



Herald Hunt Holiday “Bizarre” Bazaar Sunday, November 29th from 12 Noon to 4 PM.

Bazaar will take place by the Herald Hunt Main Stage in front of the Miami Herald building.

** Set Up Instructions will be sent the week of November 16th**

Payment Information: If you are paying with a credit card you can register directly online by visiting: <https://extra.herald.com/events>, otherwise please mail checks to: The Miami Herald, One Herald Plaza, 2nd Floor/Event Marketing, Miami FL 33132

Company/Billing Name: _____ (“Exhibitor”) agrees to exhibit at the Herald Hunt to be held on November 29, 2009 at The Miami Herald, One Herald Plaza, Miami, FL.

- One 10x10 exhibit space
- One 6’ table
- 2 chairs

Total Price per Exhibitor: \$100 **Additional \$50 for Electricity**

Reservation and Cancellation deadline: Friday, November 20, 2009

****RESERVATIONS AFTER NOVEMBER 20th will be \$250 per exhibitor.**

Exhibitor Contact Information:

Contact person: _____ Title: _____

Company name: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Cell Phone: _____ Email: _____

Please fax the completed form to Marie Zeno-Garcia at 305-995-8172





1. This application shall constitute a valid and binding contract only when countersigned by The Miami Herald. Applications are considered on a first-come, first-served basis, based upon receipt of this application. The Miami Herald reserves the right in its sole discretion to refuse participation in the Event, or to limit the number of booths provided, to any applicant for any or no reason.
2. The terms and conditions of the Exhibitor Service Manual, as amended from time to time by The Miami Herald, which shall be provided to Exhibitor prior to the Event, shall be considered a part of this contract. Exhibitor is responsible to review the Exhibitor Service Manual carefully and be familiar with the terms and conditions therein.
3. Exhibitor may distribute printed advertising, samples and souvenirs and display artwork from within Exhibitor's own booth only; provided that all distributed or displayed materials ("Exhibitor Material") shall be subject to the approval of The Miami Herald in its sole discretion. In addition, Exhibitor shall be solely responsible for obtaining, and warrants to The Miami Herald that it has obtained, all necessary licenses and permissions to distribute, perform or display any Exhibitor Material which is protected by copyright, trademark, publicity or misappropriation laws, or any other intellectual property or other laws.
4. The Exhibitor and Advertising Contacts listed on the reverse side of this contract shall be authorized to make all decisions regarding exhibiting and advertising, respectively.
5. (A) Exhibitor shall indemnify, defend and hold harmless The Miami Herald, Event sponsors and the employees, representatives and agents of each from claims, liabilities, costs and charges (including attorneys' fees and costs) for injury, loss or damage to property or persons (including death) arising out of Exhibitor's activities in connection with the Event, or any breach of representation, warranty or covenant in this contract.

(B) The Miami Herald, Event sponsors and the employees, representatives and agents of each shall not be liable for any claims, liabilities, costs and charges (including attorneys' fees and costs) arising out of any injury, loss or damage to the person or property of Exhibitor, its employees, representatives or agents, except to the extent arising out of the sole negligence of The Miami Herald or Event sponsors.

(C) Exhibitor shall provide and maintain in effect workers' compensation and employee liability (if applicable) and comprehensive general liability insurance containing a waiver of subrogation in favor of The Miami Herald in such amounts acceptable to The Miami Herald and evidence such insurance shall be provided to The Miami Herald promptly upon its request.
6. The Exhibitor shall pay all fees and assessments required by any applicable federal, state or local law in connection with Exhibitor's participation in the Event. Exhibitor shall indemnify, defend and hold The Miami Herald harmless for any fees required to be paid by The Miami Herald in connection with Exhibitor's activities under this contract. Exhibitor shall provide The Miami Herald with all requested documentation to evidence Exhibitor's compliance with tax laws and rules.
7. The Miami Herald reserves the right to hold the event, rain or shine.
8. If for any reason the Event is canceled or rescheduled, Exhibitor's sole remedy shall be the recovery of the fees paid pursuant to this contract (on a pro-rata basis if only a portion of the Event is canceled).
9. Under no circumstances shall The Miami Herald be liable for consequential, indirect, special or punitive damages of any kind in connection with its activities or omissions under this contract regardless of whether such damages were foreseeable.
10. Failure to adhere to any deadlines set forth in this Agreement may result in forfeiture of related benefits.
11. Exhibitor may not assign this contract or trade, sell, share or otherwise transfer the advertising or exhibiting rights hereto.
12. This contract, together with any exhibits or attachments, constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements or agreements, both written or oral. Exhibitor agrees that no representations of any kind have been made to Exhibitor by the Miami Herald or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.
13. This contract shall be governed by the laws of the State of Florida. This contract shall be deemed to be entered into and performed in the County of Miami-Dade where the principal office of The Miami Herald is located, and such County shall be the forum of any legal act in relating to this contract.

Company Name: _____ Signature: _____