

2021 Sponsor/Exhibitor Contract

MRC Low Impact Development Conference

(Company Name) _____ (Contact Name) _____
(Company Address) _____ (Telephone #) _____
(City) _____ (State) _____ (Zip/Postal code) _____ (Cell #) _____
(Email Address) _____

(hereinafter referred to as Exhibitor) and the Marine Resources Council of East Florida, Inc. (hereinafter referred to as MRC) agree as follows: MRC authorizes Exhibitor, under the terms set forth, to exhibit products, services, and materials applicable to Low Impact Development business or as otherwise approved by MRC in booth space to be designated by MRC in the exhibit area of the Center for Collaboration, 1100 Rockledge Blvd., Rockledge, FL 32955, during the 2021 MRC Low Impact Development Conference at the aforementioned site on the dates and times set forth below, at the fee specified.

This Contract is not assignable.

No prior or present agreements or representations shall be binding upon the parties unless included in this Contract. No modification or change in this Contract shall be valid or binding upon parties unless in writing and executed by the party intended to be bound by it.

Date of Application: _____, 2021 _____
(Company)

(Print Name of Authorized Representative) (Signature of Authorized Representative)

Credit Card # _____ **Exp. Date** _____ VISA MC AMEX DISCOVER

Card Security Code on back of card _____

Detailed description of product or service to be displayed & also to be included on 2021 MRC Low Impact Development Conference web page (25 words or less); please note that the MRC or conference manager reserves the right to edit description for content & length:

Company name to appear on convention website as: _____

Website address: _____

We give our permission to include a link to our website on the convention promotion websites.

Sponsorship Choices: 1st _____ 2nd _____ 3rd _____

Specialty Sponsorships

- Gift Bag Sponsor \$500+cost of branded bag
- Pen Sponsor \$500 +cost of branded pens
- Note Pad Sponsor \$500 +cost of branded pads
- Souvenir Glass Sponsor \$500 +cost of branded glasses
- Selfie Photo Sponsor \$1,200

Specialty Sponsorships

- Popcorn Cart Sponsor \$750 +cost of branded bags
- Beverage Sponsor \$1,000
- Breakfast Sponsor \$1,500 (2 Available)
- Lunch Sponsor \$2,500 (2 Available)
- Happy Hour Reception Sponsor \$3,500

General Sponsorships

- \$1,500 Sponsorship
- \$3,000 Sponsorship
- \$5,000 Sponsorship
- \$10,000 Sponsorship

Vending Booth Space: 6' x 4' space, includes table and allotment for one booth attendee \$750. Space is limited. Please check here to RSVP for your Exhibit/Vending booth space _____.

RETURN CONTRACT WITH FULL PAYMENT TO: Marine Resources Council of East Florida, Inc., 3275 Dixie Hwy NE, Palm Bay, Florida 32905. For assistance contact Conference Manager, Steve Sharkey, at sharkeymrc@gmail.com or call 321.978.8862.

2021 Conference Dates/Times

Thursday, October 21, 2021

9 a.m. Opens
5 p.m. Closes

Friday, October 22, 2021

9 a.m. Opens
5 p.m. Concludes

THIS AREA FOR MRC USE ONLY.

Booth Space Assigned: _____

Assigned By: _____ (MRC.)

Check for \$ _____ received or credit card charge for \$ _____

Check Reference Number _____

Acceptance Date: _____, 2021

Terms of Sponsor/Exhibitor Contract

Booth Space Assignments

Booth space assignments will be made by MRC in the order in which executed Contracts and full payment are received. MRC reserves the right to make modifications and change exhibit space assignments as may be necessary to adjust the floor plan at any time to meet the needs of MRC, the Conference, Exhibitors, or the exhibits.

Articles of Exhibit

Exhibitor shall not exhibit, advertise, or offer for future purchase goods and services other than those allowed by this Contract. **Exhibitor agrees to limit his display and personnel to the booth space contracted for, to confine all personnel or equipment to the booth space and not to use "roving" personnel and equipment and materials.** No Exhibitor may share their booth space with another Exhibitor.

MRC reserves the right to decline any prospective Exhibitor's application for a booth space.

MRC reserves the right to restrict exhibits which, because of noise, method of operation, materials or any other reason, become objectionable, and also to prohibit or remove any exhibit which, in the opinion of MRC, may detract from the general character of the conference as a whole. This reservation includes persons, things, conduct, printed matter, and anything of a character which MRC determines is objectionable. In the event of such restriction or removal, MRC shall not be liable for any refunds or other exhibit expenses.

Contacting registrants or attendees must be from contact information directly procured by your organization from registrants or attendees. Promotion of your business is permissible, but active, aggressive recruiting is prohibited during the Expo. Further, any aggressive, obtrusive sales tactics are expressly prohibited. Violations of this policy may lead to removal from the Expo prior to or at the Expo itself and forfeiting any monies paid to MRC.

Subletting of Booth Space

Exhibitor shall not assign, sublet, or apportion booth space or any part thereof allotted to Exhibitor.

Music: Copyright Permission and Indemnification

If you are planning to use music at your exhibit booth, Broadcast Music Inc. (BMI), the American Society of Composers, Authors & Publishers (ASCAP), and other performing rights organizations require that you pay licensing fees for the performance. If you have already entered into agreements with a performing rights organization, please report your function in your quarterly reports. If you are not currently licensed and plan to use music at your booth, you should contact the appropriate performing rights organization to secure the necessary licenses. Contact BMI at 877-264-2137, SESAC at 615-320-0055, ASCAP at 800-505-4052.

Exhibitor represents and warrants that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or "mechanical" means, by or on behalf of Exhibitor at MRC's 2021 Low Impact Development Conference unless Exhibitor has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g. ASCAP, BMI, or SESAC) for such use.

Exhibitor further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including but not limited to all obligations to report data and to pay royalty fees.

Exhibitor agrees to indemnify, save and hold harmless the Marine Resources Council of East Florida, Inc. and its directors, officers, agents, employees, and each of them, from and against any and all claims, costs, and expenses (including legal fees and expenses), demands, actions, and liabilities of every kind and character whatsoever with respect to any breach of the foregoing representations and warranties.

Installation and Dismantling of Exhibits

Installation of exhibits may begin Wednesday, October 20, (times TBD) and continue from 6 a.m. - 8 a.m. on Thursday, October 21. Exhibits must be in place by 8 a.m. No exhibits shall be dismantled, partially or wholly, until 5 p.m. Friday, October 22. All exhibits must be removed from the Exhibit Hall by 7 p.m. Friday, October 22. If you need additional time, contact the conference manager. Any materials not removed by this time will be removed by MRC and stored at Exhibitor's expense. **Early dismantling of exhibits without prior written approval from MRC will be considered a breach of this Contract.**

Safety, Fire, and Health

Exhibitor must comply with all local, county, state, and federal safety, fire, and health ordinances regarding installation and operation of exhibit materials. All display exhibit materials and equipment must be reasonably located and protected by safety guards and fireproofing as required by local, county, and state ordinances to prevent fire hazards and accidents. Each Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or promotions.

Liability for Damage

Exhibitor agrees to protect, indemnify, and hold harmless MRC and the Center for Collaboration for any and all liability, damage, or expense by reason of any injury or injuries sustained by anyone to persons or property or loss of property received, done, or occurring in or about the Conference area or entrances thereto or exits therefrom, including that caused by or resulting from the negligence of the respective agents, servants, or employees of MRC or the Center for Collaboration. MRC and the Center for Collaboration shall not be responsible or liable for any loss or damage to any property of Exhibitor through theft, fire, accident, or any other cause. EXHIBITOR SHOULD INSURE EXHIBITOR'S OWN EXHIBIT AND DISPLAY MATERIALS.

Exhibitor agrees to protect, save, and keep MRC and the Center for Collaboration forever harmless from any damage or charges for violation of any law or ordinance, whether occasioned by the negligence of Exhibitor or those holding under the Exhibitor. Exhibitor agrees not to violate any criminal statutes. Exhibitor shall at all times protect, indemnify, save, and keep harmless MRC and the Center for Collaboration against and from any loss, cost, damage, liability, or expense arising from or out of or by reason of any accident or other occurrence to anyone, including the use of the trade expo area or a part thereof. Exhibitor shall bear all attorney fees and court costs arising from any litigation based on the above. Further, if the Exhibitor breaches this Contract, MRC has the right to refuse Exhibitor booth space at future MRC events and conferences.

Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Anything in connection therewith necessary or proper for the protection of the building, equipment, or furniture will be at the expense of Exhibitor.

Exhibitor must surrender the booth space in the same condition as it was received.

Cancellations

If Exhibitor fails to perform in accordance with the stated terms as set forth, MRC may cancel this Contract and will retain, for costs incurred in connection with the leasing of said booth space to Exhibitor, 100% of the total fee.

If Exhibitor finds it necessary to release Exhibitor's booth space and written cancellation is received by **August 19, 2021**, MRC will retain 25% of the fee. If written cancellation is received between **August 20, 2021** and **September 20, 2021**, MRC will retain 50% of the fee. No refunds will be given after **September 20, 2021**.

Should the MRC cancel the conference for any reason, thereby prohibiting exhibitor from participating as outlined in the attached contract, exhibitor will receive a full refund of fees paid to MRC in advance to participate in the conference.

If for any cause beyond the control of the parties, such as, but not limited to, a public health emergency, the destruction of the exhibit facilities by an Act of God, authority of law, fire, or other force majeure, or boycotts, strikes, or other labor disputes, or cancellation of the conference for reasons beyond MRC's reasonable control, MRC is unable to comply with the terms of this Contract and deliver the space allotted hereunder, this Contract will be considered terminated and any payments made hereunder by Exhibitor will be refunded to Exhibitor, and MRC will have no further liability for damages or compensation of any kind.

Miscellaneous

This agreement shall be governed by the laws of the State of Florida. Any action brought to enforce the terms of this Agreement shall be brought in Brevard County, Florida.

MRC is dedicated to providing a harassment-free experience for all attendees. All Exhibitors must engage in respectful behavior and refrain from engaging in behavior or speech that is harassing in any manner.

Harassment includes offensive verbal comments or written language, deliberate intimidation, harassing photography or recording, stalking, following, unwelcome demonstrations, creating a disturbance that is dangerous or interferes with the ability to transact business on the show floor, or creates apprehension in another person, or causes inappropriate physical contact.

Additionally, helium balloons are strictly prohibited.

Responsibilities of Exhibitor's Representative(s)

Unless other arrangements have been made previously through the MRC, a representative of the Exhibitor must be present during uncrating and installation, as well as during dismantling and recrating of their exhibit. At least one representative must be in attendance throughout the period of exhibition. Exhibitor agrees to notify MRC in advance, no later than 15 days before the first day of the Conference, the name of the person who will officially represent the firm.

Fees for Exhibitor's Representative(s)

Official representatives for each booth space of each Exhibitor will be given Conference name badges. Exhibitor/Sponsor badges will allow admittance only to the exhibit & sponsorship areas of the conference. Any additional assistant exhibitor badges needed can be purchased from MRC.

Sponsors and Exhibitors are not admitted into the general conference seminars and workshops. Please purchase general admission passes in addition to your sponsor/exhibitor package to participate in the seminars and workshops.

MRC is a 501(c)(3) nonprofit organization whose mission is to improve water quality and to protect and restore the fish and wildlife resources of the Indian River Lagoon, coastal waters, inshore reefs, and the watershed by advocating and using sound science, education, and the involvement of the public at large.

Marine Resources Council of East Florida, Inc. (MRC) Federal Tax ID# 59-3030066. SaveTheIRL.org.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE." The toll-free number of the department is 1-800-HELP-FLA (435-7352) – calling from within the state of Florida, or (850) 410-3800 – calling from outside of Florida. The department's website is www.800helpfla.com. [s. 496.412(1)(c), F.S.].

Questions?

Please contact Conference Manager, Steve Sharkey, at SharkeyMRC@gmail.com, or call 321.978.8862.