



## **FAM EXPO 2019 September 16-17, Orlando**

### **EXHIBIT SPACE INFORMATION**

8' x 10' booth - \$375 until 8/1. (FAM Members \$50 discount)

### **Please register online at:**

<https://www.flamuseums.org/machform/view.php?id=49415>

### **HOTEL RESERVATION INFORMATION**

Renaissance Orlando at SeaWorld  
6677 Sea Harbor Drive  
Orlando, FL 32821  
407.351.5555

Renaissance Orlando at SeaWorld  
6677 Sea Harbor Drive  
Online Reservations:

<https://book.passkey.com/e/49939633>

Telephone Reservations: 407/351-5555 or 800/266-9432 mention FAM Annual Conference  
\$109 per night plus \$25 Resort Fee, complimentary self parking (Rate Deadline: August 30)

Resort fee includes: WiFi, Meeting Space WiFi, Bottled Water, Welcome Resort Beverage (2 coupons per room, per stay)

### **SETUP/BREAKDOWN**

Location – Crystal AB Ballroom – Renaissance Orlando at Sea World  
Exhibit Setup, Monday, September 16 – 12 noon to 4:30 pm  
Expo Opening Reception, Monday, September 16 - 4:45 to 6:15 pm  
Evening Event at Local Museums – Exhibitors Invited  
Expo Reopens Tuesday, September 17 – 8 am with breakfast  
Expo Closing Desert Reception from 4:15 to 5:30 pm  
Exhibitor breakdown begins at 5:30 pm

**Additional Information Available at [www.flamuseums.org](http://www.flamuseums.org).**

P.O. Box 10951  
Tallahassee, Florida 32302  
p.850.222.6028  
f.850.222.6112  
[www.flamuseums.org](http://www.flamuseums.org)  
[fam@flamuseums.org](mailto:fam@flamuseums.org)

## TERMS AND CONDITIONS

1. **DEFINITIONS:** A) FAM shall mean Florida Association of Museums, Inc., its officers, agents or employees. B) FAM EXPO 2019 means all events and activities conducted in September 2019, for Florida Association of Museums, Inc. Exposition, 2019. C) Center means Renaissance Orlando at Sea World. D) "Exhibitor" means the company whose name appears on the contract for exhibit space. E) "Exhibit" means the exhibit booth stall or display used by exhibitor at the EXPO, all components, installations, and equipment and any part thereof that are located at the space assigned to the exhibitor by FAM. F) The terms "contract" and "agreement" are used herein interchangeably to mean binding contract.

2. **LIMITATIONS OF LIABILITY:** The Exhibitor hereby assumes the risk of all liability and hereby waives any claims for any loss, theft, damage to or destruction of any property of the Exhibitor, or the agents, invitees of the Exhibitor or members of the public or for any personal injury to any and all persons, including the Exhibitor or the agents or invitees of the exhibitor or the public in general. Exhibitor hereby agrees to indemnify, defend and hold FAM harmless from any and all claims by third parties against FAM arising from any loss, theft, damage to or destruction of property, personal injury or death caused by or resulting from the acts or omissions by the Exhibitor, or the agents or invitees of the Exhibitor in connection with FAM EXPO 2019. Exhibitor shall take all precautions necessary to prevent the occurrence of any loss, theft, damage destruction of property, death or personal injury to persons at FAM EXPO 2019 and in connection with Exhibitors' activities at FAM EXPO 2019.

3. **CONTRACT/AGREEMENT:** A contract will not be considered in force until accepted on behalf of FAM. Upon acceptance, the contract is binding and non-cancelable by either party except as specified herein. Once accepted, this contract is for FAM EXPO 2019 specified herein including the move-in and move-out periods and does not extend to the Exhibitor any rights of any kind with respect to any other shows. Booth numbers and allocations are selected on an arbitrary, first-come first-serve basis. FAM reserves the right to change booth numbers and/or locations if warranted.

4. **SERVICES PROVIDED:** Payment of booth fee entitles the Exhibitors to the following during the exposition: A) The booth space as stated above B) Two folding chairs C) One six foot draped table D) One booth identification sign with booth number and Exhibitor name.

5. **INSURANCE:** The Exhibitor, acknowledges that FAM and the Center do not maintain insurance coverage and do not accept responsibility for the Exhibitor's property. It is the sole responsibility of the Exhibitor if it so desires, to obtain business interruption, property damage and other appropriate insurance covering Exhibitor's property and liability.

6. **ADMISSIBLE EXHIBITS:** A) Only products and/or services relating to FAM EXPO 2019 are admissible. B) Assigned space is only for the display of the product line which FAM believes to be for the benefit of FAM EXPO 2019. Any substantial change in the type or character of Exhibitor's product line requires prior written approval of FAM. D) Exhibitor shall not display merchandise other than the Exhibitor's own product, or that product line for which Exhibitor is the representative. E) FAM reserves the right to disapprove the exhibit of any product or service which is not related to FAM EXPO 2019 or otherwise does not comply with these terms and conditions, or which is in violation of the rights of a third-party as determined by a court of competent jurisdiction. F) Only one company or organization may exhibit its products or services in a single space. G) The subletting of space is prohibited.

7. **DISPLAY REGULATIONS:** A) No exhibit may block or interfere with a neighboring exhibit. B) Linear display: Exhibit fixtures, components and identification signs will be permitted up to a maximum height of ten feet. Displays and display material may not extend out to the aisle. C) Island booth: Exhibit fixtures, components and identification signs will be permitted up to a maximum height of ten feet in the entire cubic content of the booth. D) Hanging signs: Signs suspended from the ceiling are prohibited. E) All designs for displays, except those involving the use of tables must be submitted to FAM for approval prior to use. F) Exhibitor will conduct all business within the assigned booth space(s). Solicitation of business in the aisles, lobbies or corridors of the Center is prohibited. G) Food and beverages consumed in Exhibitor's booth must be purchased by official on-site catering contractors, if any. H) The Exhibitor's booth will be provided with a sign denoting the booth number and company name. The booth sign must be visible in the booth at all times.

8. **PROHIBITED ACTIVITIES:** A) Exhibitor shall not hold any meetings or events which conflict with FAM EXPO 2019 dates and hours. B) Exhibitor shall not dispense any food or beverage items of any type or throw-away items without the prior written approval of FAM. C) No alcoholic beverages shall be served or consumed in Exhibitor's booth during FAM EXPO 2019 hours. D) Distribution of deceptive pricing material is prohibited. E) Florida law prohibits smoking in the Exhibit area.

9. **EXHIBITOR'S REPRESENTATIVE:** Exhibitor shall have a representative present at FAM EXPO 2019 throughout all exhibit times and during the installation and dismantle of the exhibit. Said representatives shall be authorized to act on Exhibitor's behalf on any subject related to FAM EXPO 2019.

10. **CANCELLATION:** If the Exhibitor desires to cancel this contract, Exhibitor may only do so by giving notice thereof in writing sent to FAM by certified mail, return receipt requested. In such event, Exhibitor shall continue to be liable for one hundred percent of the total exhibit fee unless the written notice of cancellation is received by FAM no later than August 17, 2019. In the event written notice of cancellation is received between May 1, 2019 and August 17, 2019 inclusive, Exhibitor shall be liable for 50% (fifty percent) of the total exhibit fee. Because these dates are related to FAM EXPO 2019 dates and not to the date of this agreement, these dates shall apply regardless of the date on which this agreement is executed. This amount is considered to be liquidated and agreed upon damages for the injuries FAM will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it will cause FAM to sustain damages. In this situation, FAM's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this contract as a valid pre-estimate of these damages. The date of the cancellation shall be the date FAM receives the notice sent by the Exhibitor by certified mail, return receipt requested. FAM shall be entitled to close an exhibit at any time for failure by any exhibitor or his assignee to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to any refund or any part of any fee. In the event that the Exhibitor decides to cancel this agreement, according to the terms and conditions contained herein, and should the cancellation be received by FAM thirty days or less prior to the commencement of FAM EXPO 2019 set-up, the Exhibitor agrees to pay to FAM any additional decorating expenses FAM may incur in decorating the exhibit space which the Exhibitor canceled.

11. **USE OF CENTER:** In consideration of full and timely payment of all sums due as set forth in the contract, Exhibitor is hereby granted exclusive use of the exhibit space described on the exhibit space contract during the course of FAM EXPO 2019 for the purpose of an exhibit as outlined herein.

12. **INSTALLATION AND DISMANTLING:** A) all charges for labor or rental of equipment from the official contractor(s) if any, the Center or any other party will be billed directly to the Exhibitor, and under no circumstances shall these charges be assumed by FAM. B) All exhibit displays must be completely installed no later than 4:00 PM the day of FAM EXPO 2019 opening. C) All display merchandise must be set and personnel must be thoroughly ready 30 minutes previous to the opening of FAM EXPO 2019. D) Exhibitor agrees not to dismantle or to start to load merchandise or displays before the closing FAM EXPO 2019.

13. **ACTS OF GOD, FIRES, STRIKES, SITE UNAVAILABILITY, ETC:** In the event the Center or any part of the exhibit area thereof is unavailable whether for the entire FAM EXPO 2019, or a portion of FAM EXPO 2019, as a result of fire, flood, pest, acts of God, or any other cause, or, as a result of governmental intervention, malicious damage, acts of war, strike, lock out, labor dispute, riot or any other cause or agency over which FAM has no control, or should FAM decide that because of any such cause it is necessary to cancel, postpone, or relocate FAM EXPO 2019, or decrease installation time, FAM EXPO 2019 time, or removal time, FAM shall not be liable to indemnify or reimburse Exhibitor with respect to any damage or loss direct or indirect, arising as a consequence thereof. In the event the location for FAM EXPO 2019 changed, FAM shall provide Exhibitor with such space at the new location as regarded appropriate and the Exhibitor agrees to use such space pursuant to the terms hereof. In the event that FAM cancels FAM EXPO 2019 for reasons other than outlined above, FAM agrees to return to the Exhibitor all monies paid directly to FAM for the Exhibit rental less the 50% non-refundable deposit.

14. **ASSIGNMENT:** The Exhibitor shall not assign this contract or sublet its Exhibit, nor any part thereof, except upon prior written permission of FAM.

15. **COMPLIANCE WITH RULES AND AMENDMENT:** Exhibitor shall be bound by and comply with all terms and conditions set forth herein and any amendments thereof or additional rules or regulations which may be established by FAM for proper conduct of FAM EXPO 2019. In the event Exhibitor violates any provision of this agreement, FAM shall have the right to cancel this agreement or to prohibit, close, correct, remove or eliminate any Exhibit or part of exhibit, conduct or action. Questions regarding interpretation, compliance or enforcement of rules or this agreement shall be decided by FAM and the Exhibitor agrees to be bound thereby.

16. **ATTENDANCE:** FAM makes no representations or warranties regarding the number of persons who will attend FAM EXPO 2019, such number being impossible to predict accurately at this time. FAM reserves the right to change the name of FAM EXPO 2019, the venue of FAM EXPO 2019 and official FAM EXPO 2019 suppliers.

17. **SALES:** If sales are conducted during the FAM EXPO 2019, the Exhibitor, at its own expense, shall obtain all permits and approvals required and pay all sales tax for which it becomes liable as a result of such sales.

18. **PROHIBITED MATERIALS:** The Exhibitor shall not bring or permit in the Center any explosives, gasoline, kerosene, acetylene, propane or other fuels or combustibles.

19. **SOUND:** Exhibitors shall not use music from any source which requires permission from the copyright owner unless they have, in advance, obtained a license to perform such music, paid any fees required and provided FAM with a copy of the fully-executed license agreement. Exhibitor agrees to indemnify FAM for all claims resulting from failure to comply with these requirements. The use of sound systems is permissible provided that they are not audible more than three feet into the aisle or into neighboring exhibit spaces and that the sound is directed into the Exhibitors space or vertically. FAM shall have absolute control over the implementation of this regulation, the intent of which is that sound systems shall not be audibly objectionable to neighboring exhibitors.

20. **COLLECTION:** Exhibitor agrees to pay interest at the rate of 1.5% per month (18% per annum) on all past due fees. Exhibitor also agrees to pay all collection costs of FAM, including reasonable attorney's fees together with costs incurred by FAM in enforcing its rights hereunder.

21. **JURISDICTION:** This agreement is deemed to be entered into in the State of Florida and governed by the laws of the State of Florida. The Exhibitor consents to the jurisdiction of the courts of the State of Florida for the resolution of any and all disputes and claims arising out of and/or relating to this agreement. However, nothing herein shall obligate FAM to enforce its rights in said State if jurisdiction is proper elsewhere. The Exhibitor waives any claims it may assert as to lack of personal or subject matter jurisdiction, and agrees that such jurisdiction exists in Florida.

22. **ENTIRE AGREEMENT:** This writing contains the entire agreement between the parties and may not be changed orally, but only by an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver, change, modification or discharge is sought.

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