

SOUTH FLORIDA FAIRGROUNDS  
**Gigantic Garage**  
 SALE

**SATURDAY, SEPTEMBER 19, 2020**

**APPLICATION/LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (hereinafter "License") is made by and between SOUTH FLORIDA FAIR & PALM BEACH COUNTY EXPOSITIONS, INC. a Florida nonprofit fair association organized under Chapter 616, Florida Statutes, (hereinafter the "Fair") and "Licensee" as more fully described below:

Name \_\_\_\_\_  
 (Licensee)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email Address: \_\_\_\_\_

What are you selling? \_\_\_\_\_

How did you hear about this event? \_\_\_\_\_

*Registration will be accepted on a **first come, first served basis**, according to receipt of payment.*

EXPLAIN LOCATION PREFERRED (NOT GUARANTEED):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ \$60.00 10' X 10' **CENTER** space - **1 Table included**

\_\_\_\_\_ \$80.00 10' X 10' **CORNER** space - **1 Table included**

\_\_\_\_\_ \$85.00 10' X 10' **WALL CENTER** space - **1 Table included**

\_\_\_\_\_ \$105.00 10' X 10' **WALL CORNER** space - **1 Table included**

\_\_\_\_\_ **\$10.00 per extra table in advance** (\$15.00 tables will be offered the day of setup)

\_\_\_\_\_ Total tables needed INCLUDING free tables\*\*

Sign the back of  
 this sheet or  
 your application  
 will be rejected



Before unloading on Friday, please check in at one of the registration desks located at the roll up door inside the Building. Once you have checked in you can begin to set-up. **You must complete set-up by 6:00 PM Friday.**

Licensee will be permitted to start breaking down on Saturday at 2:00 PM. All property of the Licensee must be removed from the building by 6:00 PM on Saturday, September 19th and that your booth area is left clean.

Absolutely no food or beverage items shall be brought inside for personal consumption, or for sale to the public. No incendiary devices or flammable liquids, or pornographic materials shall be permitted. Smoking is not allowed in the Expo Center. Nothing may be adhered to the walls in any building. Raffles of any type are prohibited. Only animals as provided for under federal and state law will be allowed on the fairgrounds and in the Expo Center.

The Fair reserves the unilateral right to cancel this License for economic reasons, or for the public good, or for events including, but not limited to acts of God, fire, flood, natural disaster, a threat of or a tropical storm, a threat of or a hurricane, inclement weather, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), a pandemic, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties in which case any funds paid by the Licensee for unused days, less actual expenses necessarily incurred by the Fair in connection with the Event so cancelled, will be refunded without penalty. In addition, The Fair reserves the unilateral right to cancel this License in the event of any request by any Federal, State or County agency for use of the Fairgrounds under such circumstances, it being understood and agreed by Licensee that its rights hereunder are subordinate and inferior to the right of use by any Federal, State or County agency or department, in which case any funds paid by the Licensee for unused days, less actual expenses necessarily incurred by the Fair in connection with the Event so cancelled, will be refunded without penalty. Should the Fair exercise its rights to cancel this License for any reason, including but not limited to those stated above, Licensee agrees to forego any and all claims for damages against The Fair and further agrees to waive any and all rights which might arise by reason of the terms of this License and the Licensee shall have no recourse of any kind against the Fair.

Should the Licensee cancel or fail to timely appear and set up for the event or fail to perform the conditions and requirements set forth herein, this License shall be cancelled at the election of the Fair and shall in all respects be deemed null and void, and the Fair shall retain any and all monies paid by Licensee as liquidated damages and not as penalty, it being understood and agreed by all parties that actual damages would be extremely difficult to ascertain.

It is expressly understood that the Licensee assumes all of the risk of loss with respect to any goods, equipment, products, vehicles, or other personal property of the Licensee's, or any of its agents, employees, invitees, guests, or third party on the fairgrounds and releases the Fair from any and all liability, including, but not limited to, any damages to the said property as a result of theft, collision, fire, vandalism, water, wind, collapse of building, movement of the property, or Act of God. It is expressly, clearly and unequivocally understood by the Licensee that the Fair and its officers, agents and employees are exculpated for their own negligence in the storage and moving any of the aforesaid property.

Licensee hereby covenants and agrees to fully exonerate, release, indemnify, defend and hold harmless the SOUTH FLORIDA FAIR & PALM BEACH COUNTY EXPOSITIONS, INC., its Board of Trustees, Directors, officers and all management, staff, agents and employees each severally and separately from any and all claims, suits, losses, damages, fines, penalties, liabilities, expenses, including reasonable attorney's fees and costs, in all administrative proceedings and at the trial and appellate level, for any injury or death to Licensee or persons (whether they be third persons or employees of either The Fair or Licensee) and any loss (through theft, fire, or otherwise) of or damage to property (whether it be that of The Fair, the Licensee or some third party) caused by, growing out of, or arising out of Licensee's use of or storage of property on the Premises or Fairgrounds, including, without limitation, its use by Licensee's agents; exercise of any rights under this License; breach of any term, warranty or provision of this License by Licensee; the operation of Licensee on the Premises or Fairgrounds, or the action/inaction, carelessness, negligence, improper conduct, or movement of Licensee's property, to which Licensee expressly consents, by The Fair, its Trustees, Directors, officers or employees or any other third party; or any act or omission of Licensee, its employees, officers, or agents. All such liability is hereby expressly assumed by Licensee. Such indemnification shall not apply to injury to persons or damage to property arising out of The Fair's gross negligence or willful misconduct. By signing this License, this provision shall expressly survive termination of this License.

The Fair, in its sole discretion, may relocate Licensee to another building and/or location on the fairgrounds. The Licensee agrees that it is responsible for its own success or failure at the event. The fact that Licensee is restricted by and subject to the terms and conditions of this License, is a risk that Licensee freely assumes.

Any and all complaints by Licensee or its agents, including, without limitation, those relating to this License, the Fair's policies, the Fair's officers, Trustees, Directors, staff or personnel, or the Fair's other licensees, shall be dated and in writing and promptly and immediately sent to the Expo Department at the Fair office.

This License of understanding constitutes the entire agreement between the parties and shall not be modified unless in writing and signed by The Fair and Licensee. The venue of any legal proceeding brought in connection with this License or any aspect of the relationship between the parties shall be in Palm Beach County, Florida. This License shall be considered to have been executed in Palm Beach County, in the State of Florida, and shall be interpreted, construed and enforced in accordance with the laws of Florida and no other. Time is of the essence of all of the provisions and terms of this License. It is the intention of the parties to hereby create the relationship of Licensee and Licensor, and no other relationship whatsoever is hereby created. Nothing in this License shall be construed to make the parties hereto partners or joint venturers or to render either party hereto liable for any obligation of the other. Prior to bringing any lawsuit under this License, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the Florida Rules of Civil Procedure 1.700-1.730 (and FRCP 1.750, excluding subsection (b)) together with the rules of the American Arbitration Association or the Foundation for Dispute Resolution. Accordingly, the parties agree to strictly follow said rules and abide by any agreement made as the result of mediation. Good faith compliance with this provision shall be a condition precedent to the right of any party hereto to bring a lawsuit under this License. This provision is a material inducement to the Fair for entering into this License.

The staff of the South Florida Fair will not tolerate abusive behavior toward other licensees, Fair employees and agents or the general public. Licensee or it agents who may be exhibiting such behavior will be removed from the fairgrounds and shall forfeit all fees paid.

**No Dollies or Porters will be provided for this event.**

LICENSEE:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



**OFFICE USE ONLY:**

SOUTH FLORIDA FAIR AND PALM BEACH COUNTY EXPOSITIONS, INC.

By: \_\_\_\_\_

Print Name: Victoria A. Chouris, President/CEO

Date: \_\_\_\_\_



**SATURDAY, SEPTEMBER 19, 2020**

**HOW TO APPLY:**

- COMPLETE APPLICATION & SIGN WHERE INDICATED
- DUE TO COVID-19 - COMPLETED FORMS/ PAYMENTS MUST BE MAILED OR EMAILED ONLY. NO IN PERSON PAYMENTS WILL BE ACCEPTED.
- MAIL BACK OR EMAIL TO:

P.O. Box 210367  
West Palm Beach, FL 33421

OR EMAIL: [kayla@southfloridafair.com](mailto:kayla@southfloridafair.com)  
Subject: Gigantic Garage Sale

Please make checks payable to: South Florida Fair Checks will not be accepted after the September 1st deadline, only credit cards. No checks accepted on the day of move in.

**For more information, please call (561) 790-5219**

Confirmations will be mailed out no later than September 10th.

**Official Hours:** Open to the public on Saturday, September 19, 7AM – 2 PM

**Check In / Set up times:** Friday only, September 18, 9AM – 6PM

**\*\*\*Retain this for your records\*\*\***

**CREDIT CARD AUTHORIZATION FORM**

SOUTH FLORIDA FAIR & PALM BEACH COUNTY EXPOSITIONS, INC.  
Mailing Address: P.O. Box 210367 West Palm Beach, FL 33421  
Shipping Address: 9067 Southern Blvd. West Palm Beach, FL 33411

CREDIT CARD Information:

MasterCard:                      Visa:                      AMEX:                      Discover:

Credit Card No.: \_\_\_\_\_

Expiration Date: \_\_\_/\_\_\_/\_\_\_                      CCV Code: \_\_\_\_\_

Amount: \_\_\_\_\_

**Card Holder Information (Please Print):**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature of Card Holder:

\_\_\_\_\_

If the amount being charged is over \$250, please provide the front and back of your credit card along with your driver's license.

Thank you.

**CUT THIS PAGE OFF AND RETURN IT IF YOU ARE PAYING BY CREDIT CARD**