

**2008 Goode National Water Ski Championships  
Okeeheelee Park, West Palm Beach, Florida August 12-16, 2008**

**ASSIGNMENT:** The Ski Club of the Palm Beaches (SCPB) will assign all exhibit space sold by them, and reserves the right to re-assign space when necessary for the proper conduct of the Event. No guarantee can be made by any representative of the Local Organizing Committee regarding final assignment of space.

**FEE:** Exhibitor agrees to pay the total sum of \$\_\_\_\_\_ with the following terms: **SIZE** \_\_\_\_\_

**CANCELLATION:** If Exhibitor cancels this agreement in writing, any amount paid in excess of 50% of the Exhibitors total obligation will be refunded, provided notice of cancellation is received by the SCPB thirty (30) days prior to the opening day of the Event.

**FAILURE TO USE SPACE:** In the event Exhibitor cancels space, or fails to occupy the space by opening day of the Event, SCPB has the right to sell and reassign space to another exhibitor.

**FORCE MAJEURE:** Neither party shall be liable for any failure of or delay in the performance of their respective obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including and without limitations, Acts of God, acts of a public enemy, fires, flood, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, and/or acts of any governmental body, nor shall any such failure or delay give the other party the right to terminate this Agreement. Each party shall use its best efforts to minimize the duration and consequences of any failure of or delay in the performance from such force majeure.

**LICENSES & PERMITS:** Exhibitor has sole responsibility to secure all necessary licenses and permits, and to comply with all laws and regulations pertinent to its business.

**LIABILITY:** Neither the SCPB nor their representatives shall be liable for any injury to exhibitors, their employees, guests, or visitors while within the confines of the space contracted for by the Exhibitor, nor shall said parties be liable for loss or damage to goods from any cause whatsoever while the same are in transit to or from the Event, or while they are in the exhibit area.

**Exhibitor shall provide the SCPB** with a copy of an insurance certificate naming the Ski Club of the Palm Beaches/Palm Beach County Board of Commissioners as an Additional Insured to a General Commercial Liability Insurance Policy with minimum limits of \$500,000 for the Exhibitors participation at the Event. **The Exhibitor must present said certificate to the SCPB fifteen (15) business days prior to occupation of the space.**

**SUBLEASING:** Exhibitor may not sublease, assign, or apportion its space. No more than one firm, exhibit, or banners may occupy the contracted space without the prior written permission of the SCPB. Further, Exhibitor shall display its products, and conduct its business only within its assigned space.

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**BANNERS:** The Ski Club of the Palm Beaches/USA Water Ski must approve any banners outside of the exhibitors contracted area in advance, in writing. The firm leasing the exhibit space may display its banners, **ONLY**. No other firms' banners may be displayed without prior permission of the SCPB.

**EXHIBITS:** All merchandise areas must be within the exhibit area, not in motor homes, trailers, etc. All exhibits must be under the main tent area; no exhibitor shall erect his own tent. The SCPB reserves the right to decline or prohibit any exhibit or proposed exhibit, or prohibit any activity at the exhibit or Event site, which in its sole opinion, is not suitable for the Event. All decisions regarding space assignments, nature and style of exhibits, floor management before, during and after exhibit hours, interpretation and enforcement of rules and regulations including such amendments thereto, and any changes or further rules and regulations as may be considered necessary for the safe and/or proper conduct of the Event, and all other matters pertaining to the productions and management of the exhibits shall be made by the SCPB.

The SCPB reserves the right to send all goods not removed from the exhibit site by the close of the breakdown period to a storage warehouse at the expense of the Exhibitor, and the Exhibitor agrees to pay all charges as may be incurred for transportation and storage of such goods. In addition thereto, Exhibitor further agrees to pay the SCPB any liquidating damage that the SCPB must pay to its lessor by reason of failure by Exhibitor to remove its goods from the premises as specified.

**LICENSING:** Exhibitor understands that the SCPB has the exclusive right to the sale of all items (including T-shirts and headwear) bearing the National Championship Event name and logo, the name and logo of USA Water Ski, or other event related art, logo, or wording. Exhibitor understands that it may give away or sell any other item at the event other than those bearing the event logo or other event related art, logo, or wording. Exhibitor will use best efforts to use official name of event and to include the title sponsor's name and/or logo on all give-away items that refer to the event. Exhibitor understands that the SCPB retains the right to monitor and stop the exhibit/sale/give away of any items they feel (in their absolute discretion) may violate its right and/or the rights of others, or which may interfere or otherwise detract from the event and or the event title.

This Agreement is made in accordance with the laws of the State of Florida and venue of any legal actions shall be in Palm Beach County, Florida. This Agreement shall bind the parties hereto, their successors, heirs, executors or administrators.

The parties hereto have caused this Agreement to be signed by their authorized representatives and agree that this contract together with the rules and regulations of the Event, constitutes the entire agreements between the parties, and no waivers, modifications, or agreements shall be valid, unless in writing, executed by the parties hereto or authorized representatives, and attached hereto.

**By Signing Below,** Exhibitor hereto accepts this Agreement and all the terms contained within.

Exhibitor \_\_\_\_\_ Date \_\_\_\_\_