



2018 | St. Augustine Half Marathon

| Expo Contract

Expo Information, Company Information & Order Total

EXPO SCHEDULE

Saturday November 10, 2018 **9am-5pm**
Sunday November 11, 2018 **7am-11am**

1. Company/Organizational Information

Company Name:	DBA:
Product/ Service:	Website URL:
On-site Contact:	Email:
Address:	
City, State, Zip Code:	Phone:
List of approved items to be exhibited:	

2. Order Total

Cost for Expo Booth Space:	Qty	Total
10'x10' \$475.00	_____	\$ _____

* All booths come with (1) table and (2) chairs

Extra Resources

Tables \$15.00	_____	\$ _____
Chairs \$5.00	_____	\$ _____
Electricity \$75.00	_____	\$ _____
Bag Inserts \$350.00	_____	\$ _____
TOTAL:		\$ _____



Vendor Payment Information

5. Payment Type

Check
 Credit Card
 Wire

Please make checks payable to:

Miami Tri Events
 14850 SW 26 ST, Suite 201
 Miami, FL 33185

6. Vendor Payment Information

Company Name:		DBA:	
Name on Credit Card:			
Billing Address:			
City, State, Zip Code:			
Phone:		Email:	
<input type="checkbox"/> Visa	<input type="checkbox"/> Master Card	<input type="checkbox"/> AMEX	<input type="checkbox"/> Discover
CC Account number:			
Expiration Date:		Security Code:	

7. Credit Card Authorization

I hereby authorize the following amount to be applied to the credit card detailed above.

I understand that any amount owed in excess of such authorized total will require authorization on a separate vendor payment/authorization form.

Authorized Total (Total Amount Due):\$ _____ USD

8. Authorization of Card Use

I, the undersigned, hereby certify that: (a) I am the authorized holder and signer of the credit card referenced above; and (b) all information contained in this form is complete and accurate.

I hereby authorize collection of payment for all charges indicated above.

Cardholder Name: _____

Date: _____

Cardholder Signature: _____



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Expo Agreement

By submitting this application, the above-referenced Vendor is confirming its acceptance of, and agreement to, the following:

EXPO VENDOR RULES & REGULATIONS

- 1. Acceptance of Terms.** These Expo Vendor Rules & Regulations (the "Expo Rules") apply to each "Expo" or other vendor exhibition (each, an "Expo") organized by Miami Tri Events. The vendor named in the application above ("Exhibitor") agrees to be bound by the Expo Rules and to any amendments hereto that Operator may from time to time establish.
- 2. Availability.** Applications for space at any Expo are accepted on a first-come, first-served basis, and are subject to availability. Operator reserves the right to, in Operator's sole and absolute discretion: (a) accept or reject any application for any Expo space and/or athlete kit insert on an event-by-event basis; and (b) relocate and/or rearrange exhibit space at any Expo at any time. For the avoidance of doubt, Exhibitor acknowledges that booth preference within any Expo is not guaranteed.
- 3. General Restrictions.** Exhibitor may not assign, transfer, share, sublet, or apportion in whole or in part any allotted Expo space. Exhibitor may promote only Exhibitor's business, products (or products that Exhibitor is otherwise authorized to promote), and/or services at the Expo, and such promotion must occur solely from within the Expo space assigned to Exhibitor by Operator. Exhibitor may not represent more than one (1) brand at any Expo without the prior written approval of Operator. Prior to the Expo, Exhibitor must provide to Operator a written description of all of Exhibitor's proposed activities, samples, products, and giveaway items, all of which will be subject to the prior written approval of Operator. For the avoidance of doubt, Exhibitor may conduct direct sales of approved products only from within the Expo space assigned to Exhibitor by Operator. Exhibitors may not spread out beyond their activation footprint to conduct sales and/or sample to Expo or event attendees
- 4. Safety; Security.** Operator will not be responsible for the safety of exhibits, exhibit material, and/or Exhibitor's property (including without limitation Exhibitor's merchandise) against theft, fires, accident, or any other cause before, during, or after the Expo. Exhibitor understands that the Expo may be held outdoors and that the Exhibitor is responsible for the safety of its exhibit during inclement weather. Although it is anticipated that security personnel will be on duty during non-Expo hours, all property of Exhibitor remains the Exhibitor's sole responsibility. Exhibitor agrees to make provisions for the safekeeping of its exhibit material, merchandise, etc., before, during, and after the Expo.
- 5. Prohibited Activities and Products.** Operator reserves the right to remove Exhibitor and its accompanying exhibit material from the Expo in the event that an activity or presentation is deemed, in Operator's sole and absolute discretion, inappropriate or detrimental to Operator or the professional nature of the Expo. The following goods, products and services are not allowed to be sold, promoted, displayed, or otherwise made available by Exhibitor at any Expo: (a) any Prohibited Merchandise (as defined below); (b) any goods, products, or services that are prohibited at any Expo by such Expo's host venue; or (c) any other product, good, or service that conflicts with any other sponsor or Exhibitor to whom Operator has granted exclusivity (or other preferential right) with respect to such good, product, or service category in connection with the Expo or the applicable event.



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In addition, in no event may Exhibitor use, or permit to be used, any Expo for, in connection with, or to promote any goods, products, services, substances, or methods that are deemed, in the Operator's sole discretion, to be detrimental or harmful to Operator, any Operator Affiliate, any Event, any Event host venue, any participant or athlete thereof. In the event of any claim against Operator (or any Operator Affiliate) that any Exhibited Product, or any other Exhibitor product or service, contains a prohibited substance Exhibitor will cooperate with Operator in the defense of such claim and will indemnify and hold Operator and the Operator Parties (as defined below) harmless from any and all Claims (as defined below) arising out of or in connection with such claim. For the avoidance of doubt, the foregoing is in addition to, and not in place of, any other indemnification obligations set forth in this Agreement. Exhibitor further represents and warrants that the manufacture, packaging, distribution, advertising and sale of each Exhibited Product complies with all applicable laws, statutes, regulations, codes, by-laws, safety standards, and ethical norms (including without limitation all food and beverage regulations such as those created by the U.S. Food and Drug Administration, the Australian Food Standards Certification and Therapeutic Goods Manufacturing Certification, the European Food Safety Authority, the Agri-Food & Veterinary Authority of Singapore, etc.) relating to the manufacture, production, promotion, distribution and sale of such Exhibited Products, including the highest standards of business ethics prevailing in the industry, in particular those relating to child or prison labor and food and consumables safety. If Exhibitor has the right hereunder to provide promotional materials or gift items for placement in any athlete, volunteer, VIP, or media kits at any Event, and Exhibitor desires to promote a product that is a vitamin, supplement, or sports nutrition product (a "Supplement Product"), Exhibitor may only promote a Supplement Product if such Supplement Product has obtained, and will maintain during each such Event, third party certification of such Supplement Product. Currently Operator accepts the following third-party certifications: (A) the NSF Certified for Sport® (www.nsf sport.com); (B) LCG Informed-Sport (www.informed sport.com); or (C) LCG Informed-Choice (www.informed choice.com). Operator reserves the right to recognize or require a specific third party certification for any Supplement Product based on Operator's evaluation of the Supplement Product and its product manufacturing process, and associated assessment of potential risk. If Exhibitor elects to promote any certified Supplement Product in such kits, Exhibitor shall submit to Operator proof of the third party registration when submitting the Supplement Product to Operator for approval. Operator reserves the right to deny (in its sole discretion) the promotion of any Supplement Product in any kit. During each Expo, Exhibitor shall ensure ongoing compliance with all certification requirements for any Supplement Product promoted in any kit and shall immediately report any failure of compliance to Operator. "Prohibited Categories" means (1) sex-related items or services (e.g., pornography, nude or semi-nude establishments, contraceptives, and escort services); (2) tobacco products (e.g., cigarettes, cigars, pipe tobacco, chewing tobacco, and snuff) and e-cigarettes/vaping; (3) gambling (excluding resort casinos and legal lotteries); (4) religious organizations; (5) political candidates/parties and/or any pressure groups; (6) products or services that are illegal in the jurisdiction in which the applicable event takes place; (7) firearms, ammunition, and other weapons and weapons-related items; (8) and recreational drugs (including cannabis and tetrahydrocannabinol (THC), whether or not being promoted for medicinal purposes).



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6. No Sponsorship, Merchandise, Intellectual Property or Media Rights. Unless otherwise expressly set forth in a separate written sponsorship agreement with Operator, Exhibitor is not entitled to, and Operator does not grant to Exhibitor, any sponsorship rights or benefits under this Expo Contract. Unless otherwise expressly authorized to do so pursuant to a separate written license agreement with Operator, Exhibitor shall not sell, promote, produce, display, or otherwise make available any merchandise, goods, products, or services that are Event-branded, Expo-branded, Operator-branded, Operator Affiliate-branded, or branded or marked using the name or logo of any Operator or Operator Affiliate race or event, (a) any other intellectual property of Operator or any Operator Affiliate or (b) any words or marks that refer to, or are suggestive of, or confusingly similar to, the logo, name, location, date, or race distance for any Operator or Operator Affiliate race or event, or any intellectual property of Operator. Unless otherwise expressly authorized to do so pursuant to a separate written license agreement with Operator, in no event may Exhibitor use any photos or video footage or content of any Operator or Operator Affiliate race or event (including such event's Expo), or any photos or video footage or content including any sponsorship designation, any Operator or Operator Affiliate race or event name or logo, or any other intellectual property of Operator or any Operator Affiliate (in each case, whether such footage is owned, or was taken or produced, by Operator, an Operator Affiliate, Exhibitor, or any third party) in any way in any media (including without limitation in any television or Internet broadcast, documentary, movie, web series, or mini-series).

7. Late Arrivals. Exhibitor shall promptly notify Operator if Exhibitor anticipates arriving (or setting up) at the Expo location later than the date or time communicated by Operator as the proper move-in/set-up window. If Exhibitor arrives after the proper move-in/set-up window, Operator reserves the right to (a) re-assign Exhibitor's specific space to a third party to ensure a professional appearance of the Expo (including without limitation having a contiguous row of occupied Expo spaces (i.e., no "gaps") on every day of the Expo), (b) assign Exhibitor to a replacement space, and/or (c) require Exhibitor to move-in/set-up only after the Expo is closed for the day (i.e., "after hours").

8. Tear-Down; Clean-Up. Exhibitor shall remove all exhibits and materials from the Expo only during the time period(s) established by Operator. Exhibitor must leave its Expo space clean (free and clear of all trash and other debris) and in substantially the same condition as when Exhibitor took possession of such space. If Exhibitor fails to do so, Operator may: (a) impose a reasonable fee (which Exhibitor hereby agrees to pay, and hereby authorizes Operator to charge the credit card, if any, provided by Exhibitor to Operator for payment of such fees); and (b) terminate or restrict Exhibitor's rights at future events. For the avoidance of doubt, Exhibitor may not pack up or dismantle its exhibit except during the permitted tear-down time determined by Operator. Operator will not store or ship any items or otherwise be held liable for any property left by Exhibitor after the Expo. Exhibitor must make all post-Expo storage or shipping arrangements in advance of the applicable event.

9. Indemnification. Exhibitor agrees to indemnify, defend, and hold harmless Operator, its affiliates, and each of their respective owners, directors, officers, employees, partners, managers, representatives, and agents, including their successors and assigns (collectively, the "Operator Parties") from and against any and all claims, causes of action, losses, damages, injuries, deaths, harms, liabilities, suits, proceedings, settlements, judgments, awards, fines, penalties, taxes, court costs, fees (including any attorneys' fees, legal fees, expert fees, accounting fees, or advisory fees), charges, costs, or expenses (collectively, "Claims") directly or indirectly arising out of, relating to, or in connection with: (a) operation, use, set-up, tear-down, over-stay, or holdover of Exhibitor's Expo space (including without limitation any injury or death to any person, or any loss, damage, theft, or destruction of any property, in connection with such Expo space);



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(b) any items, materials, or other products or services provided or made available by Exhibitor at any Expo, including without limitation any product liability claim related thereto; (c) any violation or breach by Exhibitor of any of the Expo Rules; (d) any action or failure to act by Exhibitor in connection with its performance of any obligation under the Expo Rules; (e) any unauthorized use by Exhibitor of any intellectual property of Operator or any third party; or (f) any failure by Exhibitor to comply with any applicable federal, state or local laws, regulations or codes in connection with its performance of its obligations under the Expo Rules

10. LIMITATION OF LIABILITY. The aggregate liability of the Operator Parties for any and all Claims arising out of or in connection with the Expo Rules, any Expo, or any other claim, will be limited to the dollar amount of the funds actually received (and not returned) hereunder by Operator from Exhibitor. Notwithstanding anything to the contrary in the Expo Rules, none of the Operator Parties will be liable for lost profits or any special, indirect, consequential, or punitive damages. The limitation of liability set forth herein is for any and all Claims and other matters for which any Operator Party may otherwise have liability arising out of or in connection with the Expo Rules or any Expo, whether the Claim arises in contract, tort, statute, or otherwise, and this limitation of liability is cumulative, with all payments for Claims in connection with the Expo Rules or any Expo being aggregated to determine satisfaction of the limit. The existence of one or more Claims will not enlarge the limit.

11. Cancellations or Changes by Exhibitor. The cancellation of any Expo space reservation by Exhibitor will result in a complete forfeiture by Exhibitor of the total amount(s) due for such Expo space reservation; provided, however, that if Exhibitor notifies Operator in writing of Exhibitor's intention to cancel such reservation at least thirty-one (31) days prior to the opening date of such cancellation's Expo. If Exhibitor fails to attend expo and does not notify 31 days before event the Exhibitor will not receive a refund.

12. Other Cancellations and Changes. If any event other than a force majeure event prevents Operator from holding the Expo in its entirety (other than because of gross negligence or misconduct by Exhibitor), Operator will return the amount paid by Exhibitor for its Expo space reservation with respect to the Expo of the cancelled event, including any deposit. If for any reason Operator determines that the location of the Expo should be changed or the dates of the Expo postponed or changed, no refund will be made and Operator shall assign to the Exhibitor, in lieu of the original space, such other space as Operator deems appropriate, and the Exhibitor agrees to use such space in accordance with the Expo Rules. Except to the extent expressly set forth herein, Operator will not be financially or otherwise liable to Exhibitor if the Expo is cancelled, postponed, or relocated.

13. Assignment; Binding Effect; No Third-Party Rights. Exhibitor may not assign or delegate any of its rights or obligations under the Expo Rules or with respect to any Expo unless Exhibitor obtains Operator's prior written consent to such assignment or delegation. Any purported assignment or delegation in violation of the Expo Rules is void and of no effect. The Expo Rules are binding on, and will enure to the benefit of, Exhibitor and its successors and permitted assigns (or, as applicable, its heirs and representatives), and Operator and its successors and assigns. Subject to the immediately preceding sentence, no third party has or will have any rights or remedies under or in connection with the Expo Rules.

14. Governing Law; Dispute Resolution. The Expo Rules (and the accompanying Expo Vendor Application) is governed by the laws of the State of Florida, without regard to any conflicts of law principals. Any dispute or disagreement between the parties in connection with either any interpretation of the Expo Rules or the performance or nonperformance thereof shall be settled by direct negotiations between the parties, and if such direct negotiations are unsuccessful, then by arbitration before the American Arbitration Association. Unless otherwise agreed to by both parties in writing, any such arbitration shall be conducted in Tampa, Florida. For the purpose of judicial enforcement, the judgment upon any award rendered by the arbitration tribunal may be entered in any court having jurisdiction thereof.



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15. Interpretation. The captions and section headings in the Expo Rules are for convenience of reference only and will not affect or be utilized in construing or interpreting the Expo Rules or any portion hereof. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision will be deemed to be severed from the Expo Rules. The Expo Rules will be construed without regard to any presumption or rule requiring construction or interpretation against the party that drafted (or caused to be drafted) the Expo Rules or any portion hereof.

16. Entire Agreement; Modification; Severability. The Expo Rules set forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersede all prior or contemporaneous agreements, arrangements, and understandings, whether written or oral, between the parties. Except as expressly set forth herein, there are no promises, conditions, representations, understanding, interpretations, or terms of any kind as conditions or inducement to the execution hereof or in effect between the parties with respect to the subject matter hereof. Operator, at its sole discretion, may from time to time make reasonable changes, amendments, or additions to the Expo Rules. Any such changes, amendments, or additions shall be binding on Exhibitor. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision will be deemed to be severed from the Expo Rules.

Agreement to EXPO Rules

By signing as the authorized Exhibitor the undersigned hereby certify that the Exhibitor will be legally bound by, and will comply with, these Expo Rules.

Authorized Exhibitor Representative Name (Printed)

Date

Authorized Signatures

Miami Tri Events Representative Name (Printed)

Date

Miami Tri Events Representative Signature: