

EXHIBITOR INFORMATION

EXHIBITORS FEE INCLUDES:

- Space for an 8ft table—please let us know if you need additional space.
- Tents, tables, and chairs can also be provided for an additional fee (details below).

EXHIBITOR FEE:

- Local, nonprofit organization: free
- Local or regionally-based business: \$25.

Application and payment are due by October 20th.

SPONSORSHIP OPPORTUNITIES

All proceeds from this event benefit nonprofit projects and partners of the U.S. Green Building Council, Heart of FL Chapter, and the Santa Fe Zoo. A receipt for your donation is available upon request.

Sponsorships are \$1,000 and all sponsors will receive recognition at the event, a complimentary exhibit booth, and a sneak peek for two people.

Please contact us at info@usgbcheartfl.org or 352-328-3121 if you are interested in sponsoring this event.

Please note: This is an outside event and will be held rain or shine, there will be no refunds due to weather. Let us know by October 20th if you will be needing electricity for your booth.



PARTICIPATION AGREEMENT

Please complete, sign, and return this Agreement to:
USGBC, Heart of FL Chapter
P.O. Box 357815
Gainesville, FL 32635-7815
or email to programs@usgbcheartfl.org

PLEASE PRINT

Company or Organization (as it should appear on materials)

Contact Person / Title (to coordinate / receive all exhibitor materials & information)

Phone Number - Include Area Code Cell Phone Number (for USGBC use only)

Email Address

Mailing Address

City State Zip Code

Web Address

PLEASE CHECK ALL THAT APPLY

Sponsorships

\$1,000 Sponsorship

Exhibitor Fees

Free: local, nonprofit organization

\$25: local or regionally-based business

____ \$85: to add a 10 X 10 tent ____ \$12: to add a 6' table ____ \$3: for each chair

Application and payment are due by October 20th.

\$ _____ Sponsorship Fee	Payment Form: _____ Check Payable to USGBCHOF
\$ _____ Exhibitor Fee	_____ Visa
\$ _____ Tent, Table, Chair Rental	_____ Master Card
	_____ AmEx
	_____ Discover
\$ _____ Total Due	

Number _____ Expiration _____ Security code _____

Cardholder (Print) _____ Signature _____

Billing Address _____

City _____ State _____ Zip _____

Exhibitor / Sponsor Signature Date

As an authorized representative of the Company / Exhibitor contracting services described above, I have read and understood the content of this Agreement as set forth here and in the Green Halloween Terms & Conditions, and agree to abide by them. Fax or email transmission of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

Agreement will be considered valid when signed by USGBCHOF. Once approved, a confirmation will be emailed to you.

Approved by USGBCHOF _____ Date _____

**Mail to: USGBC, Heart of FL Chapter
P.O. Box 357815
Gainesville, FL 32635-7815
or email to programs@usgbcheartfl.org**

TERMS AND CONDITIONS

As a Green Halloween Exhibitor / Sponsor on October 31, 2010 at Santa Fe College's "Boo at the Zoo" event in Gainesville, Florida, I agree to adhere to the following:

Contract: The Participation Agreement signed by Exhibitor / Sponsor (hereinafter Exhibitor) and U.S. Green Building Council, Heart of FL Chapter, (hereinafter USGBCHOF) shall constitute a valid binding contract, once approved by USGBCHOF. USGBCHOF reserves the right to accept and reject any applicant.

Entire Agreement: The Participation Agreement and these TERMS & CONDITIONS represent the entire Agreement between the parties hereto and supersede all previous agreements, whether oral or written, with respect to its subject matter. No change or modification of the entire Agreement shall be valid unless it is in writing and signed by all parties.

Payment and Cancellation: Exhibitor shall pay in full all amounts due as described in the Participation Agreement upon signing and submitting it to USGBCHOF; Payment shall be made by check, Visa, MasterCard, AmEx or Discover. All checks are to be made payable to USGBCHOF; a \$25.00 service fee shall be charged on all returned checks. Any and all cancellations shall be submitted by Exhibitor to USGBCHOF in writing by 5pm on October 20, 2010 for a full refund. **No REFUNDS FOR CANCELLATIONS AFTER OCTOBER 20, 2010.** USGBCHOF reserves the right to cancel and resell any assigned exhibit space or sponsorships in the Event Guide if total payment is not received by October 20, 2010.

Space Assignments and Programmed Events: USGBCHOF, in collaboration with Santa Fe College, shall exercise full authority over the assignment of all Exhibitor booths and sponsorships, in programmed events at the event; Exhibitor shall not sell, sublet, share, exchange or assign his rental space or sponsorship to any other party; USGBCHOF shall reserve the right, should any rented space/service to an Exhibitor remain unoccupied or unused on the day of the Event or should be forfeited due to failure to make proper payment, to rent said space/service to any other exhibitor, or use said space/service in any other manner. Notwithstanding the generality of the foregoing, the previous sentence shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in his contract; USGBCHOF reserves the right to alter locations of booths as shown on the official plan and programmed events in the best interest of the event.

Federal, State and Local Taxes, Licenses & Regulations: Exhibitor shall be solely responsible for obtaining any licenses, permits, approvals and any necessary tax identification numbers under federal, state or local laws applicable to its activities at the Event; Exhibitor shall be solely responsible for paying all taxes, license fees, use fees, royalties or any other fee, charge, levy or penalty that become due to any governmental authority in connection with its activities at the Event; Exhibitor shall assume responsibility for compliance with all pertinent ordinances; regulations and codes of duly authorized Local, State, Union and Federal governing bodies concerning fire, accident, or any other cause, including but not limited to all rules and regulations of the Event Facility.

Exhibitor Guidelines: Exhibitor shall keep the exhibit opened and staffed at all times during event; All exhibits shall be set-up and ready at least 1 hour prior to the event. Exhibitors that do not comply with the foregoing may lose their exhibit spaces without a refund; Exhibitors must tear down and move out as established by the event program and will assume sole and entire responsibility for any losses that may occur to its exhibit and display if move out deadline is not met; USGBCHOF shall reserve the right to exclude, reject or require modification of any exhibitors display, demonstration or advertisement deemed inappropriate or inconsistent with the purpose of the Event and to remove any one displaying unbecoming or insulting conduct; Exhibitors shall not obstruct the general view nor hide the exhibits of others; Exhibitor display shall meet all the required fire regulations; There is no music allowed or any PA system operated from the exhibit space without the authorization of USGBCHOF; USGBCHOF must approve all food and beverage sampling. The selling of any beverage or food product is strictly prohibited; the distributing of any material is prohibited beyond the assigned exhibit space. This includes on or around the exhibitors booth; The parties to this agreement expressly agree and acknowledge in the event Exhibitor fails to comply with the aforementioned guidelines subject to the reasonable discretion of USGBCHOF, such Exhibitor may lose the assigned exhibit booth without any refund; USGBCHOF reserves the right to modify the Event TERMS & CONDITIONS at any time.

Insurance Policies: Exhibitor shall carry and maintain insurance during the Event, including move-in and move-out days, and at its sole cost and expense, personal injury and property damage coverage under a policy of general liability insurance, with limits of at least \$1,000,000 for bodily injury, death and for property damage or combined single limit bodily injury and property damage policy with limits of \$1,000,000. Exhibitor warrants that by signing the Participation Agreement, it will comply with these insurance regulations.

Liability, Loss, Theft, Property Damage or Destruction and Personal Injury: Exhibitor hereby waives any and all claims against USGBCHOF and Santa Fe College, their principals or staff and agents, and Event Site, its principals, staff and agents, resulting from loss, theft, damage or destruction of its property or from personal injuries to it, its agents, or

employees; Exhibitor assumes full and complete responsibility for any damage or destruction of the property of others and all liabilities of any kind arising from its participation in the Event, on, before and after the actual Event and it hereby holds USGBCHOF and Santa Fe College, their principals or staff and agents, and Exhibition Site its principals, staff and agents harmless in such event; Exhibitor agrees that no guarantees of attendance or sales, express or implied, have been made by USGBCHOF, nor its employees and/or its agents. Exhibitor agrees to hereby and forever discharge, release and hold harmless USGBCHOF and Santa Fe College, their agents and employees and the Exhibition Site from any claims arising from participating in the event; Every possible care is taken in the production of this event. However, if a mistake or omission occurs, neither USGBCHOF nor Santa Fe College shall be held liable and financially responsible.

Security: USGBCHOF shall exercise reasonable care for the protection of all exhibits and displays throughout hours of set-up, show time and move-out. Notwithstanding, neither USGBCHOF nor Santa Fe College assumes **any** responsibility for the exhibitors property, his staff or agents from theft, fire and accident, or any other cause. This is a 1 day event.

Advertising: USGBCHOF and Santa Fe College may take photographs or record videos of Exhibitors' booths, speaker presentations, guests and personnel before, during, or after the open hours of the Event for any promotional and marketing purposes; Exhibitor also grants to USGBCHOF and Santa Fe College a perpetual non-exclusive license to use, display and reproduce the name, logo, product names, images or interviews of such Exhibitor in any media for promotional purposes.

Force Majeure: Execution of this Agreement is contingent upon the non-occurrence of circumstances unavoidable or beyond the control of the USGBCHOF or Santa Fe College; If USGBCHOF or Santa Fe College are unable to perform their obligations under this Agreement for any reason beyond the reasonable control of USGBCHOF or Santa Fe College including but not limited to acts of God, fire, explosion, vandalism, storm, flood, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, terrorisms, strikes, supplier failures, shortages, breach, or delay, such non-performance shall be excused and USGBCHOF or Santa Fe College may terminate this Agreement without further liability of any kind. In case of such incidents and under no circumstance shall Exhibitor payments be returned or refunded; USGBCHOF or Santa Fe College, its employees and/or its agents shall not be liable whatsoever for any delay and partial or total cancellation of the Event; Exhibitor shall be responsible for any expenses incurred by as a result of any partial or total evacuation of Event Site by any reason or due to a strike or labor dispute beyond the control of USGBCHOF or Santa Fe College, and shall remain liable for the full contract price in such events.

Final Provisions: USGBCHOF or Santa Fe College shall have the right to change the location and the time of the Event provided that it shall give the Exhibitor immediate notice of such change; If Exhibitor fails to make a payment required by this Agreement in a timely manner, or the Exhibitor substantially breaches any other obligation under this Agreement, USGBCHOF or Santa Fe College may terminate this Agreement (and Exhibitor's participation in the Event), without further notice and without obligations to refund any monies previously paid by Exhibitor; Exhibitor shall indemnify and hold USGBCHOF or Santa Fe College harmless from all costs and expenses, including reasonable attorneys' fees (whether or not mediation, arbitration or suit is instituted and if mediation, arbitration or suit is commenced, attorneys' fees at the trial and appellate levels) and court costs, incurred by Exhibitor as a result of Exhibitor's tortuous or criminal acts or other Exhibitors violation of the Agreement; This Agreement shall be governed by the laws of the State of Florida (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance, and causes of action may only be brought in Alachua County.