

## Sponsorship Payments<sup>1</sup>

K. **Payment.** All payments due from Sponsor, if any, as outlined on the front page of this Agreement, shall be in the form of wire transfer, checks, or credit card payments made payable to “Florida International University” and shall be due on or before the Due Date listed on the front page of this Agreement. Sponsorship payments are **non-refundable**. If Sponsor fails to make payment by the Due Date, Sponsor agrees to pay a late fee in the amount of 3% (three percent) of Sponsor’s Cash Contribution. Additionally, should Sponsor fail to make payment prior to the start of the [Publish Date] Festival, Sponsor shall not be permitted to access the [Publish Date] Festival or any Festival Event(s), including those for which it is involved, until payment is received by the Festival. If the Festival and/or any applicable Festival Event(s) conclude without the Festival receiving payment from Sponsor, Sponsor agrees to reimburse the Festival for all costs incurred by the Festival related to Sponsor and for all marketing/publicity benefits received by Sponsor.

## Ticket Sales<sup>2</sup>

**All Sales Final / No Refunds, No Exchanges**

### No Replacements

All events, prices, personalities, performances, venues, dates and times are subject to change without notice. All sales are final. This ticket will not be replaced, **refunded** or exchanged for any reason whatsoever. Pursuant to s. 817.36, Florida Statutes, this ticket may not be resold for more than \$1 over the original admission price, nor may any resale occur on any property where an event is being held without the prior written consent of the Festival Organizers.

### Inclement Weather / Other Loss

Festival Organizers shall have no responsibility, financial or otherwise, for Event cancellation, delay or interruption due to inclement weather or other acts beyond its control and will not **refund** Holder in such situations. Festival Organizer is not responsible for lost or stolen articles at the Event.

### Unacceptable Behavior.

Unacceptable behavior will not be tolerated whether by an attendee, media, speaker, volunteer, organizer, venue staff, partner, sponsor, or exhibitor. Anyone asked to stop unacceptable behavior is expected to immediately comply. If anyone is found to be engaging in unacceptable behavior, the event organizers may take any action they deem appropriate, up to and including expulsion from the event without warning or **refund** and if appropriate, involvement of local law enforcement. Unacceptable behaviors include:

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<sup>1</sup> This language is contained in the 2020 SOBEWFF Sponsorship Agreement template

<sup>2</sup> This language in this section is posted on our website at <https://2019.sobewff.org/about/terms-privacy-policy/>

1. Intimidating, harassing, abusive, discriminatory, derogatory, or demeaning conduct by any attendee of the event or related event activities. Many event venues are shared with members of the public; please be respectful to all patrons of these locations.
2. Physical or verbal abuse, intimidation, threats, annoyance, harassment, stalking, pushing, shoving or use of any physical force whatsoever against any person, which in any way creates a disturbance that is disruptive or dangerous, or creates apprehension in a person, as determined by the Festival and its event management, in their sole discretion.
3. Possession of a weapon or any item that can be used as a weapon, which may be used to threaten or cause injury to others if used in a certain manner.
4. Any destruction or vandalizing of personal property or event site or materials.
5. Any boisterous, lewd or offensive behavior or language, using sexually explicit or offensive language or conduct, profanity, obscene gestures, or racial, religious or ethnic slurs.
6. Possessing any open can, bottle or other receptacle containing any alcoholic beverages, except in areas specifically designated for the consumption of alcohol or being intoxicated, as determined by the Festival, in any event venue or function. Please drink responsibly.
7. Possessing any illegal substance, including but not limited to narcotics, marijuana, or other illegal drugs. The Festival does not tolerate the use or abuse of illegal substances anywhere in the event venues.
8. Smoking is not permitted, other than in designated areas.
9. Assembling for the purpose of, or resulting in, disturbing the peace, or committing any unlawful act or engaging in any offensive behavior.
10. Any other illegal activity not already covered above.
11. Failure to obey any of the rules or regulations of the event venues or instructions of the event staff.

## Exhibitors Fees

In case of cancellation, NO **refunds** will be granted for any reason.<sup>3</sup>

D.<sup>4</sup> Payment. All payments due from Participant shall be in the form of wire transfer, check, MasterCard credit card or other charge card payments and shall be due within thirty (30) days of execution of the Agreement (the "Due Date"). If paying by check, the check should be made payable to "Florida International University" and mailed to the address provided in the Notices section hereof, with "SOBEWFF Participant" in the memo line. If Participant fails to make payment by the Due Date, Participant shall be immediately obligated to pay, in addition to the Participant fee, a late fee in the amount of three percent (3%) of the Participant fee in order to retain any participant rights; alternatively, Festival shall be entitled, in its sole discretion, to cancel the Agreement. Participant shall not be permitted to access the 2019 Festival or the Event(s) unless and until full payment is received by the Festival. NO **REFUNDS** WILL BE GRANTED FOR ANY REASON.

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<sup>3</sup> This is on the fact sheet sent to each exhibitor

<sup>4</sup> This language is posted online at <https://corporate.sobewff.org/terms-conditions/>



If the Festival is paying Participant, Festival will make payment in accordance with FIU Regulation 2202 entitled "Prompt Payment." Participant shall submit bills for compensation in sufficient detail for a pre- and post-audit. The Festival's performance and obligation to pay under the Agreement is contingent upon the legislature's annual appropriation. Contractors experiencing payment problems may contact the Vendor Ombudsman at (305) 627-1266. The Festival may require Participant to accept payments due to it via the Festival's EFT/ACH payment process. The Festival cannot make deposits or prepay any amounts; any deposits made are refundable.