

We are delighted to invite you to apply as an exhibitor for one of The Women's Board of Wolfson Children's Hospital's signature fundraising events, **The First Coast Design Show**. This event is known for playing host to some of the country's most treasured art and antique dealers as well as some of the Southeast's most influential designers.

As a participant, you will join celebrated dealers in creating a booth to be showcased at three events: **The Preview Party, The Opening Night Gala, and The First Coast Design Show**. **The events will be hosted December 5 -8, 2024 at the Prime Osborne Convention Center in Jacksonville, Florida**.

This year's Show theme, "The Art of Style' will showcase the individuality and plethora of knowledge and treasures each of our exhibitors and guests bring to the event. From the by-invitation-only Preview Party on Thursday, December 5th to the Children's Fashion Show on Sunday, December 8th, we intend to engage as many guests as possible with dynamic speakers and immersive experiences.

Charles Hanlon is returning as our Show Manager, and we are thankful to have his support! We intend to showcase close to 40 exhibitors, and booths are available for reservation on a first come, first serve basis.

To participate, we kindly ask that you submit your contract no later than August 30, 2024. Once accepted as a participating exhibitor, your fee may be made via The First Coast Design Show website.

Over the past 50 years, The Women's Board has raised over \$36 million for Wolfson Children's Hospital, the only full-service children's hospital between Orlando and Atlanta. Your support is pivotal in our continued efforts to ensure that children who walk through the doors at Wolfson Children's receive the best healthcare possible, regardless of their ability to pay.

Last year, The Women's Board committed to funding two Kids Kare Mobile ICUs. These lifesaving transport vehicles serve more than 2,000 infants and children a year. With the recent population boom in Northeast Florida, the demand for these services is increasing. Through generous supporters like you, The Women's Board is on target to reach this goal.

We look forward to another beautiful year of design and hope you will join us! Please review the information in the exhibitor packet and feel free to reach out if you have any questions.

Kendra McCrary **President, The Women's Board** Sarah Foster Co-Chair, First Coast Design Show

Kelly Novak Co-Chair, First Coast Design Show



EXHIBITOR SCHEDULE

Applications due no later than August 30, 2024 Notification of acceptance by September 15, 2024 Exhibitor entry fee due via credit card payable via The First Coast Design Show website upon application acceptance

WEDNESDAY, DECEMBER 4, 2024

Load-in and set-up begin: 7:30 AM (Load in assistance will be available)

THURSDAY, DECEMBER 5, 2024

Load-in and set-up continues beginning at: 7:30 AM (Load-in assistance will be available) Set-up complete no later than 5:30 PM* Photographers and Press arrive 6:00 PM Preview Party Event open to guests 7:00 PM – 8:30 PM

FRIDAY, DECEMBER 6 - 8, 2024

First Coast Design Show open to the public Show hours: 10:00 AM - 4:00 PM Lecture schedule TBA

*Note that we are requesting booth space to be completely set by 5:30 PM on December 5. It is not mandatory to have set up complete at that time, but press and guests will be on premises that evening.



the art of style

SHOW FACT SHEET

GENERAL

•	The 2024 event will take place at the Prime Osborne Center in Jacksonville, FL. Event dates are December 5 - 8	
	2024	
•	Exhibitors are invited to install a space that represents the Show theme, The Art of Style'	
•	The 2024 floor plan will be very similar to the 2023 plan. Should you wish to renew your 2023 space, we encourage	
	you to submit your application and fee as soon as possible.	
•	Booths will be available in the Grand Lobby, Pre-Function North, and Pre-Function South	
•	Exhibitors are required to occupy their space throughout the run of the Show	
•	Local designers will be encouraged to participate in the event via tablescapes and vignettes. They will not have	
	items for sale at the Show.	
•	Show hours: 10:00 AM - 4:00 PM	

BOOTHS

• Booth sizes begin at 10ft x 10ft. Two feet of walkway space is included

Booth crawls will be performed by design experts with the goal of education and encouraging guests to make a

purchase

PARKING, INSTALL, TEAR DOWN

•	Installation can begin as early as Wednesday, December 4
•	The show will open to the public via a Ticketed Preview Party on Thursday, December 5*
•	The Show will open to the general public Friday, December 6th at 10 AM
•	Breakdown can begin at 4 PM on Sunday, December 8th and will need to be complete by end of day
•	Assistance will be available with load-in and load-out on December 4, 5, and 8th

KEY CONTACTS

Charles Hanlon, Show Manager: (813) 244-2548 Emily Magevney, Dealer Chair: (904) 305-7850



EXHIBITOR B E N E F I T S

An opportunity to display your wares to nearly 3,000 attendees, all while generously supporting Wolfson Children's Hospital

Recognition in the Event Magazine, The First Coast Design Show website, and owned social media channels

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One (1) ticket to the lecture of your choice

Twenty (20) tickets to the First Coast Design Show



EXHIBIT SPACE APPLICATION AND CONTRACT 2024 First Coast Design Show Prime F. Osborn III Convention Center Jacksonville, Florida December 5-8, 2024

- 1. The following exhibitor ("Exhibitor") wishes to exhibit at the 2024 First Coast Design Show (the "Show"):
 - Company: _____
 - Telephone:
 - Address:
 - City, State & Zip Code:
 - E-Mail:
 - Contact Person & Title:

By invitation only and booth location is first come first served.

(All items are subject to vetting. Exhibitor agrees to remove items rejected by the vetting committee, for any reason, from the Prime F. Osborn III Convention Center premises.)

2. Booth Dimensions (approximate) & Rent - PLEASE SELECT ONE:

□10′x 30′ = \$2,400.00	□ 10' x 20' = \$1,600.00	□ 10' x 10' = \$800.00

Note: side walls are 8' deep and all walls are 8' tall. Each space contains 2 feet of walkway space.

Wing Walls: \$75.00 per wall. Select the number of desired wing walls: 3 2 1

Using the diagram space below, please indicate the location and size of the wing walls, within your selected

booth dimensions. Please note: Wing walls can be added in 4' or 8' sections and all walls are 8' tall. If you have questions about wing walls, please discuss with the Booth Selection Coordinator. TWB will make a good faith effort to honor your preferences. Booth Diagram for Placement of Wing Walls:

3. The deposit amount must accompany this Application/Contract. Please make checks payable to: **The Women's Board of Wolfson Children's Hospital**. The payment schedule outlined below must be strictly followed by Exhibitor. Foreign exhibitors must pay in US funds.

Total Booth Rental Amount: \$

BOOTH PAYMENT INFORMATION

Applications submitted until **August 30, 2024** must be accompanied by a **\$500.00** deposit. <mark>Remaining booth rent balances</mark> due on November 1, 2024.

Applications submitted AFTER August 31, 2024 must be accompanied by FULL PAYMENT.

*Please refer to the contract beginning on page 4 for information regarding the refund policy.

All rules and conditions regarding Booth Rent as per this Application/Contract apply to credit card transactions.

Payment Options:

Check (Payable to Wolfson Children's Hospital) Mail to: The Women's Board 1325 San Marco Blvd, Suite 802 Jacksonville, FL 32207 Credit Card payments may be made via the website: www.firstcoastdesignshow.com/exbibitors

BOOTH REQUIREMENTS

4. Do you require power? \Box YES or \Box NO

Standard power connection is included in the booth rental of our space. For usage above 1,000 watts, we will add \$75.00 to booth rent.

Four (4) six foot (6') tables are included with your booth rental.

How many 6' tables do you need? ______ (\$15/each additional table above the 4 included) How many 8' tables do you need? ______ (\$20/each) Please make allowance for wall width when ordering tables. Side walls are 8' deep.

- 6. **WIFI** The Prime Osborn Convention Center charges a per day fee for each WIFI request. If you need WIFI, please see the Prime Osborn Convention Center Administration at check-in to purchase a password directly. (Daily Fees determined by the Prime Osborn Convention Center)
- 7. All booths will be set up with colored wallpaper. Please indicate your preferred color choice.

Preferred Choice – <u>Please Circle</u>: Colors: Aluminum, Burnt Orange, Cadet, Charcoal, Cream, Forsythia, Leaf, Magic Blue, Midnight, Mint, Pink, Russet, Sand, Tropical Green, White

PRINT MATERIALS

8. Inclusion in Print Materials: Accepted applications with deposit received by September 1, 2024 will be recognized on

the Show website and will listed in the Exhibitor section of the Show magazine. Exhibitors' print information must be submitted by the September 1 deadline. We will make a good faith effort to include Exhibitors in the Show's various print and electronic publicity.

- 9. How would you like your booth sign to read? (Company Name, City and State) For example: The Women's Board Antiques Jacksonville, FL
- 10. Name to be listed in print materials:
- 11. Address to be listed in print materials:
- 12. Website Address:
- 13. Social Media Handles:
 - Facebook:
 - Instagram:
 - TikTok:

Exhibitor has read, understands, and agrees to all provisions of this Application/Contract, including, but not limited to, the Show Rules & Regulations. Exhibitor further agrees to strictly abide by this Application/Contract, the Show Rules & Regulations, and any amendments thereto made by TWB or the Show Manager prior to and during the course of the Show, and any other reasonable direction of TWB or the Show Manager in connection with the Show.

By:

(Exhibitor's Company's Name)

By:

(Authorized Representative's Signature)

Name:

(Authorized Representative's Name)

Title & Date:__

Contract will not be accepted without signature and payment

ACCEPTED AND APPROVED ON BEHALF OF THE WOMEN'S BOARD

By: _

(Authorized Representative's Signature)

Name:

(Authorized Representative's Name)

Title & Date:___

Return this signed Application/Contract with deposit made payable to "The Women's Board of Wolfson Children's Hospital to:

The Women's Board of Wolfson Children's Hospital 1325 San Marco Boulevard, Suite 802 Jacksonville, Fl 32207

2024 FIRST COAST DESIGN SHOW RULES & REGULATIONS

In order to participate in the Show, Exhibitor must return this Contract/Application (along with the above-referenced deposits/payments) properly executed by an authorized Exhibitor representative. This Contract/Application will not be considered in force until accepted by TWB. An executed facsimile or photocopy copy of this Contract/Application will be deemed to be an original. Upon acceptance, this Contract/Application is binding and non-cancellable by either party except as specified herein. This Contract/Application is for the Show specified herein, including the move-in and move-out periods, and even after acceptance does not extend to the Exhibitor any rights of any kind with respect to any future Shows by TWB. Interpretation of and compliance with these Show Rules & Regulations, including, but not limited to admission policy, exhibitor conduct and decorum, lighting and signage, and other matters affecting the Show and its exhibitors shall be determined in the sole discretion of TWB as conveyed by the Show Manager. TWB shall have the right to decline access to an exhibitor or to remove same from the Show for any material breach of this Contract/Application or failure to comply with these Show Rules & Regulations which in the sole discretion of TWB, it deems appropriate. Exhibitor, on behalf of itself and its officers, directors, employees, agents and invitees, waives and releases any claim, and agrees to make no claim, against TWB or Baptist Health System, Inc. ("BHS"), the Show Manager ASM or the City of Jacksonville, or any of their respective officers, directors, trustees, shareholders, members, employees, agents, legal representatives, volunteers, subsidiaries, affiliates, patrons, guests, licensees or invitees (collectively, the "Show Releasees") relating to: (a) any use of the leased space or any discretionary decision by TWB or the Show Manager pursuant to these Show Rules & Regulations, (b) any discretionary decision on the part of TWB or the Show Manager relating to the Show or Exhibitor, (c) the Exhibitor's use of the leased space or the general conduct of the Show, (d) injury to Exhibitor or Exhibitor's employees, agents, representatives, contractors, licensees, invitees, guests or patrons (collectively, the "Exhibitor Personnel") or other third parties or damage to or loss or theft of any of Exhibitor's property or merchandise, (e) cancellation, termination, or interruption of the Show for any reason, including, but not limited to, those outside the control of TWB. TWB reserves the right to photograph Exhibitor and the Exhibitor Personnel, booth, and merchandise and to use such photographs in any manner it deems appropriate, including but not limited to, any and all advertising of the Show.

Venue & Show Hours: (a) Venue for Show shall be the Prime F. Osborn III Convention Center in Jacksonville, Florida. (b) Show times for the 2024 Show are: Thursday, December 5, 2024, 5:30 p.m. – 8:30 p.m., Friday, December 6, 2024, 10:00 a.m. – 4:00 p.m. and 6:00 p.m. – 11:00 p.m., Saturday, December 7, 2024, 10:00 a.m. – 4:00 p.m. and Sunday, December 8, 2024, 10:00 a.m. – 4:00 p.m. Setup times and breakdown times will be dictated by TWB. Venue, Show times and setup and breakdown times are subject to change by TWB without further notice, and TWB shall use reasonable efforts to notify Exhibitor regarding Show times and setup and breakdown times for future Show Years.

Conduct of the Show: (a) Exhibitor agrees to abide by these Rules & Regulations and any other rules and regulations adopted by TWB from time to time and agrees that TWB shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Show. (b) Exhibitor agrees to abide by the Venue's policies and procedures as may be adopted by the Venue's management from time to time. (c) Exhibitor shall not use the Venue in any manner that could void the insurance or increase the rate of insurance on the Venue's facilities or use the Venue's facilities in any manner that causes the Venue or any equipment contained therein to be damaged, marred or defaced or to be altered in any way. (d) Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required from any governmental bodies or third parties, and to comply with all local, State and Federal ordinances, laws and administrative regulations pertaining to or for the operation of its trade or business during the Show and to pay all sales and other taxes that may be levied against it as a result of the operations of its trade or business during the Show. (e) Exhibitor agrees to abide by all nonsmoking regulations in effect with the Venue. (f) Exhibitor shall not display or offer for sale (A) any reproductions whatsoever, including but not limited to antiques, fine silver, art, art glass, bronzes, statues, jewelry and figurines, (B) any polishes, waxes, tassels or similar newly crafted products, or (C) any reworked, substantially altered, recently created or marred furniture or other merchandise. All merchandise must be authentic and properly represented by Exhibitor as to origin, date or period of manufacture or creation and provenance, if known. (g) Exhibitor shall not display or offer for sale any ivory merchandise that is less than 100 years old. (h) All merchandise shall be displayed in showcases provided by the Exhibitor and approved by TWB. Merchandise must be displayed in a neat and professional display and manner. (i) Assigned space is only for the display of the product line which TWB believes to be for the benefit of the Show. Any substantial change in the type or character of Exhibitor's product line requires prior written approval of TWB. (j) Exhibitor must conform to the provisions of the National Gold and Silver Marketing Act (15 U.S.C. § 294 et seq., also know as The Stamping Act), as well as the Federal Trade Commission Guides for the Jewelry Industry (16 C.F.R. Part 23), including the Guide Against Deceptive Pricing, and must provide a duplicate receipt to all buyers upon sale that includes the identity of both Exhibitor and the buyer, date sold, a complete description of the item(s) and number of item(s) sold and the full purchase price of

each item. (k) All merchandise and antiques must be sold as estate, antique or second hand. Notwithstanding the foregoing, any newly manufactured (i.e., not previously sold) merchandise may only be sold upon TWB's prior consent and only by an authorized manufacturer's United States representative or distributor (proof of which must be submitted to TWB prior to the Show). (I) TWB reserves the right to disapprove the exhibiting of any product or service which it believes is not related to the merchandise or antique industry, or otherwise does not comply with these Show Rules & Regulations, or which is in violation of the rights of a third party, or which is of questionable or dubious authenticity, age, artistry, quality or provenance, or which may interfere with the nature or reputation of the Show or TWB. Any exceptions need to be pre-approved by TWB. (m) Only one exhibitor, company or organization may exhibit its products or services in a single Exhibit space. (n) Exhibitor shall conduct and operate its exhibit so as not to annoy, anger, harass or interfere with the rights of other exhibitors, invitees and visitors. Any practice that, in the sole opinion of TWB, interferes with the rights of others ready access to nearby exhibitors' booths may be suspended by TWB until the problem is remedied by Exhibitor to the satisfaction of TWB. No exhibits will be allowed to extend beyond the space allotted to the Exhibitor, including exhibits or personnel, whose selling space is limited to the booth boundaries. (o) Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with these Show Rules & Regulations and the Venue's policies and procedures, as may be amended from time to time.

Booth Placement: TWB does not guarantee specific booth placement or specific Show layouts or configurations. TWB reserves the right to make changes in booth assignments and/or Show configurations at any time. All booth placements and Show design layouts are at the sole discretion of TWB.

Display: The Exhibitor agrees to occupy the leased exhibit space during the full term of the Show and to exhibit only the products and merchandise described in this Application/Contract. TWB reserves the right, in its sole discretion, to (a) determine the eligibility of exhibitors and exhibits for the Show; (b) to prohibit any exhibit or part thereof which, in its sole opinion, violates this Application/Contract or is; in any other way, not suitable to or in keeping with the character and spirit of the Show; (c) to reject, eject, prohibit or close any exhibit in whole or in part, including removal of Exhibitor and any of Exhibitor's merchandise and personnel, upon TWB's good faith determination that the exhibit or conduct of the Exhibitor or its personnel violates this Application/Contract or the Show Rules & Regulations or the Venue's policies and procedures, as may be amended from time to time; (d) refuse to permit an Exhibitor (and any of its personnel) who violates this Application/Contract, the Show Rules & Regulations or the Venue's policies and procedures (or who owes outstanding amounts to the Sponsor, ASM or the City of Jacksonville) to participate in the Show or future Shows by reason thereof; (e) to change the floor plan (including but not limited to aisle spaces) or booth size, without notice, in order to comply with fire, safety and accessibility regulations or provide, in its exclusive judgment, a safer, more satisfactory, attractive and successful Show. TWB has the absolute discretion to exercise these rights but may delegate them to the Show Manager. Exhibitor must utilize its own lighting in connection with its booth display, and such lighting must be tasteful, must be fixed (e.g., no revolving, moving, pulsing, strobe, or neon lights), must not detract from the overall booth display area or other exhibitors' displays, and must be acceptable to TWB and the Show Manager. LED lighting is preferred, and halogen lamps are limited to 75 watts each and must be of the sealed variety (which prevents direct handling of the bulb).

Set-Up: All arriving goods and exhibits must be received at receiving areas designated by TWB or the Show Manager, all incoming freight and exhibits must be plainly marked and all charges prepaid. Exhibitor shall be allowed to move-in and/or set-up its exhibit on or about 7:30 a.m. on the Wednesday & Thursday immediately preceding the Show (e.g., December 4 or 5, 2024). Exhibitor shall be allowed to dismantle and move-out its exhibit after the Show closes on its last day. All exhibits must be installed and ready for display one (1) hour prior to the Show's opening each day. Exhibitors will be allowed to enter the Venue for set- up two (2) hours prior to the opening of the Show each day. Move-in, move-out and set-up times are subject to change by TWB without further notice. Under NO circumstances will construction, arranging or set up of exhibit space be permitted during official hours of the Show. Labor and expense for trucking, handling, move-in and move-out of the exhibit from the Venue will be paid by Exhibitor. Only badged exhibitors may conduct business or trade on the Show floor during the move-in period and the Show. Badged helpers shall be solely restricted to the set-up of Exhibitor's booth and shall not conduct business or trade of any kind on the Show floor during the move-in period or the Show. Badged helpers' failure to abide by these restrictions will result in permanent removal from the Show for its entire duration without refund. Exhibitors are strictly prohibited from dismantling displays before the official time the Show closes. Failure to comply with these provisions may result in an Exhibitor being barred from future Shows. Exhibitor must totally vacate the Venue by 10:00 p.m. after the Show closes on its last night (e.g., on December 8, 2024). No exhibit and accompanying merchandise shall leave the Venue until TWB has conducted a walk though inspection of Exhibitor's space for damage and all bills accruing against Exhibitor for any such damage or other outstanding charges accruing thereunder are fully paid or credit is approved by TWB. In the event any Exhibitor fails to remove its exhibit and merchandise in the allotted time, TWB reserves the right, at the Exhibitor's sole expense and sole risk and without any liability to TWB or any other of the Show Releasees, to (a) ship the exhibit and merchandise though a carrier of TWB's choosing, (b) place the same in a storage warehouse subject to Exhibitor's disposition, or (c) make such other disposition of such property as it may deem desirable. Exhibitor agrees that TWB shall have a first lien on such property for payment of costs incurred by TWB in connection with such removal, storage, or other disposition.

Cancellation: This Application/Contract may only be canceled by Exhibitor if notice, in writing, is received by TWB on or before October 1st of the applicable Show Year (*e.g.*, October 1, 2024). All deposits and payments received up to the date notice of cancellation is received are non-refundable. If notice of cancellation is received by TWB after October 1st of the applicable Show Year (*e.g.*, October 1, 2024), Exhibitor is liable for full payment for its booth space. Failure to appear at the Show does not release Exhibitor from responsibility for payment of the full cost of the space and any additional amounts due under this Application/Contract. Upon cancellation, TWB retains the right to utilize, resell or release the canceled space for its own benefit. If for any reason it becomes (in the sole determination of TWB) impossible or impractical to hold the Show as planned, then TWB shall, at its sole option, either (i) postpone the Show until a more appropriate time (in which case the terms of this Application/Contract shall govern such postponed Show), or (ii) cancel the Show and refund Exhibitor's deposit. Exhibitor waives any and all claims for damages against TWB and the Show Manager, in the event that Sponsor exercises its rights under Subsections (i) or (ii) above.

Default: In the event Exhibitor fails to make payment as required hereunder or fails to comply in any respect with the terms of this Application/Contract, including compliance with all Show Rules & Regulations and applicable Venue policies and procedures, TWB may cancel this Application/Contract without notice to Exhibitor and all rights of Exhibitor hereunder shall cease and terminate. In such event, any payments made hereunder by Exhibitor shall be retained by TWB and Exhibitor shall be liable for full payment for its booth space. In the event of a default under this Application/Contract, TWB shall retain any payments made by Exhibitor without limitation to TWB's rights and/or remedies against Exhibitor for its breach of this Application/Contract, whether at law or in equity. In the event of a default during the conduct of the Show, TWB may direct Exhibitor to immediately remove the Exhibitor Personnel and all of its articles or merchandise and other personal property from the Venue premises, and shall retain any payments made by Exhibitor, without limitation to TWB's rights and/or remedies at law or in equity.

Booth Representatives: Booth representatives shall be restricted to Exhibitor's employees and its authorized representatives. Two (2) Exhibitor badges shall be furnished by TWB per booth. Badge identification provided by TWB shall be worn at all times during the Show and all setup, breakdown, move-in and move-out periods. Only one exhibitor shall be permitted per application/contract and there is to be absolutely no sharing of exhibit space. Any helper must have a badge and may only help during the setup, breakdown, move-in and move-out periods, and not during the Show.**Contractor Services**: Exhibitor agrees to contract for any rental furniture, displays, equipment and services, and exhibit and material receiving, handling, storage, move-in, move-out, set-up and breakdown with TWB's or the Venue's preferred contractors. Owned items (such as "display cases", etc.) may be brought in only upon prior approval of the TWB. Exhibitor must use TWB's or the Venue's preferred contractors for all concession, electrical and other utility needs associated with the exhibit or the Show.

Right of Entry and Inspection: TWB or its designee shall retain the right and unfettered discretion at any time to enter the leased area occupied by Exhibitor and to inspect any goods, displays, and other materials utilized or sold in the leased area in order to ensure compliance with this Application/Contract and all Show Rules & Regulations and applicable Venue policies and procedures. TWB shall have the absolute right, at its sole discretion, to require Exhibitor to correct or to remove from the Show any display or merchandise which does not comply with this Application/Contract and all Show Rules & Regulations and applicable Venue policies and procedures or is of questionable authenticity or condition. TWB reserves the right and discretion to terminate this Application/Contract without refund and eject or cause to be ejected from the Show any objectionable exhibitor and/or exhibit or merchandise which (i) violates this Application/Contract or any of the Show Rules & Regulations or applicable Venue policy or procedure, or any applicable local, State or Federal law, ordinance or administrative regulation, or (ii) negatively impacts the Show or the image or good- standing of TWB or any Show Release, and TWB and the other Show Releasees shall not be liable to Exhibitor for any damages that may be sustained by Exhibitor, the Exhibitor Personnel or any others as a result of such termination and/or ejection.

Fire Regulations: Exhibitor and all Exhibitor Personnel are expected to be knowledgeable of and adhere to all Federal, State, and local laws, regulations and ordinances while participating in the Show. TWB and the other Show Releasees have no responsibility for Exhibitor's or the Exhibitor Personnel's compliance with applicable laws, regulations or ordinances, as compliance with applicable laws, regulations and ordinances is mandatory under the terms of this Application/Contract and is the sole responsibility of the Exhibitor. All exhibits must pass local Fire Department inspection before opening date. Smoking inside the Show is prohibited. Aisle and fire exits must not be blocked by exhibits, merchandise or personnel. All exposed fabrics used by Exhibitor for display must be flame resistive, flame resistant or flame

retardant or otherwise treated as may be required by applicable Fire ordinances. All electrical cords used by Exhibitor must be threeprong heavy-duty with a surge protector installed. No light-weight household extension cords are permitted, and all electrical cords must be appropriately secured in place (*i.e.*, covered or taped down).

Insurance: Neither TWB nor any of the other Show Releasees provides any insurance on account of, or for the benefit of Exhibitor, the Exhibitor Personnel, its personal property or merchandise. Exhibitor shall obtain and maintain at its sole expense during the period commencing on the first move-in date and terminating on the last move-out date, a policy of Comprehensive General Commercial Liability Insurance with limits of not less than \$1,000,000 aggregate for bodily injury and property damage, including coverage for personal injury and death, products liability, contractual and statutory liability, and advertising injury. Exhibitor's policy shall name The Women's Board of Wolfson Children's Hospital, Baptist Health System, Inc., CR Hanlon Designs, Inc., SMG and the City of Jacksonville, and their respective officers, directors, trustees, shareholders, members, employees, agents, legal representatives, volunteers, subsidiaries, affiliates, patrons, guests, licensees or invitees as additional insureds. Exhibitor's required coverage shall be primary and not secondary to any coverage, which may be carried by TWB, any of the other Show Releasees or any other third-party. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to TWB, shall be furnished to TWB forty-five (45) days before the first day of the Show. Failure by TWB to request proof of insurance shall not relieve Exhibitor from maintaining the above-referenced coverage. If Exhibitor fails to maintain or provide the required proof of insurance, then TWB may, at TWB's sole option, (a) declare this Application/Contract null and void or (b) purchase the required insurance and charge Exhibitor accordingly (provided, however, that TWB shall not be required to provide any such replacement insurance nor shall TWB be liable for the payment of any premium for such replacement insurance).

Indemnification: (a) All of Exhibitor's property at the Show shall be at the sole risk of Exhibitor. Neither TWB nor any of the other Show Releasees shall be responsible for Exhibitor's merchandise or any other property situated at or about the Show space or Venue premises. Exhibitor assumes any and all liability for any loss of any kind or character, including, but not limited to, theft or mysterious disappearance, damage or destruction of Exhibitor's merchandise or other property placed or brought upon the Show space or Venue premises by Exhibitor, or on Exhibitor's behalf, or for any loss or damage, by theft, destruction, disappearance or otherwise to Exhibitor's merchandise, booth or personal property. Exhibitor accepts all risks associated with the use of the Show space and the Venue. Exhibitor, on its own behalf and on behalf of the Exhibitor Personnel, releases and shall not make any claim or demand or take any legal action whatsoever against TWB or any of the other Show Releasees for any loss, damage or injury howsoever caused to the Exhibitor or any Exhibitor Personnel, its business or their property and merchandise. (b) Neither TWB nor any of the Show Releasees shall be liable to Exhibitor, any Exhibitor Personnel or to any other person whomsoever, for any injury or damage to person or property arising out of any act or omission, whether intentional, negligent or otherwise, on the part of Exhibitor or Exhibitor Personnel, or for any other injury or damage arising out of the use of the Show space and Venue premises, and Exhibitor agrees to indemnify and hold TWB and the other Show Releasees harmless for and from any and all claims, costs, actions, damages, losses, liabilities and attorney's fees arising out of the foregoing, including any liability which could arise based upon a fraudulent or negligent misrepresentation by Exhibitor regarding the authenticity, age, provenance, artist, manufacturer or quality of goods sold during the Show, violation of any local, State or Federal ordinance, law or administrative regulation by Exhibitor during the course of the operation of its trade or business during the Show, and for any other mistakes, errors or bad acts made by Exhibitor or any Exhibitor Personnel.

Americans with Disabilities Act Requirements: Exhibitor agrees to comply with applicable requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the "ADA") and agrees to hold TWB and the other Show Releasees harmless from and against all claims that may be brought against Exhibitor or any of the other Show Releasees on the basis of Exhibitor's or the Exhibitor Personnel's noncompliance with ADA requirements.

Care of Venue Facilities: The Venue prohibits any attachments or installation of materials of any kind in the walls, ceiling, columns, floors, or common areas of its premises, inside or outdoors. Exhibitor may not apply, paint, lacquer, adhesives, or other coatings, or nail or screw into any part of the building, including but not limited to its booth space or building walls, ceilings, windows, columns, and floors. Exhibitor may not mark, damage, or otherwise deface any part of the building or property belonging to the Venue, TWB or other exhibitors. Exhibitor agrees to pay the costs of repair or replacement for any and all damage whatsoever to the Venue's premises (or equipment on the Venue's premises) arising out of Exhibitor's or the Exhibitor Personnel's use thereof pursuant to this Application/Contract. At the conclusion of the Show, TWB will conduct a post-use inspection of the Exhibitor's Show space and surrounding area to ascertain damage to the Venue's premises resulting from the use of the Venue by Exhibitor, which Exhibitor or its representatives shall attend. TWB will notify Exhibitor within a reasonable time of the extent of any damage and the cost of repair. Exhibitor further agrees to indemnify and hold TWB

and the other Show Releasees harmless from any claims, losses, or expenses resulting from its breach of this covenant.

Force Majeure: In the event that the premises in which the Show is to be conducted shall become, in the sole discretion of TWB, unfit for occupancy or in the event the holding of the Show or the performance of the Application/Contract (of which these Rules & Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of TWB, this Application/Contract and/or the exhibition (or any part thereof), may be terminated by TWB. TWB shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of a cause or causes not reasonably within the control of TWB. If TWB terminates this Application/Contract and/or the exhibition (or any part thereof) as aforesaid, then TWB may retain such part of Exhibitor's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred. and there shall be neither further liability on the part of either party nor responsibility by TWB for any loss of business, lost profits, damage or expense of whatever nature that the Exhibitor may suffer. For the purposes hereof, the phrase "cause or causes not reasonably within the control of TWB" include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather; government restraints, or orders of civil defense or military authorities act of public enemy or terrorism; riot or civil disturbance, strike, lockout boycott or other labor disturbance, inability to secure sufficient labor, technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain necessary supplies or equipment; condemnation; requisition or commandeering of necessary supplies or equipment; local, State or Federal laws, ordinances, rules, orders, decrees or regulations, whether legislative, executive or judicial and whether constitutional or unconstitutional; failure by the Venue; or Act of God.

Amendments: TWB shall have full power to interpret and enforce all of the terms of this Application/Contract, all Show Rules & Regulations, all Venue policies and procedures, and the power to make, from time to time, amendments, and such further Show Rules & Regulations as it shall consider necessary for the proper conduct of the Show. Any matters not specifically covered by these Show Rules & Regulations shall be subject solely to the decision of TWB. Exhibitor, for itself and the Exhibitor Personnel, agrees to abide by the terms of this Application/Contract and all of these Show Rules & Regulations, and any amendments that may be put into effect by TWB.

Governing Law & Jurisdiction: This contract and all legal proceedings relating to its validity, interpretation, performance, and enforcement shall be governed by the laws of the State of Florida, without regard to its conflict of law rules. The parties hereby submit to the personal jurisdiction of the State and federal courts of Duval County, Florida, which shall be the exclusive venue for any disputes relating to this Application/Contract.

Interpretation of Application/Contract: This Application/Contract shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring construction against the draftsman in case of vagueness or ambiguity. Any ambiguity in this Application/Contract should be interpreted in a manner, which furthers the stated purpose of this Application/Contract.

Attorney's Fees: If any legal action or other proceeding is brought by TWB to enforce or interpret this Application/Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Application/Contract, TWB, if it prevails, shall be entitled to recover its reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to mediation, appellate, bankruptcy, receivership and post-judgment proceedings), incurred in the action or proceeding, in addition to any other relief to which TWB may be entitled.

No Waiver: Any remedy or right conferred upon TWB for Exhibitor's breach of this Application/Contract shall be in addition to and without prejudice to any and all other rights and remedies available to TWB. No failure or delay by TWB in exercising any claim, remedy, right, power or privilege under this Application/Contract shall operate as a waiver, nor shall any single or partial exercise of any claim, remedy, right, power or privilege preclude any further exercise thereof or the exercise of any other claim, right, power or privilege arising hereunder or by operation of law. Furthermore, no waiver in any manner under this Application/Contract by the TWB shall be effective unless it is in writing and is signed by an officer or director of TWB.

No Assignments or Subletting: No Exhibitor shall assign, sublet, or apportion the whole or any part of this Application/Contract or the leased space allotted to it hereunder.

Time of the Essence: Time is of the essence here under.

Survival: The parties acknowledge and agree that the provisions of Sections 6, 12, 13, 15, 18, 19 and 20 of this Application/Contract,

this Section 24, and any other provision of this Application/Contract that by its terms is reasonably intended by the parties to survive termination, shall survive termination of this Application/Contract.

Event Floor Plans



