

Terms & Conditions

Defined Terms: The term “Event” means GoExplore Expo, currently scheduled to be held on the dates (the “Event Dates”) and locations (the “Exhibit Facility”) listed on the Space Application Form and/or website. The Event is owned, produced and managed by Ampro Events, LLC. As used hereinafter, the term “Organizer” means, collectively, Ampro Events, LLC., and each of [its/their respective] officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term “Exhibitor” means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by Ampro Events, LLC. in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

Contract Acceptance: This contract shall become binding and effective only when it has been signed by Exhibitor and accepted by Ampro Events, LLC.

Assumption of Risks; Releases: Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor’s participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

Indemnification: Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to Ampro Events, LLC.), and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys’ fees and expenses which result from or arise out of or in connection with: (a) Exhibitors’ participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

Limitation of Liability: Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer’s maximum liability under any circumstance exceed the amount actually paid to Ampro Events, LLC. by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

Qualifications of Exhibitor: Ampro Events, LLC. in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Ampro Events, LLC., reserves the right to restrict or remove any exhibit which Ampro Events, LLC., in its sole discretion, believes is objectionable or inappropriate.

Setup & dismantling days:

Orlando: Setup – March 30, 2018, 2pm – 9pm; Dismantle – April 1, after close of show

Ft. Lauderdale: Setup – September 21, 2018, 2pm – 9pm; Dismantle – September 23,

after close of show

Atlanta: Setup – October 5, 2018, 2pm – 9pm; Dismantle – October 7, after close of show

Assignment of Space: Exhibit space shall be assigned by Ampro Events, LLC. in its sole discretion for the Event and for the Event Dates. Ampro Events, LLC., reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if Ampro Events, LLC. in its sole discretion determines that to do so is in the best interest of the Event.

Cancellation by Exhibitor: If Exhibitor desires to cancel this agreement, Exhibitor may do so by giving notice thereof in writing sent to the Organizer with evidence of receipt. In such case, 180 or more days prior to start day of the Event = full refund; 179-160 days prior to start of Event = 75% refund; 159-120 days = 50% refund; 119-60 days = 25% refund; 59 days or less = no refund. Because these dates are related to the Event date and not to the date of this agreement, these dates shall apply regardless of the date on which this agreement is executed. This amount is considered to be liquidated and agreed upon damages, for the injuries the Organizer will suffer as a result of Exhibitor’s cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organizer to sustain damages. In this situation, the Organizer’s damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date the Organizer receives the notice. Ampro Events, LLC. reserves the right to treat an Exhibitor’s downsizing of booth space as cancellation of the original space and purchase of new booth space. An Exhibitor may be required to move to a new location if it requests a downsizing of space.

Cancellation by Ampro Events, LLC.: If Exhibitor fails to make a payment required by this contract in a timely manner, Ampro Events, LLC. may terminate this contract (and Exhibitor’s participation in the Event) without further notice and without obligation to refund monies previously paid. Ampro Events, LLC. reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due for the specific Event, to Ampro Events, LLC. Ampro Events, LLC. is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. Ampro Events, LLC. may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on Ampro Events, LLC.’s part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If Ampro Events, LLC. removes or restricts an exhibit which Ampro Events, LLC. considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

Cancellation of the Event: If Ampro Events, LLC. cancels the Event due to circumstances beyond the reasonable control of Ampro Events, LLC. (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), Ampro Events, LLC. shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Organizer to Exhibitor. Ampro Events, LLC. reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If Ampro Events, LLC. changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 60 days earlier or 180 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but Ampro Events, LLC. shall assign to Exhibitor, in lieu of the original space, such other space as Ampro Events, LLC. deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If Ampro Events, LLC. elects to cancel the Event other than for a reason previously described in this paragraph, Ampro Events, LLC. shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

Exhibit Space Occupancy: Hours and dates for installing, occupying and dismantling exhibits shall be those specified by Ampro Events, LLC. If Exhibitor fails to install its display in its assigned space by 8pm on the specified setup day, or leaves its space unattended during the Exhibit hours, Ampro Events, LLC. shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by Ampro Events, LLC. Exhibitors shall not sell, transfer, assign or sublet to a third party their rights hereunder to their exhibit space or any portion thereof, unless written permission is given by the Organizer.

Copyrighted Materials: Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments to the copyright holder or their assigns.

Additional Terms and Conditions: Ampro Events, LLC. has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, Ampro Events, LLC. in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of Ampro Events, LLC. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space.

Exhibitor Service Manual: Within 120 days of the Event, Ampro Events, LLC. will send an Exhibitor Service Manual to the “Contact Name” listed on page 1 of this agreement. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

Incorporation of Rules and Regulations: Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by Ampro Events, LLC. in its sole discretion. Ampro Events, LLC. may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by Ampro Events, LLC. as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by Ampro Events, LLC. from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

Governing Law: This contract is governed by the laws of the State of Florida as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Florida shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Orlando, Florida.