



# CONTRACT FOR EXHIBIT SPACE *December 5-7, 2020*

Treasure Coast Home Design and Holiday Show

FULL PAYMENT MUST BE RECEIVED BY November 5, 2020 A FEE WILL BE CHARGED TO ANY PAST DUE

**ACCOUNTS. EXHIBITOR INFORMATION**

Company Name:

Address:

City:

State:

Zip Code:

Phone #:

Cell #:

Email:

**Products/Services to be Exhibited:**

The party executing this agreement on behalf of the Exhibitor represents and warrants that he/she has full power and authority to enter into and perform this agreement for exhibit space and has been properly authorized and empowered to enter into this agreement. It is agreed that the exhibit rules and regulations as contained in the exhibitor manual and on the 2nd page of this contract are part of this contract. Only the products/services listed below are those we may exhibit. Exhibitors may not assign this Agreement or a portion of their Exhibit Space. A deposit of 50% of the total cost of the booth is required to reserve a booth. Your location is not confirmed until full payment is made. All Credit Card Payments will be charged a 3.5% processing fee. Multi Show discount must be received with 50% deposit for future show to be qualified for 10% discount. Only Products and services mentioned above can be displayed or sold, failure to adhere will result in immediate expulsion from the event with out refund of booth cost.

Cardholder Name:

Booth Size:

Credit Card #:

Booth Cost:

Exp. Date:

Sec. Code (CVC):

Booth Assigned:

Billing Zip Code:

Deposit Amount:

Make checks payable to KSR Services

By signing I authorize use of my credit card via email and or in person I, the card holder acknowledge that I am authorizing the use of the above card to pay invoices due to KSR Services dba Home & Design Show. I also agree that any disputes arising due to pricing and/or any other issues between client and KSR Services will be resolved between client and KSR Services. Therefore as part of the agreement, I, the customer/cardholder agree that we will not generate chargebacks through the credit card company. All Credit Card Payments will be charges a 3.5%\$ processing fee.

**Authorized Signature:**

Title:

Print Name:

Multi Year Agreement 10 % Discount

Date:

**BOOTH COST**

\$1175.00 -10' x 10'

\$2350.00 -10' x 20'

\$3500.00 -10' x 30'

\$4500.00 - 20' x 20'

Corner Fee \$150.00(10x20 booth min)

KSR Services  
2721 Vista Parkway North, Suite C-1  
West Palm Beach, FL 33411  
Manager@homeanddesignshow.com  
Phone: 561-508-4447

# Rules & Regulations

This Contract For Exhibit Space (this "Agreement"), is made and entered into for good and valuable consideration, including, but not limited to, covenants and promises of the parties hereto, by and between KSR Services, and the Company or individual described on the reverse side hereof (hereinafter "Exhibitor"). The party executing this agreement on behalf of the Exhibitor represents and warrants that he/she has full power and authority to enter into and perform this agreement for exhibit space and has been properly authorized and empowered to enter into this agreement and he/she will be held liable personally for any unpaid balance and hereby agrees to pay all amounts due under this agreement including reasonable collections and attorney's fee.

**EXHIBIT SPACE:** KSR Services hereby grants to Exhibitor, with Exhibitor acceptance, to occupy the exhibit space described on the reverse side hereof (the "Exhibit Space"). Exhibitor agrees that it will only use the Exhibit for the express purposes described on the reverse side, and only in accordance with the terms and provisions of this Agreement. Any license or permit required by any federal authority is the sole responsibility of the Exhibitor at the Exhibitor's expense prior to the Show installation. Exhibitor shall have the right to use the Exhibit Space on the official site layout of the Home and Design Show located at The Port Saint Lucie Civic Center in Port Saint Lucie, Florida, for the period of time indicated in the Exhibitor's Manual. KSR Services reserves the right to make changes in Exhibit Space assignments if necessary for the proper conduct of the show. Should a change of space assignment be made by KSR Services, Exhibitor shall be notified.

**EXHIBIT FEE:** Exhibitor agrees to pay KSR Services the amount reflected on the reverse side (the "Exhibit Fee"). Deposit in the amount of 50% of the Exhibit Fee is required to reserve exhibit space before locations are confirmed. Balance is due sixty (45) days prior to the opening date of the Home Show. Credit cards will automatically be processed 44 days out. Deposits and payments of the Exhibit Fee are not refundable. Exhibitor may not cancel this contract. The Exhibitor will be liable for the full amount of the contract. In the event of default by Exhibitor, Exhibitor agrees to pay collection costs including reasonable attorney's fees.

**NO ASSIGNMENT:** Exhibitors may not assign this Agreement or a portion of their Exhibit Space. No one other than Exhibitor may display its products and services within the Exhibit Space without the written permission of KSR Services. Exhibitor shall display its products and services and conduct its business only within the Exhibit Space.

**EXHIBITOR DEFAULT:** In the event that Exhibitor shall default under this Agreement by notifying KSR Services of its intention not to display, or by failing to physically occupy the Exhibit Space prior to the opening of the Home Show, or by failing to make any payments hereunder when due, then KSR Services may terminate this Agreement and retain all Exhibit Fee payments made by Exhibitor. Upon a termination of this Agreement, KSR Services shall have the right to reassign Exhibit Space and prohibit Exhibitor for entering the Home Show and displaying any products or services in the Exhibit Space.

**PROHIBITED ACTIVITIES:** Exhibitor agrees not to engage in any activity which is deemed by KSR Services to be reasonably likely to be disruptive or adverse to the display of products and services by other exhibitors or to potential customers and agrees to comply with the Exhibitor's Manual of the Home and Design Show and this Agreement. Any activity or conduct likely to discourage customers or potential customers from attending the Home and Design Show or any subsequent Home Show, or from viewing or doing business with any other exhibitor at the Home Show. Exhibitor is financially liable for any damages caused by Exhibitor's default.

**SHOW HOURS:** Exhibitor agrees that KSR Services shall have the right to change the hours that the Home Show is open to the public. Exhibitor or its employees may be present at the Home Show in order to protect the safety of persons or property at the Home Show. Such action shall not entitle Exhibitor to a refund or reduction of fees paid or to damages of any kind.

**INSURANCE:** Exhibitor shall be responsible at its expense for obtaining commercial general liability insurance with minimum limits of \$1,000,000.00 per occurrence and shall provide a certificate of such insurance not less than thirty (30) days prior to show opening naming KSR Services as an additional insured.

**AMENDMENTS:** This Agreement incorporates by references and makes a part hereof the reverse side of this Agreement and the Exhibitor's Manual, all of which shall be deemed to constitute a binding and enforceable part of this Agreement. This Agreement shall not be altered, except in writing, executed by the parties hereto. No provision in this Agreement shall be deemed to have been waived by KSR Services unless such waiver is in writing signed by KSR Services. This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The Home and Design Show is produced and managed by KSR Services. All decisions regarding space assignments, exhibits, floor plan, hours, enforcement of the Exhibitor's Manual, for the safe and/or proper conduct of the Home Show, and all other matters pertaining to the production and management of the Home Show shall be made by KSR Services.

**WAIVER:** Neither KSR Services, nor the Palm Beach Convention Center, nor their officers, employees, representatives or agents (the "Indemnified Parties") shall be liable or responsible for any injury to Exhibitor, or its employees, guests, or visitors while within the presence of the Exhibitor Space; nor shall they be liable for the loss, damage or claim to any goods or vehicles from any cause whatsoever while the same are in transit to or from the Home Show, or while they are located in the Exhibit Space.

**DEFAULT BY KSR Services:** If the holding of the Home Show is prevented by any governmental regulations, order or request, or by local or national disturbance, then KSR Services shall have no liability or obligation to Exhibitor. As a result, the Exhibit Fee paid by Exhibitor shall be returned after deducting a prorated share of actual expenses including general and administrative expenses incurred in connection with the Home Show. KSR Services shall have no liability whatsoever for any matter or thing resulting directly or indirectly from strikes, lockouts, flood, labor disturbances of any kind, fire, delays or defaults of suppliers or contractors, hurricanes or other natural events; or from any other cause beyond the reasonable control of KSR Services. KSR Services shall be released from any and all liability under this Agreement, and Exhibitor shall have no action against KSR Services for injunctive or other relief or damages with respect to KSR Services's default.

**EXHIBITOR'S MANUAL:** Prior to the Home Show, Exhibitor shall receive from KSR Services an Exhibitor's Manual containing the Rules and Regulations and complete information on the operation of the Home Show and services to be provided by KSR Services. Exhibitor agrees to be bound by the Exhibitor's Manual and the Rules and Regulations, which by reference are made a part of this Agreement. Exhibitor also agrees to comply with the requirements of all applicable governmental laws, rules and regulations relating to the use, condition, access to and occupancy of the Exhibit Space. If Exhibitor shall violate or fail to comply with any of the Rules and Regulations or Laws, KSR Services may elect to treat such event as a default hereunder.

X \_\_\_\_\_ Date \_\_\_\_\_