

Fashionistas Fashion Show

Saturday, November 8, 2008
Old Hyde Park Village



Exhibit Contract

Thank you for your interest in exhibiting at the Fashionistas Fashion Show benefiting the 4th Annual Focus on Females® Women's Healthcare Symposium. Please review, sign, and return this contract at your earliest convenience together with a copy of your Certificate of Liability Insurance (please refer to number 11 in the following terms for further details regarding Liability, Insurance and Waiver of Subrogation).

_____ Company	_____ Company Web Site	
_____ Contact Name	_____ Contact Title	
_____ Contact Phone	_____ Contact Email	
_____ Address		
_____ City	_____ State	_____ Zip
Description of Services/Products: _____		

Exhibit Booth Selection

Single Booth (8' wide)
Space includes one 6' table and one chair
Cost: \$1,000

Double Booth (16' wide)
Space includes two 6' tables & two chairs
Cost: \$2,000

I am a sponsor &
booth is included in my sponsorship benefits
Cost: N/A

Method of Payment

Check
Payable to FOF Fashion Show

AMEX

VISA

MASTERCARD

DISCOVER

_____ Name as it appears on credit card	_____ Credit Card Number	_____ Security Code
_____ Credit Card Expiration Date	_____ Signature	_____ Check Number

Please **fax CREDIT CARD payments**, completed form & Certificate of Insurance to:
813-250-9302

Please **mail CHECK payments**, completed form & Certificate of Insurance to:
FOF Education Foundation, Inc.
c/o Dr. Maskin
3001 W. Swann Avenue, Tampa, FL 33609

For information contact Fashionistas Chairs Kit Stewart @ 813-765-4988 or Natalie Cheeseman @ 813-310-8982

Email: kit@kitswelldressed.com

Exhibitor and Fashionistas Fashion Show (FFS) for Focus on Females Education Foundation, Inc. (FOFEF) agree as follows:

- 1) **WHO MAY EXHIBIT – FFS** is only for those individuals or organizations offering healthcare products, services and special interest information for women. **FFS** reserves the right to determine eligibility of any applicant as an Exhibitor up to and including the dates of the Show. **FFS** may, in its sole discretion, determine that certain organizations are ineligible to exhibit due to the objectionable nature of their products, services or special interest.
- 2) **ASSIGNMENT OF EXHIBIT SPACE** – Assignment of space will be made on a first come, first serve basis. **FFS** reserves the final decision and right, in the best interest of the Exhibit, to amend the floor plan, assign, or relocate selected space in areas other than that selected by Exhibitor without any liability to Exhibitor whatsoever.
- 3) **COST OF EXHIBIT SPACE** – The cost of the exhibit space is noted above. Cost includes: booth fee and Exhibitor name listed in program and website. Exhibitor shall not disclose the cost of its exhibit space to anyone outside of its own organization.
- 4) **FEE NON-REFUNDABLE** – Once an Exhibitor signs a contract and submits payment for exhibitor space, the payment is non-refundable under any and all circumstances.

Registration fees are payable to **FOFEF** in the form of cash, check, money order, or credit card. Registration fees received within 30 days of the Fashion Show must be paid by cash, money order or cashier's check. There will be a \$50 fee for any returned check. Send contract and check to **FOFEF**, c/o Dr. Maskin, 3001 W. Swann Avenue, Tampa, FL 33609. Fax contract with credit card payments to 813-250-9302.
- 5) **ARRANGEMENT OF EXHIBITS** – Exhibit(s) shall be arranged so as to avoid obstructing the general view of the other exhibits in the Exhibition area. Exhibits must be self-contained within the assigned booth area. Chairs, furniture, or exhibit materials are NOT to be placed outside the booth area. Demonstrations are permitted only within the confines of the individual exhibitor's booth. No interference with normal traffic flow or infringement of neighboring exhibits will be permitted. Exhibitors understand that all displays will be outside and potentially subject to adverse weather conditions.

Maximum height of booth permitted is eight feet. The full height of the back walls may extend from the back of the booth to three feet forward. Maximum height for the front seven feet of the exhibit booth shall not be higher than three feet.

Display material exposing an unfinished surface to neighboring booths is strictly prohibited. Nothing shall be posted, tacked, screwed, or otherwise attached to columns, walls, floors or other parts of the facility or furniture. Exhibitor shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilation, or air conditioning systems or portions thereof, or to the public areas adjacent thereto, or to the street or sidewalks adjoining. Any changes required to protect the facility in the opinion of **FFS** will be at the expense of the Exhibitor.
- 6) **REGISTRATION** – Upon arrival, Exhibitors must register with designated **FFS** individual in charge of Exhibitor Registration. After Exhibitor registers, Exhibitor will receive table location assignment and any additional instructions. There will be a maximum of two company employees at the booth at any time, except during installation and dismantling of the exhibit.
- 7) **OBJECTIONABLE DISPLAYS** – **FFS** reserves the right to reject or terminate exhibit privileges of any Exhibitor including personnel in whole or in part, which because of notice, conduct of personnel, method of operation, materials, or for other causes which **FFS** believes is not compatible with the purpose of the Fashion Show, or any other reason in the opinion of **FFS**, without liability for any refunds or other expenses incurred.
- 8) **COMPLIANCE WITH LAWS** – Exhibitors shall bear responsibility for the compliance with any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including the Policies, Rules and Regulations of Hyde Park Village regarding the installation, dismantle and operation of the exhibit.
- 9) **AMERICANS WITH DISABILITIES ACT** – Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, its regulations and guidelines (collectively "ADA"). Exhibitor shall indemnify, defend and hold harmless **FOFEF**, **FFS**, its directors, officers, employees and agents, and each of them, from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision or noncompliance with any provision of the ADA.
- 10) **EXHIBIT HOURS** – In their own best interest and for security, Exhibitors are encouraged to keep an attendant at their booths during all open hours. It is agreed that NO Exhibitor will dismantle or remove any part of their exhibit prior to Fashion Show closing.
- 11) **LIABILITY, INSURANCE AND WAIVER OF SUBROGATION** – **FFS**, **FOFEF**, and Old Hyde Park Village shall not be held responsible for the safety of exhibits and property owned or rented by Exhibitor against fire, theft, property damage, or for accidents to Exhibitor or their employees from any cause prior to, during or subsequent to the period covered by the exhibitor contract. Exhibitor shall obtain, at their own expense, adequate insurance against any such injury, loss or damage. The Exhibitor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under Exhibitor's insurance contracts for real and personal property. **Exhibitor shall list FFS and FOFEF as an additional insured on its liability policies for the period beginning with installation of the booth through dismantling and removal of the booth from premises. Exhibitor must provide copy of Certificate of Liability Insurance 30 days prior to event.**
- 12) **INDEMNIFICATION** – Exhibitor shall indemnify, defend and hold harmless **FOFEF**, **FFS**, its officers, directors, employees and agents against and from any and all losses, costs, damages, liability or expenses (including attorney's fees) arising from or by reason of any accident, bodily injury, property damage or other claims or occurrences to any person, including Exhibitor, its employees, agents, contractors, or any business invitees, arising out of or related to Exhibitor's occupancy or use of the exhibition premises in the Fashion Show or in and adjacent to Old Hyde Park Village, including storage and parking areas. The terms of this provision shall survive the termination or expiration of this Agreement.
- 13) **FORCE MAJEURE** - Should any circumstance beyond the control of and not the fault of, **FFS** prevent or materially affect the Fashion Show from being held as scheduled, or the exhibit space not being available for uses herein specified due to war, governmental action or order, act of God, fire, strikes, labor disputes or any other cause beyond the control of **FFS**, this Agreement shall immediately terminate and no fees shall be returned.
- 14) **DRESS OF ATTENDANTS** – Exhibitors shall be appropriately dressed in business attire. Costumes not regularly associated with the business and professional character of the conference must have the approval of **FFS**.
- 15) **SUBLEASING** – Exhibitors may not sublet, sub-divide or assign their space, or any part thereof without the prior written consent of **FFS**.
- 16) **ALCOHOLIC BEVERAGES** – Exhibitors will not be permitted to sell, serve or give away alcoholic beverages without the prior written consent of **FFS**.

For information contact Fashionistas Chairs Kit Stewart @ 813-765-4988 or Natalie Cheeseman @ 813-370-8982

Email: kit@kitswelled.com

- 17) **COPYRIGHTED WORKS** - Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc. which may be required for it to broadcast, perform or display any copyrighted materials including, but not limited to, music, video and software. Exhibitor shall indemnify, defend and hold harmless **FOFEF, FFS**, its directors, officers, employees and agents, and each of them, from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.
- 18) **EXHIBIT INSTALLATION/DISMANTLING** – Exhibitor shall be responsible for unloading and transporting its booth to the exhibit area and for installing and dismantling the exhibit. All costs of shipping, cartage, carpeting and handling are to be borne by the Exhibitor.
- 19) **Old Hyde Park Village has no facilities for receiving or storing advanced shipments.**
- 20) In the receipt, handling, care of, custody of, property of, and any kind shipped or otherwise delivered to the Exhibition either prior to, during or subsequent to the use of the exhibit space by Exhibitor, **FOFEF, FFS** and its officers, agents, and employees shall not be liable for any loss, damage or injury to such property.
- 21) **CHANGES** – **FFS** reserves the right to make any reasonable changes in the rules necessary to insure the health and safety of those in attendance, significance of the exhibition and harmony of operation. Exhibitors will be advised of any such changes by bulletin.
- 22) **VIOLATIONS** - Violations of any of these Rules and Regulations on the part of Exhibitor, its employees or agents shall, at the option of **FFS**, can constitute **FFS** to terminate this Agreement, expel Exhibitor from the Fashion Show and Exhibitor shall forfeit all fees paid to **FOFEF** and/or **FFS**.

We hereby apply for Exhibit Space(s) at the Fashionistas Fashion Show for Focus on Females Education Foundation, Inc. and agree to abide by the terms and conditions outlined in this Exhibitor Contract and Fashion Show Guidelines.

Print Company Name

Print Exhibitor Name & Title

Exhibitor Signature

Date

FFS for FOFEEF office use only:	
Approved By: _____	Date: _____
Payment Amount: _____	Payment Date: _____
Form of Payment: _____	

For information contact Fashionistas Chairs Kit Stewart @ 813-765-4988 or Natalie Cheeseman @ 813-310-8982

Email: kit@kitswelldressed.com