



Florida **orange county convention ctr.** **KIDS & FAMILY** **August 12–13, 2023** Expo

Terms & Conditions for 2020 FL Kids & Family Expo (1/3)

EPIC EXPOS, INC. ("Show Management")

Show Management reserves the right to determine the eligibility of any company or product for inclusion in exhibition space and may reject its inclusion at its sole discretion. The Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with these "Rules and Regulations" and any other rules communicated by the Show Management to the Exhibitor. The Show Management reserves the right to reject, eject or prohibit any exhibit in whole or part, or the Exhibitor or his representative, with or without giving cause. If the Exhibitor is ejected by the Show Management for any violation of these Rules and Regulations, there shall be no return of any amount paid by the Exhibitor.

BOOTH SPACE

- Show Management will provide 4 badges (Premium), 3 badges for each Standard Booth and 2 badges for each Marketplace Table. Also included with each space will be pipe and drape, one (1) 6' table with linen, two (2) chairs, company sign, and wastebasket with each booth space. Additional Exhibitor Badges are \$10 each and can only be obtained the day of Exhibitor Load In. On the Saturday and Sunday of the event, any additional exhibitors will need to purchase a ticket for entrance. Badges are for the use of individuals exhibiting at the show and may not be sold or used for other purposes. Children under 16 are not permitted to use Exhibitors Badges.
- All additional equipment and furnishings are the responsibility of the Exhibitor. You may provide your own furnishings.
- Electrical and phone services can be ordered through the Orange County Expo Center. Exhibitors are responsible for their own services. Ordering of phone and electrical needs with OCCC are not the responsibility of Show Management.
- Show Management reserves the right to change booth locations at the promoter's discretion.

PAYMENT FOR SPACE

- Exhibitor understands the payment policy and agrees to pay as per the terms of the application.
- There will be a \$50.00 fee for checks returned unpaid.
- Show Management requires a 50% deposit to hold a booth until the payment deadline of June 12, 2023. After that time, booth payments are due in full.
- There will be a 50% cancellation fee of the total contracted amount on all cancellations if full balance has been paid; a refund of the remaining balance is available if the cancellation is made by June 12, 2023. If the cancellation is made after June 12, 2023, the cancellation policy is 100% of your contract. At no point is the 50% deposit refundable.

DEFAULT IN OCCUPANCY

- Any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space as provided for in the signed contract. If not occupied within one hour of the show start time, such space may be possessed by Show Management for such purposes as it may see fit, in which case, the Exhibitor shall pay full rental for such space. Failure of enforcement of any provision hereof by Show Management shall not be deemed as a waiver with respect to such provision after demand by Show Management for strict performance of this agreement.

DISPLAY REGULATIONS

- Exhibitors must be sure that all noise levels from sound systems are kept to a minimum. Show Management reserves the right to determine at what point that noise level constitutes interference with others and must be discontinued.
- Any damage caused to the building or its furnishings by the Exhibitor are the sole responsibility of the Exhibitor.
- Exhibitor agrees to remain set up during all exhibit hours. No early breakdown of exhibits are allowed without the prior consent of the show promoters. See Tear Down policy.
- Exhibitors must stay within the boundaries of their exhibit space. Do not block aisle walkways. No exhibit may block or interfere with other exhibits or with the aisle space.



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Terms & conditions (2/3)

MERCHANDISE FOR SALE

- Merchandise sales must comply with all local, state, federal laws and regulations. In addition, you must be in compliance with all alcohol laws as they apply and the rules and regulations of the facility itself.
- Exhibitor agrees not to sell any adult material to minors.
- All adult materials must be either behind the table or, if displayed on a table or display rack, bagged or covered so that minors may not open it.
- Exhibitor agrees that all merchandise for sale is legal and licensed. Exhibitors shall not play, permit the playing of, performance of, or distribution of, any copyrighted material at the event unless they have obtained all necessary rights and paid all required royalties, fees or other payments.

TAXES AND LICENSES

- Exhibitor shall obtain any licenses, permits, identification numbers, or approvals under federal, state or local law applicable to its activities at the event at its sole expense.
- Exhibitor is responsible for paying all taxes, license fees, use fees, charges, levies or penalties that become due to any government authority in connection with its activities at the event.

TEAR DOWN

- NO DISPLAYS ARE TO BE DISMANTLED PRIOR TO THE END OF THE SHOW. Any exhibitor dismantling prior to the end of the show could be fined \$200.

RESCHEDULING OF EVENT POLICY

- Certain events can pre-empt a show. Show management may reschedule an event. If an event is rescheduled all contracts and payments are binding to the rescheduled date. If the Exhibit is not held within five years of the original dates all Exhibit Fees will be returned

NO GUARANTEE OF SUCCESS

- Epic Expos, Inc. makes no express or implied warranty as to the success or profitability you will have from exhibiting, sponsoring or any other promotion you do at any event produced by Epic Expos, Inc.

SECURITY

- Show Management agrees to pay for overnight security in the main exhibit hall.
- Exhibitor is responsible for their own security during show hours.
- Show Management, and General Contractors are not responsible for property that is stolen or damaged.

LIABILITY AND FORCE MAJEURE

- Under no circumstances shall Show Management be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of the acts or omissions whether or not apprised of the possibility of any such lost profits or damages. In no event shall Show Management's maximum liability under any circumstances exceed the amount actually paid to Show Management by Exhibitor for exhibit space rental pursuant to this contract. Show Management makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matter.
- The Exhibitor agrees to protect, keep and save Show Management, the promoter of the Event, forever harmless from any damage(s) or charge(s) imposed for violations of any ordinance or regulation by the Exhibitor, his employees or agents, as well as failure to comply with the terms and agreements of this contract. Further, Exhibitor shall at all times protect, indemnify, save, and keep harmless Show Management against and from any loss, cost damage, liability, or expense which arises out of or from or by reason of any act or omission of the Exhibitor, his employees, or agents.
- Show Management makes no representations or warranties concerning location of Exhibitor's space, number of attendees at the Expo or who other Exhibitors may be. Exhibitor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.



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Terms & conditions (3/3)

- The scheduling of the Expo is subject to change from events beyond the control of Show Management.
- Exhibitor agrees to indemnify and hold harmless Show Management for any that are caused by the actions of Exhibitors or its agents. Exhibitors must comply with all state, local, and federal laws. We encourage all Exhibitors to obtain liability insurance.
- In the event of the use of an attorney by Show Management to enforce any part of the Contract, all costs, including reasonable attorney's fees will be paid by the Exhibitor.
- Acts of God, Fire, Strikes, Terrorism, etc. – In the event that any outside cause such as war, in or outside the United States of America, fires, strike, terrorism or Act of God such as: hurricanes, earthquakes, or other emergency prevents the event from being held, Show Management may retain such part of Exhibitor's rental as shall be required to compensate management or the Facility for expenses incurred up to the time such contingency shall have occurred.
- All exhibitors must list Epic Expos, Inc. as additional insured on their insurance policy for participation the expo.

ORANGE COUNTY EXPO CENTER (OCCC) OPERATIONAL POLICIES

- Food and Beverage: Concession food services are provided by the OCCC's Food Service Partner as an exclusive service. Food and beverages, including alcohol, may not be brought into the OCCC without written approval by the OCCC or its exclusive food service provider. Fees will apply for any food/water/drink sales. Every exhibitor sampling food products must submit a Sampling Liability Waiver to OCCC.
- Utilities: The OCCC provides utilities as an exclusive service. Rates and operating policies for electric are outlined on separate order forms. The OCCC's electrical equipment (i.e. extension cords, electrical distribution panels, spotlights, etc.) should not be removed by Exhibitor, service contractors or other personnel.
- Parking Fees and Facilities: Exhibitors receive daily in/out privileges with a valid parking receipt and Exhibitor badge.
- Overnight parking on OCCC property is prohibited. Recreational vehicles (RV's) may use the OCCC's parking area for parking purposes only. Parking in the loading dock basin or dock ramps is prohibited.
- Abandoned Property: Any property not removed from the OCCC that has not been claimed within forty-eight (48) hours following the end of the event will be considered abandoned by the Exhibitor. Show Management's lost and found will be set up at the Information booth.
- Freight Deliveries: Freight and C.O.D. deliveries including, but not limited to UPS, FedEx, RPS, GSP, etc., will not be accepted by the OCCC before, during or following Show Management. Shipments delivered to the OCCC, must be previously arranged and approved by Shepard Exposition Services, Inc.
- Hazardous Work Areas: During move-in and move-out, exhibition halls, loading docks, truck staging areas and service corridors are considered hazardous work areas. Children under sixteen (16) years of age are prohibited.
- Exhibits or Displays: Exhibits or displays, equipment, stock or supplies will not be allowed to enter or leave by way of the front entrances of the OCCC.
- Exhibitor warrants that no music or artistic work or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be reproduced, exhibited or used during Exhibitors use of the Premises, unless Exhibitor has obtained expressed written permission and license from the copyright or trademark holder. Exhibitor covenants to comply strictly with all laws respecting copyright and trademarks and warrants that it will not infringe any related statutory, common law or other rights of any person during its use of the Premises. Exhibitor is responsible for remitting payment to appropriate agencies for use of copyrighted materials.
- Exhibitor will indemnify and hold Show Management and its officers, agents and employees harmless from all liability, costs and claims, losses and/or damages (including court costs and attorney's fees) with respect to such copyright or trademark rights.

By completing your agreement, you agree to these terms and conditions. Should you have any questions on any of these terms, please contact our offices at 407.405.4000. Thank you and we look forward to having you exhibit at the next Florida Kids and Family Expo.



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Exhibitor Liability & Covid-19 Waiver

AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

You understand that you are agreeing to this waiver to cover any and all attendees in your party and those attendees agree to your consent of this waiver on their behalf. You agree that you are the parent or legal guardian of any minors included in your registration and that this waiver includes their participation.

You do also hereby:

1. Agree and acknowledge that by my voluntary participation in this event, should an accident occur, any liability, damages, claims and demands of every kind and nature whatsoever arising out of said accident shall be applied to my own personal insurance and not that of Orange County/ Orange County Convention Center, Florida Kids and Family Expo or My Central Florida Family, Epic Expos, (Released Parties). I discharge all responsibility of injury, loss of property, life and assume all responsibility upon myself.
2. Release, waive, and forever discharge Orange County/Orange County Convention Center, its officers, employees and agents, and Florida Kids and Family Expo, My Central Florida Family, Epic Expos, and their employees (Released Parties) from any liability, actions, causes of action, damages, claims, and demands of every kind and nature whatsoever arising out of or resulting from the activities described above.
3. 3. Agree to defend, indemnify, and hold harmless Orange County/Orange County Convention Center, its officers, employees and agents, and Florida Kids and Family Expo, My Central Florida Family, or Epic Expos (Released Parties) against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages or liability or expense of every kind and nature incurred or arising by reason of any actual or claimed wrongful act or omission of mine while conducting the activities described above.
4. I understand that participating in event activities of any kind can be a dangerous past time and is not without risk of injury. I understand completely that I may be seriously injured due to many things that are beyond the control of Florida Kids and Family Expo, My Central Florida Family, or Epic Expos, and Orange County/Orange County Convention Center, and their officers, employees and agents (Released Parties).

Florida Kids and Family Expo Exhibitor COVID-19 Liability Waiver:

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I also agree to staff my booth space with representatives, employees or individuals that also acknowledge the contagious nature of the Coronavirus/COVID-19.

I further acknowledge that Epic Expos, Inc. and the Orange County Convention Center have put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I also agree to staff my booth space with representatives, employees or individuals that will also acknowledge the preventative measures put in place by Epic Expos, Inc. and the Orange County Convention Center to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that Epic Expos, Inc. and the Orange County Convention Center cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, expo staff, other expo exhibitors, and attending families. I also agree to staff my booth space with representatives, employees or individuals that will also acknowledge that Epic Expos, Inc. and the Orange County Convention Center cannot guarantee that they will not become infected with the Coronavirus/Covid-19. They will understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of themselves and others, including, but not limited to, expo staff, other expo exhibitors, and attending families.

I, as well as my staff, employees and/or individuals working my booth voluntarily seek to attend The Florida Kids and Family Expo produced by Epic Expos, Inc. and held at the Orange County Convention Center on August 12-13, 2023 and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I, and any representatives, employees or individuals working my booth must comply with all set procedures to reduce the spread while attending my appointment, including, but not limited to, wearing a mask.

If any staff, employee or individual does not agree to these terms, they will refrain from attending or working the Florida Kids and Family Expo. If myself or any staff, employee or individual shows up to work the Florida Kids and Family Expo, they will have agreed to these terms.

I attest that myself and my staff, employees or individuals that work this event: * are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell. * have not traveled internationally within the last 14 days. * have not traveled to a highly impacted area within the United States of America in the last 14 days. * do not believe we/they have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19. * have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities. * are following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I, on behalf of myself and my staff, employees and individuals on site on my behalf, hereby release and agree to hold Epic Expos, Inc. and the Orange County Convention Center harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the event, or that may otherwise arise in any way in connection with any event produced by Epic Expos, Inc. at the Orange County Convention Center. I understand that this release discharges Epic Expos, Inc. and the Orange County Convention Center from any liability or claim that I, my heirs, or any personal representatives may have against the event with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services, products or services received from Epic Expos, Inc. and the Orange County Convention Center. This liability waiver and release extends to the Florida Kids and Family Expo together with all owners, partners, and employees.