



Sunday, March 2, 2008 7am-3pm
Pasco-Hernando Community College
3627 Blanton Rd (CR 41), Dade City, FL

Display products, offer samples, make sales at the Times' Annual Bike Tour. We anticipate 1,000 riders of all ages and skill levels. Vendor fee is \$250 and includes a 10x10 booth space* that can be used to display products, hand out samples, sell products and sign up participants.

*10x10 is booth space only; vendor must bring their own table, chairs, products and displays.

Vendor Application

Business Name _____

Address: _____

City _____ State _____ Zip _____

Phone _____

Email _____

I have read and agree to the attached "Exhibit Space Contract Rules and Regulations", and agree to abide by all such Rules and Regulations in their entirety. I certify that I am properly licensed and insured to conduct business in the State of Florida. Further, I agree to provide Certificates of Insurance as proof of proper insurance coverage at the request of Times Publishing Company. "Proper coverage" shall at a minimum include special events General Liability coverage to provide coverage for events such as the Bike Tour.

I hereby hold harmless Times Publishing Company d/b/a *The St. Petersburg Times*, PHCC, Pasco County Sheriff's Office and Pasco County and their affiliates as pertains to the Times' Bike Tour. Further, I waive and release Times Publishing Company d/b/a the *St. Petersburg Times*, PHCC, Pasco County Sheriff's Office and Pasco County, and any of their officers, directors, agents, employees or other parties connected with this event from all claims or liabilities of any kind arising out of my participation in Times' Bike Tour events – even in instances of negligence or carelessness on the part of the persons named in this waiver.

Printed name of owner/representative _____

Signature _____

Exhibit Space Contract Rules and Regulations

Exhibitor shall be bound by the show rules and regulations set forth herein and printed in the how prospectus for exhibitors, and by such amendments or additional rules and regulations that may be established by Show Management. References to "Show Management" herein shall be deemed to include the Show, St. Petersburg Times, the Managing Directors, Show sponsors, endorsers and duly authorized representatives, agents or employees of the foregoing.

1.) Assignment of Space

Whenever possible, space assignment will be made by Show Management in keeping with the desires of the Exhibitor. However, Show Management reserves final determination of space assignment and assignments will be made or changed in the best interest of the Show as determined by Show Management's sole discretion.

2.) Payments and Refunds

Within thirty days of the contract date, Show Management must receive the executed Contract along with payment(s) equaling 50% of the total space rental; otherwise space will not be held or guaranteed. The balance of payment must be received by Show Management prior to Show Move-In. Exhibitor is liable for the entire space rental unless written notice of space cancellation is received (45 days) prior to Show Opening. Exhibitor will be refunded 50% of any money collected if written notice of cancellation is received 45 days or more prior to Show Opening. No refunds will be made thereafter.

3.) Termination of Contract

Show Management reserves the right to cancel this contract without further obligation at any time prior to the Show opening by releasing Exhibitor from all future obligations under this Contract. Said cancellation may be for any cause or for no cause. In the event a cancellation occurs due to fire, casualty, strike embargo, injunction, act of war, act of god or any other like emergency, then Show Management will return such portion of the amount already paid for space as may be determined to be equitable by Show Management after deduction of such amounts as may be necessary to cover expenses related to the termination, including a reserve for claims in connection with the Show. If for any reason Show Management determines the location of the Show should be changed or the dates of the show postponed, no refunds will be made but Show Management shall assign to the Exhibitor, in lieu of the original space, such other space as Show Management deems appropriate and the Exhibitor agrees to use such space under the same rules and regulations. The Show and Show Management shall not be financially or otherwise obligated in the event the Show is canceled, postponed or relocated except as provided herein.

4.) Transfer of Space Prohibited

Exhibitor shall neither assign nor sublet all or any part of the space rented. Further, no exhibitor shall exhibit or permit to be exhibited in the space allotted to him any goods or services than those specified in the Space Contract, nor shall he exhibit in the space, or permit to be exhibited therein, displays or advertising materials of any sort bearing name or form of advertising other than his own, or part of Exhibitor's regular products or services.

5.) Liability and Insurance

Exhibitor is held responsible to insure his own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident, or other cause. Exhibitor shall maintain liability insurance with respect to both property damage and personal injury, with companies with sound responsibility authorized to do business within the State of Florida. It is expressly understood and agreed by the Exhibitor that he will make no claim of any kind against Show Management for any loss, damage, theft or destruction of goods or exhibit; nor for any injury that may occur to himself or employees while in the exhibition place, nor for any damage of any nature, or character whatsoever, and without limiting the foregoing, including any damage to his business by reason of the failure to provide space for an exhibit or removal of the exhibit, or for any action of Show Management in relation to the exhibit of the Exhibitor. The Exhibitor shall be solely responsible to his own agents and employees, and to all third persons, including invitees and the public for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance, or control of said leased space or exhibit, or negligence or otherwise relating thereto. Exhibitor does hereby indemnify and hold harmless Show Management against any and all such claims and is asserted against it. Upon the request of Show Management, Exhibitor shall provide show Management with proof that it is in possession of paid-up liability insurance policy as aforesaid.

6.) Third Party Dealings and Disclaimer of Responsibility

Show Management, shall ascertain the person in charge of service/s used in at or in conjunction with the Show, including parking, food, concessions, and loading and unloading areas and Show Management shall serve as the liaison between the Exhibitor and any such third party. Exhibitor agrees not to deal directly with any such third party without first obtaining the agreement of Show Management. Notwithstanding the provision as set forth immediately above. Exhibitor agrees that Show Management is not responsible for any aspect of parking, food, concessions, loading and unloading areas, or any other facilities for services used in, or in conjunction with the Show.

7.) Agreement Acceptance and Unwritten Rules

Upon acceptance of this Contract by the Exhibitor and Show Management it shall be a legal binding Contract, provided each party may cancel within the conditions of the Contract. Show Management reserves the right to make and publish show rules and regulations for the conduct of the Exhibitors and Show generally. Further, Show Management reserves the right to make changes, amendments and additions to these rules and such further rules and regulations as it considers necessary for the good of the Show. Any matter specifically covered herein or in the Show prospectus are subject to decision by Show Management, and its decisions in any matters which may arise hereunder shall be final.

8.) These rules and regulations, in addition to the terms and conditions as stated on the Bike Tour Vendor application, constitute the entire agreement between the parties.

Signature

Title

Date