



Group Name: _____

JACK GRIFFITH PLAYHOUSE CHECK LIST

- Jack Griffith Playhouse Application

- Performance Date & Time _____

- Mailed Jack Griffith Playhouse Agreement

- Received Jack Griffith Playhouse Agreement

- Exhibit A

- Exhibit B

- Signed Contract

- Number Comp Passes _____

- Number VIP Parking Passes _____



2024 THE YOUTH FAIR JACK GRIFFITH PLAYHOUSE APPLICATION

- This is a fillable form.
- **Schedule on a first come first serve basis.**

ARTIST INFORMATION:

Name of Group or Act: _____

Contact Person: _____

Street Address: _____ Apt. #: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone: _____

GROUP / ACT INFORMATION:

Number of Members in Group/Act: _____ Number of Vehicles Transporting Equipment: _____

Have you performed at the Jack Griffith Playhouse before? Yes No

If yes, when? _____

Describe what your performance will be.

PERFORMANCE REQUEST:

Date you would like to perform: _____

Set up time: _____ Performance start time: _____ End time - including tear down: _____

Note:

If the date and time requested is not available, you will be contacted with an available date and time.

Photographs and Video:

From time to time photographs and video are taken during The Youth Fair. These photographs and videos may be used for publicity or other purposes. By submitting this form, you are consenting to The Youth Fair photographing, filming, taping and/or otherwise recording artist's name, likeness, physical movements, voice and other sound effects (collectively, "Name, Etc."), which photographs, films, tapes and other recordings (collectively, "Recordings") shall be the sole and absolute property of The Fair for any and all purposes whatsoever in perpetuity; and artist grants to The Youth Fair, its licensees, successors and assigns the exclusive right to reproduce, exhibit, perform, display, use and otherwise exploit the Recordings and my Name, Etc., in whole or in part, in and in connection with its events and the advertising, exhibition, promotion, publicity and any other exploitation thereof, in any and all languages, formats and media now known or hereafter devised, in perpetuity, for no compensation. Notwithstanding the foregoing, if The Youth Fair determines, in its sole discretion, that any rights herein granted are subject to the jurisdiction of any Union, I will enter into an agreement(s) with The Youth Fair or its designee which The Youth Fair determines is required in connection therewith, and agree that I shall receive and be entitled only to the applicable minimum compensation (if any) required by such Union.

The signature below affirms that all the information provided in this application and supporting documents is true and complete to the best of our knowledge. If requested, we will provide proof. Failure to do so shall invalidate this application. I understand that any information contained in the application may be used for publication, including the use of social media.

Signature of Applicant

Date



Your request becomes valid only when this application and all supporting documents are submitted to
Carol Douglass Exhibits Director
Miami Dade County Fair and Exposition,
10901 SW 24TH ST, Miami, FL 33165



JACK GRIFFITH PLAYHOUSE STAGE LICENSE AGREEMENT

THIS PLAYHOUSE STAGE LICENSE AGREEMENT (hereinafter "License") made this ___ day of _____, 2024, by and between the Miami-Dade County Fair & Exposition, Inc. a Florida nonprofit corporation organized under Chapter 616, Florida Statutes, (hereinafter "The Youth Fair"), and Licensee, as more fully described below (hereinafter "Licensee"), for and in consideration of the terms, provisions, conditions and mutual covenants contained herein, The Youth Fair and Licensee agree as follows:

Licensee (full legal name): _____
Mailing Address: _____ Apt. # _____
Telephone No.: _____ Fax No.: _____
Contact Person: _____ E-mail: _____
Building Name and Space ("Location"): Arnold Hall / Jack Griffith Playhouse Stage
Performance Type: _____

TERMS: The period of this License shall be from _____ to _____. Licensee agrees to use its Location only to display the Exhibits, Products or Services listed above. The Youth Fair grants to Licensee the privilege to use and occupy the above listed Location for the purpose as described above, subject to the terms, provisions and conditions of this License, including the rules and regulations of The Youth Fair and included in Exhibit A - Rules and Regulations attached hereto. Said rules and regulations are specifically made a part of this License and incorporated herein and upon the signing of this License, Licensee acknowledges receipt and review of the aforesaid and hereby consents to abide and be governed by them.

The Location will be available to the Licensee for set up on _____. The Location must be complete and ready for public viewing by _____. Licensee agrees to vacate the Location and remove its property no later than _____. The set up and breakdown must be coordinated with The Youth Fair's Exhibits Department.

Licensee shall be solely responsible for staffing the Location as agreed to by Licensee and The Youth Fair.

Business, School or Individual

Licensee: _____ Miami-Dade County Fair & Exposition, Inc.
By: _____ By: _____
Print Name: _____ Print Name: Carol Douglass
Title: _____ Title: Exhibits Director

RULES AND REGULATIONS

Exhibit A

1. STATUS OF NAME, ADDRESS, GUARANTY:

The Licensee represents and warrants that the legal name as contained in the Agreement along with all other information in this Agreement are accurate and correct in all respects and makes this warranty as of the date of this Agreement and continuing through its duration. Licensee further represents and warrants that the representative who has signed the Agreement has full, complete and absolute authority to bind the Licensee. Furthermore, the individual executing this Agreement on behalf of the Licensee absolutely, personally, unconditionally, and continually warrants and guarantees Licensee's full and faithful performance of all obligations under this Agreement.

2. INDEMNIFICATION: The Licensee hereby covenants and agrees to fully exonerate, indemnify, defend and hold harmless the Youth Fair, its Agents, employees, directors and officers, each severally and separately from and against all claims, suits, action, losses, damages, fines, penalties, liabilities, judgments, 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 Youth Fairgrounds, including, without limitation, its use by Licensee's agents or employees exercise of any rights under the Agreement; breach of any term, warranty or provision of this Agreement by Licensee; the operation on the Youth Fairgrounds, or the carelessness, negligence or improper conduct of the Youth Fair, its agents, employees, directors or officers, or any other third party; or any act or omission of Licensee, its employees, officers, or agents. All such liability is hereby expressly assumed by Licensee. Such indemnification shall not apply to injury to persons or damage to property arising out of the Youth Fair's gross negligence or willful misconduct. This provision shall expressly survive termination of this Agreement.

3. RETENTION OF YOUTH FAIR PRIVILEGES:

The waiver or failure of the Youth Fair to insist on strict and prompt performance of the terms of this Agreement and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of 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.

4. CANCELLATION OR DEFAULT BY LICENSEE:

Should the Licensee fail to timely appear and set up for the Youth Fair or fail to perform the

conditions and requirements set forth in the Agreement, this Agreement shall be canceled and shall in all respects be deemed null and void. Should the Licensee default in the performance of any of the terms and conditions of this Agreement, the Youth Fair, at its option, may cancel this Agreement 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 Agreement, 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 this Agreement and the Licensee shall have no recourse of any kind against the Youth Fair and the relation of the parties shall be in all respects as if said term had fully expired.

5. ASSIGNMENT: This Agreement is personal between the Youth Fair and Licensee. Licensee may not assign any interest in the Agreement, without the Youth Fair's prior written consent, which consent shall be within the Youth Fair's sole discretion.

6. OTHER CONDITIONS: It is mutually agreed that any and all matters not expressly provided for in this Agreement will be at the sole discretion of the Youth Fair.

7. SOLICITORS: Licensee may advertise and display from within Licensee's stage area only. No soliciting or distributing of flyers is permitted anywhere on the Youth Fairgrounds.

8. NATURE OF YOUTH FAIR: The parties hereto acknowledge and agree that the majority of the Youth Fair exhibitions are student exhibits and the majority of patrons to the Youth Fair are minors. As such, the Youth Fair reserves the right to remove the Licensee from the Youth Fairgrounds when the performance of the Licensee which Youth Fair, in its sole opinion, deems objectionable. Should the Youth Fair exercise its rights hereof, Licensee agrees to forego any and all claims for damages against the Youth Fair as result of the Youth Fair's actions.

9. STORAGE: Licensee assumes all responsibility for all goods, materials, exhibits, displays, articles and other tangible personal property in or on the Youth Fairgrounds before, during or after the Youth Fair and the Youth Fair assumes no responsibility for said items. Licensee agrees to assume all risk or loss of said property and will defend, indemnify and hold the Youth Fair harmless from any and all loss.

10. INSURANCE: The Youth Fair may require Licensee to furnish insurance coverage in kinds and amounts satisfactory to the Youth Fair.

11. **INTELLECTUAL PROPERTY:** The Youth Fair reserves all rights and privileges for outgoing television, radio, internet and other electronic and computer generated broadcasts originating from the Youth Fairgrounds, including Licensee’s performance(s). Youth Fair shall advertise the Licensee performance(s), and utilize Licensee’s likeness, to any extent and through any medium desired, as it deems appropriate. Licensee in carrying out its rights and responsibilities hereunder shall not infringe upon any patent, copyright or trademark owned by any third party. Licensee agrees to indemnify, defend and hold the Youth Fair harmless from any claims, damages, or costs, including legal fees, which might arise from any infringement or alleged infringement. 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.

12. **NOTICES:** (a) **Method of Giving Notice.** All notices or other communications permitted or required to be given under this Agreement shall be given in writing, and delivered to the Licensee or to the Licensee at their respective business addresses indicated on page one (1) of the Agreement 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.

13. **ENTIRE AGREEMENT:** All terms and conditions of this Agreement shall be binding upon the parties, their heirs, and representatives and cannot be waived or modified by any oral representation or promise of any Licensee or other representative of the parties hereto unless the same be in writing and signed by the duly authorized Licensee or Licensees who executed this Agreement. Such written document must be incorporated by specific reference therein as a part of this Agreement. Neither party may rely on any oral representations and must look solely to the terms of this Agreement. This Agreement 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.

14. **LANGUAGE:** Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders where the context permits.

15. **PARAGRAPH HEADINGS:** The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.

16. **SEVERABILITY:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of this Agreement 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Handwritten or typewritten provisions inserted into this Agreement and initialed and dated by all parties shall control over all typewritten provisions in conflict therewith.

18. **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.

19. **ATTORNEY'S FEES:** Any reference to attorney's fees in this Agreement applies only to the indemnity given by Licensee to the Youth Fair and not to any other term, provision and condition hereof.

20. **VENUE:** The venue of any legal proceeding brought in connection with this Agreement or any aspect of the relationship between the parties shall be in Miami-Dade County, Florida.

21. **FLORIDA LAW:** This Agreement shall be considered to have been executed in Miami-Dade County, Florida, and shall be interpreted, construed and enforced in accordance with the laws of Florida and no other.

22. **TIME:** Time is of the essence of all of the provisions and terms of this Agreement.

23. **MATTERS SURVIVING TERMINATION:** Unless otherwise provided in this Agreement, all of the

RULES AND REGULATIONS

Exhibit A

terms, provisions, representations and warranties, and all remedies available to any party, shall survive termination of this Agreement.

24. MEDIATION: Prior to beginning any lawsuit under this Agreement, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the Florida Rules of Civil Procedure 1.700-1.730 (and FRCP 1.750, excluding subsection (b)) together with the rules of the American Arbitration Association or the Foundation for Dispute Resolution. Accordingly, the parties agree to strictly follow said rules and abide by any agreement made as a 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 Agreement. This provision is a material inducement to the Youth Fair entering into this Agreement.

25. 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 suit, proceeding, counterclaim, or any other litigation or proceeding based upon or arising out of this Agreement or any related agreement or instrument, or any course of action, course of dealing, statements (whether verbal or written) or actions relating to this Agreement, including any tort claims or claims for fraud, misrepresentation, breach of fiduciary, antitrust, etc. 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 Agreement. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.

GENERAL CONDITIONS
Miami-Dade County Fair & Exposition, Inc. (YOUTH FAIR)
and
(ARTIST)
March 14 – April 7, 2024

1. YOUTH FAIR will not provide hotel accommodations, food, beverages, transportation or any fees except as specified in this Agreement.
2. YOUTH FAIR will provide a stage and basic sound system.
3. ARTIST will supply own costume and all props and equipment necessary to perform show.
4. YOUTH FAIR will provide security and ushers for shows as needed.
5. All shows at YOUTH FAIR are to be family-oriented, “G-rated”. No offensive language permitted. Performers must be neatly and modestly dressed at all times while on the fairgrounds. Costumes must be conservative, clean and in good condition.
6. Smoking/vaping is not permitted while performing or any time while out among the fairgoers. Alcohol and illegal substances are not permitted anywhere on the fairgrounds.
7. It is agreed that if, by reason of Acts of God, fire or for other good sufficient reasons beyond the control of YOUTH FAIR, it shall prove to be impossible or impractical to conduct performance event as scheduled, this Agreement and all of its provisions shall be null and void.
8. No filming, taping, etc. will be permitted without the express approval of YOUTH FAIR management. Any filming done must not obscure audience’s view of show.
9. Upon signing contract ARTIST will provide YOUTH FAIR with high quality color photographs for publicity purposes.
10. ARTIST will not promote, mention, or display materials for any company, sponsor, entity, or venue other than official sponsors(s) of Jack Griffith Playhouse Stage to the audience or anywhere on the fairgrounds.
11. ARTIST is not permitted to distribute any literature or post any signage at the venue or on the fairgrounds with prior approval of YOUTH FAIR. Business cards may be given out only if a YOUTH FAIR patron specifically requests one.

INITIALS _____

12. ARTIST must guard his own personal property and equipment. YOUTH FAIR will not assume liability for theft, damage or loss of same.
13. All music and spoken word must be secular, in order to appeal to (and not offend) fairgoers of all creeds, beliefs and religions.
14. Audience members are not allowed on stage without prior approval of YOUTH FAIR. Artist is not permitted to throw or toss objects of any kind toward, over, or into the audience during any performance. Any audience participation must have prior approval of YOUTH FAIR management.
15. It is understood that there is to be no more than 95DB at the mix location. If YOUTH FAIR management deems sound is too loud, sound crew and artist will cooperate to immediately reduce volume.
16. Artist will not solicit or accept tips on the fairgrounds.
17. Any photographs taken by YOUTH FAIR photographer during run of YOUTH FAIR may be used in YOUTH FAIR advertising or publicity.
18. No merchandise may be sold without prior permission from YOUTH FAIR. YOUTH FAIR will receive 25 percent commission from the sale of such merchandise. ARTIST will be responsible to report and pay his own Florida sales tax on sale of merchandise.
19. ARTIST will attempt to comply with reasonable requests for appearances or interviews with media.
20. Any use of flammable materials in show must have prior approval of YOUTH FAIR's management and Safety Team.

INITIALS _____