

# MODAMIAMI MODAMIAMI 2024 CONCOURS ENTRY AGREEMENT

## SPECIFIC INFORMATION

The Owner desires to enter the following described motor car in a concours ("Concours") to be held by MODAMIAMI LLC ("MODAMIAMI") and in consideration therefore, the Owner and MODAMIAMI agree to be bound by the Conditions of Business included in this Entry Agreement.

### OWNER ("OWNER"):

Name or Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

### EXHIBITOR:

Will you the owner, be exhibiting this car yourself?  Yes  No *(If no, please list your designated exhibitor below)*

Name or Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

### MOTOR CAR INFORMATION ("MOTOR CAR"):

Please include copies or originals of any documentation relating to restoration or history.

Year / Make / Model \_\_\_\_\_

Chassis Number \_\_\_\_\_ Engine Number \_\_\_\_\_ Body Number \_\_\_\_\_

Body Style \_\_\_\_\_ Exterior Color \_\_\_\_\_ Interior Color \_\_\_\_\_

Cylinders Number \_\_\_\_\_ Coachbuilder \_\_\_\_\_

Class \_\_\_\_\_

**PLEASE ANSWER THE FOLLOWING QUESTIONS TO THE BEST OF YOUR ABILITY:**

1. Do you wish to have the motor car judged?  Yes  No
2. What year did you acquire the motor car? \_\_\_\_\_
3. Please check the body type:  Closed (Town Cars are considered closed)  Convertible (Roll-up Windows)  
 Open (no side windows, but may have side curtains)  If unsure, please list body style: \_\_\_\_\_
4. Is this the original unmodified chassis or frame?  Yes  No
5. Is this the original serial number engine?  Yes  No
6. Has the engine been modified from its original specifications?  Yes  No
7. Has the body or interior been modified from its original configuration?  Yes  No
8. Has the motor car ever been repainted, restored or reconstructed?  Yes  No
9. Has this motor car been shown previously elsewhere in the last 5 years?  Yes  No  
If Yes, please write the year and event: \_\_\_\_\_
10. Do you plan to submit the motor car for other events prior to the 2024 event?  Yes  No  
If Yes, please write the year and event: \_\_\_\_\_
11. How would you like your name to be listed in the program?  
 Exactly as listed under Owner Information  Other: \_\_\_\_\_
12. Brief Car Description (100 to 300 words maximum)

**DEADLINE: 30 SEPTEMBER 2023**

Submit completed entry agreements with supporting documentation and photographs.

Submit by E-mail:  
**concierge@modaevents.com**

**SIGNATURES:** Both parties agree to be bound by the Conditions of Business included in this Entry Agreement.

Accepted by Owner:

Accepted by MODAMIAMI:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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## CONDITIONS OF BUSINESS

### 1. Introduction:

- 1.1. Your Motor Car(s) has been invited to participate in the Concours (as defined on page 1 of the Entry Agreement). These Conditions of Business (the “Conditions”) outline the contractual relationship and obligations between MODAMIAMI (as defined on page 1 of the Entry Agreement) and the Owner (as defined on page 1 of the Entry Agreement) in relation to the Concours which the Owner wishes to enter their Motor Car(s) into.
- 1.2. Please ensure that you read and understand these Conditions prior to entering a vehicle into the Concours (the “Motor Car(s)”).
- 1.3. MODAMIAMI’s contractual relationship with the Owner is governed by:
  - 1.3.1. These Conditions;
  - 1.3.2. The Conditions, notices, or addendums displayed on MODAMIAMI’s website; and
  - 1.3.3. In each case as amended by any notice or announcement at the Concours.(clauses 1.3. to 1.3.3. collectively, the “Contractual Obligations”)

2. **Motor Car(s) Operation:** The Owner warrants that the Motor Car(s) is in a safe, operable condition to be driven or moved by MODAMIAMI’s employees or representatives. The Owner acknowledges that, should MODAMIAMI, at MODAMIAMI’s sole discretion, determine that the Motor Car is not safe to operate or move, MODAMIAMI may prevent the Motor Cars(s) from entering the Concours.

3. **Drivers:** The Owner acknowledges and grants permission for MODAMIAMI and its employees and agents to drive or move the Motor Car(s) from time to time before, during, or after the Concours. THE OWNER ACKNOWLEDGES THAT IT IS THE OWNER’S RESPONSIBILITY TO MAINTAIN SUFFICIENT INSURANCE COVERAGE TO PERMIT SUCH DRIVING OR MOVING, AND THE OWNER SPECIFICALLY AGREES TO INDEMNIFY, DEFEND (WITH MODAMIAMI’S SOLE CHOICE OF COUNSEL), AND HOLD MODAMIAMI AND ITS AFFILIATES HARMLESS FROM ANY CLAIMS, DEMANDS, LOSSES, EXPENSES, DAMAGES, COSTS, ACTIONS, AND LIABILITIES, INCLUDING WITHOUT LIMITATION TO COURT COSTS AND ATTORNEYS’ FEES, OF WHATEVER KIND OR NATURE THAT MAY OR MAY NOT OCCUR, WHETHER KNOWN OR UNKNOWN, ON THE ACCOUNT OF, ARISING OUT OF, OR RELATED TO SUCH DRIVING OR MOVEMENT OF THE MOTOR CAR(S).

### 4. Cancellation of Concours:

- 4.1. MODAMIAMI will use reasonable efforts to avoid cancellation/rescission of the Concours; however, MODAMIAMI has the sole discretion to cancel/rescind the Concours and will not be liable to the Owner for any losses or damages resulting from the cancellation/rescission if MODAMIAMI believes the following events have occurred or have a reasonable chance of occurring:
  - 4.1.1. Force majeure events;
  - 4.1.2. Government/court actions.

5. **Insurance:** The Owner will be responsible for maintaining adequate property insurance on the Motor Car(s) at all times, which in each case shall include insurance for damages to the Motor Car(s) and shall not be cancellable by the insurance company until the Concours is complete.

### 6. Liability:

- 6.1. In the event of loss, damage, liability or injury to the Owner or the Motor Car arising from the Concours (as defined on page 1 of the Concours Entry Agreement), the Owner will indemnify, defend (with MODAMIAMI’s sole choice of counsel), and hold MODAMIAMI and its affiliates harmless from any claims, demands, losses, expenses, damages, costs, actions, and liabilities including, and without limitation to, court costs and attorneys’ fees, of whatever kind or nature that may or may not occur, whether known or unknown, on the account of, arising out of, or related to the Concours.

- 6.2. In the event of loss, damage, liability or injury to (1) MODAMIAMI, (2) contractors/agencies, (3) the Biltmore Hotel, (4) attendees of the Event, (5) Sponsors OR (6) anyone else impacted by the Owner’s actions or the Motor Car in relation to the Concours including, but not limited to, the set-up, implementation and take-down, the Owner will be solely responsible and indemnify, defend (with MODAMIAMI’s sole choice of counsel), hold MODAMIAMI and its affiliates harmless from any claims, demands, losses, expenses, damages, costs, actions, and liabilities including, and without limitation to, court costs and attorneys’ fees, of whatever kind or nature that may or may not occur, whether known or unknown, on the account of, arising out of, or related to the Motor Car or the Owner’s actions at the Concours. If the Motor Car or the Owner cause any material damage to the property of the Biltmore Hotel, the Sponsor will immediately provide reasonable compensation (as determined by the Biltmore Hotel) to rectify the material damage to the Biltmore Hotel.

7. **Legal Action:** These Conditions shall be interpreted in accordance with the laws of the State of Florida, U.S., without regard to choice of law principles. Any dispute, claim, or controversy arising out of or relating to these Conditions or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of these Conditions shall exclusively be subject to arbitration, and shall first be subject to mediation as a condition precedent to arbitration. If mediation is unsuccessful, the parties shall proceed to arbitration near Miami, Florida, before one arbitrator and all proceedings shall be conducted in English. The mediation and arbitration shall be administered by the American Arbitration Association pursuant to the AAA Commercial Arbitration Rules and Mediation Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In the event that either party brings action against the other, arising from or relating to the Concours or the Motor Car(s), the prevailing party, as determined by the arbitrator or court, shall be entitled to recover its reasonable attorneys’ fees and costs, including through appeals.

8. **Entire Agreement:** This document shall be binding upon the Parties and their respective heirs, personal representatives, and assigns. Except as otherwise expressly provided herein, these Conditions shall not be modified, except in writing. Whenever used in these Conditions, as the contract requires, the singular number shall include the plural, the plural number shall include the singular, the masculine gender shall include the feminine and neuter, the feminine gender shall include the masculine and neuter, and the neuter gender shall include the masculine and feminine.

### 9. Assignment of Rights:

- 9.1. MODAMIAMI may assign to a third-party without limitation any rights, obligations, remedies and/or relief as provided by law (“Rights”) outlined within these Conditions.
- 9.2. The Owner may not assign the Rights that the Owner is entitled to without the express written permission of MODAMIAMI.

10. **Photography, Videography, and Illustrations:** All photographs, videography, and illustrations commissioned by MODAMIAMI for the Motor Car(s) are the absolute property of MODAMIAMI, and MODAMIAMI shall have the absolute right to use the photographs, videography, and illustrations as MODAMIAMI deems fit.

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Initials