



Meet the New Arts Season in Miami!

#ArtsLaunch2018 Community Village Exhibitor Form

Saturday, September 8
(Rain Date: Saturday, Sept 22)
Ziff Ballet Opera House Stage
10 am - 5 pm
FREE to Exhibit

**Submit your completed
application to
artslaunch@arshtcenter.org**

RESERVATION DEADLINE: Noon – May 1, 2018

IV. EXHIBITOR CONTACT INFORMATION:

Contact person: _____ Title: _____

Company name: _____

Street address: _____ Suite #: _____

City, State, Zip: _____

Telephone (required): _____ Fax: _____

Cell phone (required): _____ Email: _____

How many events does your organization exhibit at annually? _____

I have read and agree to the Exhibitor Terms & Conditions Signature: _____

I. ORGANIZATION / EXHIBITOR:

("Exhibitor") agrees to exhibit at "ArtsLaunch2018" at the
Adrienne Arsht Center, 1300 Biscayne Blvd., Miami.

II. Are you available to participate Sept. 8 AND, if needed, Sept. 22
(rain date)? Yes No

III. EXHIBITORS ARE PROVIDED:

- Two Chairs • One 6' table • E-blast template
- If available, our booth could use wi-fi
- Other special requests: _____

III. EXHIBITORS AGREE TO:

- Send two (2) exclusive/dedicated e-blasts announcing "ArtsLaunch2018" to full constituent database/e-mail list prior to Festival (template will be provided)

Number of constituents on e-list _____

Date of first e-blast: (circle one) AUG. 9 or AUG. 10

Date of second e-blast: (circle one) SEP. 5 or SEP. 6

Two (2) post on social media platforms. #ArtsLaunch2018

- Be CREATIVE and ENGAGING! Offer a giveaway or discount (ticket, membership, product) to festival attendees.
Brief description of the engaging activity, giveaway or discount: _____

- Load-in will begin at 6am on the day of the event at the Ziff Ballet Opera House and have table set up *on stage* according to Event organizers' standards no later than 9:30 am.

- Exhibitors are NOT permitted to abandon their tables prior to 5pm.

- Submit proof of insurance for event coverage. If you have questions about this requirement, feel free to contact us at artslaunch@arshtcenter.org

EXHIBITOR'S TERMS AND CONDITIONS FOR ARTSLAUNCH2018

This Exhibitor's Terms and Conditions agreement ("Agreement"), is entered on [__ / __ /2018], between the Exhibitor, as identified on the Exhibitor Form, the Adrienne Arshst Center for the Performing Arts of Miami-Dade County, ("Center") for the "ArtsLaunch2018" Festival to occur on September 8, 2018, ("Event"), upon the following covenants, conditions and terms:

- This Agreement shall constitute a valid and binding contract only when countersigned by the Center. Applications are considered on a first-come, first-served basis, based upon receipt of the application. The collaboration of the Center has sole discretion for accepting applicants and reserve the right in their sole discretion to refuse participation in the Event, or to limit the number of booths provided, to any applicant for any or no reason.
- The terms and conditions of Exhibitor Service Manual, as amended from time to time by the Center which shall be provided to Exhibitor prior to the Event, shall be considered incorporated herein as part of this Agreement. The Exhibitor is responsible to review the Exhibitor Service Manual carefully and be familiar with the terms and conditions therein. The parties hereby agree that the mutual consideration set forth below is sufficient, accepted, valuable and incontestable.
- The Exhibitor may distribute printed advertising, samples and souvenirs and display artwork from within Exhibitor's own booth only; provided that all distributed or displayed materials ("Exhibitor Material"), shall be subject to the final approval of the Center in their sole discretion. In addition, Exhibitor shall be solely responsible for obtaining, and represents and warrants to the Center that it has obtained, all necessary licenses and permissions to distribute, perform or display any Exhibitor Material which is protected by copyright, trademark, publicity or misappropriation laws, or any other intellectual property agreements or other laws.
- Exhibitor is encouraged to collect names and contact information of patrons.
- All of the Exhibitors are required to comply with the following terms to participate in the Event:
 - Send two (2) exclusive/dedicated (the provided ArtsLaunch2018 message must be the only message on the e-blast) e-blasts announcing "ArtsLaunch2018" Festival to the Exhibitor's full constituent database/e-mail list, prior to the commencement date of the Festival (a template will be provided);
 - E-blast should be deployed AUG 9 or AUG 10 and SEPT. 5 or SEPT. 6, 2018;
 - Load-in will begin at 6am on the day of the Event and have the booth fully set up according to the Event organizers' standards no later than 9:30 AM
 - Submit proof of insurance coverage as required in Section 7.C., below for the Event.
- The Exhibitor and Advertising Contacts listed on the reverse side of this Agreement shall be authorized to make all decisions regarding exhibiting and advertising, respectively.
- (A) Exhibitor shall indemnify, defend and hold forever harmless the Performing Arts Center Trust, Inc., d/b/a the Adrienne Arshst Center for the Performing Arts of Miami-Dade County, the Adrienne Arshst Center Foundation, Inc., the Performing Arts Center Foundation of Greater Miami, Inc., d/b/a the Carnival Center Foundation, Miami-Dade County, as well as their respective officers, directors, trustees, employees, agents, servants, partners, subsidiaries, successors, affiliates, assigns, volunteers, the Event sponsors and their employees, representatives and agents of each from any claims, liabilities, costs, actions, suits, proceedings, judgments, settlements, liabilities, losses, damages (of any nature whatsoever), penalties, fines and attorneys' fees (at all levels) (hereinafter collectively "Claim"), that arises out of: (i) any breach or default of any of the covenants, warranties and representations, conditions and terms of this Agreement, (ii) any negligent, wrongful, harmful, illegal act or omission of the Exhibitor (including by any of its agents, servants, employees, independent contractors, partners or joint ventures), (iii) for any acts or omissions of malfeasance, nonfeasance, or misfeasance, and (iv) for any injury, loss or damage to property or persons (including death), arising out of Exhibitor's activities in connection with the Event. The party to be indemnified shall notify the Exhibitor of any such Claim and if the Exhibitor does not fulfill its obligation herein, then the party to be indemnified, may at its sole election, undertake to defend, settle, or compromise any such Claim, and recover all damages, costs, and fees as set forth above, from the Exhibitor. This covenant shall survive any expiration or termination of this Agreement.
(B) The Center, the Event sponsors and the their respective officers, directors, trustees, employees, agents, servants, partners, subsidiaries, successors, affiliates, assigns, representatives and volunteers, shall not be liable for any Claims, liabilities, costs and charges (including attorneys' fees, at all levels and costs) arising out of any injury, (including death), loss or damage to the person or property of Exhibitor, its employees, representatives or agents, whatsoever, except to the extent arising out of, and directly and proximately caused, by the sole negligence of the Center and/or the Event sponsors.
(NOTE: The following sub-Section C may be subject to change depending on the reply from the insurance brokers.)
(C) In consideration for the participation in the Event, access to, and the ability to place an exhibition booth on, the premises, the Exhibitor shall provide and maintain in effect and shall fully insure itself, its personnel, staff, guests, crew, officers, directors, employees, servants, agents, third parties, independent contractors and volunteers, with the following insurance: (i) Worker's Compensation Insurance and Employer's Liability, with coverage including limits of \$100,000 each employee, \$500,000 policy limit and \$100,000 each accident (including Disability Benefits); (ii) Commercial Liability (Public Liability) Insurance on a comprehensive basis with a combined single limit of \$2,000,000, per occurrence, with coverage for bodily injury, death and property damage, (iii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles, with coverage for personal injury, death and property damage, in an amount not less than \$500,000; and (iv) All Risk Property Insurance with coverage for all properties brought into, or used on the premises in connection with the Event, including, without implied limitation, the property of third persons under the control of the Exhibitor.
(D) The Commercial Liability, Automobile Liability, and All Risk Property Insurance policies shall include a waiver of subrogation of any claims or suits against the Performing Arts Center Trust, Inc., d/b/a the Adrienne Arshst Center for the Performing Arts of Miami-Dade County, the Performing Arts Center Foundation of Greater Miami, Inc., d/b/a the Carnival Center Foundation, the Adrienne Arshst Center Foundation, Inc., and Miami-Dade County, as well as their respective officers, directors, trustees, agents, affiliates, parents, partners, successors, subsidiaries, servants, assigns, employees and volunteers, and any entity or person affiliated with those entities (all of which are collectively referred to as the "Center Insureds").
(E) All liability policies or certificates shall name the Center Insureds as "Additional Insureds" with respect to any claim or cause of action that may arise out of the Event and the use of the Center, notwithstanding whether the claim or suit is commenced subsequent to the Event or the term of this Agreement. All policies shall be primary and noncontributory from any other policy. All policies shall be endorsed to provide a 30-day written notice of any cancellation, modification or material change to the Center. Not less than fourteen (14) days prior to the Event, the Exhibitor shall provide certificates of insurance evidencing such coverage. No booths shall be displayed until the required insurance coverage is in effect.
(F) The obtaining of insurance or the furnishing of evidence of insurance, as provided in this Section, shall not in any way relieve the Exhibitor from any of the obligations, liabilities, assumptions, responsibilities or other contractual duties referred to in this Agreement, regardless of the coverage mentioned in such insurance or terms of the policy of policies involved.
(G) All personal property of the Exhibitor (which collectively includes but is not limited to its personnel, staff, guests and crew), which is brought on to the premises shall be at the sole risk of Exhibitor. Exhibitor agrees to provide the Center, at the time of execution of this Agreement, with an itemized list of any and all personal property that Exhibitor will be bringing onto the premises with a value that is equal to, or in excess of, One Hundred Thousand Dollars (\$100,000.00) in conjunction with the Event. This is required by the Center's insurer and is a material covenant of this Agreement. Exhibitor hereby expressly waives any right to seek a claim or action for any losses, damages, payments, compensation, reimbursement or other amounts from the Center, and/or their respective insurance carriers, and Exhibitor agrees that Exhibitor, and not the Center, shall be obligated to promptly repair any damages or losses to its personal property and/or any personal or real property of the Center and/or any third party, (which is damaged by the Exhibitor), or to replace the same.
(H) If Exhibitor does not have the Commercial Liability (Public Liability) Insurance coverage as required in sub-Section (C) above of this Section, then the Exhibitor may purchase a Tenant Users Liability Insurance Policy ("TULIP"), from USI Insurance Services, LLC. Exhibitor must furnish the name and address of the company purchasing the policy to the Center immediately upon execution of this Agreement.
- The Exhibitor shall pay all fees and assessments required by any applicable federal, state, county, or local government agencies in connection with Exhibitor's participation in the Event. Exhibitor shall indemnify, defend and hold the Center harmless (in accordance with the provisions of Section 7), for any fees required to be paid by the Center in connection with Exhibitor's activities under this Agreement. Exhibitor shall provide the Center with all requested documentation to evidence Exhibitor's compliance with tax laws and rules.
- The Center reserves the right to hold the Event rain or shine.
- If for any reason the Event is canceled or rescheduled, the Exhibitor's sole remedy shall be the recovery of the fees/deposit, if any, paid pursuant to this Agreement (on a pro-rata basis if only a portion of the Event is cancelled).
- Under no circumstances shall the Center be liable, and the Exhibitor expressly waives any claims for, any lost profits or revenue, any consequential, incidental, indirect, special, exemplary, or punitive damages of any kind, or interest, in connection with its activities or omissions under this Agreement regardless of whether such damages were foreseeable. Exhibitor agrees that its sole remedy against the Center for any alleged breach or default of this Agreement by the Center shall be an action at law for damages, if any, which liability for and any amount of damages shall be limited to, and in no event exceed, the consideration paid or payable by the Exhibitor in accordance with this Agreement. Furthermore, Exhibitor shall not be permitted, under any circumstances whatsoever, to seek any equitable relief, including, but not limited to, any restraining orders and/or injunctive relief to prevent the Center's exploitation of any engagements, events, performances and/or any other person or entity's performances, services, or materials. This is a material covenant and shall survive any expiration or termination of this Agreement.
- The Exhibitor's failure to adhere to any deadlines set forth in this Agreement may result in a forfeiture of related benefits, including the ability to display a booth at the Event.
- Exhibitor may not assign, transfer, license, sell or delegate this Agreement or trade, sell, share or otherwise transfer the display, participation, advertising or exhibiting rights hereto, to any other person, organization or entity.
- This Agreement, together with any exhibits or attachments, constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements or agreements, both written and oral. The parties agree that all of the covenants, conditions and terms of the parties are fully merged and integrated herein and that this Agreement may only be modified or amended, by a written instrument, duly executed by all of the parties hereto. Exhibitor agrees that no representations of any kind have been made to Exhibitor by the Center or any of their agents and that no understanding has been made or agreement entered into other than as set forth herein.
- This Agreement shall be governed, construed, and enforced in accordance with the laws of Florida, without reference to any conflicts of laws principles. Jurisdiction and venue in any action to enforce or interpret this Agreement shall be commenced in a court of competent jurisdiction (state or federal), in Miami-Dade County, Florida. The parties hereby expressly stipulate and submit to the conferral of personal jurisdiction over them in any such action, and shall not assert, or interpose any defense of lack of jurisdiction or improper or inconvenient venue to the contrary. In any action or proceeding to enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees (at all levels), and costs.
- In the event of any default or breach of this Agreement, the aggrieved party shall provide a written notice to the defaulting party which specifies the alleged default or breach ("Notice of Default"). Upon receipt of the Notice of Default, the defaulting party shall have five (5) days to cure the default to the satisfaction of the aggrieved party. In the event the default or breach is not cured, then the aggrieved party, shall at its sole election, be entitled to suspend its performance, or terminate this Agreement, without any further liability or obligation, except as otherwise stated herein, or for any covenants which expressly survive the termination or expiration of this Agreement.
- Each party hereby mutually warrants and represents the following: (a) that it possesses the full authority and ability to enter into this Agreement and to fully render its respective performance obligations, (b) that it is not precluded by any law, judgment, decree, contract or other encumbrance from entering into this Agreement, and fully rendering its performance herein, (c) that it has not, nor will it breach, infringe, or violate any property, contractual or proprietary right (of any nature whatsoever), of any third party, person or entity which will expose the other party to any claim, liability, suit or proceeding, (d) that it is not aware of any pending or potential claim, suit, proceeding, action, obligation, liability, judgment, decree or settlement which would impede, impair or preclude its respective performance obligations herein nor expose the other party to any such claim, and (e) that it has secured and satisfied all licenses, clearances, releases, insurance, fees, permits and payments, from any and all third parties in order to enter into, and perform this Agreement.
- A party's non-enforcement of any provision of this Agreement shall not be construed to constitute a waiver of that party's right to enforce any prior, contemporaneous or future breach or default of this Agreement. Any such waiver will only be effective upon the waiving party's written consent. This Agreement shall not be construed as having been drafted by only one party, nor shall any ambiguity be resolved in favor of, nor against, any one party. In the event that a court shall construe any provision of this Agreement as void or unenforceable, then the balance of this Agreement shall continue to remain in full force and effect. Any notices that are required by this Agreement shall be in writing and delivered to the parties' respective addresses as stated herein, or at such other addresses as the parties may provide to the others in writing. Delivery shall be deemed effective upon any of the following: (a) via hand delivery by a party or by courier, with written acknowledgement of receipt, (b) via U.S. Postal Service, certified mail, return receipt requested, or (c) via an express mail service, with written confirmation of receipt. The parties expressly acknowledge that the persons executing this Agreement, possess the full authorization and agency to bind their respective principals hereto and the parties shall not be entitled to assert nor interpose any defense to the contrary, in the event of any dispute pertaining to this Agreement.
- The Exhibitor shall not be permitted to make any representations on behalf of the Center, nor incur any obligations, liabilities or expenditures of any kind whatsoever, without the prior written consent of the Center. The Exhibitor shall not use, in any manner whatsoever, the names, logos, copyrights, trademarks, trade dress, service marks, intellectual property rights, or any other images (collectively "Intellectual Property"), of the Center without obtaining the prior written consent of the Center. This Agreement shall not be construed to constitute an assignment, transfer, license or entitlement to, or use of, any of the Center's Intellectual Property rights, by the Exhibitor, or any other person or entity, without the Center's prior written consent. The parties agree that any unauthorized use of the Center's Intellectual Property would cause immediate and irreparable harm to the Center, which may not be remedied by monetary damages. Therefore, in the event of any breach of this provision, the Center shall be entitled to seek equitable relief, including an injunction without posting a bond (if permitted by law), as well as to pursue any other action for damages, attorney's fees (at all levels), costs and any other recourse permitted by law. This covenant shall survive the expiration or termination of this Agreement.