

2021 SOUTH FLORIDA FAIR
SUNDY FRESH MARKET APPLICATION

PLEASE
PRINT

NAME OF BUSINESS/OPERATING AS: _____

CONTACT NAME: _____ FEIN#: _____

SALES TAX DEALER#: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: () _____ FAX: () _____

EMAIL: _____ CELL: () _____

SPACE SIZE REQUESTED: _____

DESCRIPTION/RETAIL PRODUCTS: _____

For your application to be considered, all sections of this form must be completed. This is an application for space, not a contract or offer to enter into a contract. Application does not guarantee space.

Please return the application to:

**South Florida Fair
Attention: Education & Community Relations Manager
P. O. Box 210367
West Palm Beach, FL 33421-0367 or Fax: 561-790-5246**

I HAVE READ AND UNDERSTAND ALL THE INFORMATION/REQUIREMENTS CONTAINED IN THIS DOCUMENT, INCLUDING INSURANCE INFORMATION.

Signature: _____

Date: _____

INSURANCE REQUIREMENTS

Each vendor is responsible for carrying liability insurance for the 2021 Fair. The policy must be for at least \$1,000,000.00. The SOUTH FLORIDA FAIR AND PALM BEACH COUNTY EXPOSITIONS, INC. must be listed as "ADDITIONAL INSURED." The certificate must also show Auto and Workman's Compensation coverage.

All vendors are required to show proof of insurance upon acceptance of application. Policies will be reviewed to ensure accuracy on wording, dates, and coverage amounts; proof of insurance must be received by the Fair no later than **Thursday, April 1, 2021**.

If insurance forms are not received by the above date, it may result in loss of requested space. Vendors arriving without proof of insurance will not be permitted to set up.

Please sign that you have received this letter and understand the requirements. Return to us by mail or fax back to (561)790-5246. We are available to answer any questions you may have and can be reached at (561)790-5232.

Sincerely,

Paige Poole

Paige Poole
Education & Community Relations Manager
South Florida Fair

I HAVE READ AND UNDERSTAND THE INSURANCE POLICY SET BY THE SOUTH FLORIDA FAIR FOR THE 2021 FAIR.

Authorized Signature

Business/Operating as:

Date

SOUTH FLORIDA FAIR & PALM BEACH COUNTY EXPOSITIONS, INC.

9067 Southern Blvd.

West Palm Beach, FL 33411

Tel: (561) 790-5229 Fax: (561) 790-5237

EXHIBIT AND DISPLAY AGREEMENT

Sundy Fresh Market

THIS EXHIBIT AND DISPLAY AGREEMENT (hereinafter "License") made this ___ day of _____, 20__, by and between SOUTH FLORIDA FAIR & PALM BEACH COUNTY EXPOSITIONS, INC. a Florida nonprofit corporation organized under chapter 616, Florida Statutes, (hereinafter "The Fair") and _____ (hereinafter called "Licensee"), whose full name and address and other pertinent information is set forth below:

Vendor Full Legal Name: _____

Address: _____

Contact Person: _____ Cell: _____ Email: _____

Name of Agents/Employees working at Premises: _____

Vendor Space Size: _____

Description of products: _____

List all Equipment/Product/Vehicles to be brought onto Fairgrounds: _____

Owner (Name and Address) of Equipment/Product/Vehicles (if different from Vendor): _____

For and in consideration of the sum of Ten and No/100 Dollars, and the obligation of the parties hereto, The Fair shall allow Licensee the revocable privilege to use and occupy a portion of the Fairgrounds identified as _____ Exhibit Space, hereinafter called the "Premises", subject to the terms, provisions and conditions of this License, for the sole, exclusive and specific purpose of exhibiting and displaying certain goods and personal property, providing information and materials, and/or advertising services as set forth above in Description of Exhibit. Licensee agrees that the Fair may unilaterally change the location of the Premises, or may revoke this License thereby requiring Licensee to immediately vacate the Premises, at any time or from time to time during the term hereof in its absolute discretion for any reason or no reason.

Licensee shall have use of the Premises during the 2021 South Florida Fair, including non-exclusive rights of ingress and egress to the Fairgrounds, from **May 7, 2021 at 10 a.m., through May 23, 2021 at 11 p.m.** During the annual fair, Licensee shall have daily access to the Premises from 8 a.m. until 11 p.m. Vehicular traffic shall be directed to use Gate 6 for entry and exit and shall park only in pre-approved designated areas. Any equipment, product, or vehicles remaining on the Fairgrounds or Premises for more than two (2) days after the close of the annual fair may be discarded, disposed of, sold, traded, and/or removed by The Fair and Licensee hereby assigns, quit claims, and conveys all right, title and interest in and to said property to The Fair.

Licensee shall pay to The Fair any costs associated with providing utilities such as telephone and electric and shall be responsible for keeping its Premises in a neat and sanitary condition and removing all debris and trash therefrom on a daily basis. During its use, Licensee shall make no holes, markings or other modifications or alterations to any portion of the Premises without the express written consent of the Fair. In addition, Licensee acknowledges that it has received and has had an opportunity to review all of the rules and regulations applicable to exhibitors on the Fairgrounds and agrees that it, along with its agents, invitees, employees and guests, shall be duly bound by such rules and regulations, which are incorporated herein by reference and made a part hereof. Licensee also agrees to comply with all federal, state and local laws, ordinances, statutes, regulations including, without limitation, the Americans with Disabilities Act and the Florida Accessibility Code, and all applicable health codes.

It is expressly understood that the Licensee assumes all of the risk of loss with respect to any equipment, product, vehicles, or other personal property of the Licensee's, or any of its agents, employees, invitees, guests, or third party on the Fairgrounds and releases the Fair from any and all liability, including, but not limited to, any damages to the said property as a result of theft, collision, fire, vandalism, water, wind, collapse of building, movement of the property, or Act of God. It is expressly, clearly and unequivocally understood by the Licensee that the Fair and its officers, agents and employees are exculpated for their own negligence in the storage and moving any of the aforesaid property.

In addition, The Fair reserves the unilateral right to cancel this event for economic reasons, or for the public good, or for events including, but not limited to, acts of God, fire, flood, natural disaster, a threat of or a tropical storm, a threat of or a hurricane, inclement weather, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), a pandemic, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties in which case any funds paid by the participant for unused days, less actual expenses necessarily incurred by the Fair in connection with the event so cancelled, will be refunded without penalty. In addition, The Fair reserves the unilateral right to cancel this event in the event of any request by any Federal, State or County agency for use of the Fairgrounds under such circumstances, it being understood and agreed by the participant that its rights hereunder are subordinate and inferior to the right of use by any Federal, State or County agency or department, in which case any funds paid by the participant for unused days, less actual expenses necessarily incurred by the Fair in connection with the event so cancelled, will be refunded without penalty. Should the Fair exercise its rights to cancel this event for any reason, including, but not limited to, those stated above, the participant agrees to forego any and all claims for damages against The Fair and further agrees to waive any and all rights which might arise by reason of the terms of this agreement and the participant shall have no recourse of any kind against the Fair.

On or before **April 1, 2021**, Licensee shall provide the Fair with a Certificate of Insurance in a form and from an insurer acceptable to the Fair, which shall name the SOUTH FLORIDA FAIR & PALM BEACH COUNTY EXPOSITIONS, INC. as an additional insured for Comprehensive General Liability insurance including property coverage with limits of not less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage. Alternatively, the Licensee may obtain such coverage through the Fair Insurer with the cost thereof to be borne by Licensee.

Licensee hereby covenants and agrees to fully exonerate, release, indemnify, defend and hold harmless the SOUTH FLORIDA FAIR & PALM BEACH COUNTY EXPOSITIONS, INC., its Board of Trustees, Directors, officers and all management, staff, agents and employees each severally and separately from any and all claims, suits, losses, damages, fines, penalties, liabilities, expenses, including reasonable attorney's fees and costs, in all administrative proceedings and at the trial and appellate level, for any injury or death to persons (whether they be third persons or employees of either The Fair or Licensee) and any loss (through theft, fire, or otherwise) of or damage to property (whether it be that of The Fair, the Licensee or some third party) caused by, growing out of, or arising out of Licensee's use of or storage of property on the Premises or Fairgrounds, including, without limitation, its use by Licensee's agents; exercise of any rights under this License; breach of any term, warranty or provision of this License by Licensee; the operation of Licensee on the Premises or Fairgrounds, or the action/inaction, carelessness, negligence, improper conduct, or movement of Licensee's property, to which Licensee expressly consents, by The Fair, its Trustees, Directors, officers or employees or any other third party; or any act or omission of Licensee, its employees,

officers, or agents. All such liability is hereby expressly assumed by Licensee. Such indemnification shall not apply to injury to persons or damage to property arising out of The Fair's gross negligence or willful misconduct. By signing this License, this provision shall expressly survive termination of this License.

In addition, my signature below acknowledges that I have voluntarily chosen to enter the South Florida Fair & Palm Beach County Expositions, Inc. and participate in any and all activities, events, and to use the Fairgrounds, including all of the building(s), walkways, common areas and amenities. In consideration for the Fairgrounds permitting me to participate in the event and use the Fairgrounds, I hereby acknowledge, agree, promise and covenant on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate, with the Fairgrounds, each of its lessors, parent companies, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of its partners, trustees, directors, officers, members, employees, elected and appointed officials, licensees, volunteers, contractors, sponsors, representatives, managers, agents, attorneys, and all other persons or entities acting in any capacity on their behalf, past and present, and each of them (collectively referred to herein as the "Releasees").

I UNDERSTAND AND ACKNOWLEDGE that participating in this event and using the Fairgrounds entails known and unanticipated risks which could result in PHYSICAL OR MENTAL INJURY, PARALYSIS, DEATH, ILLNESS OR DISEASE, OR DAMAGE to me, my property, or to third parties. I understand and acknowledge those risks may result in claims against Releasees. However, I am making an informed choice to voluntarily accept such risks in exchange for the opportunity to participate in the event, and I agree that the benefits of the event outweigh the risks, which include but in no way are limited to:

(i) the acts, omissions or negligence in any degree of Releasees, or their agents or employees; (ii) the risks inherent in the event, including but not limited to any physical or mental injuries; (iii) latent or apparent defects or conditions of the Fairgrounds; (iv) improper or inadequate instruction or supervision regarding the event or use of the Fairgrounds; (v) the behavior of co-participants; (vi) accidents or incidents in the Fairgrounds; (vii) criminal acts, terrorism or acts of war declared or undeclared; (viii) exposure or potential exposure to sickness, illness, viruses, harmful bacteria and other infectious diseases; and/or (ix) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their contractors, agents or employees.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to me or to my property. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect my participation in the event, use of the Fairgrounds, or harm to co-participants.

I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE to me or to my property arising from participation in the event or use of the Fairgrounds.

I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with the participation in the event, use of the Fairgrounds including, but specifically not limited to, any and all negligence or fault of Releasees.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER and will apply to all current and future participation in the event or use of the Fairgrounds authorized hereunder. I understand that this RELEASE OF LIABILITY will prevent me, my child, my heirs or my estate from bringing any action at law, suit in equity, or other judicial proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from participation in the event or use of the Fairgrounds.

I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY Releasees, and all other persons or entities from all defense costs, including attorneys' fees, or any other

costs incurred in connection with claims for mental or bodily injury, wrongful death or property damage that may be filed by me, my child, my heirs or my estate. Such indemnity and defense obligation shall further extend to any claim or loss, which alleges that I negligently or intentionally caused any injury, death or damage to co-participants or other third parties in the course of my participation in the event or use of the Fairgrounds.

This License of understanding constitutes the entire agreement between the parties and shall not be modified unless in writing and signed by The Fair and Licensee.

SOUTH FLORIDA FAIR & PALM BEACH
COUNTY EXPOSITIONS, INC.

LICENSEE

By: _____
Victoria Chouris, President/CEO

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____