; this money must be paid in advance and filed with the City.

11. All food Vendors must have a certified fire extinguisher; a minimum **2A-20BC type fire extinguisher** must be at each food vendor location. A minimum 40BC is required if hot grease or oil is used in food preparation. (The fire marshal will check the extinguishers)

12. If you use cooking oils or grease, all waste products must be disposed of in the grease trap metal containers provided by the park management. Metal bins are available for charcoal disposal. Dumping of charcoal or garbage on the grass is prohibited.

13. Place all trash in the barrels provided. Additional trash bags are available upon request. At the close of the event, please leave the full bags behind your location.

14. Food must be stored above ground level.

15. Food, i.e. meats, has to be cooled at the proper temperature.

16. It is mandatory that you have one bucket for cleaning utensils, one for washing, and another for rinsing.

17. All cutting boards and utensils must be kept clean.

18. All equipment must be stored under the tent.

19. A sneeze guard is required for all food vendors.

20. Liquids are not allowed to be sold at the festival. Violation of this restriction will result in termination of the Vendors' right to vend and immediate removal from the festival.

21. Hollywood Arts Park requires that the Sponsor provide one light for each Vendor but additional lighting may be needed. Food Vendors are responsible for bringing their own LIGHTS, EXTENSION CORDS, TABLES and CHAIRS. All other vendors will receive one table, 2 folding chairs and lighting. The use of frayed or unsafe extension cords is prohibited.

22. All AIFOS products must be purchased from an authorized licensor

23. Each Vendor shall display a current occupational license with valid signature. Such license shall be visible and clean. Each vendor shall also display food products, vendor's name, and phone number. FDHR will have inspectors on site to collect the temporary license fee of \$91.00. The division does not accept cash payments for fees. The division will accept cashier's checks, money orders, or other certified payments, and may accept business checks drawn on a Florida bank. You must provide a copy of the license to the FDHR inspector in order to receive this exemption.

24. If you are an owner or employee of a licensed, permanent restaurant you may be exempt from this fee. You must provide a copy of the license to the FDHR inspector in order to receive this exemption.

NOTE: If your restaurant is licensed in any state other than Florida, you will still need to purchase a temporary occupational license.

25. All Vendors must have liability insurance with minimum limits of one million dollars. **Furthermore, the Certificate of Insurance must list Caribbean American Heritage Florida Inc, CAHFI, The Rhythm Foundation, The City of Hollywood, Hollywood Arts Park, Hollywood CRA, Aifos Agency Inc as an additional insured. Proof of insurance must be filed with the sponsor on or before the festival date.**

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AGREEMENT

1. RECITALS. The foregoing recitals are incorporated herein and made a part hereof.

2. EXHIBITOR REPRESENTATIONS AND WARRANTIES.

a. Charitable Organization. Exhibitor has represented and warranted to Festival that (i) Exhibitor is a charitable organization under Section 501(c) of the Internal Revenue Code; that no part of the proceeds of the Goods or services intended to be sold during the Event shall inure to the benefit of any private interests or to any private shareholders or individuals; (ii) Exhibitor is either organized under the laws of the state of Florida as a Florida Not For Profit or is a Foreign Non Profit entity or similar entity duly qualified to transact business in the State of Florida, and is currently in good standing with the state of Florida; if Exhibitor intends to solicit contributions from Event attendees, Exhibitor represents and warrants that Exhibitor fully complies with all applicable laws, including Chapter 496, Florida Statutes and is registered with the Florida Division of Consumer Services or other applicable agencies.

b. Material Inducement. Exhibitor acknowledges and agrees that the foregoing representations and warranties constitute a material inducement for Festival to enter into this Agreement and but for such representations and warranties, Festival would not otherwise enter into this Agreement with Exhibitor.

c. Supporting Documentation. Exhibitor shall, upon request by Festival, provide all supporting documentation evidencing Exhibitor's Federal Tax Exempt status as a Charitable Organization under Section 501(c) of the Internal Revenue Code, that Exhibitor is a Florida Not For Profit corporation organized under Chapter 617, Florida Statute, or any other documentation reasonably necessary to support the representations contained herein.

3. TERM. This Agreement shall commence on the Effective Date of this Agreement and shall expire on June 14, 2015 or upon the performance of all post-Event obligations of Exhibitor (as determined by, and to the satisfaction of, Festival), whichever is later (the "Term").

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4. GOODS. Exhibitor shall sell those certain Goods and services described or listed on Exhibit A (the “Goods”) during Operating Hours and all such Goods intended to be sold during the Event shall be approved in advance by Festival, in Festival’s sole and absolute discretion. Exhibit A is attached hereto and made a part hereof. Once Goods are approved by Festival, Exhibitor shall not amend, supplement or in any way modify such approved Goods without the express written consent of Festival, which may be withheld, conditioned or delayed in the sole and absolute discretion of Festival. Exhibitor agrees to pay to Festival, \$1,000 per each violation of this Paragraph.

a. BEVERAGE EXCLUSION. Exhibitor shall not display, sell or otherwise distribute any Beverages during the Event and acknowledges and agrees that any violation of this provision shall constitute a material breach hereunder. For purposes of this Agreement, “Beverages” shall mean any liquids suitable for human consumption, whether alcoholic or non---alcoholic, including water, coffee, tea, ice, frozen items or desserts (*i.e.*, ices, ice cream, frozen lemonade, frozen hot chocolate), frozen liquid(s) or any other products or liquids intended to be, or suitable for, consumption by humans as reasonably determined by Festival.

b. FOOD EXCLUSION. Exhibitor shall not display, sell or otherwise distribute any Food during the Event and acknowledges and agrees that any violation of this provision shall constitute a material breach hereunder. For purposes of this Agreement, “Food” shall mean items intended and suitable for human consumption as determined solely by Festival, including snacks, candies or candy bars.

5. PRICES. Exhibitor shall sell the Goods at the prices designated on Exhibit B (the “Prices”) and all such Prices shall be approved by Festival in advance, in Festival’s sole and absolute discretion. Exhibit B is attached hereto and made a part hereof. Once Prices are approved by Festival, Exhibitor shall not amend, supplement or in any way modify such approved Prices without the express written consent of Festival, which may be withheld, conditioned or delayed in the sole and absolute discretion of Festival. Exhibitor shall pay to Festival, \$1,000 per each violation of this paragraph.

6. TAXES. Exhibitor shall be solely responsible for collecting, remitting and filing with any the appropriate governmental body(ies), any and all applicable Taxes due relating to the sale of Goods and services contemplated hereunder, if any, and shall defend, indemnify and hold harmless Festival, its subsidiaries, affiliates, principals, officers, directors, employees and agents, from and against any claims, liabilities or expenses arising from Exhibitor’s failure to comply with the terms of this provision. For purposes of this Paragraph, “Taxes” shall mean any fees, levies, liens, amounts, tariffs, duties or other charges, liabilities, claims, encumbrances, interests due to a governmental body in connection with, as a result of, or in any way relating to, the sale of Goods hereunder, including, value added, sales, use, excise, franchise or payroll taxes.

7. BOOTH RENTAL. Exhibitor shall lease the Booth from Festival during the Term in accordance with the terms specified below:

a. Physical Dimensions. Festival shall lease to Exhibitor a Booth on the Event Grounds with exact physical dimensions of 10’ W x 10’ D. Any physical alterations of the Booth by Exhibitor without the prior written approval of Festival or in contravention of the dimensions set forth herein shall constitute a material breach hereunder and shall subject Exhibitor to a minimum penalty of

\$1,000 per foot in excess of the approved dimensions.

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b. Fees. Upon execution of this Agreement, Exhibitor shall remit to Festival, the applicable, non-refundable fees and costs (“the Fees”).

c. Security and Damage Deposits. Upon execution of this Agreement, and in addition to the Fee set forth above, Exhibitor shall remit to Festival, a refundable and non--interest bearing security and damage deposit in the sum of (\$250, \$100, \$50) (the “Deposit”) to ensure Exhibitor’s performance of its contractual obligations hereunder and to offset any potential damage caused by Exhibitor during the Term. In accordance with the foregoing, Exhibitor shall remit a check to Festival in an amount representing the Deposit due hereunder. Exhibitor acknowledges and agrees that the Deposit shall not operate as a limitation on Exhibitor’s liability hereunder.

d. Booth Assignment. Notwithstanding Exhibitor’s preference for a specific Booth location, Festival shall, in its sole and absolute discretion, assign the specific location of the Booth(s) being rented hereunder.

e. No Sublease or Assignment. Exhibitor shall not assign or sublease any rights under this Agreement nor shall Exhibitor delegate any duties hereunder without the express written consent of Festival. Any attempt(s) by Exhibitor to assign or sublease rights or to delegate duties hereunder in contravention of this provision shall be void.

f. Use; Sale of Goods; Supplies. Exhibitor shall only use the Booth to sell those certain Goods specified hereunder (the “Permitted Use”). Exhibitor shall not be permitted to sell Goods in any areas of the Event Grounds other than the Booth(s) designated and leased hereunder. Exhibitor acknowledges and agrees that Goods shall only be sold from within the Booth and agrees not to make any sales of Goods from the sides or rear of any Booth. Exhibitor shall also be solely

responsible for providing any and all supplies incidental to the sale of the Goods contemplated hereunder, including supplies necessary to withstand inclement weather.

g. Tent; Canopy(ies). Festival shall, at its sole cost and expense, provide tent(s) or canopy (ies) to be used with the Booth during the Event.

h. Security. Exhibitor shall be solely responsible for providing adequate security to secure all Goods, services, supplies and equipment in or about the Booth and the Event Grounds. Exhibitor acknowledges and agrees that Festival shall not be liable to Exhibitor for any lost, stolen, missing or damaged Goods, supplies, equipment, inventory or products. Exhibitor acknowledges and agrees that Festival shall not provide overnight security and Exhibitor shall solely maintain the risk of loss for all Goods, supplies and equipment on Event Grounds.

i. Inspection and Access. Festival shall, at all times, have unlimited access to the Booth(s), as well as, the right, with or without advanced notice to Exhibitor, to inspect the same before, during and after the Events.

j. As Is, Restoration. Exhibitor has toured and inspected the Event Grounds and has acquainted itself

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with all physical characteristics and attributes thereof, including dumpster locations, ingress and egress routes, emergency procedures, facility and ground rules and regulations, security procedures, and all other characteristics relating to the Event Grounds and accepts the condition “as is” and agrees that the Event Grounds are suitable for the purposes contemplated herein.

k. Hours of Operation. Exhibitor shall cause the Booth(s) to be sufficiently and continually staffed and open for sales, regardless of weather conditions, during the following hours: June 14th from 10am – 11pm the (“Operating Hours”).

l. Rain or Shine. Exhibitor understands that the Event shall be held regardless of inclement weather and Exhibitor’s obligations hereunder shall not be excused unless expressly specified by Festival herein.

m. Load Out. Exhibitor shall be required to load out immediately after each day’s Event, without exception. Load--Out must begin immediately following the conclusion of each Event and all Exhibitor Goods, materials, products, inventory, supplies, equipment and possessions shall be removed from the Booth and Event Grounds immediately following each Event.

n. Signage. Exhibitor shall only display signs or banners approved in advance by Festival and any such signs or banners shall only be placed within the Booth.

o. Attire. Exhibitor shall cause its employees to be appropriately attired during Operating Hours.

p. No Change. Exhibitor shall maintain sufficient change at all relevant times, and agrees that Festival shall not be responsible for providing change to Exhibitors.

q. Relocation Right. Festival shall have the right to relocate Exhibitor to another booth on the Event Grounds, at any time during the Term of this Agreement at Festival’s sole and absolute discretion. In the event of such relocation, Festival shall notify Exhibitor in advance.

r. Displays. Festival reserves the right to designate the placement of, relocate or cancel any exhibit or display in its sole and absolute discretion.

8. AUTHORIZATION TO SELL GOODS. With respect to the Goods that are intended to be sold hereunder, Exhibitor shall be solely responsible for obtaining any and all licenses, releases and authorizations (hereinafter collectively, the “Authorizations”) necessary to protect the parties hereto from infringement upon any copyrights, trademarks or patents of third parties, if applicable and shall provide Festival with proof of such Authorizations upon request. Exhibitor shall hold Festival, its subsidiaries, affiliates, principals, directors, officers, employees and agents (collectively the “Festival Indemnities”), harmless and shall defend and indemnify the Festival Indemnities from any claims by third parties, directly or indirectly, related or attendant to Exhibitor’s failure to obtain the Authorizations required to sell the Goods contemplated hereunder. With respect to the foregoing indemnification, Festival shall have its choice of counsel for such defense and shall have complete control over the non--- monetary aspects of any settlement of such claims. The terms of this provision shall indefinitely survive the expiration or early termination of this Agreement.

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9. REQUIRED DOCUMENTATION. Exhibitor agrees that, Festival shall have the right to require additional information of Exhibitor.

10. ELECTRICITY. Exhibitor acknowledges and agrees that electricity shall not be available within the Booth unless, approved in advance and provided directly by Festival. If electricity is necessary for Exhibitor to perform Exhibitor's obligations hereunder, Exhibitor shall purchase such electrical services directly from Festival at the following rates: Basic: Each 110v, 20 amp service \$100.00 More: Each 208v, 50 amp service \$250.00 Exhibitor agrees to consult with a licensed and qualified electrician to determine the proper power supply required to perform the Permitted Use.

11. CABLING. Exhibitor shall be solely responsible for providing appropriate cables and extension cords for uses specified herein. No 3---phase service shall be available.

12. INSURANCE REQUIREMENTS. During the Term of this Agreement, Exhibitor shall maintain in force with companies having an A rating or higher, unless otherwise approved in writing in advance by the Festival, the following coverage and limits: (i) Commercial General Liability Insurance of not less than \$300,000 per occurrence and \$1,000,000 aggregate; (ii) Workers' Compensation Insurance to the extent required by applicable laws and employer's liability coverage; and (iii) Comprehensive Automobile Liability Insurance, with limits of not less than \$1,000,000, in the event that motor vehicles shall be used by Exhibitor's in performing its obligations hereunder. The insurance coverage specified herein shall name Festival and their respective affiliates, subsidiaries, directors, principals, officers, employees and agents as additional insured. Exhibitor shall provide proof of such insurance to Festival thirty (30) days prior to the date of the Event. The certificate of insurance shall provide for not less than thirty (30) days written notice to Festival prior to policy cancellation, non---renewal or material change to coverage or limits in such policies. Failure by Festival to request such certificates of insurance or other evidence of full compliance with the insurance requirements set forth therein shall not be construed as a waiver of obligation to maintain such insurance. Notwithstanding anything to the contrary herein, Festival's ability to collect under the above insurance policies shall not operate as a limitation of Exhibitor's liability.

13. INDEMNIFICATION. Exhibitor shall hold harmless, defend and indemnify Festival, its affiliates, officers, directors, employees, licensors, co---sponsors, and authorized Festival personnel, from any and all legal and financial Claims relating to or arising from (i) any third party claims relating to the sale of Goods and services provided hereunder; (ii) any breach by Exhibitor of any of the terms, conditions, covenants, promises or warranties, of any kind; and (iii) any negligent acts or omissions of Exhibitor relative to the sale of Goods or the Event; or (iv) Exhibitor's failure to collect, remit and file any applicable taxes to and with the appropriate governmental body (collectively, the "Claims").

14. LIMITATION OF LIABILITY AND DAMAGES. IN NO EVENT SHALL FESTIVAL BE LIABLE FOR ANY DAMAGES HEREUNDER IN EXCESS OF TWO HUNDRED FIFTY DOLLARS (\$250), NOR SHALL FESTIVAL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ARISING UNDER CONTRACT OR TORT OR ANY OTHER THEORY OF LIABILITY EVEN IF THE POSSIBILITY OF SUCH DAMAGES WERE DISCLOSED TO A PARTY OR COULD HAVE BEEN REASONABLY FORESEEN.

15. CANCELLATION DEADLINE. This Agreement shall be signed by Exhibitor and returned to the Festival within 10 days of receipt. If Exhibitor or Purchaser cancels for reasons other than Force

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Majeure, Exhibitor shall be entitled to: i) 50% of the Fee if cancellation occurs more than thirty days prior; or ii) 0% of the Fee if cancellation occurs less than thirty days prior to the Festival.

16. TERMINATION; REMEDIES.

a. Breach by Exhibitor; Termination For Cause. Exhibitor acknowledges and agrees that any failure by Exhibitor to perform its obligations as expressly set forth in this Agreement shall constitute a material breach hereunder and in such case, Festival shall have the right to terminate this Agreement for cause.

b. Termination for Convenience. Notwithstanding the provisions set forth in Paragraph 16.a above, Festival shall, during the Term of this Agreement, have the right, but not the obligation, to terminate this Agreement, with or without cause, upon written notice to Exhibitor.

c. Breach by Festival; Notice and Cure. In the event of a breach by Festival hereunder, Exhibitor shall notify Festival of such breach in writing and Festival shall take reasonable steps to cure such breach. Exhibitor acknowledges and agrees that in the event of a breach by Festival, Exhibitor shall have the right to avail itself of available legal remedies subject to the terms of Paragraph 14.

d. Remedies. In the event of a material breach hereunder by Exhibitor, Festival shall have the right, (but not the obligation) to avail itself of any and all legal and equitable remedies including specific performance and injunctive relief. Exhibitor acknowledges and agrees that all remedies provided for herein shall be cumulative, and the assertion of a particular remedy by Festival shall not preclude Festival from exercising any other rights or from the seeking any other remedies.

17. POST EVENT OBLIGATIONS.

a. Clean--Up. Following the conclusion of each Event, Exhibitor shall remove waste materials, rubbish, equipment, machinery and surplus supplies from and about the Booth. If Festival is required to provide cleanup services resulting from a breach of this provision, Festival shall bill Exhibitor for such cleanup services. Festival shall provide dumpsters and Exhibitor shall be required to locate such dumpsters on the Event Grounds and shall be required to dispose of trash, debris and rubbish in such dumpsters.

b. Restoration. Exhibitor shall restore the Booth to its original condition by Saturday, June 14, 2013 by 11:59pm. Failure by Exhibitor to perform its restoration obligations to the satisfaction of Festival

hereunder may result in Festival assessing restoration charges.

18. APPLICABLE LAWS. Exhibitor shall comply with all applicable state, federal and local laws and ordinances when performing its obligations hereunder.

19. RESTRICTIVE COVENANTS. Exhibitor acknowledges and agrees that the following activities shall not be permitted on Event Grounds or within the Booth during the Event:

a. No Lodging Exhibitor shall not reside or camp in the booth or the grounds.

b. No Alterations. Exhibitor shall not alter, modify or change the physical dimensions of the Booth(s)

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as designated by Festival, nor shall Exhibitor make any improvements without first obtaining the prior written approval of Festival.

c. No Animals. Exhibitor shall not allow animals in the Booth or on the Event. Be kind to your pets.

d. No Alcohol. Exhibitor shall prohibit its subcontractors, agents or employees from consuming alcoholic beverages and from smoking in the Booth during Operating Hours.

e. Ingress, Egress. Exhibitor shall not interfere with free access and passage, the adjacent areas within or about the Event Grounds or the adjacent public areas within the Event Grounds, nor shall the Exhibitor limit or prohibit ingress or egress to the Event Grounds.

f. No Loitering or Disorderly Conduct. Exhibitor shall not permit persons employed or contracted by Exhibitor or under the control of Exhibitor to, remain or loiter about the Event Grounds or Booth.

g. Conduct; Public Nuisance. Exhibitor, including its employees and agents shall not engage in behavior that is either unsuitable (as determined in the sole discretion of Festival) or which constitutes a public nuisance. Exhibitors shall not be permitted to engage in loud, live or recorded music during the Event.

h. No Storage. Exhibitor shall not be permitted to store supplies, equipment or inventory outside the Booth.

i. No Canvassing. Exhibitor shall not canvas from outside the Booth. Canvassing shall only be permitted from inside the Booth.

j. No Raffles. Exhibitor shall not be permitted to offer or sell raffles from the Booth or at any time during the Event.

k. No Piercing, Tattooing. Exhibitor shall not permit piercing or tattooing in the booth.

l. No Stakes. The use of tent stakes by Exhibitor is strictly prohibited.

m. Keep Off Grass. Exhibitor shall endeavor to keep off the grass on the Event Grounds and shall remain solely liable for any damage thereto caused by Exhibitor, its employees or agents. Exhibitor shall be an Independent contractor of Festival and as such, shall have no authority to bind or commit Festival. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.

21. CONFIDENTIALITY, NON--DISCLOSURE AND NON--DISPARAGEMENT

a. Non--Disparagement. Exhibitor shall not, during the Term of this Agreement, and for a period of 5 years following the termination or expiration hereof, directly or indirectly (or in any capacity or manner) make, express, transmit, speak, write, verbalize or otherwise communicate in any way or cause, assist, encourage or participate in any of the foregoing, any remark, comment, message,

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information, declaration or communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise that might be reasonably construed to be derogatory, negative or critical of Festival, its affiliates, subsidiaries, officers, directors, employees, agents, subcontractors or representatives. Exhibitor acknowledges that Festival's brand is of the highest quality and respect in the industry and agrees to uphold, using best efforts, that image and quality when performing its obligations under this Agreement.

b. Confidentiality/Non--Disclosure. During the Term of this Agreement, Exhibitor shall acquire knowledge of confidential information including Festival's trade secrets, strategies, promotional techniques, Artist, vendor or sponsor contact information, terms of agreements with Artists, vendors or sponsors, passwords and future plans. Exhibitor agrees not to disclose such confidential information during the Term of this Agreement in accordance with the terms of the Non--- Disclosure Agreement executed by Exhibitors.

22. COMPLETE AGREEMENT. This Agreement and any attached exhibits set forth herein constitute the entire understanding between the parties hereto and supersedes all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties, or other matters, whether oral or written, shall be deemed to bind the parties entering into this Agreement.

23. WAIVER. Failure by Festival to enforce any of the provisions of this Agreement or any rights with respect thereto, or to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. Nor shall the failure by Festival to enforce or exercise any of said provisions, rights, or remedies prejudice Festival from later or additionally enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

24. COUNTERPARTS. This Agreement may be executed in counterparts, including via facsimile transmission, and each copy so executed shall be deemed an original.

25. NO ASSIGNMENT. Exhibitor shall not assign its rights nor shall Exhibitor delegate its obligations under this Agreement in whole or in part, without the express written consent of Festival and such consent may be withheld, delayed or conditioned. Any attempts by Exhibitor to assign rights or delegate duties hereunder in contravention of the terms of this provision shall be void. Festival shall retain the right to assign, delegate, sublicense, share, outsource or subcontract some or all of its rights or duties hereunder at its sole discretion upon notification to Exhibitor.

26. TIME OF THE ESSENCE. Time is of the essence with regard to Exhibitor's obligations hereunder.

27. NOTICES. All notices required hereunder shall be provided by certified mail, overnight courier or other means which provides for evidence of receipt, to the parties at their respective addresses set forth above, with an additional copy to each intended recipient to be sent by email, with a copy of any notice to Festival to be sent to: CAHFI General Counsel mycahfi@gmail.com
All changes in addresses shall be provided with the same formalities and in the same method as stated in this Paragraph.

28. DISPUTE RESOLUTIONS AND GOVERNING LAW. In the event of a breach of this Agreement, the

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non-breaching party shall give written notice to the other. This Agreement shall be construed and governed under the laws of the United States, specifically, the State of Florida, notwithstanding conflicts of law principles or the doctrine of *forum non-conveniens*. Any legal action arising from this Agreement shall be brought in Miami-Dade, Florida and Exhibitor hereby consents to the exclusive jurisdiction thereof and agrees not to raise any affirmative or other legal defenses based on lack of personal jurisdiction, inconvenient forum or any conflict of law or similar principles. In the event of a breach by Festival, Exhibitor shall be entitled to legal, rather than equitable remedies. In the event of breach by Exhibitor, Festival shall be entitled to both legal and equitable remedies including specific performance, preliminary and permanent injunctive relief, without bond, to enforce any term of this Agreement. In the event that a court of competent jurisdiction determines that bond is a necessary prerequisite to the issuance or enforcement of any injunction sought by Festival, Exhibitor agrees that a bond not exceeding \$1,000 USD shall be a sufficient.

The prevailing party in any action for either damages or injunctive relief shall be entitled to an award of attorneys' fees and costs incurred at all pre-litigation, post-litigation, trial and appellate phases.

29. AMENDMENTS: This Agreement, together with all attachments, including schedules, exhibits and riders, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or modified in any way, except by a written instrument duly executed by all of the Parties.

30. CONSENT. Unless otherwise specified, any consents, authorizations or approvals required by Festival hereunder may be withheld, delayed or conditioned in the absolute discretion of Festival. If Festival fails to provide its consent, authorizations or approval within a specified timeframe, such consent shall be deemed denied.

31. PARAGRAPH HEADLINES. Captions and Paragraph headlines in this Agreement are for convenience and reference only and do not define, describe, extend or limit the scope or intent of this Agreement or of the provisions herein.

32. BINDING EFFECT. This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the parties hereto. The parties acknowledge that this Agreement, including all covenants, representations, warranties and agreements, shall survive the expiration of this transaction.

33. SEVERABILITY. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement. Such terms or provisions will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

Enclosed is my application for the **COLORS OF THE CARIBBEAN** (Sponsor). I understand all fees are non-refundable. I agree to indemnify and hold harmless the Sponsor, Hollywood Arts Park, City of Hollywood, Colors of the Caribbean, CAHFI, The Rhythm Foundation, Hollywood CRA, Aifos Agency Inc, for any damages, personal injury, loss, theft or any other act that may accrue as a result of my participation

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as a

Vendor at the festival. Said indemnification includes but is not limited to the costs and attorney's fees of the Sponsor in defense of any action brought against the Sponsor or Hollywood Artspark by the Vendor or any other Party.

I have read and understood the Terms and Conditions required of all Vendors. I have received a copy of the said Terms and Conditions and agree to abide by all Terms and Conditions.

CITY OF HOLLYWOOD VENDING RULES:

YOUR COOPERATION IN ADHERING TO THE FOLLOWING INSTRUCTIONS WILL ASSURE A SAFE AND SMOOTH EVENT. ALL VENDORS MUST COMPLY WITH ALL INSTRUCTIONS.

1. All food vendors licensed with the Division of Hotels and Restaurants shall provide a current legible copy of their state license to the inspector in order to be exempt from the license fee when inspected at this event.
2. All vendors must display their vendor permits on the dashboards of their vehicle when gaining access to display area.
3. All vendors will be required to unload their vehicles and park their cars or trucks off the site.
4. Vendors must display in a visible place at all times their vendor license. Vendors not permitted into the event site will be required to close down operations. The police will enforce this regulation. All vendors must close down at the time specified by the police.
5. Vendors who will be cooking (charcoal or propane) will be required to have in their possession at least a 5 lb. fire extinguisher with a Class A or B rating (A-K Class recommended). This extinguisher must be in serviceable condition and will be checked by the Fire Inspectors assigned to the event. If no extinguishers are present, the vendor will be shut down until he/she obtains one. If cooking with oil or grease, a minimum 40 BC is required.
6. All cooking, charcoal or otherwise, will be conducted in an open area and precautions will be taken to protect the public from having any accidental contact with the cooking areas.
7. All stands or tables supporting cooking facilities will be of stable construction, so as to prevent any accidental knocking over by the public or vendors.
8. All sidewalk areas are to be kept clear of vendors.
9. All booths shall be set up just off the curb area.
10. **No hot coals** will be allowed to be dumped into any trash containers.
11. **All hot coals** will be extinguished by the vendors prior to leaving the area.
12. **No glass** containers are allowed for dispensing beverages.
13. **No dumping of fuel, cooking oils or grease** is allowed on the street or sewerage area.
14. All vendors must bag their trash in durable plastic containers and must secure them properly to avoid spillage or breakage. Sanitation will pick up the trash bags at the end of the day.
15. All propane tanks, helium tanks or other upright tanks must be secured in a manner to prevent them from accidentally being knocked over. All helium tanks not being used shall have their caps in place.
16. **No cooking** will be allowed under tented areas or canopies; however, displayed foods and food preparation areas must have overhead protection.
17. Businesses operating must do so within the confines of their building and will not be allowed to block the sidewalk with tables or chairs.
18. Electrical connections (including extension cords) are subject to code requirements and may

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- require approval by the Building Department’s electrical division.
- 19. All extension cords used must be secured in a safe manner so as not to present a hazard to the public.’
- 20. Sneeze guard protection or a minimum two feet distance must be provided between ready-to-eat food, displayed foods or hot, held foods and the public.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument for the purpose herein expressed on the date first above written. Please sign and initial each page and return to our attention.

Vendor/ Exhibitor

Date: _____

Print Name: _____

Signature: _____

Office Signature: _____

Complete application will need to be sent by appropriate deadline to be considered to participate in the event. Incomplete applications will not be considered and will be returned.

Fees must be paid by money order or cashier checks and received BEFORE May 12th, 2017. Please send complete application, fees, deposits, and images. Make Money Order payable to:

**Aifos Agency Inc
1101 Brickell Avenue
Ste 800
Miami, FL 33131**

For official use only.

Date application received _____

Assigned spot # _____

Total \$ remitted _____ () **money order #** _____ () **Cash \$** _____

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