



**FOOD, GAME AND COMMERCIAL
CONCESSIONS**

PARTICIPANT'S MANUAL



2018

2018

Participant's Manual

Rules, requirements, procedures and general information.



March 15 - April 8, 2018

Daily Except March 19th-20th & April 2nd-3rd

Youth Fair Hours

FOR GATES, BUILDINGS & TENT

OPEN

Opening Day..... 3:00 p.m.
Saturday & Sunday..... Noon

SPECIAL OPENINGS:

Friday, March 23rd..... Noon

Spring Break

Monday, March 26th through
Friday, March 30th..... Noon

CONCESSIONS OFFICE:

Daily..... 8:30 a.m.
Fair Time..... 9:00 a.m.

CLOSE

MIDWAY:

Daily..... Approximately Midnight

BUILDINGS:

Sunday-Thursday 11:30 p.m.
Friday & Saturday..... Midnight

THE BARN:

Daily..... 11:00 p.m.

CONCESSIONS OFFICE:

Daily..... 5:00 p.m.
Fair Time..... 6:00 p.m.

MIAMI-DADE COUNTY FAIR & EXPOSITION, INC.

THE YOUTH FAIR

10901 Coral Way • Miami, FL 33165
Tel: (305) 223-7060 • Fax: (305) 207-9931
www.fairexpo.com

Miami-Dade County Fair & Exposition, Inc.
Board of Directors & Officers

Officers

Nelson C. Bellido, Chairman of the Board
Marguerite Morris, Chairman-Elect of the Board
Georgina Gonzalez-Robiou, Treasurer
Robert Hevia, Secretary
Roger C. Cuevas, Immediate Past Chairman of the Board

Directors

Ivonne F. Alexander	Richard Krinzman
Willie L. Carpenter	Douglas S. Loria
Eduardo F. Cora	Dr. Alexis L. Martinez
Albert Dotson, Sr.	Manuel J. Rodriguez
Rafael Garcia-Toledo	Maria Teresa Rojas
Jack Griffith	

Teresa Olczyk
Ex Officio

Robert Hohenstein
President/Chief Executive Officer

E. Darwin Fuchs
President Emeritus

Concessions & Security Department Staff

Patty Dee
Director of Concessions
(786) 315-5124

Sylvia Cruz-Alvarez
Concessions Administrator
(786) 315-5161

Henry Gohlke and Rick Pelland
Outdoor Location Coordinators
(786) 315-5251

Richard Daker
Security Chief
(786) 315-5215

Concessions Office Location:
North entrance of Arnold Hall adjacent to switchboard.

Dear Concessionaires,

Welcome to the 2018 Miami-Dade County Youth Fair. We are very excited to host this year's 67th annual Youth Fair and hope to have another very successful Fair. Again this year the Youth Fair will be open for a total of twenty-one (21) operating days in the span of twenty-five (25) calendar days, March 15th through April 8th, 2018.

This manual has been designed to provide helpful information in a logical order for your convenience. We strongly urge you to read it and keep one copy at each of your booths during the entire Youth Fair. Extra copies will be available in the Concessions Office.

Our focus and goal again this year is to drive attendance and achieve profitability for all. In addition we will provide the safest and most secure Fair and the cleanest, best landscaped and best "Dressed Out" Youth Fair in our 67 year history.

This year we will have our fourth annual Youth Fair Foodie Awards program for our Food Vendors. We encourage you to participate in this excellent marketing tool that is designed to bring more guests to your booths. In addition we will be offering an online coupon book that can be used exclusively with purchases made with Magic Money.

Games and rides requiring Magic Money for play/ride continues! In addition we will be offering Magic Money for food purchases.

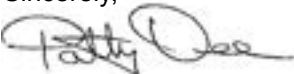
The Fair has adopted a Code of Conduct for all parties at the Fair. It is contained in the manual. You should review this Code of Conduct with all of your employees.

Also, please take special notice to our section in this manual regarding our policy on no styrofoam at the Fair this year.

Our entire concessions staff is looking forward to working with you. If you have any questions or concerns please feel free to contact any of us. Just call our office at (786) 315-5124 or stop in the Concessions Office.

Looking forward to a successful 2018 Youth Fair!

Sincerely,



Patty Dee

Director, Concessions

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ABOUT US

What started as a small agricultural fair in an area of Miami-Dade County known as K-Land has grown into one of the United States' largest and most successful fairs. The Youth Fair has truly become an iconic family entertainment event that South Floridians look forward to and enjoy each spring.

Our mission is to enrich our community by promoting education and South Florida agriculture while showcasing and rewarding youth achievement.

The Youth Fair is by far our major fundraising event and allows us to grow and honor our philanthropic commitments to the students, families and citizens of Miami-Dade County. Over our 67 year history we have donated well over \$11 million dollars in academic scholarships, cash premiums and awards to our community's youngsters.

In 2017 the Youth Fair hosted over 581,000 guests on its 86 acres. The 2017 Youth Fair featured:

- Over 90 heart pounding rides
- 2 giant Kiddielands for the youngsters
- 15 thrilling shows, concerts, outdoor events and activities
- The spectacular European style Royal Hanneford Circus
- Over 240 concessionaire locations featuring mouthwatering Fair food, beverages, games, attractions and services
- Approximately 25 outdoor commercial merchandise locations throughout the fairgrounds as well as exhibitors and sponsors in Edwards and Arnold Halls.
- More than 63,000 student exhibits

The 2018 Miami-Dade County Youth Fair & Exposition takes place daily March 15th through April 8th, 2018 (except March 19-20 and April 2-3). Be There! The Fair®.

CALENDAR

March 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
3				Strawberry Fest Opens	1	2
4	5	6	7	8	9	10
Living Quarters Open 9 AM to 9 PM	Living Quarters Open 9 AM to 9 PM	Living Quarters Open 9 AM to 9 PM	Living Quarters Open 9 AM to 9 PM	Living Quarters Open 9 AM to 9 PM	Living Quarters Open 9 AM to 9 PM	Living Quarters Open 9 AM to 9 PM
11	12	13	14	15	16	17
Living Quarters Open 9 AM to 9 PM	Living Quarters Open 9 AM to 9 PM	Living Quarters Open 9 AM to 9 PM	Living Quarters Open 9 AM to 9 PM	Fair Opens 3 PM	Fair Opens 3 PM	Fair Opens Noon
18	19	20	21	22	23	24
Strawberry Fest Closes Open 9 AM to 9 PM	Fair Closed	Fair Opens 3 PM Field Trip Gr 6-8	Fair Opens 3 PM Field Trip Gr 6-8	Fair Opens 3 PM Field Trip Gr 6-8	Fair Opens Noon No School	Fair Opens Noon Spring Break
25	26	27	28	29	30	31
Fair Opens Noon Spring Break	Fair Opens Noon Spring Break	Fair Opens Noon Spring Break	Fair Opens Noon Spring Break	Fair Opens Noon Spring Break	Fair Opens Noon Spring Break Good Friday	Fair Opens Noon Spring Break

CALENDAR

April 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Fair Opens Noon Spring Break Easter Parade 4 PM	2 Fair Closed Golf Tournament 10 AM Surf N Turf 7 PM	3 Fair Closed	4 Fair Opens 3 PM Field Trip Except	5 Fair Opens 3 PM Field Trip Gr K-2 Advisory Meeting 4 PM	6 Fair Opens 3 PM	7 Fair Opens Noon
8 Fair Opens Noon Last Day of Fair	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

CHECK-IN PROCEDURES

Living Quarters

All Living Quarters need to enter at Service Gate #8. Beginning Thursday, March 8th, 2018 all Living Quarters entering through Gate #8 will be directed to the Living Quarter's trailer where you will be measured and receive a location assignment. Any Living Quarters hooked up to electric and/or sewer prior to Saturday, March 10th, 2018 will be charged an additional daily fee. **The hours of operations will be 9 AM to 9 PM. A Youth Fair electrician will also be available to hook up the trailers.** Any Living Quarters checking in prior to March 8th, 2018 will need to make arrangements through the Concessions Office.

The vehicle and living quarters passes will be attached/displayed properly by living quarters personnel at check-in time. If the sticker does not go on the vehicle towing the living quarters, the concessionaire (not his/her employee) must make special arrangements in advance by writing or calling the Concessions Office. Once you have been placed at your living quarters and/or your stand locations you will need to request that the electrician and plumber be called to connect you to **power and water**. We will do our best to make your arrival as smooth and timely as possible. **All concessionaires must report to the Arnold Hall Concessions Office to obtain all other passes and/or credentials from authorized personnel.**

Outdoor Concessionaires

Dates to arrive at the fairgrounds to physically set up for the 2018 Youth Fair are:

March 3rd through March 14th
enter at the Service Gate #8 (see map on page 15)

Concessions must be in place and ready for inspection no later than 3:00 p.m. two days prior to the first day of the Youth Fair. Concessions not ready and completed by that time revert their space, without recourse by the Concessionaire, to the Youth Fair, together with all monies and/or performance bond paid by the Concessionaire.

Upon arrival at Service Gate #8, identify yourself as an **outdoor concessionaire** seeking to have a concession stand(s) placed on the grounds and ask to see one of the Outdoor Location Coordinators. **They will direct** you to your stand location if you can be placed at that time or ask you to wait in the **fenced holding area** just inside Service Gate #8. Look for the sign "Fair Service

Entrance” on the west side of SW 107th Avenue and 17th Street. If our Outdoor Location Coordinators are not available, contact the Arnold Hall Concessions Office and they will be located for you. Any Concessionaire arriving prior to March 3rd needs to contact the Arnold Hall Concessions Office prior to arrival.

All Concessionaires shall provide appropriate living quarters for themselves and their staff, or house them in suitable accommodations off the fairgrounds. Concessionaire agrees that while on the fairgrounds, that neither Concessionaire, or Concessionaire’s staff will sleep in automobiles, vans, tents, or concession stands. This restriction also includes all game, food and merchandise concessions that may have sleeping areas in back of the concession stand. Concessionaire agrees that any and all living quarters for Concessionaire and their staff shall be contained within the Fair’s designated living quarters area and that the living quarters will be in compliance with all applicable local, state and federal laws, rules and regulations. **In the event the Fair is made aware of a violation of the above policy, it shall be considered a material default of this License Agreement.**

Indoor Exhibition Hall Business Exhibitors

Dates to arrive at the fairgrounds to set up for the 2018 Miami-Dade County Fair are:

- March 10-13, 2018 from 9:00 a.m. to 6:00 p.m.
- March 14, 2018 from 9:00 a.m. to 9:00 p.m.
- For afterhours set-up, please contact Sylvia Cruz-Alvarez, Concessions Administrator in advance.

Indoor Business Exhibitors must be in place and ready for inspection no later than 3:00 p.m. two days prior to the first day of the Fair. Business Exhibitors not ready and completed by that time revert their space, without recourse by the Business Exhibitor, to the Fair, together with all monies paid by the Business Exhibitor.

Upon Arrival at the SW 24th Street (Coral Way) Service Gate #2:

- Identify yourself as an indoor Business Exhibitor and ask to see the indoor Business Exhibitor Supervisor, who will direct you to your assigned location.
- If you require on-grounds living quarters, you must bring your living quarters through Service Gate #8 (see map on Page 15).
- All concessionaires must officially “sign in” at the Edwards Hall Office with the authorized personnel to finalize your arrival and receive pertinent data, passes, photo ID authorizations, deadlines, safety rules, and a general update of procedures and schedules.

- The guard at the Coral Way Gate #2 will admit you with the show of contracts and/or receipts in order to see the authorized personnel in the Edwards Hall Business Exhibitors Office.
- Your indoor Business Exhibitor Supervisor can answer all of your questions. If the Supervisor is not available, contact the Arnold Hall Concessions Office and they will locate the Supervisor or provide the service required.

CHECK-OUT PROCEDURES

We realize after the 21 day Youth Fair everyone is anxious to pack up and move out. However, we need you to be patient and make sure tear down is a safe event for all. Please follow the tear-down schedule below. ***NO ONE IS PERMITTED TO CLOSE AND TEAR DOWN PRIOR TO THE TIMES LISTED.***

Living Quarters

The Youth Fair has “Non Fair” events on the property. The Final Checkout Date is Wednesday following closing day of the Youth Fair. No exceptions, please.

All Outside Concessionaires

- Remain open until the Youth Fair closes on Sunday, April 8, 2018.
- No vehicles will be permitted on the midways until the Youth Fair is clear of guests.
- After disconnecting electric and water connections, please replace covers over utilities.

All concession materials and equipment owned by a Concessionaire must be removed from the Fairgrounds within forty-eight (48) hours after closing day of the Youth Fair. If monies are owed to the Youth Fair by a Concessionaire at the termination of the annual Youth Fair, as determined by the Youth Fair, it is agreed by Concessionaire that the Youth Fair may refuse to allow the Concessionaire to remove concession equipment/products from the fairgrounds of the Youth Fair, the Youth Fair reserving the right to such materials to satisfy Licensee’s indebtedness, together with any expenses pertinent thereto.

Indoor Exhibition Hall Exhibitors

- Remain open until 11:30 p.m. on Sunday, April 8, 2018.
- Commence tear down after buildings empty.
- After the sweep, all exit doors will be reopened for your convenience.
- Both halls will be locked at 2:00 a.m.
- Both halls will open again at 8:00 a.m. and all tear down must be completed by 5:00 p.m. on Monday, April 9, 2018.



REMEMBER

All vehicles, trailers, cars, trucks, stands, etc. must be off the fairgrounds by 5:00 p.m. on Wednesday, April 11th 2018 in order for our clean-up crews to meet their deadlines.



NOTE

You will be stopped should you attempt to remove any of the Youth Fair's property from the fairgrounds. Our security guards have been ordered to detain anyone involved in such deliberate action.

DATES TO REMEMBER

<p>Thursday February 8, 2018 3:00 p.m.</p>	<p>ADVISORY COMMITTEE MEETING <i>Florida State Fairgrounds</i> Open to members only</p>
<p>Wednesday March 14, 2018 9:00 a.m.</p>	<p>ALL GAME AND ATTRACTION OWNERS & OPERATORS <i>Carousel Room, R. Ray Goode Building</i></p>
<p>Wednesday March 14, 2018 11:00 a.m.</p>	<p>ALL FOOD, SERVICE AND OUTSIDE MERCHANDISE OWNERS & OPERATORS <i>Blue Ribbon Room, R. Ray Goode Building</i></p>
<p>Sunday April 1, 2018 4:00 p.m.</p>	<p>EASTER DAY PARADE <i>Fairgrounds</i></p>
<p>Monday April 2, 2018 10:00 a.m.</p>	<p>GOLF FUNDRAISER TOURNAMENT <i>Miccousukee Golf Course</i></p>
<p>Monday April 2, 2018 7:00 p.m.</p>	<p>SURF/TURF FUNDRAISER FEST <i>Netterfield's Food Court</i></p>
<p>Thursday April 5, 2018 4:00 p.m.</p>	<p>ADVISORY COMMITTEE MEETING <i>Arnold Hall Board Room</i> Open to members only</p>

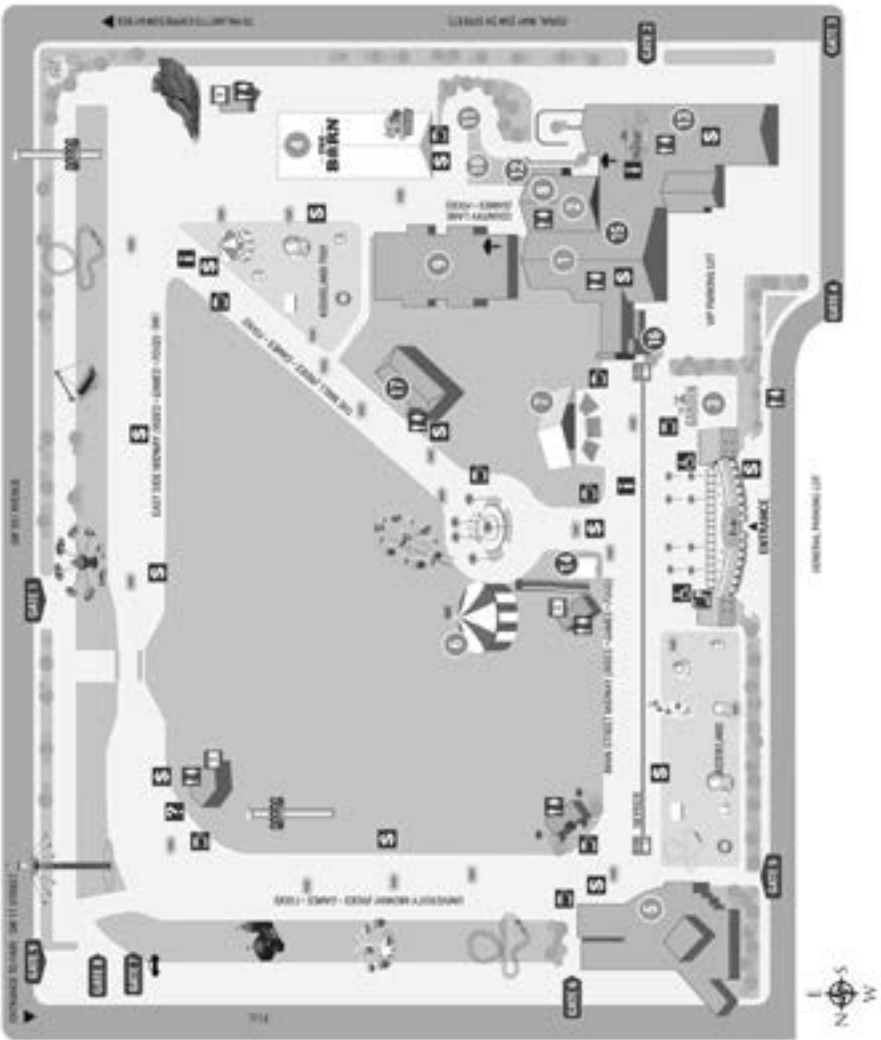
LOCATION CODE INDEX

The code index for all locations on the fairgrounds is as follows:

100 to 199	Main Gate and Sponsorville located around the Fountain
200 to 299	Mall & KiddieLand Too!
300 to 399	Main Street, THE GARDEN, & KiddieLand
400 to 499	University Midway (North)
500 to 599	East Side Midway
8000 to 8999	Country Lane (south end of East Side Midway west to THE BARN & E. Darwin Fuchs Pavilion)
9000 to 9999	The Terraces (west of THE BARN)
700 to 899	The Marketplace in Edwards Hall
900 to 999	The Marketplace in Arnold Hall

MAP

FAIRGROUNDS MAP



AGRICULTURAL CONFESSIONS EXHIBITS

- 1 Animal Hall
- 2 Rodeo Exhibitors
- 3 The Gardens
- 4 The Barn
- 5 Performing Arts Center

ENTERTAINMENT EXHIBITS

- 6 Royal Northwest Casino
- 7 Main Street Stage
- 8 Community Stage
- 9 E. Cowan Tackle Products - Jax Shooting Range
- 10 Pig Races
- 11 Petting Zoo & Pony Rides

INDUSTRIAL/COMMERCIAL EXHIBITS

- 12 The Food Exhibitors
- 13 The Marketplace

CONC

- 14 Ticket Redemption Tent
- 15 Free Egg-Coffee
- 16 Executive Offices
- 17 & Toy Outside Building

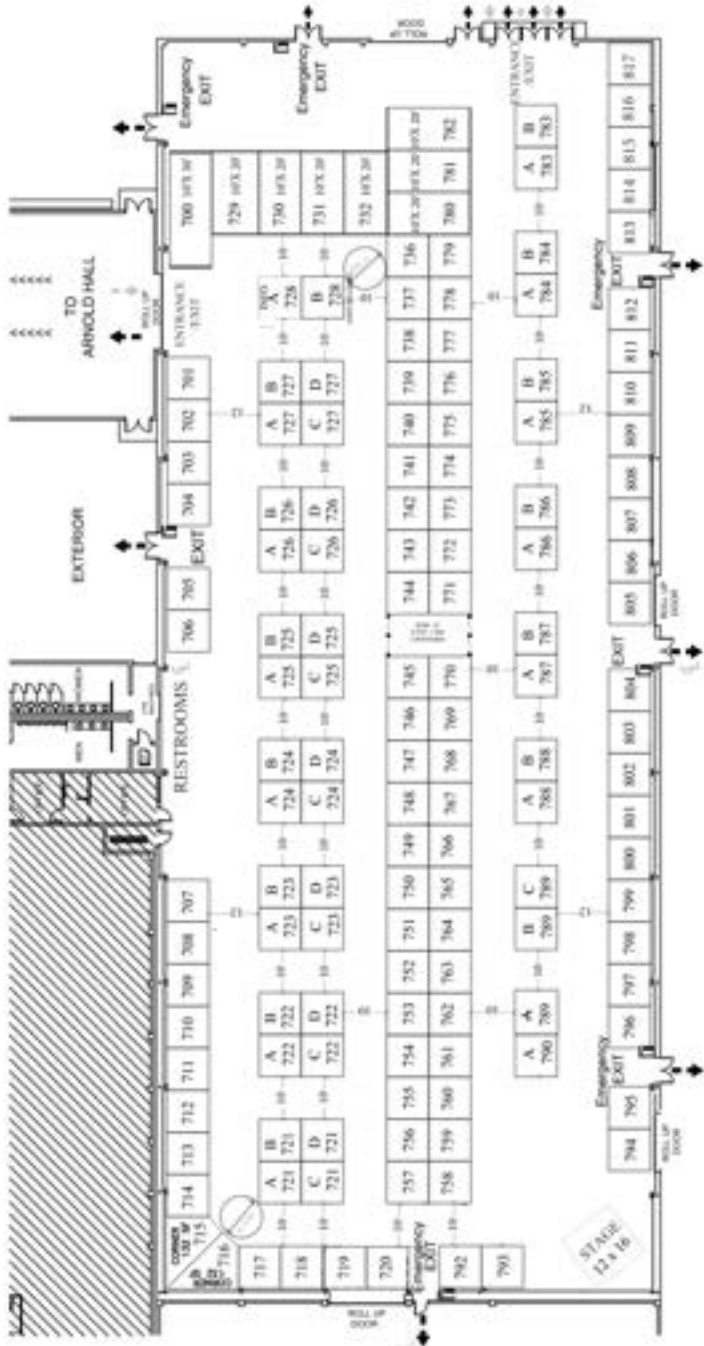
MAP KEY

- Ticket Booths
- First Aid
- Soda/Water Machine
- ATM
- Restrooms
- Information/Event Schedule
- Strollers & Wheelchairs
- Lost & Found
- Umbrella/Towel Rack
- Pick Up & Drop Off Zone
- Severe Weather Shelter

EDWARDS HALL MAP



MIAMI-DADE COUNTY
 YOUTH FAIR & EXPOSITION
 MARCH 15- APRIL 8, 2018
 Except March 19-20 & April 2-3



GENERAL INFORMATION

Advisory Committee

This is to inform all concessionaires that we have appointed an ADVISORY COMMITTEE representing all segments of the concession business generated on the fairgrounds. They are as follows:

Candy Anderson

(813) 240-8788
canders2tampabay.rr.com

John Anderson

(561) 310-2069
janderson@namidway.com

Beth Gray

(352) 895-9480
bgray@namidway.com

Jeff Jackson

(228) 282-5612
nickedjeff@wicked wantdshirt

Nicolas Konkey

(847) 514-0482
nicholasweighmore@yahoo.com

Paul Lombard

(352) 362-1458
paullombard760@aol.com

The McGrath's

Kevin (239) 872-2798
Kevin II (321) 689-9356
Mike (239) 872-1838
sailcat53@aol.com

Chrissy Palmer

(813) 545-7613
cpalmer@alessibakeries.com

Dave Potopas

(407) 492-4573
moni305@aol.com

Nick Strates

(301) 370-5820
demetrisgreekfoods@yahoo.com

The purpose of this committee is to set up a network of communication, not only during the Youth Fair, but throughout the year to keep us updated on issues that might affect our industry. The committee meets once in February and again during the Youth Fair.

Please feel free to contact the above members and/or the Concessions Department regarding any of your concerns affecting your business operation.

ATM Machines

For any fairgoers needing cash (or you and your personnel), there will be ATMs open 24 hours a day on the fairgrounds in the following locations:

- Outside the Front Entrance of the Fairgrounds
- Inside the Front Entrance of the Fairgrounds (6 ATMs at this location).
- At the north end of Main Street across from Kiddieland
- Near the restroom on the Northeast corner of the Fairgrounds.
- On University Drive
- Near the restroom on the Northwest corner of the Fairgrounds.
- On the East Midway on the south side of the bridge.
- Across from THE BARN on Country Lane
- At the front of the R. Ray Goode Building on the Mall.
- At the east end of the Mall near the Guest Relations Booth.
- Inside Arnold Hall, near restrooms.
- Inside Edwards Hall, near restrooms.

(The locations of these ATM machines are indicated on the map on Page 14 of this manual.) If you observe any difficulty with an ATM machine, please report the experience to the Fair switchboard at (305) 223-7060.

Communication System

We will have a text messaging system in-place for our 2018 Fair in March. This will allow the Fair to communicate important information to key members of the Fair, as well as concessionaires and other key external on-grounds vendors, contractors, show producers, etc. Items such as possible incoming severe weather, hourly turnstile counts, traffic and closing times will be communicated through this system. We will give you the appropriate texting information upon your arrival to allow you to participate in this communication system.



Contracts and Forms: How to Fill Out

PLEASE READ CAREFULLY

Enclosed you will find one contract for each location you have at the Youth Fair. Please note that all service charges pertaining to each location are reflected on the Official Invoice/Receipt.

The Official Invoice/Receipt reflects the vendor charges (separate charges not pertaining to a particular location) such as performance bond, insurance, rental of living quarters, and charges for stock truck and ancillary equipment electric. Following these charges on the invoice, you will find the individual location charges.

The rental fee, service charges (electric and sewage), utility assessment and coupon fees have been computed and are printed on the Official Invoice/Receipt. These charges include the additional electrical service you may have needed during the past Fair (see Connection Fee on the following page). If there are any changes to the size of trailer or equipment please make the necessary corrections on the appropriate forms. Be certain to complete the section describing your equipment.

Please return your signed contract(s) and related exhibits to us by the required due date, together with the amount indicated on your Official Invoice and Receipt. We accept cash, personal checks, money orders and cashier's checks. After March 1st we will accept cash, money orders and cashier's checks only. Acceptance of the contract shall not occur until payment has been received along with all completed and fully executed exhibits and a review has been conducted of the License by the Concessions Director, as well as being signed by the Concessions Director. The deadline for return of the License, payment and exhibits is as follows:



**Refer to your Official Invoice for the
Deadline For Return of License,
Payment and Exhibits**

**Balance Due-Refer to your Statement of
Account for Balance Due Date**

Deliveries

Deliveries (except for ice) will be allowed prior to opening of each day of the Fair only. UPS and Federal Express deliveries may be picked up at the receiving station on the south side of the Coke compound. It will open beginning on Monday, March 5th, 2018 from 9:00 a.m. to 5:00 p.m. Please observe posted hours.

All identification on pre-paid deliveries to you at the Youth Fair must contain the name of the PERSON SIGNING THE CONCESSION CONTRACT. Otherwise, with just a company name or merchandise description on the outside, delivery to the correct destination may be delayed or impossible. Personnel picking up packages must have proper photo ID and will be asked to sign for parcels picked up.

NO C.O.D. deliveries will be accepted by the Youth Fair unless previous arrangements have been made at the UPS pick-up area.

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Electrical Service

You must let us know your maximum requirements for electricity, and they must appear on the appropriate forms. Otherwise, you may be charged a **Connection Fee of \$50.00** if you require additional electric upon arrival.

Please make sure that all the wiring for your equipment (stands, living quarters, stock trucks and ancillary equipment) is in good condition, ready for hookup and complies with current electrical codes.

ALL outdoor center locations have individual plug-in installations requiring a 20 foot lead wire. All center locations will require a male E-1016 cam-lok. The electric department will have these cam-loks in stock to facilitate your connection.

Lineup outdoor locations also have individual plug-in installations requiring a sufficient lead wire (100 feet suggested).

Any florescent lights exposed to the public need to be in tubes. Tubes should have rubber ends.

All hookups need to be done by Youth Fair electricians on our fairgrounds. Please ***DO NOT*** take off the front doors of the red electric boxes. It is dangerous and creates a safety hazard.

Any violation of our electric policy will result in a fine of \$500 and possible removal from our fairgrounds.

2018 ENTERTAINMENT

Easter Day Parade
Dance of Ethiopians - NEW
Walking Tree of Life - NEW
Kazual - NEW
Carnival On Ice
Robocars
The Royal Hanneford Circus
Sand Sculpture
Fritters
Tadpole & Katie The Clowns
Light Up The Night Robots
Show-Me Safari Petting Zoo & Pig Races
Howdy's Barnyard
and MUCH MORE!

2018 CONCERT LINEUP

MARCH 17
Clash of the Decades

MARCH 23
Teen Concert

MARCH 24
Christian Concert

MARCH 30
Battle of the DJs

MARCH 31
Latin Concert

APRIL 7
Latin Concert

**For schedule of events and talent lineup visit www.fairexpo.com*

Youth Fair Polo Shirts with Logo

The official Youth Fair shirt is a standard polo style shirt with collar and has the Youth Fair logo silk-screened on the front. If you wish to order your polo shirts prior to fair time, please contact the Executive Administrative Assistant at (786) 315-5111.

Field Trips

NEW! In order to promote our Field Trip days we will be requiring a minimum of a discount of 20% on your main item. This will be required by all ride, game, food, attraction, service and merchandise operators who open for field trips.

Friday, March 16

Student Field Trip 9:00 a.m. to 1:00 p.m.

- **ELEMENTARY SCHOOL (GRADES 3-5).** Public and private school students admitted free to the Youth Fair.
- Approximately 7,200 chaperoned students will be attending. Entire Youth Fair is open except KiddieLand, KiddieLand Too! and the entertainment showplaces. Midway rides at discount prices but no UNLIMITED RIDE WRISTBANDS.
- Sponsors and Business Development Exhibitors in both Arnold & Edwards Halls should open or have their booths secured as this is business-as-usual with a shutdown period between 1 p.m. and the regular weekday opening hour of 3 p.m.

Wednesday, March 21

Student Field Trip 9:00 a.m. to 1:00 p.m.

- **MIDDLE SCHOOL (GRADES 6-7-8).** Students from public and private schools admitted free to the Youth Fair.
- Approximately 6,300 are expected. Entire Youth Fair is open except KiddieLand, KiddieLand Too! and entertainment showplaces. Midway rides at discount prices but no UNLIMITED RIDE WRISTBANDS.
- Sponsors and Business Development Exhibitors in both Arnold & Edwards Halls should open or have their booths secured as this is business-as-usual with a shutdown period between 1 p.m. and the regular weekday opening hour of 3 p.m.

Thursday, March 22

Student Field Trip 9:00 a.m. to 1:00 p.m.

- **MIDDLE SCHOOL (GRADES 6-7-8).** Students from public and private schools admitted free to the Youth Fair.
- Approximately 10,400 are expected. Entire Youth Fair is open except KiddieLand, KiddieLand Too! and entertainment showplaces. Midway rides

at discount prices but no UNLIMITED RIDE WRISTBANDS.

- Sponsors and Business Development Exhibitors in both Arnold & Edwards Halls should open or have their booths secured as this is business-as-usual with a shutdown period between 1 p.m. and the regular weekday opening hour of 3 p.m.

Wednesday, April 4

Student Field Trip 9:00 a.m. to 1:00 p.m.

- EXCEPTIONAL STUDENTS (ALL AGES) with disabilities including physical, mental, visual and audio.
- Approximately 8,700 are expected.
- Only KiddieLand, KiddieLand Too!, selected midways and selected midway rides (at reduced speeds) are in operation - all free. This is a highly anticipated event for these students and if you choose to offer a “*Special Student Discount*” it would be greatly appreciated.
- Sponsors and Business Development Exhibitors in both Arnold & Edwards Halls should open or have their booths secured as this is business-as-usual with a shutdown period between 1 p.m. and the regular weekday opening hour of 3 p.m.

Thursday, April 5

Student Field Trip 9:00 a.m. to 1:00 p.m.

- PRESCHOOL, KINDERGARTEN AND ELEMENTARY (GRADES 1-2). Public and private school students admitted free to the Youth Fair.
- Approximately 5,500 chaperoned students will be attending. Only KiddieLand, KiddieLand Too!, selected midways, and certain midway rides will be running (at discount prices) but no UNLIMITED RIDE WRISTBANDS.
- Sponsors and Business Development Exhibitors in both Arnold & Edwards Halls should open or have their booths secured as this is business-as-usual with a shutdown period between 1 p.m. and the regular weekday opening hour of 3 p.m.

Inclement Weather

For your safety during inclement weather please go to the E. Darwin Fuchs Building. Should there be periods of rain, all outside stands and booths may cover up to protect merchandise. Once the rain stops you will need to immediately remove the covers and re-open for business for the remainder of the day.

Late Registration

Those concessionaires with living quarters checking in the day before the Fair opens will be required to park outside the fairgrounds and have the guard gate call the Concessions Office for access to get credentials.

Lost Children/Lost & Found

There is an office on the north side of the main gate building to handle lost and found articles as well as lost children. Please be very patient...remember how upsetting this situation is both to children and parents. Don't hesitate to contact security if necessary.

Mail

Incoming mail may be picked up at the Reception Area in the Concessions Office in Arnold Hall. Packages however, are delivered to a special receiving station on the south side of the Coke Compound (where UPS is) and may be picked up there.

There are no out-going mail services available at this time on the fairgrounds. Such activity must be conducted by you at a local post office. You may drop off stamped letters for pickup at the switchboard area in the main reception lobby in Arnold Hall (no packages please!).

Passes

Living Quarters

If you have reserved and paid for living quarters space, be sure to check in at Service Gate #8. All other passes/credentials should be picked up at the Concessions Office. Tents are not allowed in Living Quarters. Stock trucks are not allowed in living quarters unless they house living quarters.

You will be measured at the living quarter check-in trailer from bumper to bumper for the length of your living quarters, sign off on the measurement and be issued a permit. Security guards will be directing traffic and helping you park.

You will be required to pay for any living quarters that you order. Therefore only order only what you will require for you and your employees. **No refunds will be issued after 45 days prior to the Fair .**



Parking

All trucks/trailers/vehicles parked **anywhere** on the fairgrounds **must** be registered and must have an authorized vehicle decal pass displayed on the vehicle. Unauthorized vehicles will be towed from the fairgrounds and impounded.

In order to prevent parking problems, **you must park within the marked area designated on your vehicle parking pass, not on the pavement!** Your vehicle parking passes may be picked up at the Concessions Office in Arnold Hall.

Parking behind Edwards Hall is limited and authorized by special decal only. Unauthorized vehicles without a proper decal specifically for Edwards Hall will be towed to a remote lot **at the owner's expense**.

Each registered **paid** concessionaire will be authorized one vehicle parking permit at no charge. As concessionaire parking is limited, no additional vehicle parking permits will be available. Additional vehicles may be parked in Lot 8.

Trailers or vehicles (other than living quarters) with electrical appliances such as refrigerators or freezers will be parked in special areas where electrical service has been provided. These spaces will be as assigned by the Outdoor Location Coordinators. A pass decal must be displayed on the vehicle and/or trailer at all times.

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Pricing

It is mandatory that prices for all products including food, drink and merchandise be posted. **We ask that all food, game, attraction and service vendor's prices be inclusive of sales tax and show the number of Magic Money Credits required for each purchase. For merchandise vendors only**, if your price does not include tax, please display signs indicating **"Plus Tax"** visible from all selling sides of your stand/booth.

All signs must be neatly printed and displayed in a conspicuous place. Pencil, crayon or marker on cardboard are not acceptable.

The designated price of your product or service should be the same as stated on the approved Food and Beverage Price Schedule Form. Note that one Magic Money Credit is equal to \$1. Any change in price will be considered a violation of the License.

If you have a **"No Refund"** or similar policy on exchanges, make sure you have unobstructed signs that are visible from all selling sides of your booth/stand stating your policy regarding refunds/exchanges.

Summary of Major Promotions/Event

Opening Day – March 15

\$7.00 Admission All Day
FREE Admission for All Active Duty and Retired Military and
First Responders

Miami-Dade County Students / Kindergarten thru Grade 12

FREE Admission with Ticket
Valid Mondays through Fridays, All Day

Guests 5 Years of Age and Under Receive FREE Admission All Day, Every Day

Guests 65 Years of Age & Better Receive FREE Admission All Day, Every Day

\$7 OFF Admission Before 6:00 p.m.

Mondays through Thursdays (Coupon Required). Not valid on Opening Day

Purchase at Sedano's and Save!!!

\$12.00 Admission All Day
\$30.00 Unlimited Rides Card All Day Everyday!
\$40.00 Admission and Unlimited Rides All Day Everyday!

Super Saver Unlimited Ride Cards

\$30.00 for Unlimited Midway Rides
Mondays through Thursdays, All Day

Super Saver Weekend Unlimited Ride Cards

\$37.00 for Unlimited Midway Rides
Fridays, Saturdays & Sundays, All Day

Active Duty and Retired Military and First Responders
FREE Admission Every Wednesday

2018 Fairground Prices

General Admission: \$14.00

Single Magic Money Credit for Rides/Games/Food: \$1.00

General Parking: \$10

Preferred Parking: Varies

2018 General Public Operating Schedule

March 15, 16, 21, 22, April 4, 5, 6 ----- Open 3:00 p.m.

March 17, 18 & March 23 through April 1 & April 7, 8----- Open 12:00 noon

March 19, 20 April 2, 3-----CLOSED

School Field Trip Days

March 16, 21,22, April 4 & 5

Fairgrounds Not Open to the General Public

FREE Admission

Fairgrounds Open to School Students, Faculty, Staff & Chaperones Only

9:00 a.m. until 1:00 p.m.

**The Miami-Dade County Schools
will have a Teacher Planning Day,
Friday, March 23
and be on**

**Spring Break from
Monday, March 26 through Friday, March 30**

Promotional offers and operating times are subject to change without notice. Offers cannot be combined with any other discounts or promotional offers. For more information regarding 2018 Youth Fair and its promotional offers, special events and concerts visit www.fairexpo.com.

Strollers and Wheelchairs

Daily rentals are available on both sides of the front entrance at the following prices:

Strollers.....	\$10.00
Wheelchairs	\$15.00
Wagons.....	\$15.00
Electric Wheelchairs	\$50.00

Telephone Lines

DSL Service is not available on the fairgrounds.

The procedure for ordering a private telephone line installation is to complete the Telephone Request Form and return it to the Concession's Office.

WiFi Service

Wi-Fi access is available in Arnold and Edwards Hall. The Wi-Fi network may be visible in other areas of the fairgrounds, but it is only being supported in Arnold and Edwards at this time. Wi-Fi access will be charged at \$30 for 30 days or \$10 per day (which ever the vendor chooses).

To sign up for Wi-Fi Service:

- On the device, connect to the SSID/Network: Fair Vendors
- A browser window should open up automatically. From there, follow the directions to create an account, enter credit card information, and select the plan wanted.
- When asked to sign in, use the username and password that were created in the previous step.

If there are questions or concerns, please email dolday@fairexpo.com with your question and contact information and you will receive a response as soon as possible.



Accounting Procedures for Food, Service and Attraction Concessionaires

All food, service and attraction exhibitors agree to pay the agreed upon percentage of their daily gross sales or the guarantee amount as stated on their agreement, whichever is greater, in addition to any other amount indicated in the Agreement. "Gross Sales" means the total amount of all revenue received from the sale of food and drink products, services and attractions.

Exhibitor agrees that the Fair may, from time to time, and at any time, audit the operation of the Exhibitor, including all cash receipts, debit/credit receipts and Fair food vouchers, for purposes of confirming the accuracy of all reports of gross sales as required under the Agreement. All sales reports and payments must be made by the Exhibitor, prior to the opening of that exhibit or concession on the next day. Failure to comply with these financial reporting procedures will be considered a violation of the License Agreement. Upon being advised of a violation, Fair management will be called upon to review the problem and resolve the matter. Violations will be taken into consideration when issuing contracts for the following year, or may result in immediate cessation of the right and privilege to do business with the Fair.

Cash Registers/ Point of Sale devices:

All food exhibitors must supply and use a Fair approved cash register or (point of sale device) accounting system to record all sales transactions, including cash, debit/credit and Fair food vouchers. So that accurate records can be kept, each cash register must be capable of the following:

- 1) Dual Tape/Readable Tape (customer must be given a receipt)
- 2) Display viewable by the customer (pivot display suggested)
- 3) Continuous Grand Total
- 4) Cumulative "Z" Counter
- 5) "X" Readings
- 6) 30-Day Back Up Battery
- 7) "Current" Printed Date and Time on Detail Tape
- 8) Key Protector
- 9) Cash Drawer must be linked to the register and automatically open and close with each transaction
- 10) Price Look Up (PLU) or Preset Keys for each product sold

Each Point of Sale system must be able to furnish the following:

- 1) A receipt for every transaction
- 2) Daily Summary Report
- 3) The daily sales summary must be segregated by cash sales, credit card sales, and magic money sales.
- 4) Cumulative summary report
- 5) Produce daily journal upon request
- 6) Cash Drawer must be linked to the register and automatically open and close with each transaction
- 7) Preset keys for every item
- 8) Forward facing customer display

Daily Sales Reports:

Under the License Agreement, you are required to maintain a daily record of all gross receipts derived from your operation. This record is to be available to the Fair at any time during the Fair. Daily sales report forms will be provided at check-in. Daily "Z" reports will be required that give a breakdown and accounting of all sales activity for each day. Please check the status of the receipt and journal tapes prior to a "Z" out to make sure you do not lose any daily sales information due to lack of register tape. Attach the "Z" tape to the daily sales report so the Fair staff can double-check your figures. The previous day's daily sales report together with an approved "Z" tape report and daily journal must be turned into the Concessions Auditor located in the Audit office, between 9:00 AM and 12:00 noon daily. Only complete daily sales reports will be accepted. Please allow enough time so that any questions concerning sales sheets or other issues can be addressed.. We will maintain a continuous running total of your sales. A copy of which will be available upon request from the Auditors office.

Register Tagging

Auditors will check each stand/booth to record the model numbers and serial numbers for all cash registers, including backup registers. This procedure will help eliminate any confusion for vendors with multiple stands and more than one register in any stand. Once it is approved for use, each register will get its own register tag. Please be aware that registers cannot be used for sales until they have been tagged and the information has been recorded. The Audit team will set up an appointment with you to tag your registers once you are set up and ready.

Register Tapes

Under the License Agreement, all cash register tapes, documenting your sales are to be turned over to the Fair daily. For the purpose of maintaining an accurate audit trail, all cash register tapes need to be identified by the Fair register tag number, name of exhibit/stand, contract number and date. All tapes need to be clear and legible. No faded tape register receipts will be allowed so be sure to have a backup inking system available.

Receipts

All Exhibitors/Vendors on percentage sales, who are required to utilize a cash register as described above, MUST issue a sales receipt to the customer for each sales transaction. The receipt must be handed to the customer after every transaction, this includes credit cards. This procedure is not optional and Exhibitors/Vendors should not ask the customer if they want the option of receiving a receipt. Failure to issue receipts may result in the exhibitor/vendor being required to issue a refund for the transaction for which the receipt was not issued.

Register Operation

Exhibitors/Vendors must program their cash registers with either PLUs or programmable keys for each product on their menu. Entering amounts that are not attached to a programmed product is not permitted. Register keys may not be left in the register or in the drawer of the register and must only be accessible by a manager. The “no sale” key must be active and recorded to the “Z” report. Registers that do not record “no sale” transactions will not be approved.

Animals

We recognize that many people travel with their pets and are unable to have them placed in a kennel. We are also extremely concerned about the safety of those who work at or attend the Fair. It therefore becomes necessary to establish the following guidelines:

- Dogs must be on leash at all times - Miami-Dade County Ord. #5-6A. (minimum fine \$150)
- Dogs shall not be tied up or left unattended.
- Dogs must be kept in your living quarters or in a secured pen adjacent to your mobile home.
- When walking your dog on a leash, pick up after your dog and place in a trash receptacle.

The Youth Fair assumes no liability for any injury or damage caused by your pet.

Individuals in violation of this policy are subject to a minimum fine of \$150 and/or removal of animal.

Background Checks/Immigrant Status

All concessionaires and their employees are required to have National background checks annually from two independent data sources, plus a check of the National Sex Offender Public Registry, as well as proof of legal immigrant status. You will be required to submit to The Fair a Compliance Statement certifying the fulfillment of these requirements. Documentation explaining how you can comply with these requirements will be provided with your contract documents.

Business Exhibitors/Edwards & Arnold Hall

Backgrounds may extend out from the booth back line no more than 4 feet (Edwards), 5 feet (Arnold) on each side. From that point to the aisle no partitions, etc., may extend above 48" in height.

Exhibitor must finish the back of these (4' or 5') extended portions of the exhibit so that these exposed areas will not be objectionable to adjacent exhibitors. No built-up exhibits or other construction shall exceed 8 feet in background height, including company name or other advertising.

In Arnold Hall there will be partitions from the back wall to the front 4' high x 10' deep. No exhibits and/or signage may be displayed above store fronts.

The aisles must be kept clear of any and all obstructions at all times. You may not deface the Fair's property by hanging merchandise or displays.

Specific Rules for Arnold Hall and Edwards Hall

The following rules must be strictly adhered to for safety and security purposes, while also keeping in mind our “good neighbor” policy, since we wish to accommodate all of our concessionaires and make this area “livable” for 18 days!

1. All electrical panels and fire alarm boxes must remain visible and easily accessible at all times. No merchandise may be displayed on them or obstruct access to them. You must work around this equipment as it is installed for your safety and security.
2. No electrical appliances such as coffee pots, refrigerators and microwaves, can be used in your booth unless they are essential to the merchandise you are selling.
3. No screws, nails or staples can be used on our walls or booth dividers. Our staff will be glad to advise you if you need help displaying your merchandise.
4. We are able to provide 110 volt electrical service for each exhibit space as needed. Additional outlets or 220 volts for operation of special equipment must be ordered in advance by completing the Electrical Hook-Up Contract and returning it with the contract. Failure to comply will result in sufficient electric not being available in the location at Fair time.
5. No vehicles will be permitted in the buildings to unload merchandise after Tuesday, March 13th.
6. All backgrounds and side dividers must be so designed that any part exposed to view, inside, outside or from the rear, must have a finished appearance. Dimensions vary according to location and building (see preceding page).
7. Lights displayed on the front of each booth are restricted to two (2) only to extend past the four foot line, one on each side, on no more than 2” diameter poles.
8. No vehicles will be allowed to park on the South side of Edwards Hall after Tuesday, March 13th, unless they have Edwards Hall parking decals on them. The decals will be issued from the Concessions Office. All other vehicles will be towed away, even if they have decals corresponding to other areas within the fairgrounds.

9. All table skirting and coverings must be wrinkle free and of good quality. All stored stock must be out of the public view, It should be covered and stored under display. No cardboard boxes should be visible to the public. All products, materials and manpower related to the operation of the booth must be contained within its interior wall at all times.

10. The selling of products and/or distribution of materials must be done from the inside of the assigned booth only. The booth must be open and manned during building hours. Please advise all employees of these times which are located in the front of this manual. There will be warning slips issued for booths opening late and closing early. Remember, the fairgoers are entitled to a complete show once they pay admission and enter the fairgrounds.

11. Booth number cards will be placed in a conspicuous location by a Miami-Dade County Fair & Exposition, Inc. staff member. Any change in the location of the booth number card must be approved by the Miami-Dade County Fair & Exposition, Inc. Emergencies, deliveries of messages and merchandise sometimes require swift location of your booth.

12. Security personnel will be in the buildings at all times, but exhibitors are directly and ultimately responsible for their exhibits and merchandise.

Code of Conduct for Vendors and Contractors

Introduction

It is the policy of Miami-Dade County Fair & Exposition, Inc. (“The Youth Fair”) that the conduct of employees and others who do business with or on behalf of The Youth Fair shall be based upon the highest ethical standards and in compliance with the law. This Code of Conduct for Vendors (“Contractor Code”) covers a wide range of business practices and procedures that may be relevant to vendors and contractors. It does not cover every issue that may arise, but it sets out basic principles to guide vendors and contractors in their dealings related to The Youth Fair.

The Youth Fair is committed to being a responsible corporate citizen. This Contractor Code is an integral part of that commitment. We expect our Vendors and contractors to comply with both the letter and spirit of the Contractor Code and to avoid even the appearance of improper behavior.

Anyone who violates the standards in this Contractor Code will jeopardize their relationship with The Youth Fair, including possible termination of the relationship. If you become aware of a situation that you believe may violate this Contractor Code, you should report your concerns immediately in accordance with the procedures described in Section 2 of this Contractor Code. No adverse action will be taken against anyone for making a complaint or disclosing information in good faith, and any retaliation against a person who in good faith reports any violation or suspected violation of the Contractor Code will be subject to disciplinary action.

1. Compliance with Laws, Rules, and Regulations

Complying with legal obligations, both in letter and in spirit, is the foundation on which The Youth Fair's ethical standards are built. All vendors and contractors acting on behalf of The Youth Fair must respect and obey applicable federal, state, and local laws. Although not everyone is expected to know the details of all applicable laws, it is important to know enough to determine when to seek advice from the appropriate Youth Fair personnel.

2. Reporting Procedures

The Youth Fair vendors and contractors have the responsibility to report violations of this Contractor Code or other conduct relating to The Youth Fair's business that they suspect may be unethical or in violation of the law. To report a suspected violation or when in doubt about the best course of action in a particular situation:

- Talk to your contact at The Youth Fair.
- Talk to The Youth Fair's Director of Administration & Compliance whose contact information is found on The Youth Fair's website.
- Talk to the Youth Fair's Chairman of the Board of Directors.

3. Fair Treatment and Mutual Respect

The Youth Fair policies are designed to ensure that all employees, vendors and contractors are treated fairly and with respect, by The Youth Fair and each other. We are firmly committed to providing equal opportunity in all aspects of employment and a workplace free of discrimination or harassment based on sex, race, color, age, religion, national origin, physical or mental disability, protected Veteran status, sexual orientation, gender identity or any other characteristic protected by law. This includes providing reasonable accommodation for disabilities or religious beliefs or practices. Similarly, all guests of The Youth Fair must be treated fairly and with respect and The Youth Fair does not permit discrimination or harassment of its guests, particularly when based upon any legally protected characteristic.

4. Workplace Safety and Security and Protection of the Environment

The Youth Fair strives to provide a safe and healthy work environment. Vendors and contractors working on Youth Fair property have responsibility for maintaining a safe and healthy workplace by following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions. If you become aware of any threat to safety, report it immediately.

Violence and threatening behavior are not permitted. Any acts or threats of violence should be reported immediately.

Vendors and contractors are required to report to work in condition to perform their duties, free from the influence of drugs and alcohol. The use, possession, or distribution of illegal or unauthorized drugs or alcohol on Youth Fair time or on Youth Fair property will not be tolerated.

The Youth Fair is committed to safeguarding the environment and conducting our business in a manner designed to comply with all applicable environmental laws and regulations, and applying responsible standards where such laws or regulations do not exist.

5. Public Disclosures

Vendors and Contractors may not speak on behalf of The Youth Fair in any form unless properly and specifically authorized in accordance with Youth Fair policy.

6. Protection and Proper Use of Youth Fair Assets

The Youth Fair assets should be used only for the legitimate business purposes of The Youth Fair. Vendors and contractors should endeavor to protect Youth Fair assets and ensure their proper and efficient use. Protecting Youth Fair assets against loss, theft and misuse is everyone's responsibility. If you become aware of theft or misuse of Youth Fair assets, immediately report the matter to The Youth Fair as described in Section 2 of this Contractor Code.

7. Conflicts of Interest

Business decisions must be based solely on what is best for The Youth Fair and not improperly influenced by personal or family interests. Contractors dealing with vendors on behalf of The Youth Fair are expected to avoid conflicts of interest that could be detrimental to The Youth Fair. In addition, vendors and contractors are expected to respect The Youth Fair's conflicts of interest policy with respect to their dealings with Youth Fair employees, so that Youth Fair employees can remain in compliance.

A “conflict of interest” exists when a person’s private interests interferes in any way with the interests of The Youth Fair or makes it difficult for a person to perform his or her work at the The Youth Fair objectively and efficiently. Conflicts of interest may also arise when an employee or contractor, or a member of his or her family or household, receives improper personal benefits as a result of his or her position or relationship with The Youth Fair.

Conflicts of interest by Youth Fair employees are prohibited as a matter of company policy, unless disclosed and approved in accordance with the employee handbook. Similarly, contractors dealing with a vendor on behalf of The Youth Fair must disclose potential conflicts with that vendor to the Youth Fair contact, so that arrangements can be made to avoid the conflicts.

In addition, employees and contractors may not solicit, accept or retain any gift, entertainment, trip, loan, discount, guarantee or an obligation, service, or other benefit from any organization or person doing (or seeking to do) business with the Youth Fair, other than: (i) modest, non-cash gifts or entertainment as part of normal business courtesy and hospitality that would not influence or reasonably appear to influence an officer or employee to act in a manner not in the best interest of The Youth Fair, or (ii) a nominal benefit that has been disclosed and approved by The Youth Fair.

8. Dress Code and Appearance

The Youth Fair’s activities and operations are intended for the enjoyment of the general public, and particularly families. To ensure the quality of a family atmosphere, all contractors and vendors are expected to adhere to a dress code policy that provides for no apparel with any display of profanity and no apparel or accessories intended to provoke, offend, or intimidate others. The Youth Fair requires that all contractors and vendors enforce a policy that recognizes that all of their employees and agents represent The Youth Fair and are therefore expected to adhere to standards acceptable for family-friendly entertainment.

Drawings

All drawings are subject to the Miami-Dade County Fair & Exposition, Inc. Rules and Regulations, as well as all applicable federal, state and local laws.

Employees

Appearance

It is your responsibility to assure your concession stand is clean, attractive and tidy at all times. If you have been given more footage for tables for your guests, it is your responsibility to keep the tables clean and the trash picked up. Debris must be removed from inside and around your concession and placed in dumpsters. This must be done continuously during the day but particularly before going home at the end of each day's business.

All food concession personnel should wear clean and neat uniforms and aprons at all times. If they do not have uniforms, they may purchase Youth Fair polo shirts as described on page 19 of this manual. All non-food concession personnel need not wear uniforms, but must be clean and neat at all times. It is suggested that identifiable Youth Fair polo shirts be worn by non-food concession personnel also.

The public's perception is that employees playing games are practicing and better able to compete. Therefore employees are asked to cover or remove their uniform shirts when playing games while on break or not scheduled to work.

Behavior

It is of utmost importance that our rapport with our guests be a positive experience for all. There are two very simple guidelines for you and your employees as individuals dealing with our guests to follow. All personnel need to have a clean and neat personal appearance and always be pleasant to our guests.

Illegal substances shall not be allowed on the fairgrounds at any time. Any person in possession of alcoholic beverages during Fair hours of operation, or any person in possession of illegal substances at any time, will be immediately removed from the fairgrounds. Licensees will ensure that their agents, employees or operators not harass, grab, or physically restrain any fair patron; nor will any agent, employee or operator use foul language when addressing fair patrons.

Drug-Free Workplace

In a commitment to safeguard the health of our employees and to provide a safe environment for everyone, the Youth Fair has established a DRUG-FREE WORKPLACE policy. Our policy now formally states that substance abuse will not be tolerated on the fairgrounds, including the parking lots. This prohibition includes the possession, use or sale of illegal drugs or being under the influence of alcohol.

Any person in possession of or under the influence of alcohol or illegal drugs will be immediately removed from the fairgrounds. It is important that all of us work together to deal with substance abuse to make this a safer and even more rewarding place to work.

Temporary Help

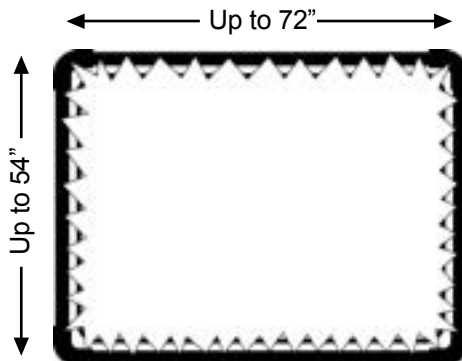
The policy of the State of Florida Department of Labor and the Youth Fair is to provide safe working conditions and to *never pay below minimum wage* to any temporary help. It is your responsibility to comply with The State of Florida and the Federal Fair Labor Standards Act (FLSA). For further information you may call (800) 226-2536.

Vendors seeking temporary employees to work during the Fair need to furnish their name and contact information. The Fair will forward your contact information to anyone inquiring regarding employment opportunities. It is your responsibility to make arrangements to meet with potential employees outside the front gate. Potential employees will not be allowed on our fairgrounds. Should you decide to hire an individual you can escort them with an Authorization for Photo ID to the Photo ID Office at the front gate to obtain their Photo ID. **No one will be allowed to enter the fairgrounds without a Photo ID.**

Fencing/Barricades

Concessionaires who have outside locations are required to landscape or fence openings between locations to be aesthetically pleasing to our guests and to keep our guests from cutting through or going behind the booths.

For ALL line up locations fencing between stands should be 6 feet in height. **For ALL center locations** the fencing may extend no further than 6 feet behind your stand and be no more than 54 inches in height. Accordingly, all material or equipment in storage should be no more than a total of 54 inches in height. If your fence or barrier is less than 54 inches, the material stored within this area may not exceed the height of the fence or barrier.



Food

ADA Compliance

Concessionaire warrants its stand and dining locations are ADA compliant.

Concession Maintenance

The Fair goes to great effort and expense and takes great pride in operating a clean, litter-free fairground. **All concessionaires must place their trash in the dumpsters on the infield service roads.** Do not place trash in the trash cans. These are for our guests. Do not wash food containers directly onto the ground.

Empty product boxes must be broken down, removed and placed in the dumpsters on the infield service roads (not the trash cans).

Designated Bottler

All concessionaires selling soft drink products must stock and use the designated bottler's products only. **The designated bottler for 2018 is Coca Cola Company** Our rapport with Coca Cola Company (one of our major sponsors) is extremely important to the Youth Fair and to You as our concessionaire.



Pricing:

Souvenir Bottle:

buy 1 bottle	\$7.00
buy 2 or more bottles	\$6.00 each
souvenir refill (all)	\$4.00 each

24 ounce Coke cup	\$4.00
16 ounce Coke cup	\$3.00
20 ounce Coke Product bottle	\$3.00
20 ounce Dasani bottle	\$3.00

Coca Cola provides an enormous amount of advertising to assist in bringing guests to your window. **Purchase of all syrup, CO2, bottled water and cup products from Coca Cola Company is mandatory** to continue this support. Prices and cup sizes are listed above. Please note they may be subject to change.

Evaluation Reports

Our quality control inspectors evaluate and record the appearance and operation of concessions on a daily basis. These inspectors rate you on cleanliness, personal appearance, price compliance, quality of products, observance of Youth Fair rules, and the physical appearance of your operation. In addition to evaluating all food stands, indoor and outdoor, they will be advising violators of sub-standard practices.

A poor appearance or operation on a daily basis may result in the License being revoked and the concession being removed from the fairgrounds prior to the opening of the next day's Fair.

Grease Removal/Drain Lines

Specifically labeled grease and cooking oil disposal units are placed in convenient locations throughout the fairgrounds. These units must be used as designated. Grease barrels are not to be removed from pallets. Under no circumstances is grease, gray water or any solid waste material to be poured into rubbish barrels, dumpsters or drains. See Youth Fair Rules and Regulations concerning hazardous waste (exhibit to License Agreement).



Violators are subject to a \$2,000.00 fine for each infraction by the Youth Fair plus cleanup cost and fines by Miami-Dade County. Violators are subject to immediate removal from the fairgrounds..

All drain lines (gray water, sewage, etc.) shall be placed in sewer drains not in storm drains. This is for all personnel on the grounds: concessions, rides, living quarters, etc. **Drains are for RAIN WATER ONLY!!!** All drains will be marked with the following:

WARNING!

AREA UNDER SURVEILLANCE

ONLY RAIN GOES DOWN

OUR DRAIN!

VIOLATORS WILL BE FINED AND SUBJECT TO IMMEDIATE REMOVAL

Ice

Ice will be available to you on the fairgrounds beginning March 14th, one day prior to opening day, through Sunday, April 8, 2018.

Souvenir Bottles

In order to fill the demand for souvenir bottles for the upcoming Youth Fair, the Youth Fair Management will be responsible for the design, purchase and distribution of all bottles to the concessionaires. The Youth Fair 2018 souvenir cup will be the handled "Shield" bottle. It is stackable and comes in two colors: Viper Green and Phantom Purple with lid, handle and straw, packed 80 per case. We will be offering variable pricing this year...buy 1 souvenir cup for \$7.00...buy 2 or more souvenir cups for \$6.00 each.

For your convenience, an order form for souvenir bottles is included with your contract document package (food concessionaires only). Fill out and return your order form to us with your contracts so we can reserve your bottles for you. Do not send any payments with this order form. You will be required to pay for all bottles ordered when you arrive on the fairgrounds.

Please observe the proper procedure for drink refills:

- The customer holds the top and straw, and hands the container to the concessionaire.
- The concessionaire refills the container and hands it back to the customer.

The concessionaire must never use the customer's container to scoop ice; always use the ice scoop.



Games

The following rules pertain to game owners only. These rules are in addition to (not in lieu of) Chapter 616 of the Florida Statutes, administrative rules and all of the General Rules and Regulations which appear within this manual.

The Youth Fair allows games of skill only.

Books and Records

The Youth Fair, through its Concessions Department, reserves the absolute right to make such audits as may be deemed necessary to assure correct and accurate reporting, take meter readings, and request documents necessary to verify awarding of prizes. Concessionaire agrees to comply with random audit and meter reading procedures.

Magic Money

All games will accept Magic Money for payment to play the game. No cash will be accepted at any game. Payment will be in the form of a check and will be issued several times during the Fair. Your final check will be paid on the second day following the last day of the Fair.

Equipment

Sound levels must be controlled so as to not interfere with other concessions or become a nuisance to fair patrons. ***The maximum sound level allowed is 85 decibels.*** Failure to observe this measure will result in the revocation of privilege to play music.

Gun concessions must have two chains on guns so they cannot be turned around to point anywhere but the target area. Target area must have padding and soft backgrounds to prevent any pellets from ricocheting back at the customers, watchers or operators. Operators must be careful reloading to avoid pellet spills and keep the area in front of the concession clean to avoid slips and falls. And please...clean up your area before you leave the Fairgrounds.

Gun, plate and beer smash concessions: keep bystanders 8 feet or more back from target or backboard or behind the thrower. Warning signs should be posted.

Inspections

Concessionaire must have the game open and available for inspection at time designated by Youth Fair management, and any time thereafter throughout duration of the Youth Fair, to ascertain that our games of skill are not in violation of any local, state or federal laws.

Prizes

Prizes must be clearly marked with 2" lettering.

1st Win

2nd Win

3rd Win

4th Win

5th Win

If you choose to have different prizes for number of players playing then you need to clearly post the following in as many places as required to make it obvious to the guest what the rules are and what they will win.

Example:

1st Win (2 players)

2nd Win or 3 to 6 players

3rd Win or 7 to 14 players

4th Win or 15 or more players

No free games are allowed to be offered to any guest. Double prize buildup is prohibited. Each player must present the payment required to play each game prior to playing each game. Any game operator/agent or owner not having patron present the required payment to play the game before playing each game will result in Licensee Agreement being terminated and equipment removed. Trade ups are limited to four (five win total), one win per level, trading one prize in for next larger size.. Fifth win gets largest prize offered. Plush must be adequately displayed and marked with which prize goes with each win so that the player understands the rules and exchanges of smaller prizes for larger prizes.

In prize every time games, the payment required to play each game and instructions on how the prize is to be won must be clearly stated on the same sign. For example, receive this prize with 2 credits for game play even if you don't win. Display of plush on the outside perimeter (awnings) must be limited (to 2-tiers) so as to not obstruct the view of the game or the view from stand to stand. Prizes displayed in tubs or baskets must have signage affixed. The number of each size and type of prize awarded must be approximately 30% of gross sales. **All prizes dispensed must be approved by the Youth Fair Concessions Director.**

No novelty items are allowed in your stand.

Signage

Concessionaires must provide signs of a professional caliber, consisting of at least two contrasting colors (better contrast, more visibility), with printing legible from no less than 14 feet. All games need to clearly post the number of credits required to play the game using either a 12" diamond or circle with a minimum 6" numeral in bold print on all awning points. Signs must be prominently displayed to the public at all times indicating information concerning: number of credits, number of players, size of prize, prize structure including well-defined trade-up policy (limited to 4), rules, regulations, and any other pertinent information required for the player to understand the operation of the game. The lettering on signs shall be plain and may not be less than 2 inches in height. Any limits on numbers or types of prizes which may be won by an individual player per day must be clearly posted.

Small children must be accompanied by an adult to assure they are able to play and that they understand the rules of the game and the prizes awarded.

Giveaways



All giveaway items must be approved in writing before opening day of the Youth Fair.

Balloons are NOT allowed as giveaways.

Golf Cart-Motorized Vehicle Policy

Absolutely NO golf carts or motorized vehicles will be permitted on the midway or pedestrian walkways, including buildings, tents, etc., during Fair hours.

There will be no exceptions to such policy unless authorized by the Security Chief of the Youth Fair.

Any person operating a golf cart on the Fairgrounds *must* have a valid driver's license.

The fairgrounds are designed with internal service roads which provide access without driving on the midway to most areas of the fairgrounds. Unlicensed motorized vehicles are prohibited from driving off the fairgrounds.

No speeding is allowed *anywhere* on the fairgrounds, including service roads. ***All golf carts must have lights turned on if operating at dusk or later. Your full cooperation is required.***

Identification Badges

All concessionaires, their supervisors and employees, as well as *all adults and children who are in living quarters*, must acquire a photo identification badge for the 2018 Youth Fair. ***It is mandatory that they be worn at all times while on the fairgrounds.*** They also serve as admission passes at the gate to enter the Fairgrounds.

An office will be set up for picture taking. The exact location and schedules will be posted closer to Fair time. Photos will be taken at least a week before the Fair starts, and photo ID's will be available on an "as needed" basis throughout the Fair. We suggest anyone requiring photo IDs come in as soon as possible upon arrival to avoid the last minute rush.

Photo I.D. badges may be ordered in advance for those individuals who worked the 2017 Fair and will be returning for the 2018 Fair. A separate mailing for ordering your photo I.D. badges in advance will be done by the Concessions Department prior to fairtime. Prices will remain the same as last year—\$5.00 per plastic badge with clip.

These identification badges will not only make it easier for you to circulate within the fairgrounds but also to drive or walk in and out of the Fair. ***All individuals entering Gate #2 and Gate #9 will be stopped and required to have a valid Youth Fair ID card. This includes those vehicles with LQ decals and NAME decals.*** Please cooperate with us and have all your personnel properly identified. The Youth Fair reserves the right, in its sole and arbitrary discretion, to limit the number of identification badges issued to the concessionaire, its agents, volunteers and employees.

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Location Number Signs

Each concession is required to display a Location Number Sign at each of your locations. These are required to help identify your stand quickly, particularly in an emergency situation. For lineup locations, please display your sign nearest to the top right side of your stand when facing your stand from the midway. For center stands, please display your sign nearest to the top right side of your stand when facing your stand from the midway. You will be given two signs, one for each side.

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Microphone Systems

P.A. systems or microphones are not permitted in the space assigned. Any exception will be at the sole discretion of Youth Fair Management. If approved, such systems and equipment will be controlled as to volume levels, operation hours, location and manner of operation by the Youth Fair.

Novelties

The Youth Fair grants a concession for the exclusive privilege of selling novelties at the Youth Fair. NO ONE ELSE may sell, promote or give away novelty items (i.e. balloons, inflatables, glow products, etc.).

Offensive Items

Items determined offensive by the Youth Fair, in its sole discretion, will be ordered removed. Items being sexually explicit or suggestive in nature are not permitted.

Outside Buildings and Structures

Those licensed for outside sites are required to provide their own structure(s) and equipment, that must meet Youth Fair specifications and standards. All stands and structures must be professionally constructed, in good repair, well maintained, structurally sound, neat in appearance and meet current South Florida Fire Prevention Code, as well as state building, electrical, safety, disability access and sanitation codes applicable to same.

Structures not complying with the provisions of this policy may be ordered to be torn down and/or removed.

All excess boxes, cartons, window coverings, merchandise, etc. must be placed in an enclosed storage area out of public view. Visual screening to hide service equipment and storage from public view immediately adjacent to concessions and exhibits must have the prior approval of the Youth Fair with respect to dimensions and appearance and, if approved, must be designed with complimentary artwork and colors to blend with the appearance of the exhibit or concession.

Where appropriate, trailers and other portable concessions must have proper perimeter skirting to hide the under carriage, wheels, chassis, trailer hitch, etc. Anyone owning personal property on the Fairgrounds, whether portable or fixed, must properly secure same during both fair and non-fair periods.

Processing Fee

A \$50.00 processing fee will be charged to any concessionaire requesting a duplicate mail out of a contract and/or related paperwork.

Safety & Fire Code Requirements



The “Emergency Information” sheet should be placed in a highly visible location in every concession trailer, tent, stand or cart.

The Youth Fair along with Miami-Dade County Fire Rescue Department are working together for a safe and successful Fair. To help ensure the safety and well-being of you, your customers, and your investment, we are requiring you to adhere to our safety and fire codes. We will have fire inspectors and Fair personnel to assist with your understanding and compliance with the codes. All decorations must be flameproof, have documentation to verify so, and are subject to the approval of the Miami-Dade County Fire Department. Concessionaires having outside seating are required to provide some type of fencing to keep fair patrons from exiting into service areas where there are multiple LPG tanks, electric, water and gas lines. If fencing is of a “reed” or “bamboo” type flameproof documentation is required.



Violations of the South Florida Fire Prevention Code will be processed and may result in fines up to \$2,000 per violation.

Common Code Requirements

Extinguisher Requirements

Miami-Dade County has adopted the Florida Fire Prevention Code. This code is a combination of NFPA 1 and 101.

- ALL concessions, rides, games, etc., shall have a 10 pound ABC extinguisher.
- All covered or enclosed concessions having any type of cooking operation that produces grease laden vapors shall have a fire-extinguishing system complying with a U.L. 300 listed hood system in addition to a portable K extinguisher as a back-up and an ABC extinguisher.
- Cooking operations that use ovens only (pizza, etc.) are required to have an ABC extinguisher only.
- Extinguishers shall be located in a readily accessible location and so that accessing it does not subject the employee to possible injury.
- Fire extinguishers shall meet the requirements of OSHA regulations (1910-158) and NFPA codes and standards.

- Extinguishers must be maintained and have a valid inspection tag whether in state or from another state. (Expired extinguisher tags will require recertification by a State of Florida certified extinguishing company.)
- If an extinguisher is used, it must be immediately replaced or recharged.
- Large and high fire load tents may be required to have multiple extinguishers depending on occupancy, fire load, size and configuration.

We will have a fire extinguisher service on the grounds to provide inspection and recharging service for portable extinguishers and hood systems. Service will be available the two days immediately prior to the Fair's opening. Times and location will be announced. The Fair, as a convenience, provides this service to you but you are not required to use this service.

LPG Tanks (Must comply with NFPA-58)

- All liquified petroleum gas tanks must be secured to an approved support in a manner that ensures upright stability. Temporary fencing does not provide stable support. They should be secured to your concession trailer if they are 100 pound tanks or smaller. If they fall over, the valve could break off causing a serious safety hazard.
- LPG tanks used for cooking where the public is seated must be secured in an area that is not within the public seating, nor between the public and the cooking heat source.
- The security caps must be kept on tanks at all times they are not connected.
- Emergency relief valves shall be located so that the direction of the escaping gas is away from an ignition source, the public, or an exit.

Motor Homes/Living Quarters

- Motor homes shall not have gasoline or gasoline storage containers underneath them. (Vapors from empty cans are as lethal as vapors from a full container.)
- Motor home LPG tanks shall be secured to the motor home and on a sturdy foundation. This includes 100 pound tanks left out to be refilled. (Note: This does not mean a temporary fence or other unsecured structure.)

Selfie Sticks

The Youth Fair does not allow "Selfie Sticks" to be brought onto the fairgrounds or into any of our buildings during the Youth Fair. This item will not be available for sale by firms that are in The Marketplace (Edwards Hall) or on the fairgrounds during The Youth Fair.

Smoking

SMOKING INCLUDING E-CIGARETTES IS NOT ALLOWED by all Youth Fair personnel, as well as all concessionaires, exhibitors and midway personnel while working. Smoking is permitted outdoors in areas away from the public while an employee is on break and away from their post.

Styrofoam

Polystyrene (Styrofoam), a petroleum-based plastic, is considered our nation's 5th largest creator of hazardous waste and poses major issues to our land and water? A recent ordinance went into effect which bans Styrofoam products at all Miami-Dade County parks and beaches. We're supporting the county's efforts by extending this ban to the Fair-grounds including all events and activities that take place here throughout the year. **These banned styrofoam items may include coolers, plates, bowls, cups, lids, to-go containers, and others. You can identify it by looking for the plastic resin code #6 on the packaging.**

Tent Permits

All tents used on our fairgrounds must have a Miami-Dade County Tent Permit. If you plan to use any tents please contact the Concessions Department immediately so that we can send you the required paperwork for securing a tent permit. ***No tents will be allowed in the Fair 2018 without proper permitting. If you do not comply with the Building Department requirements you will not be allowed to open.***

- All drawings and sketches shall match items installed on the Fairgrounds.
- All member sizes and descriptions on drawings shall match those installed on Fairgrounds.
- All tent configurations shall be verified by a registered engineer in the State of Florida to comply with the requirements of the Current Florida Building Code and the Miami-Dade County Building Department requirements.
- Any discrepancy will result in removal of tent. Do not add or attach anything to your tent structure that will change the integrity of the tent design, i.e. banners, extensions for display of merchandise, etc.

In addition to completing a tent permit application you will be required to submit a flame retardant certificate and tent specifications from the manufacturer.

After all required paperwork is received we will proceed to apply for the permits through the Miami-Dade County Building Department. They will charge permitting, engineering and processing fees for which you will be responsible.

Tip Jars

No tip jars are allowed.

Local Companies & Services Close to Fairgrounds

For your convenience, listed below are the names, addresses and phone numbers of business and service entities we feel might be of use to you. Please let us know if there are any others you would like to see added to this directory. The Youth Fair, its officers, directors, employees and agents do not endorse or promote any of the companies or services listed below. The listings are provided only as a courtesy to you the Concessionaire.

AUTOMOTIVE SERVICES

- **B&T Mobile RV Repair**
Phone: (954) 558-4955
-

BANKS

- **Bank of America**
8585 SW 24th Street
Phone: (305) 264-9521
 - **SunTrust Bank**
11291 SW 40th Street
Phone: (305) 714-8973
-

CAR RENTAL

- **Enterprise Car Rental**
7275 SW 40th Street
Phone: (305) 262-1880
-

MIAMI CHAMBER OF COMMERCE

- **MIAMI CHAMBER OF COMMERCE**
Phone: (305) 350-7700
-

DENTIST

- **Iris Cruz, DDS**
9115 SW 87th Avenue
Phone: (305) 595-9556
- **Jeffrey Nullman, DDS**
11467 SW 40th Street
Phone: (305) 552-7050

DRY CLEANER

- **Dry Clean USA**
11429 SW 40th Street
Phone: (305) 223-8172
 - **One Price Dry Cleaning**
9723 South Dixie Highway
Phone: (305) 259-3600
-

ELECTRICAL SERVICES

- **Galaxy Amusements**
Phone: (813) 681-6666
 - **Showmen Supplies**
Phone: (219) 362-5286
 - **Sobyco Electric**
Phone: (305) 887-2524
-

FIRE EXTINGUISHER SERVICE

- **General Fire Protection**
Phone: (786) 514-6423
-

FLORIST

- **Avant Gardens**
7220 SW 40th Street
Phone: (305) 554-4300
- **Hirni's Wayside Garden Florist**
9950 SW 57 Avenue
Phone: (305) 661-6266

FOOD SERVICES

- **Fare Foods**
Phone: (800) 651-1601
(618) 542-2155
 - **Hopkins Food Service**
Phone: (229) 672-0310
 - **JC Bakeshop**
Phone: (786) 374-8207
-

GAS

- **Home Gas**
Phone: (305) 643-1511
-

GOLF CARTS

- **Dade Equipment**
Phone: (305) 388-6000
-

GRAPHICS

- **Color Image Designs**
Signs /Wraps
Phone: (813) 480-3148
-

GROCERS

- **Publix**
1525 SW 107th Avenue
Phone: (305) 552-8733
 - **Winn Dixie**
8855 SW 24th Street
Phone: (305) 220-0298
-

HARDWARE

- **Home Depot**
11305 SW 40th Street
Phone: (305) 552-9005

HOSPITALS

- **Baptist Hospital**
8900 SW 88th Street
Phone: (305) 596-1960
 - **Baptist Urgent Care Center**
8840 SW 40 Street.
Phone: (786) 596-3890
Hours 11 AM - 11 PM Daily
 - **Nicklaus Children's Hospital**
3100 SW 62nd Avenue
Phone: (305) 666-6511
 - **South Miami Hospital**
6200 SW 73rd Street
Phone: (786) 662-4000
-

HOTELS

Due to our busy Florida tourist season at Fair time, it is imperative to make a reservation in advance in order to secure a room.

- **Comfort Suites**
3901 SW 117 Avenue
Phone: (305) 220-3901
 - **Extended Stay America**
8655 NW 21st Street
Phone: (786) 331-7717
 - **Marriott Courtyard**
9075 South Dadeland Blvd.
Phone: (305) 670-1220
 - **Shamrock at Kendall**
12615 SW 91 Street
(Corporate Housing)
Phone: (305) 598-5800
-

LAUNDRY

- **Drop Off/Pick Up Service**
Miami Dade County Fairgrounds

LOCKSMITH

- **Alfa**
7002 SW 87 Avenue
Phone: (305) 598-3628

PHARMACIES

- **CVS**
1549 SW 107th Avenue
Phone: (305) 220-0147
- **Walgreens (24 Hours)**
1555 SW 107 Avenue
Phone: (305) 554-1968

POST OFFICE

- **Olympia Heights**
3801 SW 117th Avenue
Phone : (305) 226-7525

PUBLIC TRANSPORTATION

- **Bus Lines**
(General Information)
Phone: (305) 770-3131

RESTAURANTS

- **Chuck Wagon**
7628 SW 117th Avenue
Phone: (305) 274-2263
- **Flannigan's**
9857 SW 40th Street
Phone: (305) 207-7427
- **Joe's Stone Crab (Seafood)**
(Dine In or Take Out)
11 Washington Avenue
Miami Beach, FL
Phone: (305) 673-0365

- **La Carreta (Cuban)**
8650 SW 40th Street
Phone: (305) 553-8383
- **Nunzios (Italian)**
11433 SW 40th Street
Phone: (305) 221-6091
Dinner Tues - Sun - 5-10 PM
Lunch Tues - Fri - Noon - 2 PM
- **Shorty's BBQ**
11575 SW 40th Street
Phone: (305) 227-3196

TAXI SERVICE

- **Metro Taxi**
Phone: (305) 888-8888
- **Yellow Cab**
Phone: (305) 444-4444

TENT RENTAL

- **Glen's Tents & Special Events Rentals, Inc.**
Phone (305) 592-3328

VETERINARIANS

- **Derks Animal Clinic**
12900 SW 87 Avenue
Phone: (305) 233-7128
- **Westchester Animal Hospital**
2730 SW 87 Avenue
Phone: (305) 221-1224
After Hours (305) 666-4142

VISUAL DISPLAY MATERIALS

- **Party City**
8651 SW 24 Street
Phone: (305) 264-0300

YOUTH FAIR RULES AND REGULATIONS

1. **NO INTEREST IN LAND.** The parties hereto agree that Licensee's rights hereunder shall not be construed as a lease, easement, or other interest in the real property of The Youth Fair and the License is revocable, limited and non-exclusive.
2. **INSURANCE.** The Youth Fair may require Licensee to furnish insurance coverage in kinds and amounts satisfactory to The Youth Fair.
3. **INDEMNITY.** Licensee hereby covenants and agrees to fully exonerate, indemnify, defend and hold harmless the Miami-Dade County Fair & Exposition, Inc., its Board of Directors, Officers and all management, staff, agents, employees, volunteers, representatives and Miami-Dade County and its Board of County Commissioners each severally and separately from any and all claims, suits, losses, damages, judgments, 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 persons (whether they be third persons or employees of either The Youth Fair or Licensee) and any loss (through theft, fire or otherwise) of or damage to property (whether it be that of The Youth Fair, the Licensee or some third party) caused by, growing out of, or arising out of Licensee's use of the Fairgrounds, including, without limitation, its use by Licensee's agents, sub-licensees, vendors, concessionaires or any other entity or person associated with Licensee; exercise of any rights under the Agreement; breach of any term, warranty or provision of this Agreement by Licensee; the sale of products; Licensee's operation on the Fairgrounds, use of Licensee's logo, third party liability including trademark/copyright infringement, breach of the provision regarding hazardous waste and any clean up or fines associated therewith; 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 Youth Fair's negligence or willful misconduct. This provision shall expressly survive termination of this Agreement.
4. **STATUS OF NAME, ADDRESS, WAIVER, GUARANTY.** The Licensee represents and warrants that the legal name as contained in the Agreement along with all other information in this License are accurate and correct in all respects and makes this warranty as of fifteen (15) days prior to the MOVE-IN date. Licensee further represents and warrants that the Authorized Representative listed in the License has full, complete and absolute authority to bind the Licensee. If the Licensee is a corporation, it warrants and represents that it is in good standing and active and, if it is not a Florida Corporation, it warrants and represents that it is authorized to do business in the State of Florida. Any change in the Licensee's legal name, fictitious name, address, telephone number, or authorized representative, shall be forwarded to The Youth Fair, in writing, within three (3) days after the change. Should the Licensee default in the performance of any of the terms and conditions as stated herein, The Youth Fair, at its option, may cancel this License and the relation of the parties shall be in all respects as if said term had fully expired. Should The Youth Fair exercise its rights to cancel this License, Licensee agrees to forego any and all claims for damages against The Youth 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 Youth Fair.
5. **YOUTH FAIR APPROVAL.** Licensee recognizes and acknowledges the unique reputation of The Youth Fair in the community. The Youth Fair is dedicated to the production and presentation of wholesome, family entertainment. Licensee agrees that its participation shall be in keeping with this policy and grants to The Youth Fair the sole and arbitrary right of approval for any performance, exhibition, exhibit, product, service, brochure, pamphlet, signage, other literature and entertainment to be offered under this License and the Licensee agrees that no such activity or part thereof shall be given or held if objected to by The Youth Fair.
6. **LIEN.** The Youth Fair shall have the first lien against ticket and other receipts and all property of Licensee for all unpaid fees, expenses, damages to property and appropriate taxes due for the event covered by this License. The Youth Fair is empowered to withhold all such items and, if such funds are not available at conclusion of the event, to impound any and all property of Licensee. The Youth Fair shall have the right to sell said property at public auction and to apply the proceeds from such auction to the unpaid charges.
7. **FREE SAMPLES.** No free samples of food, beverage or any other product may be given away or otherwise distributed without prior written approval of The Youth Fair, which approval may be arbitrarily withheld in the sole discretion of The Youth Fair.
8. **ALCOHOLIC BEVERAGES.** Licensee shall not cause or allow beer, wine or any other alcoholic beverage to be sold, given away, used or consumed upon said Fairgrounds without the written consent of The Youth Fair, which approval may be arbitrarily withheld in the sole discretion of The Youth Fair. If alcoholic beverages are authorized in writing by The Youth Fair, then the Licensee shall obtain the necessary temporary license/permit from the Department of Business and Professional regulation and shall provide The Youth Fair with a copy of the temporary license/permit issued. In addition, Licensee shall provide The Youth Fair with a Certificate of Insurance which shall name the Miami-Dade County Fair & Exposition, Inc. and Miami-Dade County and its Board of County Commissioners as additional insureds for Liquor Liability Coverage insurance with limits of not less than \$1,000,000 aggregate.

- 9. GIFTS, PRIZES, ETC.** Licensee shall not offer any gift, prize, or item(s) for sale which The Youth Fair may consider unacceptable for distribution, in its sole opinion, and which have not been first approved by The Youth Fair in writing.
- 10. LOST ARTICLES.** All lost articles should be turned into The Youth Fair during the Youth Fair Event.
- 11. SOLICITORS.** Absolutely no soliciting or distributing of flyers is permitted on the Fairgrounds.
- 12. CANCELLATION BY THE YOUTH FAIR.** The Youth Fair reserves the unilateral right to cancel this License for the public good in the event of a natural disaster or other emergency as determined in the sole and arbitrary opinion of The Youth Fair or in the event of any request by any Federal, State or County agency for use of the Fairgrounds, 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 will be refunded without penalty. Should The Youth Fair exercise its rights to cancel this License, Licensee agrees to forego any and all claims for damages against The Youth 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 Youth Fair.
- 13. CANCELLATION OR DEFAULT BY LICENSEE.** Should the Licensee cancel its participation in the Youth Fair Event or fail to timely appear and set up for the Youth Fair Event or fail to perform the conditions and requirements set forth herein required to be performed prior to the move-in date of the Youth Fair Event, this License shall be canceled and shall in all respects be deemed null and void, and The Youth Fair shall retain any 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. Should the Licensee default in the performance of any of the terms and conditions of this License, after the move-in date, The Youth Fair, at its option, may cancel this License and the relation of the parties shall be in all respects as if said term had fully expired. The Youth Fair may take possession of those areas on the Fairgrounds occupied by Licensee, remove all persons therefrom, and resort to any legal proceedings to obtain such possessions. Any monies paid to The Youth Fair by Licensee or any monies collected by The Youth Fair shall, upon default after move-in, be retained by The Youth Fair to offset any monies owed to The Youth Fair under this License and as a result of the default of Licensee.
- 14. PUBLIC SAFETY.** Licensee shall be responsible for the public safety, health and welfare of its patrons, agents, vendors, sub-licensees, concessionaires and employees. The Youth Fair reserves the unilateral right to cause the interruption of any event in the interest of public safety and to likewise cause the termination of such event when, in the sole and arbitrary judgment of any County, State or Federal agency or its agents, including but not limited to Miami-Dade County Police or Fire Department, such action is necessary in the interest of public safety, health and welfare. Should it become necessary to evacuate the Fairgrounds because of a bomb threat or for other reasons of public safety, the Licensee will retain the privilege of using the Fairgrounds for sufficient time to complete the presentation of its event without additional rental charge provided such time does not interfere with another License or planned use by The Youth Fair. If it is not possible to complete presentation of the event, rental shall be prorated or adjusted in the sole and arbitrary discretion of The Youth Fair based upon the situation. The Licensee hereby waives any claim for damages or compensation arising out of any action taken pursuant to this provision.
- 15. OCCUPANCY INTERRUPTION.** Licensee, his or her agent, officers, and other authorized representatives hereby waive any and all claims for compensation and all rights and claims, action and causes of action against The Youth Fair for any and all loss or damage sustained by reasons of any defect, deficiency or impairment on the Fairgrounds, including but not limited to the electrical, plumbing and air conditioning installations or any part thereof furnished by the Fairgrounds, or any loss or impairment of light or current or water which may occur from any cause, or for any loss or damage sustained resulting from fire, black-out, brown-out, water, wind, civil commotion, riot, labor strikes, or act of God.
- 16. FAIR'S RIGHT OF ENTRY.** Duly authorized representatives of The Youth Fair may enter the Fairgrounds at any time and occasion without any restrictions whatsoever. Licensee hereby waives any and all claims for compensation for any and all loss or damages sustained by reasons of interference by any public agency or Youth Fair official in the operation of the Fairgrounds; however, such interference shall not relieve Licensee from any obligations hereunder.
- 17. AUTOMATIC TELLER MACHINES (ATM).** No ATM'S shall be allowed on Fairgrounds except for ATM'S as provided by the Youth Fair. Any and all revenue generated by ATM'S shall be the exclusive property of The Youth Fair. The Youth Fair will use its best efforts to have the ATM stocked with cash and in proper working order, however, Licensee realizes that no such guarantee exists that the ATM will be stocked or operating on any given day of the Licensee's term. Licensee agrees to forego any and all claims for damages against The Youth Fair and further agrees to waive any and all rights or claims for damages which might arise by reason of the failure of the ATM to operate, or the failure of the ATM to be stocked with cash.

- 18. COMPLIANCE WITH LAWS.** Licensee shall comply and shall require its agents, vendors, sub-licensees, concessionaires and employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies, and with all rules and regulations provided by The Youth Fair from time to time. Licensee agrees that at all times it will conduct its activities with full regard for public safety. Licensee further agrees that all portions of sidewalks, entries, floors, passages, halls, corridors, stairways and ways of access to public facilities shall be kept unobstructed and safe by Licensee and shall not be for any purpose other than ingress or egress to and from the Fairgrounds and all electrical panels and doors as well as all safety/emergency exits shall not be obstructed in any way. Licensee also shall not use, store or permit to be used or stored in or on any part of Fairgrounds covered by this License any substance or thing prohibited by law, ordinance or standard policies of fire insurance companies operating or insuring in the State of Florida. No explosives and/or flammable substances including, but not limited to, pyrotechnics, fireworks, illumination oils, oil lamps, candles, turpentine, benzene, naphtha, gasoline or other such substances shall be used, or placed in or on the Fairgrounds covered by this License. LP gas tanks used for cooking must be placed outside any Youth Fair building and must be approved by the Miami-Dade County Fire Department. It is further agreed that no inflammable materials such as bunting, tissue paper, crepe paper and any others will be permitted to be used as decorations and decorative materials unless they are treated with flame proofing and are approved by the appropriate inspector of Miami-Dade County, Florida, before the same are installed.
- 19. HAZARDOUS AND TOXIC SUBSTANCES.** The Licensee agrees, at all material times Licensee is on the Fairgrounds, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Florida and Federal law. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify The Youth Fair and the Miami-Dade County Department of Environmental Resource Management and Public Health Unit as well as the Florida Department of Environmental Protection and the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law and The Youth Fair relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on the ground. In the event the Licensee or its agents, vendors, sub-licensees, concessionaires or employees dump grease in The Youth Fair's sewer system, or at locations not authorized by The Youth Fair, or shall otherwise violate the provisions of this paragraph, The Youth Fair will look to the Licensee and shall subject the Licensee to cover the cost of any fines assessed by the Miami-Dade County Department of Environmental Resource Management or any other governmental agency having jurisdiction as well as the cost of any clean-up fees incurred by The Youth Fair to correct the problem. In addition, Licensee shall be subject to a fine of \$2,000.00 by The Youth Fair for each infraction and shall be deemed in material breach of this License and subject to immediate removal from the Fairgrounds.
- 20. DEFAACEMENT OF FACILITY/PROPERTY.** Licensee shall not injure, mar, nor, in any manner, deface said Fairgrounds or any equipment contained thereon; and shall not cause or permit anything to be done whereby Fairgrounds, property or equipment thereon shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, staples, screws, adhesive or tape of any kind to the walls of any Youth Fair building or equipment contained therein and will not make nor allow to be made any alterations of any kind to said buildings, property or equipment contained therein.
- 21. PAYMENT FOR DAMAGES.** Licensee agrees to pay all costs, as determined in the sole judgment of The Youth Fair, of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this License in order to restore the damaged property, personality and equipment or other parts of the Fairgrounds affected by its participation in the Youth Fair Event to a condition equal to that at the time this License went into effect. Licensee agrees to pay to The Youth Fair five dollars (\$5.00) for each sheet of paper or poster attached to the walls in any way. Licensee also agrees to post, if required, a damage deposit as estimated by The Youth Fair. Any unused portion will be returned after the final settlement.
- 22. ASSIGNMENT.** This License is between The Youth Fair and Licensee. Licensee may not assign this License, or any interest in the License, without The Youth Fair's prior written consent, which consent shall be within The Youth Fair's sole discretion. Assignment shall also include a transfer or conveyance of more than fifty percent (50%) of the present ownership interest in the Licensee. Moreover, if Licensee files for bankruptcy, is declared insolvent or adjudicated bankrupt; or if Licensee makes an assignment for the benefit of creditors; if Licensee's license interest is sold under execution, or by a trustee in bankruptcy; or if a receiver is appointed for Licensee, The Youth Fair, without prejudice to its rights hereunder and at its option, without penalty, may terminate this License and take possession of the Fairgrounds immediately without notice to Licensee or any assignee, transferee, trustee, or any other person or persons, it being agreed upon that Licensee or any of the aforesaid waives any and all damages and costs it may have against The Youth Fair, if The Youth Fair exercises its rights as provided above.

- 23. UTILITY CONNECTIONS.** The Youth Fair shall provide staff for all utility connections. Utility connections shall include, but not be limited to, electrical, plumbing and gas. All such connections and related work shall be at the expense of Licensee, including any related costs incurred by The Youth Fair. The Youth Fair, at its discretion, may require meters or measuring devices on these utility connections for the purpose of establishing usage for billing Licensee. It is also agreed that Licensee will pay for all additional electrical hook-ups, including the cost of necessary permits. Licensee, his or her agent, officers, and other authorized representatives hereby waive any and all claims for compensation and all rights and claims, action and causes of action against The Youth Fair for any and all loss or damage sustained by reasons of any defect, deficiency or impairment of the connections or hook-ups.
- 24. UNDERGROUND UTILITIES.** Licensee shall not, nor will Licensee allow any of its agents, vendors, sub-licensees, concessionaires or employees to drive any stake, instrument or object of any kind into the asphalt or grassy area of the Fairgrounds without the written consent of The Youth Fair. Underground electrical wiring is installed throughout the Fairgrounds which could result in severe electrical shock. It shall be the sole responsibility of the Licensee to enforce this provision and The Youth Fair will look to Licensee for reimbursement pursuant to the Payment For Damages clause of this License.
- 25. LICENSES, PERMITS AND TAXES.** Licensee agrees to obtain the proper licenses and/or permits for the use of the space covered by this License as required by Federal, State or Miami-Dade County agencies pursuant to Florida law and Miami-Dade County ordinances, and supply evidence of same to The Youth Fair on demand. Licensee agrees to promptly pay all applicable sales taxes and to require all vendors, exhibitors, and others selling products to pay applicable taxes and carry the proper licenses and permits. Licensee acknowledges receipt from The Youth Fair of the reporting form provided by the Department of Revenue of the State of Florida and agrees to abide by and comply with chapter 212 of the Florida Statutes.
- 26. AUDIT.** Licensee agrees that The Youth Fair may, from time to time, inspect, audit, or otherwise check the operation of Licensee's business activities, including but not limited to the cash receipts for the purposes of determining the accuracy of all cash reporting or gross receipt recording required under the terms of this License.
- 27. EXHIBIT LOAD IN AND OUT.** Licensee agrees that all articles, displays, exhibits and other tangible personal property shall be brought in or out of the Fairgrounds only at such entrances and such times as designated by The Youth Fair.
- 28. STORAGE.** Licensee assumes all responsibility for all goods, materials, exhibits, displays, articles and other tangible personal property in or on the Fairgrounds before, during or after the Youth Fair Event and The Youth Fair assumes no responsibility for said items.
- 29. REMOVAL OF PROPERTY.** Licensee agrees that all personalty pertinent to the Youth Fair Event which are not the possession of The Youth Fair shall be removed from the Fairgrounds before the expiration of this License. The Youth Fair shall be authorized to remove, at the expense of the Licensee, all personalty remaining in or on the Fairgrounds, after the move-out date of this License. Licensee shall be responsible for payment of storage costs for such personalty and Licensee agrees The Youth Fair shall not be responsible for loss, damage or claims against property removed or stored under this provision. Licensee agrees The Youth Fair shall have a first lien on such personalty for payment of costs accrued for removal and storage.
- 30. CONTRACT AND RIGHTS.** Licensee certifies and attests that it has a valid, properly executed and compatible contract and/or proper rights and licenses for his/her participation as covered by the terms of this License. Licensee shall submit to The Youth Fair, upon demand, copies of such documents.
- 31. BROADCAST RIGHTS.** The Youth Fair reserves all rights and privileges for outgoing television, radio and other electronic broadcasts originating from the Fairgrounds during the term of this License.
- 32. RECORDING.** Licensee agrees that no recording, either visual or audio, of any kind will be made of the event covered by this License. The Youth Fair has the right to require payment for said privilege.
- 33. COPYRIGHTS.** Licensee will assume all costs arising from its use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the Youth Fair Event. Licensee agrees to indemnify, defend and hold The Youth Fair harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Youth Fair name and logo are protected trademark/service marks and may not be used without the express written consent of The Youth Fair.
- 34. DELIVERIES AND SHIPMENTS.** The Youth Fair, at its discretion, may accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless The Youth Fair for any loss or damage to any personalty in the receipt, handling, care or custody of said personalty at any time. The Licensee further indemnifies The Youth Fair from any claims or costs related to claims from any third party for loss or damage to said personalty on the Fairgrounds. The Youth Fair will not accept COD or any similar delivery.

- 35. ANNOUNCEMENTS.** The Youth Fair reserves the right to make announcements during the Youth Fair Event which would relate to future attractions.
- 36. CIVIL RIGHTS.** Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin and further agrees to likewise not discriminate for those same reasons against any person relative to admission, services or privileges offered to or enjoyed by the general public and to be in compliance with the Federal and Florida Civil Rights Acts and the Americans with Disabilities Act (ADA).
- 37. RETENTION OF FAIR PRIVILEGES.** The waiver or failure of The Youth Fair to insist on strict and prompt performance of the terms of this License and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of The Youth Fair's right thereafter to enforce the same strictly according to the terms thereof in the event of a continuous or subsequent default on the part of Licensee.
- 38. NON-EXCLUSIVE RIGHT.** The Youth Fair shall retain the right to use and/or license for use such portions of The Fairgrounds as may not be covered by this License. The Youth Fair also retains the right to re-enter any part of the Fairgrounds covered by this License should such part become vacant, and to determine that such unused portion may be offered for other use with receipts therefrom going to The Youth Fair.
- 39. OTHER CONDITIONS.** It is mutually agreed that any and all matters not expressly provided for in this License will be at the sole discretion of The Youth Fair.
- 40. NOTICES.**
- (a) Method of Giving Notice. All notices or other communications permitted or required to be given under this License shall be given in writing, and delivered to The Youth Fair at the address indicated at the top of the License and to the Licensee at the Business Address as indicated (or sent to their fax numbers) by one of the following ways, at the option of the party giving the notice. (i) by hand delivery; (ii) by certified or registered mail, return receipt requested and proper postage prepaid; (iii) by a nationally recognized overnight courier service such as Federal Express; or (iv) by telecopy (fax).
- (b) Effective Date of Notices. Notices delivered by hand delivery or by a nationally recognized overnight courier service such as Federal Express shall be effective on the date delivered to the recipient. Notices delivered by certified or registered mail shall be effective upon receipt, or three (3) business days after deposit in the United States mails, whichever shall first occur. Notices sent by telecopy shall be effective on the date transmitted and received, provided that receipt occurs before 5.00 p.m. Eastern Standard Time on a business day. If the last day for giving any notice or performing any act under this License falls on a Saturday, Sunday, or on a day on which the United States Post Office is not open, the time shall be extended to the next day that is not a Saturday, Sunday, or Post Office holiday.
- 41. ENTIRE AGREEMENT.** All terms and conditions of this License shall be binding upon the parties, their heirs, representatives and assigns, and cannot be waived or modified by any oral representation of promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this License. Such written document must be incorporated by specific reference therein as a part of this License. Neither party may rely on any oral representations and must look solely to the terms of this License. Furthermore, Licensee agrees that, notwithstanding the possibility of significant damages to Licensee in the event The Youth Fair exercises its unilateral right of cancellation and terminations provided herein, and the right to retain the deposit and other monies, and other rights under the License, the Licensee agrees to the terms contained herein and executes this License voluntarily and freely. This License constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. Any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect. The Licensee or Licensee's representative, who executes the License, has acknowledged that he or she understands the legal consequence and import of this clause.
- 42. COMPLAINTS.** All complaints by Licensee or its agents, including but not limited to this License, The Youth Fair's policies, The Youth Fair's officers, directors, staff or personnel, shall be dated and in writing and sent to the Director of Business and Sales Development, Miami-Dade County Fair & Exposition, Inc. administrative office located at 10901 Coral Way, Miami, FL 33165.
- 43. COUNTERPARTS AND DUPLICATE ORIGINALS.** To facilitate the execution of this License, any number of counterparts of this License may be executed and delivered. That is, it shall not be necessary that each party's signature appear on each counterpart, but it shall be sufficient that each party's signature appear on one or more of the counterparts. Each of the counterparts shall be considered an original and all of them, together, shall constitute one and the same instrument. Any number of duplicates of this License may be executed and delivered, each of which shall be considered an original.

- 44. CONSTRUCTION OF LICENSE.** Each party has relied upon its own examination of this License and the advice of its own counsel and other advisors in connection with this License. This License was negotiated at arm's length. Thus, this License shall not be construed more strictly against The Youth Fair notwithstanding that it has been drafted by The Youth Fair and The Youth Fair's counsel. Furthermore, the money, property, insurance or services which are the subject of this License are for commercial purposes and not for personal, family or household purposes.
- 45. EFFECTIVE DATE.** The effective date of this License shall be the date on which the last one of The Youth Fair's representative and the Licensee's representative executes this License.
- 46. LANGUAGE.** Whenever used in this License, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
- 47. PARAGRAPH HEADINGS.** The paragraph headings used in this License are for convenience only, and shall not be used in interpreting or construing any provision of this License.
- 48. SEVERABILITY.** If any term, covenant, or condition of this License or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of this License or the application of such terms, covenants, and conditions to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this License shall be valid and enforceable to the fullest extent permitted by law.
- 49. TYPEWRITTEN OR HANDWRITTEN PROVISIONS.** Handwritten or typewritten provisions inserted into this License and initialed by all parties shall control over all typewritten provisions in conflict therewith.
- 50. SIGNAGE.** Signage used by the Licensee must relate to its name, product or service being offered.
- 51. FURTHER ACTION.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
- 52. ATTORNEY'S FEES.** Any reference to attorney's fees in this License applies only to the indemnity given by Licensee to The Youth Fair and not to any other term, provision and condition hereof.
- 53. VENUE.** The venue of any legal proceeding brought in connection with this License or any aspect of the relationship between the parties shall be in Miami-Dade County, Florida.
- 54. FLORIDA LAW.** This License shall be considered to have been executed in Miami-Dade County, in the State of Florida, and shall be interpreted, construed and enforced in accordance with the laws of Florida and no other.
- 55. TIME.** Time is of the essence for all of the provisions and terms of this License.
- 56. CONFIDENTIALITY.** Each party agrees to keep the terms of this License and the fact of its existence strictly confidential, disclosing matters concerning this License only to their respective counsel and other advisors who are bound by client confidentiality or who agree in writing to maintain confidentiality.
- 57. MATTERS SURVIVING TERMINATION.** Unless otherwise provided in this License, all of the terms, provisions, representations and warranties, and all remedies available to any party, shall survive termination of this License.
- 58. SUB-LICENSEES.** All sub-licensees, concessionaires, vendors or agents entering into a contract with Licensee shall take subject to the terms and conditions of this License and all such contracts shall so provide.
- 59. RENEWAL.** This License is only for the dates as set forth in this License. Licensee agrees that the fact that it has been granted a License in the past shall not entitle Licensee to any right to use the Fairgrounds in the future. Additionally, nothing shall prevent The Youth Fair from granting a License to an entity, which is competitive to the Licensee hereunder.
- 60. BROKERAGE INDEMNITY.** Licensee hereby agrees to indemnify, defend and hold harmless The Youth Fair from any claims, damages, costs and attorney's fees for brokerage, commission, finder's or other fees relative to this License and the transactions set forth herein based in any way on agreements, arrangements or understandings made by Licensee with any other party or parties.
- 61. RIGHTS IN THIRD PARTIES.** Except as otherwise specifically provided, nothing expressed or implied in this License is intended, or shall be construed to confer on or give any person, firm or corporation, other than the parties and their respective officers, directors and shareholders, any rights and remedies under or by reason of this License.

- 62. DEPENDENCE OF COVENANTS.** The covenants contained in this License for performance by Licensee shall be construed as dependent covenants. Default in one shall be deemed absolute whether substantial performance has occurred with regard to all or any other covenants herein.
- 63. RELOCATION.** The Youth Fair, in its sole discretion, may relocate Licensee's booth space to another building and/or location on the Fairgrounds.
- 64. FIDUCIARY DUTY.** The parties to this License specifically intend that neither this License nor any course of dealings between them shall create fiduciary obligations. Nothing contained in this License, and no course of dealings between the parties, shall be construed as establishing a partnership, joint venture or agency between the parties. The rights, duties and obligations of the parties are to be controlled exclusively by this License. Any obligation or covenant of good faith and fair dealing, whether express, implied-in-fact or implied-in-law, is intended to be contractual only. This License was negotiated at arms' length. There is no "special relationship" between the parties. Neither party is or has been influenced or dominated by the other. Each party places in the other the trust and confidence that reasonable strangers dealing at arms' length in business relationships would place in one another. Neither party reposes special or extraordinary trust in the other. Each party to this License represents that it is an independent, experienced and sophisticated business entity or person. Each party conducts its own investigations and obtains its own information about business transactions. Each party relies wholly on its own counsel and/or judgment in making business decisions. The frequency, length, or closeness of dealings between the parties shall not create fiduciary obligations. In particular, extended dealing over a lengthy period of time shall not create fiduciary duties. Any advice given by one party to the other is offered unilaterally and accepted indifferently. Neither party undertakes to act for the benefit of the other, and neither accepts any trust unilaterally reposed by the other. Any disclosure obligations contained in or arising from this License or the course of dealing between the parties are strictly contractual, and do not create fiduciary obligations. The parties intend that any disclosures of information, confidential or otherwise, during the course of business negotiations or dealings shall not be construed as creating additional disclosure obligations.
- 65. RELATION OF PARTIES.** 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 ventures' or to render either party hereto liable for any obligation of the other.
- 66. WAIVER OF JURY TRIAL.** The Youth Fair and Licensee hereby mutually knowingly, willingly and voluntarily waive their right to a trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties (all of whom are collectively referred to below as the "parties") shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation or proceeding based upon or arising out of this License or any related agreement or instrument, or any course of action, course of dealing, statements (whether verbal or written) or actions relating to this License. The parties also waive any rights to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the inclusion of this provision is a material inducement for entering into this License. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.
- 67. PRESUIT MEDIATION.** Prior to bringing any lawsuit under this License, the parties hereto agree to submit any and all disputes to pre-suit mediation in Miami-Dade County, Florida 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 Youth Fair for entering into this License.
- 68. WAIVER.** The waiver or failure of The Youth Fair to insist on strict and prompt performance of the terms of this License and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of The Youth Fair's right thereafter to enforce the same strictly according to the terms thereof in the event of a continuous or subsequent default on the part of Licensee.
- 69. SUCCESS.** The Licensee agrees that it is responsible for the success or failure of its participation in the Youth Fair 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. The Youth Fair makes no warranty or representation as to historic or anticipated attendance, or revenue, from the Youth Fair Event.
- 70. SOCIAL MEDIA.** Licensee agrees to monitor its use, as well as that of its employees use and posts of social media while on the Fairgrounds and shall ensure that no inappropriate posts are made, in light of and in accordance with Rule Number 3 contained herein. To the extent an inappropriate post is discovered by Licensee or The Youth Fair, the post shall be immediately removed if posted by Licensee and if posted by an employee of Licensee, Licensee agrees to instruct the employee to remove said inappropriate post.

HOW TO GET TO THE FAIRGROUNDS



MARCH 15-APRIL 8 • 2018

Open daily except March 19-20 & April 2-3



#MiamiYouthFair