

2023 Miami Book Fair Exhibitor Registration

Exhibitor Agreement:

THIS AGREEMENT sets forth the mutual understanding and commitments between the District Board of Trustees of Miami Dade College, a State of Florida public educational institution and political subdivision of the State of Florida ("College"), on behalf of its Center for Writing and Literature, having its principal office at 300 N.E. 2nd Avenue, Miami, Florida 33132 and the Exhibitor whose name and address appear on the Cover Sheet, attached hereto and incorporated into this Agreement, regarding Exhibitor's participation in the College's Miami Book Fair's annual book fair ("Book Fair").

WITNESSETH:

WHEREAS, the Miami Dade College ("College") conducts the annual Miami Book Fair ("Book Fair") in Miami, Florida, for the purpose of promoting and heightening public awareness of books and literature ("Purpose"); and

WHEREAS, the Book Fair for the calendar year 2023 is scheduled to occur from November 17, 18 and 19, 2023 from 10:00 a.m. to 7:00 p.m., Eastern Standard Time ("Exhibition Dates"); and

WHEREAS, the Street Fair will take place on the property of Miami Dade College's Wolfson Campus, 300 N.E. Second Avenue, Miami, Florida 33132 and surrounding streets as more particularly described on the 2023 Street Fair Map, which is part of the 2023 MBF Exhibitor Application found online via <https://www.miamibookfair.com> and made part of this Agreement ("Site"); and

WHEREAS, the primary focus of the Exhibitor's business is selling and/or distributing books and literary materials. Accordingly, the Exhibitor desires to promote the Purpose of the Book Fair by participating in the Street Fair, at its sole risk and expense, in accordance with the Book Fair-related activity set forth in the Exhibitor Application ("Exhibition Activity"), subject to the rules and conditions established by the College in this Agreement, and subject to any subsequent notification given to the Exhibitor in accordance with the provisions of this Agreement; and

WHEREAS, the College has relied upon Exhibitor's representations as to its proposed Exhibition Activity as a condition for entering into this Agreement; and

WHEREAS, in the course of participating in the Street Fair, Exhibitor may bring Exhibitor's property, inventory, other assets, employees, agents or principals to the Site; and

WHEREAS, the College consents to Exhibitor's participation in the Street Fair, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties for themselves and their heirs, successors and assigns do agree as follows:

1. Exhibitor's Participation in the Street Fair

a. Exhibitor shall participate in the Street Fair provided that, on or before September 1, 2023 ("Payment Deadline"), Exhibitor makes payment to SquadUp, Inc. on behalf of the College in the amount set forth in the Exhibitor Application. If Exhibitor's payment is not received by the Payment Deadline, then this Agreement shall be null and void and of no further effect between the parties.

b. Registration and payment after September 1, 2023, will be permitted at the discretion of the College, provided that any payment for late registrations permitted under this Article must be online via <https://www.miamibookfair.com>).

c. Exhibitor herein agrees that selling or displaying jewelry, clothing items, plants, artwork or any other merchandise that is not directly related to or incorporates books and literary materials is strictly prohibited without the College's prior written approval. Such approval may be withheld at the College's sole discretion. The College's decisions on whether such items may be sold or displayed are final. Exhibitor acknowledges that violation of this provision is grounds for immediate ejection ("Ejection") from the Book Fair and that all monies paid shall be forfeited.

2. Provision of Space for Exhibitor

a. The Street Fair will contain a limited number of Exhibitor booths ("Booth" or "Booths") made available by or for Book Fair for the use of Exhibitors. Each Booth measures approximately 12 feet by 12 feet, has a covered roof and canvas sides that can be lowered and raised and contains a minimum of 1-2 tables and 1-2 chairs based on package selection by Exhibitor. Electricity is available in a limited number of Booths and for an additional charge of \$150.00, which must be paid via [miamibookfair.com](https://www.miamibookfair.com) by the Payment Deadline. The Exhibitor Application indicates whether this Agreement is for a Booth equipped with electricity.

b. The College shall advise Exhibitor of the Booth(s) assigned to Exhibitor on November 16 and 17, 2023. The College reserves the right to change the assignment of Booth(s) at any time prior to the 2023 Exhibition Dates, if necessary because of space and administrative considerations, and shall promptly notify Exhibitor of any such change.

c. All signage for Booths shall be provided by the College in its discretion and at its expense.

3. Use of Booth by Exhibitor

a. Space Limits: Exhibitor shall use its Booth solely for its Exhibition Activity and shall strictly limit its Exhibition Activity to the Booth assigned to it. No tables, chairs, signs, exhibitor goods or equipment ("Exhibitor Property") may be placed outside or attached to Exhibitor's Booth without the prior written consent of the College, which consent may be withheld by the College in its sole discretion. An Exhibitor's failure to limit its activities to the confines of the Booth assigned to it shall constitute a breach of this Agreement and shall entitle the College to immediately eject Exhibitor from the Book Fair, by any and all lawful means, without any refund whatsoever to any payments Exhibitor made to the College.

b. Exhibitor may not assign this Agreement or trade, sell, share or otherwise transfer any of its rights or obligations hereto.

c. Limits on Exhibitor's Activities

1. It is agreed by the parties that Exhibitors will use their booth to display or sell books related to the Exhibitor Activity. The College shall have sole discretion to ensure that the Book Fair and the Street Fair is conducted in furtherance of the Book Fair's Purpose. In no event may the Exhibitor's Booth include alcoholic beverages, tobacco or food of any kind. Neither may Exhibitor sell or display jewelry, clothing items, artwork, plants or any other merchandise that is not directly related to or incorporates books and literary materials without the College's prior written approval.

2. The Exhibitor's items for display/sale as submitted in the Application Form will be subject to review and approval. If the College disapproves of the Exhibitor Activity, the application will not be accepted. If an Exhibitor displays/sells unapproved items during the Street Fair (after said application was accepted based on the items originally listed in the application form as submitted), the Exhibitor will be asked to cease and desist such activity and may be asked to vacate the premises or be Ejected.

3. If the College determined that the Exhibitor's Activity or Property is outside of the scope of information on the Exhibitor Application, either in its entirety or Exhibitor is unable or unwilling to provide an alternative exhibit that is satisfactory to the College, in its sole discretion, then the Exhibitor shall receive a refund of any monies paid. A \$200.00 cancellation fee will be deducted from the refund and this Agreement shall thereupon be terminated.

4. At any time during the Book Fair, the College shall have the right to order the removal from display or sale in any Booth any merchandise, goods or items, which in the sole discretion of College are inconsistent with Book Fair's Purpose. Exhibitor agrees to comply immediately with any such removal order made in writing or orally by any authorized representative of the College. Exhibitor's failure to comply with such an order shall result in Ejection.

5. At any time during the Book Fair, the College shall have the right to order the Ejection of any Exhibitor whose conduct is, in the sole discretion of the College, inconsistent with or offensive to the Book Fair or the Stated Purpose.

6. Exhibitor covenants and agrees that it will maintain its Booth open to the public between 10:00 a.m. and 7:00 p.m. on November 17, 18 and 19, 2023 Exhibit Dates and will in no event empty or

dismantle the contents of its Booth prior to 7:00 p.m. on November 19. An additional \$100.00 fee will be charged to Exhibitor if Exhibitor, or its authorized representative(s), is absent on any day during the three (3) days of the Street Fair.

d. Photo Release

During the course of the Book Fair, the College or its agents may take photographs and/or video or other footage of the Street Fair ("Footage"). Exhibitor, on behalf of itself and its employees and volunteers, hereby grants the College and its agents irrevocable and unrestricted right to use, publish or republish Footage of Exhibitor, its employees or volunteers, their names and likeness and Exhibitor, on behalf of itself and its employees, volunteers and Exhibitor Property, hereby releases the College and its agents from use of Footage for, including, but not limited to, publication or broadcast of such Footage in brochures, advertising, promotional and other media, in any manner or medium without restriction. Exhibitor, on behalf of itself and its employees and volunteers, also releases and hold harmless the College, its trustees, officers, directors, employees, agents, and volunteers ("College Indemnitees") from any reasonable expectation of privacy or confidentiality associated with the Footage.

4. Pre-Book Fair Administrative Provisions

a. As an option, an Exhibitor may bring its Exhibitor Property to its assigned Booth no later than 8:00 p.m. on November 17, 2023.

b. Exhibitors who intend to ship or deliver Exhibitor Property to the College must arrange for it to be delivered to the College during the period beginning November 1, and no later than 4:00 p.m. on November 10, 2023 ("Delivery Deadline"), so that it can be organized and delivered to the Booths prior to the commencement of the Street Fair. Exhibitor agrees and understands that the Delivery Deadline is crucial to the success of the Book Fair and Exhibitor shall use its best efforts to have its materials delivered substantially in advance of the Delivery Deadline, but in no event before November 1, 2023. The College will make storage facilities ("Storage") available for Exhibitor Property to be stored, at a cost set forth in Exhibitor Application, at the College or another location determined by the College in its sole discretion, which may be provided to Exhibitor upon request. All Exhibitor Property must be packaged and clearly labeled in a form acceptable to the College for Storage. The College may refuse to accept any Exhibitor Property not properly packaged or labeled. An Exhibitor's failure to deliver its Exhibitor Property by the Delivery Deadline shall result in termination of the Agreement, unless the Exhibitor brings its Exhibitor Property to its Booth no later than 4:00 p.m. on November 19, 2023.

5. Other Provisions Regarding Conduct of the Street Fair

The College shall in its sole discretion determine:

a. The days and hours of operation of the Book Fair and the Street Fair;

- b. The number and type of exhibitions desired;
- c. The policy for admission of Exhibitors and the general public to the Book Fair and the Street Fair;
- d. The use and organization of the Site;
- e. In keeping with the policy of the Book Fair, Exhibitors will not present any Book Fair guest authors at their booths for book signing engagements during the length of the Street Fair, unless previously approved by the College;
- f. Such rules and regulations governing the conduct of Exhibitors, as the College may reasonably deem necessary.
- g. All College determinations made pursuant to this Article shall be communicated to Exhibitor in writing and when received by Exhibitor shall be deemed part of this Agreement and incorporated herein as if originally included.

6. College Limitations of Liability

- a. In no event shall the College have any liability for any loss, damage destruction or theft of any Exhibitor Property or other property or any injury of any kind to any employee, agent, officer, director, owner, affiliate, spectator or invitee of Exhibitor. Exhibitor warrants that it has legal title, license, ownership, or permission to sell any items brought to the Book Fair for the purpose of sale. The College makes no warranty of any kind concerning the Book Fair, Street Fair, Site or the Storage except as expressly set forth herein. Exhibitor understands that the Street Fair is an outdoor event occurring in South Florida, an area that is prone to heat, rain, and thunderstorms, and, on occasion, tornados and hurricanes. Exhibitor further agrees to accept the risks to itself, its employees, agents, servants, invitees, and any and all participants and/or property arising out of, resulting from or in connection with its operations at the Book Fair or its use of space at the Street Fair. Exhibitor, on behalf of itself or employees, agents, servants, spectators, hereby releases the District Board of Trustees of Miami Dade College, its officers, directors, employees, volunteers, sponsors and agents ("College Indemnitees") from, and agrees to indemnify them against, any and all claims for such damage, accident, or injury, mischief, criminal activity, weather, accident and other perils related to, arising out or in connection with its operations at the Street Fair.
- b. By its execution of this Agreement, Exhibitor agrees to indemnify, to defend and to hold harmless the College Indemnitees against any loss, damage or claim involving any Exhibitor Property or other property or to any individual mentioned in the preceding paragraph and with respect to any loss, damage or claim of any kind caused by Exhibitor or any of Exhibitor's employees, agents, officers, directors, owners, affiliates, spectators or invitees. Exhibitor shall be solely responsible for the safety of all such property and individuals.
- c. It is the understanding and agreement of the parties that the College acts solely as the organizer of the Book Fair and not as a landlord, bailee, consignee or other party that may, under any statute

or common law, have any liability for any Exhibitor, Exhibitor Property or individual affiliated with any Exhibitor in any way as a result of, in connection with or arising out of Exhibitor's participation in the Street Fair.

d. The parties agree that IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR OTHER INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS OR GOODWILL) RELATED TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

7. Cancellation

Exhibitor may cancel its participation in the Street Fair by written notice to the College. If notice of cancellation is actually received by the College on or before August 1, 2023, Exhibitor shall receive a refund of monies paid to the College, minus a \$200.00 cancellation fee. If notice of cancellation is actually received by the College after September 1, 2023, no refund shall be made.

8. Notices

Except as may be otherwise provided herein for communications which may be given by fax or by any other reasonable method to the College to the attention of its Book Fair Exhibitor Coordinator, any notice desired or required to be given hereunder shall be given by facsimile transmission or by United States Mail, return receipt requested, at the following addresses, and shall be deemed received when actually received:

If to Exhibitor:

As set forth in Paragraphs 3 and 4 of the Cover Sheet.

If to the College:

Miami Dade College
Miami Book Fair
Attention: Director of Operations
300 N.E. Second Avenue
Freedom Tower, 7th Floor
Miami, Florida 33132
Fax: (305) 237-3003

With Copy To:

Javier A. Ley-Soto, Esq.
General Counsel
Miami Dade College
Office of Legal Affairs

300 N.E. 2nd Avenue, Room 1453
Miami, FL 33132

9. Miscellaneous Provisions

- a. Except as set forth in Article 5(g), this instrument contains the entire agreement between the parties, it supersedes any and all prior oral or written agreements and it may not be modified orally but only in a written instrument signed by both parties.
- b. This Agreement may be executed in counterparts.
- c. Florida law governs this Agreement and in the event of any dispute hereunder, the Florida courts, either federal U.S. District Court or state court, shall have jurisdiction over the parties, with venue for any legal proceeding shall be in Miami-Dade County, Florida. The party that prevails in any litigation hereunder shall recover against the unsuccessful party its reasonably legal fees and costs including those incurred for appeal(s).
- d. The captions of the numbered Articles hereof are for convenience of reference only and they do not affect the meaning of any Article.
- e. If any provision hereof is deemed unenforceable by a court of competent jurisdiction it shall be deemed severed and the other provisions shall remain in full force and effect.