



Web: <https://ircclorida.org/>
Email: Board@ircclorida.org

IRCC DIWALI FESTIVAL OF LIGHTS – NON-PROFIT ORGANIZATION PARTICIPATION AGREEMENT - RULES, GUIDELINES AND TERMS AND CONDITIONS

Non-Profit Organization has submitted to IRCC an application, for participation in IRCC Festival of Lights event, which IRCC has subsequently accepted. IRCC and Non-Profit Organization hereby wish to enter into this Non-Profit Organization Participation Agreement on the following Terms and Conditions.

This Agreement, by and between the Festival of Lights Committee of Indian Regional and Cultural Center, referred to hereinafter as “IRCC” and Registered Non-Profit Organization, hereinafter referred to as “Non-Profit Organization” shall be effective on the date of online registration and will remain in effect for so long as applicable. The definition of “Non-Profit Organization” for the purpose of the agreement will be understood to be the non-profit organization executing this Agreement, its officers, partners, members, employees or agents.

1. REGISTRATION FORM

- a) All Non-Profit Organizations must complete the registration form by the deadline specified in the online form.
- b) All forms should be submitted online on the IRCC website – using the Diwali Non-Profit Organization registration form. Upon online form submission, a confirmation email will be sent to the email address provided in the form. If you do not receive any email, then please contact IRCC Board via e-mail (Board@ircclorida.org). The form must be completed in full.
- c) There is no payment charged to valid, registered non-profit organizations for participating in this event.

2. GENERAL TERMS

- a) By submitting the form online, the Non-Profit Organization agrees to abide by all guidelines, rules, terms, and conditions specified in this document and on the IRCC website. The Non-Profit Organization also agrees that the contact person submitting the form on the IRCC website has the authority to bind the Non-Profit Organization into this agreement with IRCC.

3. REVIEW AND APPROVAL OF APPLICATION

- a) The IRCC Board will review all submissions and approve or deny the submission. The IRCC Board will have exclusive authority to determine whether to accept a Non-Profit Organization application.

4. SETUP TIME AND PRICING INFORMATION

- a) Date of event: Saturday, November 16, 2024
- b) Time of event: 12:00 noon to 10:00 pm
- c) Setup time: 7:00 am to 10:00 am on the day of event. Prior to set up please register at the Check-in Desk (Follow signs).
- d) Setup must be completed by 10:00 am on the day of the event.

5. GENERAL TERMS

- a) Each Non-Profit Organization is responsible to purchase their own entrance tickets to the Diwali Festival of Lights event.

- b) Each Non-Profit Organization will pay for their own parking as per current Broward County Convention Center parking area charges.
- c) Non-Profit Organizations are not allowed to sell products at the event. Giving away water, alcoholic/non-alcoholic drinks, national brand soda beverages is not permitted.
- d) Members of the Festival of Lights Committee reserve the right to confiscate any and all property of Non-Profit Organizations who have violated any of the above provisions and who refuse to leave the festival of Lights event at the Broward County Convention Center in cases of expulsion.
- e) Upon signing this agreement, Non-Profit Organizations agree that no legal recourse can be taken if the Festival of Lights rules have been violated.
- f) IRCC reserves the right to forfeit any space that remains unoccupied on the opening day by 10:00 am. The Committee at its discretion may use said space in any other manner IRCC feels necessary.
- g) Anyone visiting, viewing, or otherwise participating in the Non-Profit Organization's exhibit is deemed to be the invitee or licensee of the Non-Profit Organization, rather than the invitee or licensee of IRCC.
- h) Non-Profit Organizations are NOT allowed:
 - i. To use any kind of audio (Public address) system including speakers, microphones, etc.
 - ii. To display banners outside their booths.
 - iii. To distribute literature or souvenirs from outside the boundaries of their booth.
 - iv. To pursue any fund raising by any means of subletting of booth space.
- i) Non-Profit Organization will be charged a penalty:
 - i. If Festival of Lights Committee must incur additional cleaning expenses to clean the Non-Profit Organization booth area.
 - ii. If the properties/articles provided by Festival of Lights Committee to the Non-Profit Organization are returned broken/damaged or NOT returned at all.
 - iii. If Festival of Lights Committee must incur any fines/penalties due to the negligence of the Non-Profit Organization.

6. TERMS OF OPERATION

- a) Non-Profit Organizations need to setup their booth on as per timing decided by IRCC.
- b) Loading and Unloading - Motor vehicles will be allowed at the Vendor Gate (NOT INSIDE THE HALL) for loading and unloading purposes only. Non-Profit Organizations arriving after 10.00 am on the day of the event will not be allowed under any circumstances. Non-Profit Organizations will follow all rules and regulation described by Broward County Convention Center.
- c) Please make your own arrangement to MOVE IN/OUT from the Exhibit Hall. NO help will be provided by IRCC.
- d) CAR/VAN/TRUCK are NOT allowed inside the Organization Hall. Please bring your own hauling cart to move your goods from Hall-A RAMP to the Organization Hall.
- e) All construction and dismantling of exhibits must be carried out during the times stipulated in the Non-Profit Organization Package. No exhibit may be erected after the exhibition opens, or dismantled before the official breakdown time, which is 10:00pm EST.
- f) Non-Profit Organization will be responsible for prompt cleaning of any spills or trash in or near their assigned booth that may pose a safety risk to attendees.
- g) No makeshift or hand scribbled signage is allowed. All signage should look professional and identify the organization.
- h) Whenever possible, crates or boxes will be stored under cover. IRCC assumes no responsibility for damage or loss of packing boxes or crates.
- i) Exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others.
- j) Merchandise, signs, decorations, or display fixtures shall not be pasted, taped, nailed or tacked to walls. No exhibit, merchandise or equipment shall be left in any aisle, but shall be confined to Exhibit space. Nothing should be displayed outside Exhibit space or be projecting beyond limits of Exhibit

space. There should be no interference with any neighboring Exhibit. Exhibits should not project beyond the space allotted or obstruct the view or interfere with traffic to other exhibits.

- k) Non-Profit Organization must comply with all union regulations applicable to installation, dismantling, and display of the Exhibits.
- l) Non-Profit Organizations will NOT be provided electricity with their registration.
- m) The Non-Profit Organization shall not pack merchandise in paper, straw, excelsior or any other readily inflammable materials. All cartons stored in the booth or exhibit shall be emptied of contents. Non-Profit Organization shall use no inflammable decorations or covering for display fixtures and all fabrics or other material used for decoration or covering shall be flameproof.
- n) Non-Profit Organization will not be permitted to store packing crates and boxes in the booth or the Exhibit Hall during the event. It is the Non-Profit Organization's responsibility to mark and identify all crates and boxes. Crates and boxes not properly labeled may be destroyed. No trunks, cases, or packing material shall be brought into or out of the booth space during exhibit hours.
- o) Non-Profit Organization and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of IRCC is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to booth space. IRCC, in its sole and absolute discretion, may withdraw its consent at any time, in which event Non-Profit Organization shall terminate such activity immediately. All promotional plans must be submitted to IRCC for approval. Distribution of pamphlets, brochures, or any advertising matter must be confined to the booth space. Non-Profit Organization is prohibited from bringing alcoholic beverages into the booth Area. Non-Profit Organization shall refrain from any action that will distract attendees from attendance at the Non-Profit Organization during open hours. Non-Profit Organization shall not lead attendees from one booth space to another or to elevators or escalators. Non-Profit Organization or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

7. LIABILITY

- a) Non-Profit Organization hereby releases, holds harmless and agrees to indemnify IRCC, its officers, directors, representatives, employees and agents from any loss of damage whatsoever to Non-Profit Organization property.
- b) Non-Profit Organization, including all its owners, agents, employees, employers or assigns, hereby acknowledges that it is an independent contractor in the provision of services under this Agreement and therefore shall be solely and exclusively responsible for any and all risks, claims, losses, damages, or causes of action whatsoever arising from Non-Profit Organization's participation or activities under this Agreement.
- c) Non-Profit Organization, including all of its owners, agents, employees, employers or assigns, hereby releases and waives any and all claims for personal injury, product liability, theft, breakage, or any other damage, against IRCC, Broward County Convention Center and Broward County, its owners, agents, employees, employers or assigns, from or otherwise arising from Non-Profit Organization's participation or activities under this Agreement.
- d) Neither IRCC, Broward County Convention Center or Broward County shall be liable for any loss or damage to the property of Non-Profit Organization or any of its representatives, employees, agents, patrons and guests, because of fire, robbery, accidents or any other cause whatsoever that may arise from Non-Profit Organization's use or occupancy or its allocated space during the event.
- e) Non-Profit Organization agrees to indemnify and hold harmless owners, agents, employees, employers or assigns of IRCC, Broward County Convention Center and Broward County against all claims of any person whomsoever, from acts of omissions of Non-Profit Organization, its owners, agents, employees, employers or assigns and guests.

- f) IRCC shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, terrorism, or any other cause beyond its control.
- g) Non-Profit Organizations assume full responsibility and liability for the actions of their agents, employees of independent contractors, whether acting within or without the scope of their authority and agree to hold harmless IRCC and the Broward County Convention Center from responsibility for liability resulting directly, or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees, or independent contractors, whether within or without the scope of authority. There is not any other agreement or warranty between the Non-Profit Organization and IRCC except as set forth in this document.
- h) The rights of IRCC under this contract shall not be deemed waived, except as specifically stated in writing and signed by an authorized officer of IRCC. The Non-Profit Organization agrees by the signed application and contract to indemnify IRCC against all liability resulting from negligence of the Non-Profit Organization, his/ her agents, or employees, and shall reimburse the IRCC for any loss or expense incurred by the IRCC for reasons of such negligence.
- i) In case the grounds are damaged or destroyed by fire, elements, or any other cause, or if circumstances shall make it impossible for IRCC to permit a Non-Profit Organization or Non-Profit Organizations to occupy the space assigned during any part or the whole of the period covered, then during such circumstances, IRCC will not be liable for the fulfilment of this contract as to the delivery of space.
- j) Non-Profit Organization will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event by them. Non-Profit Organization agrees to indemnify, defend and hold IRCC and Broward County Convention Center harmless from any claims or costs, including legal fees, which might arise from use of any such material. IRCC name, the festival name and logos are protected trademark service marks and may not be used without the express written consent of IRCC.
- k) The entry and presence on the event premises by the Non-Profit Organization and/or the Non-Profit Organization's staff constitutes the Non-Profit Organization's consent to be photographed, filmed, and/or otherwise recorded and to the release, publication, exhibition, or reproduction of any and all recorded media of their appearance, booth, voice, and/or name for any purpose whatsoever in perpetuity in connection with IRCC and its initiatives, including, by way of example only, use on websites, in social media, news and advertising.
- l) Any and all matters not expressly provided for in this document or on the IRCC website will be at the sole discretion of IRCC.

8. SUBLETTING OR ASSIGNMENT

- a) Non-Profit Organizations shall not sublet, share, assign or donate allotted booth space, in whole or in part. Non-Profit Organization shall occupy only the assigned booth space.
- b) IRCC shall assign booth space to the Non-Profit Organization in priority order based on receipt of a completed, signed Application. Such assignment is made for the period of this event only and does not imply that the same or similar space be held or offered for future events. IRCC, in its sole discretion, reserves the right to make changes in booth assignments that it deems are in the overall best interest of the festival of lights event. IRCC reserves the right to withdraw its acceptance of this Contract if it determines in its sole discretion that the Non-Profit Organization is not eligible to participate, or the Non-Profit Organization's product or services are not eligible to be displayed in this event.

9. MISCELLANEOUS

- a) IRCC reserves the unilateral right to cause the interruption of the Festival of Lights in the interest of public safety (or any other reason it deems necessary) and to likewise cause the termination of such

Festival of Lights when, in the sole and arbitrary judgment of any County, State or Federal agency or its agents, including but not limited to the Broward County, Health Department or Fire Department, such action is necessary in the interest of public safety, health and welfare.

- b) Duly authorized representatives of Broward County Convention Center may enter the event at any time and occasion without any restrictions whatsoever. Non-Profit Organization 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 Broward County Convention Center official in the operation of the Convention Center; however, such interference shall not relieve Non-Profit Organization from any obligations hereunder. Non-Profit Organization shall comply and shall require its agents, Non-Profit Organizations, 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 IRCC and Broward County Convention Center from time to time. Non-Profit Organization agrees that at all times it will conduct its activities with full regard for public safety. Non-Profit Organization 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 Non-Profit Organization and shall not be for any purpose other than ingress or egress to and from the Convention Center and all electrical panels and doors as well as all safety and emergency exits shall not be obstructed in any way. Non-Profit Organization also shall not use, store, or permit to be used or stored in or on any part of Convention Center 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 Convention Center covered by this Contract. 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 Broward County, Florida, before the same are installed.
- c) Non-Profit Organization agrees, at all material times Non-Profit Organization is at the festival, 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 Non-Profit Organization shall be in possession of such hazardous or toxic waste, the Non-Profit Organization shall immediately notify IRCC and the Broward 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 event relative to such materials. Additionally, Non-Profit Organization agrees not to dispose of any refuse or empty any fluids on the ground. In the event the Non-Profit Organization or its agents, Non-Profit Organizations, sub-licensees, concessionaires, or employees dump grease in the Broward County Convention Center's sewer system, or at locations not authorized by Broward County Convention Center, or shall otherwise violate the provisions of this paragraph, IRCC shall subject Non-Profit Organization to a fine of \$1,000.00 for each infraction and Non-Profit Organization shall be deemed in material breach of this contract and subject to immediate removal from the event.
- d) Non-Profit Organization assumes all responsibility for all goods, materials, exhibits, displays, articles, and other tangible personal property in or on the Convention Center before, during or after the event and IRCC assumes no responsibility for said items.
- e) The waiver or failure of IRCC to insist on strict and prompt performance of the terms of this contract and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of IRCC'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 Non-Profit Organization.

- f) It is mutually agreed that any and all matters not expressly provided for in this Contract will be at the sole discretion of IRCC.
- g) The effective date of this contract shall be the date on which the registration form was accepted by IRCC after being submitted by the Non-Profit Organization.
- h) Whenever used in this agreement, 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.
- i) 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.
- j) 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.
- k) Non-Profit Organization agrees to observe and abide by all the foregoing Terms and Conditions of this agreement and by such additional terms and conditions made by IRCC from time to time for the efficient or safe operation of the event including, but not limited to, those contained in this agreement and various Forms/Applications to be filled in by the Non-Profit Organization. The rights of IRCC under this agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of IRCC.

This agreement shall be governed by and under the laws of State of Florida and any legal action or proceeding with respect to this Agreement shall be brought exclusively in the state and federal courts located in Broward County, Florida and the Non-Profit Organization waives any objection to venue in any such court or to any claim that any such court is an inconvenient forum. No Non-Profit Organization or Non-Profit Organization representative may act in the manner contrary to the Laws of the United States, State of Florida, Broward County, or bylaws of IRCC and Broward County Convention Center.

Non-Profit Organization certifies that Non-Profit Organization has read the Terms and Conditions of Non-Profit Organization Participation Agreement and agrees to abide by its rules and all terms and conditions set forth therein.

By submitting the registration form to IRCC, Non-Profit Organization understands that this process results in a binding contract between IRCC and the Non-Profit Organization, if and after IRCC subsequently accepts the registration.