

## VENDOR CONTRACT & APPLICATION



JAN. 13TH, 2019 • 1-5PM

### A. DISPLAY REGULATIONS:

1. Exhibitors shall have at least one attendant at their booth at all times while the Family Health Expo (herein referred to as "Expo") is open to the general public.
2. Displays over 8' in height must be masked where the display is visible over a neighboring exhibitor's area. Displays must be confined to actual rented space, with no elements extending into the aisle not to disrupt the flow of traffic in front of areas. The use of music must not disturb other vendors.
3. Exhibitors shall not deface floors, walls, or columns of the facility, including the booth equipment provided and/or rented for the event. DO NOT hang items from walls. Exhibitors will be liable for any damage resulting from displays hanging from walls and will be billed for necessary repairs.
4. In the event you cannot appear at the event for any reason, there will be no refunds.
5. Exhibitors wishing to sell or distribute food or beverages must obtain prior approval from the Expo team.
6. Exhibitors are responsible for the cleaning and maintenance of their areas and must keep the display fully assembled and in presentable condition at all times during the expo.
7. All displays shall conform to the Venue & Fire Marshall's inspection requirements. Display materials shall be nonflammable or flame retardant. Exhibitor is responsible for familiarizing themselves with such city ordinances, regulations, and Fire Marshall instructions.
8. Propane or Helium tanks or other highly flammable or potentially explosive materials are prohibited inside the Venue.
9. Exhibitors shall not assign or sublet any part of their assigned space; nor may two or more unrelated companies share a single space or combine their reservations without prior approval.
10. Confetti bubbles, burning candles and taping or hanging items on the walls is not permitted by the venue.
11. It is the sole responsibility of the Exhibitor to hold proper permits and a sales tax license for operation in Florida and likewise to report sales made at the show in accordance to Florida state tax rules and regulations.
12. Electricity—All electrical connections shall be equipped with Electrical Ground Conductor. Exhibitors needing electricity are required to order it from the show in advance.
13. Payment is due at time of reservations. No spots are held without payment. No partial payments accepted. You agree to pay a service charge of \$25.00 for any check returned to us for "non- sufficient funds." Booths are awarded first come per served.
14. Samples, pamphlets, publications, and any other promotional material may be distributed by an Exhibitor only from within his/her area(s). No one outside the show may distribute promotional material of any kind without management permission.
15. Unethical or inappropriate conduct, or infractions of these Guidelines and Regulations by an Exhibitor or by an Exhibitor's representative(s), may result in dismissal from Expo. In such an event, it is specifically understood by the Exhibitor that no refund will be made, and that no demand for redress will be honored from the Exhibitor, the Exhibitor's representative, or any agent for the Exhibitor. Exhibitor expressly waives his right to sue in the event he is dismissed from the Expo for unethical or inappropriate conduct, or violation of these Guidelines and Registrations.
16. Exhibitors are urged to remove valuable property from the premises during non-exhibit hours of the Expo. Chabad of West Boca Raton is not responsible for lost or stolen property. Chabad of West Boca Raton is not responsible for loss or damage occurring to the exhibit or sustained by the Exhibitor from any cause.

### B. INDEMNIFICATION:

Exhibitor shall indemnify and hold harmless the Expo and the Chabad of West Boca Raton, their officers, directors, representatives, agents, servants and employees from and against any and all claims, personal injuries, damages, losses and expenses including attorney's fees arising out of or resulting from the activities of the Exhibitor, or the officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors of Exhibitor.

### C. ATTORNEY'S FEES:

If a civil action arises between the parties out of this agreement or to enforce any of its provisions, the losing party shall pay the attorney's fees of the prevailing party as trial court may adjudge reasonable and if an appeal is taken

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from any judgment of the trial court, the losing party shall pay the amount the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on appeal.

**D. LICENSES:**

Exhibitor shall be responsible to obtain any/all licenses required for the exhibit.

**E. ASSIGNMENT:**

Management may sell, assign, or transfer any or all of its rights, benefits, privileges, obligations or duties under this agreement.

**F. RULES AND REGULATIONS:**

Management reserves the right to impose reasonable rules and regulations governing the operation or conduct of the Exhibitor. If an Exhibitor fails to occupy space assigned for the Expo by 12:30pm on the day of the Expo, or fails to comply in any other respect with the terms set forth for the Expo, the Expo reserves the right to use such space in any manner whatsoever, without releasing the Exhibitor from the financial obligation agreed upon when the Exhibitor's reservation was accepted, from infraction of these Guidelines and Regulations, or from any other financial obligations incurred through the Exhibitor's anticipated occupancy in the Expo. All matters and questions not covered by these regulations are subject to the decision of the Chabad of West Boca Raton who may amend these rules and regulations at any time. All amendments that may be made shall be equally binding upon publication to all parties affected by them as the original regulations. The Family Health Expo reserves the right to modify the floor plan at any time and alter locations of exhibitors or booths or show activities, without notice, to present a more successful Expo if deemed in the best interest of the Expo. The Family Health Expo has the right to contact exhibitor via phone, mail or e-mail to provide information for future events and other promotions that they handle/offer.

**G. COMPLETE AGREEMENT:**

This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto. This agreement shall be construed in accordance with the laws of the state of Florida. Exhibitor specifically consents to Venue in Palm Beach County for any disputes arising under this agreement.

**H. RIGHTS OF THE MANAGEMENT IF EVENT IS NOT HELD:**

The Family Health Expo Management shall not be liable for any damages or expense incurred by Exhibitors in the event the Expo is delayed, interrupted or not held as scheduled; and if, for any reason beyond the control of the Management, the Expo is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by the Management in producing the Expo.

**Vendor/Sponsor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**General Release:** the undersigned does hereby forever discharge, release and hold harmless, the Chabad of West Boca Raton or any member of those and from any and all manner of actions, suits, damages or claims whatsoever from any loss of damage to the property of the undersigned while in the possession or supervision of the event, their agents, representatives or employees. This application constitutes a reservation and as such NO REFUNDS for cancellations. The application will go through an approval process and all Vendors will receive a confirmation email whether the application has been accepted or not. Payments will be processed upon approval ONLY. Please allow a minimum of 48 hours for approval process. It is recommended to carry insurance. Vendors are responsible for their own self-promotion materials and guests invites.

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Business Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Cell Phone \_\_\_\_\_ Other Phone \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

**VENDOR CATEGORY**

Clothing  Medical/Practitioner  Food Provider  Wellness/Fitness

Restaurant  Art  Hair  Cosmetics  Other (detail below)

Description of service or product:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Vendor Space Fee: \$72 + raffle prize donation (product, service or gift card, any value)**

Vendor Fee of \$72 Includes:

- 6 ft. banquet table with 2 chairs and a tablecloth
- Free set up and breakdown
- Free Parking

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**RAFFLE SPONSORSHIP:**

Take advantage of sponsorship opportunities and get more exposure by donating raffle items. (Suggested items- Vitamix, Fitbit, Salt Lamp, all other health related prizes!) Please list donated items or services below:

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**GENERAL SPONSORSHIP:**

If you cannot attend the event but would still like to participate, you may support our efforts and get more exposure through sponsorship. Your name will be added to the list of Sponsors and any items donated will be distributed to guests as giveaways or in raffle.

Donation Amount \_\_\_\_\_

List items donated and their value below:

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**Payment Information for Vendors and Sponsors:**

Vendor/Sponsor Company Name: \_\_\_\_\_

Email: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

Credit Card Type:            Visa \_\_\_\_\_ MC \_\_\_\_\_ Amex \_\_\_\_\_ Other \_\_\_\_\_

Name on Card: \_\_\_\_\_

CC Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Amount \$: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Call for Pay-By-Phone: (561) 487-2934

Checks Payable to: CHABAD OF WEST BOCA RATON  
Mailing Address: 19701 State Road 7, Boca Raton, FL 33498

**Please submit application to [westbocaoffice@chabadboca.com](mailto:westbocaoffice@chabadboca.com) or physically at address above. All applications are subject to review and vendor approval. Incomplete applications will not be accepted. Sponsors are responsible for submitting all logos and text for all social media posts, features and listings.**