

29th Annual California International Marathon Sports & Fitness Expo
Booth Reservation and Contract Agreement

LOCATION

Sacramento Convention Center
Hall B, C, D
1400 J St.
Sacramento, CA

EXPO SET UP TIMES

Thursday, December 1, 1:00 p.m. - 5:00 p.m.
Friday, December 2, 8:00 a.m. - 2:00 p.m.

EXPO DATES & TIMES

Friday, December 2, 2011 - 3 pm to 7 pm
Saturday, December 3, 2011 - 9 am to 5 pm

BOOTH SIZE

10' x 10'

BOOTH INCLUDES

Back and side drapes, one eight-foot long table,
two chairs, one sign.

TO RESERVE YOUR BOOTH(S):

- Complete the form below.
- Return it along with a deposit of 50% before 8/31/2011 or 100% payment after 9/1/2011.
- Vendors from the 2010 CIM Expo will receive first right of refusal.

- Make check payable to:
California International
Marathon
- Mail to: California International
Marathon Sports & Fitness
Expo, 120 Ponderosa Court
Folsom, CA 95630

Please note that:

- * Exhibit space is limited.
- * The Expo sells out each year.
- * Booths are assigned on a first-come/first-served basis.
- * Reservations will be confirmed upon receipt of the signed contract.
- * Booth payment is nonrefundable.

Name _____

Title _____

Company _____

Address _____

City _____

State _____ Zip _____

Phone _____

Fax _____

E-mail Address _____

Please reserve _____ corner booths @ \$1,000.

Please reserve _____ standard booths @ \$875.

Booth location preferences

1st choice # _____ 2nd choice # _____ 3rd choice # _____

PLEASE NOTE: While every effort will be made to provide you with the booth(s) of your choice, booths are allocated on a first-come/first-served basis. Booth space will be confirmed only upon receipt of full payment, a signed contract, and upon approval of Exhibitor display design.

29th Annual CALIFORNIA INTERNATIONAL MARATHON
SPORTS & FITNESS EXPO
EXHIBITOR GUIDELINES

LOCATION

Sacramento Convention Center
13th & J St.
Meeting Rooms D and E
Sacramento, California

EXPO DATES

Friday, December 2, 2011
3 p.m. to 7 p.m.
Saturday, December 3, 2011
9 a.m. to 5:00 p.m.

EVENT CONTACT

Kimberly Jamerson
e-mail: jamersonclan@att.net
phone: 916-804-4880

EXPO SET UP TIME

- Thursday December 1 times tba
- Friday, December 2, 8:00 a.m. to 2:00 p.m.
- All aisles must be clear of trash and boxes by 2:00 p.m. on Friday; the doors to the Expo will open to the public promptly at 3:00 pm.

BOOTH PRICES

- Corner booth: \$1,000.00 each,
- Standard booth: \$875.00 each

EXHIBIT SERVICES

- If you have additional needs please call STL directly. STL can

assist with orders for additional furniture, freight handling, booth cleaning and outbound shipping of materials. Exhibitors are advised that there is an additional charge for these services. STL can be reached at 916-447-5000. Ask for an Exhibitor Rep.

- There is no storage space available at the Sacramento Convention Center. For telephone hook-up, please contact SLDRA Management. Unloading at the Sacramento Convention Center is difficult. All deliveries must be made via the loading docks during the specified set up time only.

EXHIBITOR RULES & REGULATIONS

The CIM Expo is owned and operated by the Sacramento Running Association (SLDRA). The following Rules and Regulations govern the conduct of the Exhibitor in connection with the Expo and related matters. These Rules and regulations are explicitly incorporated as terms and conditions of the Agreement between Exhibitor and SLDRA.

1. REGISTRATION OF EXHIBITOR REPRESENTATIVES

Exhibitor shall identify and register each of its representatives pursuant to instructions received from SLDRA. Any person not so registered may be denied access to the Expo or the Expo Ballroom.

2. EXHIBITS - GENERAL

Exhibits will be limited to the company and products specifically identified in this Agreement. Only the sign, logo or identity of the entity identified as Exhibitor may be placed in or around the Exhibitor's Space

or appear in or on any printed list of exhibitors. No exhibits, advertising, or other promotion of any kind will be allowed beyond the perimeters of Exhibitor's Space. All exhibits are subject to review by SLDRA, which may in its sole discretion and for any reason whatsoever demand or require the modification or removal of any items, materials, or other displayed or distributed matter of any kind that it deems to be inconsistent with the purpose or nature of the Expo or the good name and reputation of SLDRA, CIM or otherwise disorderly, offensive, inappropriate or unsuitable in any respect. Exhibitor, shall, immediately upon request from SLDRA or its representatives comply with any demands to modify or remove any such matter or to alter its exhibit in any respect. Exhibitor's failure to comply promptly with any such request or demand shall constitute a material breach of this Agreement by Exhibitor.

3. BOOTH SETUPS

All booth installations, exhibits and setups ("Setups") must conform to such rules, regulations, instructions or limitations as may be imposed by SLDRA. In the absence of instructions from SLDRA to contrary, Setups should conform to the Display Rules and Regulations accepted and endorsed by the International Association of Exposition Managers, Exhibit Designers and Producers Association, Exposition Services Contractor Association, and National Trade Show Exhibitors Association.

Exhibitor has no right to and agrees not to ship any materials to the Sacramento Convention Center. Such shipment arrangements must be made with show decorator. Exhibits and Exhibitor's materials, displays and other property shall at all times be and remain contained within Exhibitor's Space and shall not exceed a height limit of seven feet. All height restrictions are applicable to signs and product display mate-

rial. Exhibits must not obstruct the view or interfere with the displays of neighboring exhibits.

Displays must be self-supporting. Nails and screws are not permitted in building floors and walls.

4. INSTALLATION AND DISMANTLING

Installation and dismantling of booths is restricted to published hours.

- Setup hours: December 1, 1 pm to 5 pm; December 2, 2011, 8:00 am - 2:00 pm.
- Breakdown hours: December 3, 2011, 5:30 p.m. - 10:30 p.m.
- All displays must be erected and completely arranged for viewing and all aisles must be free and unobstructed by Friday, December 2, 2011, between 2:00 p.m. and 2:30 p.m.

No installation or dismantling of booths or display material is allowed during the exhibit viewing hours. In the event that Exhibitor fails to complete installation of its displays as of the dates and times listed above, fails to pay the full amount of space rental charges pursuant to the Agreement, or fails to comply with any other provision concerning the use of display space or otherwise contained in this Agreement, SLDRA shall have the right, in addition to all other rights and remedies available to it, to take possession of Exhibitor's Space and lease the same, or any part thereof, to a third party. Materials received by or delivered to Exhibitor after the opening of the Expo must be delivered to its booth at times approved by SLDRA. Goods and materials used in any display (except bona fide samples) may not be removed from the Expo Hall (unless approved by SLDRA) until the Expo has been officially closed. SLDRA retains sole discretion and authority in the placement, arrangement and appearance of all displays.

5. USE OF LABOR

Exhibitor agrees that it shall not permit or cause any wiring, installation or other labor to be done except by the contractor authorized by SLDRA and the Sacramento Convention Center.

6. SECURITY

SLDRA shall arrange for the provision of reasonable security during the Expo, but does not provide any guarantee, indemnity or warranty to Exhibitor or any other person or entity from or against the loss of property, and is not responsible for such loss by or from any cause. Accordingly, Exhibitor shall and must make provisions for safeguarding its goods, materials, equipment and display and other property at all times and its own insurance through its own sources and its own expense.

7. FIRE AND SAFETY LAWS

All applicable fire and safety laws must be strictly observed by the Exhibitor. Cloth decorations must be flameproof. Wiring for both booth construction and electronic equipment must comply with local fire safety regulations. Aisles and fire exits must not be blocked by exhibits. No combustible decoration, such as crepe paper, cardboard, or corrugated paper shall be used at any time. All packing containers, wrapping materials, etc., must be kept in safety containers. Flammable fluids and materials must be kept in safety containers. Open flames, butane gas, and oxygen tanks are not permitted without permission of SLDRA and the Sacramento Fire Marshal. All hazardous items used in displays must be properly safeguarded, protected, registered, or avoided in accord with applicable city, state and federal regulations. No balloons or helium-inflated items can be used within the Expo Hall unless approved in advance by

SLDRA. Smoking is not permitted in the Expo Hall. **All pop-ups must have the sewn in Approved Fire Seal.**

8. FOOD AND BEVERAGE

In-house concessions reserve the exclusive right to sell, at its discretion, foods, nonalcoholic beverages, cash on delivery basis. Exhibitor may only give away product samples. Liquid and Solid portions - 2 ounces. If an Exhibitor is granted the right to sell food products or supplements they must have a state and city tax license and a Health Permit from the City of Sacramento. Any food or beverage items prepared, distributed, offered or sold with SLDRA's prior written approval shall only be distributed and consumed in areas specified by SLDRA and the Sacramento Convention Center. Contact the SLDRA representative at 916-983-4622 to determine if your food or beverage applies to this restriction.

9. ATTENTION GETTING DEVICES AND ACTIVITIES

Exhibitor shall not utilize excessive audible or visual attention getting devices or activities or permit offensive odors in or about Exhibitor's Space. Sound effects and music in any form (live or recorded) are prohibited unless approved in writing by SLDRA. Any failure by Exhibitor to comply with any request or instruction from SLDRA or its authorized representative to eliminate, cease, remove or modify any such attention attracting device or activity shall constitute a material breach of this Agreement.

29th Annual
California International Marathon
Sports and Fitness Expo Exhibitors Booth Contract Agreement
Must be read, signed and dated by both parties.

Company _____ (“Exhibitor” hereafter)

Booth Assignment No. _____ (Assigned by Expo Show Management)

This Exhibitor’s Booth Contract Agreement (the “Agreement”) is made this _____ day _____ of 2011 by and between the Exhibitor and the Sacramento Long Distance Running Association.

1. Premises of Agreement - The California International Marathon Sports & Fitness Expo (Expo) is presently scheduled to be held at the Sacramento Convention Center December 2 and December 3, 2011. The CIM Expo is owned and organized by the Sacramento Long Distance Running Association (SLDRA). Exhibitor desires to reserve and occupy booth space(s) as assigned by SLDRA in connection with the Expo and to enter into this Agreement to affect its reservation of space.

2. Obligations of Exhibitor -Exhibitor agrees to comply with and perform each and all of the following obligations, in addition to those set forth elsewhere in this Agreement.

- a. To occupy Exhibitor’s Space assigned by SLDRA during and throughout the Expo pursuant to the terms of this Agreement:
- b. To exhibit only the following products (or such other products as may hereafter be agreed to in writing by SLDRA)
- c. Exhibitor understands that there may be food and beverage sale and or giveaway limits as stated in section 8 of the Rules and Regulations document.
- d. To make payment in the following amounts to CIM upon Exhibitor’s execution of this Agreement:
 - \$1000 for each corner booth reserved
 - \$875 for each standard booth reserved
- e. To maintain and staff its exhibit continuously throughout the official hours of the Expo which are as follows:
 - Friday, December 2, 2011; 3:00

- p.m. - 7:00 p.m.
- Saturday, December 3, 2011; 9:00 a.m. - 5:00 p.m.

f. To read, understand and comply with the Rules and Regulations, a copy of which is attached hereto and explicitly incorporated herein as additional terms of this Agreement.

3. Obligations of SLDRA

- a. Upon receipt from Exhibitor of a signed original of this Agreement and payment in half of the amount (prior to August 31, 2011 or payment in the full amount after September 1, 2011) determined in accordance with paragraph 2(c) above, and unless SLDRA for any reason elects not to accept Exhibitor’s payment, SLDRA shall promptly assign booth space to Exhibitor and tentatively reserve that space for Exhibitor.
- b. As a general matter booth space shall be assigned by SLDRA in order of payments received. In making such assignment, SLDRA may consider the amount and location of space then available, any requests made by Exhibitor regarding its space and such other matters as SLDRA believes may be important in making such assignment.
- c. SLDRA may at its discretion, and reserves the right to reassign or reallocate space at any time if for any reason it deems such reassignment or reallocation necessary, appropriate or useful.
- d. SLDRA will provide security in the ballrooms from 5:00 p.m. on December 2, 2011 through 9:00 a.m. on December 3, 2011. During the hours the Expo is not officially open or available for installation of exhibits, the doors to the exhibit halls shall

generally be locked and no personnel will be permitted to enter the exhibit hall. SLDRA assumes no liability for lost or stolen items.

4. Obligations of Exhibitor to Maintain Insurance Coverage - Exhibitor is responsible to obtain and maintain appropriate and sufficient insurance, with minimum of \$500,000 to cover any and all claims, damages or losses of any kind incurred or suffered by Exhibitor or its employees, agents, representatives, guests or any other person or entity. Such insurance shall cover without limitation all claims, damages, injuries or losses of or regarding personal property or personal injury regardless of the cause thereof. Upon request by SLDRA, Exhibitor will provide certificates of insurance evidencing coverage and amounts. Exhibitor understands and acknowledges that neither SLDRA nor the Sacramento Convention Center nor any other person, maintains any insurance covering Exhibitor with regard to any of the foregoing damages or any other similar or dissimilar casualty.

5. Cancellation and Termination

- a. This Agreement may be canceled at any time by Exhibitor by providing unequivocal written notice of cancellation to SLDRA (“Notice of Cancellation”). In the event that Notice of Cancellation is delivered to and received by SLDRA before September 26, 2011 Exhibitor shall be liable for fifty percent (50%) of the booth fee for the canceled space and any amount in excess thereof previously paid to SLDRA by Exhibitor for the canceled space shall be refunded to Exhibitor within thirty (30) days.

No refund shall be made for any cancellation by Exhibitor after September 27, 2011. In the event of cancellation by Exhibitor for any reason, SLDRA may at its discretion reassign and otherwise lease or utilize Exhibitor's canceled space.

b. In the event that (1) the Expo is canceled (2) it would be impossible, impractical, dangerous or not in the best interest of the Expo for SLDRA to provide Exhibitor's Space to Exhibitor or (3) SLDRA is otherwise unable or unwilling to provide any of Exhibitor's Space to Exhibitor under this Agreement for any reason, then prior to September 26, 2011. SLDRA will refund that portion of the Exhibitor's deposit applicable to the space not provided. If and to the extent such space is provided in part, or only for a portion of the Expo, SLDRA shall pro-rate the charges to Exhibitor and return any overpayment. SLDRA shall have no liability for any consequential or other damages of any kind that may be claimed, suffered or incurred as a result of its failure to provide space to Exhibitor or for any other reason.

6. Indemnity - Exhibitor assumes full responsibility for and hereby agrees to protect, indemnify, defend and hold SLDRA, the Sacramento Convention Center and all employees, agents representatives, principals, sponsors and guests of SLDRA and the Sacramento Convention Center harmless against any and all claims, causes of action, losses, judgments and damages to person or property, governmental charges or fines arising out of or caused by or resulting from, in whole or in part, Exhibitor's installation, removal, maintenance, occupancy or use of Exhibitor's Space or the Exhibit Hall, or any portion thereof, or any other act or failure to act on the part of exhibitor or any of its employees, representa-

tives, agents, independent contractors, guests or any other person acting or purporting to act on behalf of or for the benefit of Exhibitor. This indemnity shall extend to and include all costs and attorneys' fees incurred in defending against or responding to any such claim. This indemnity shall not extend to any liability that is finally and conclusively determined to result solely from the negligence or willful misconduct of SLDRA or its employees.

7. Limited Liability - Notwithstanding any other provision of this Agreement, SLDRA and its employees, agents and representatives shall have no liability to Exhibitor or anyone else for any consequential damages of any kind, character or amount, regardless of the factual or legal basis upon which the existence of such liability is asserted. Exhibitor explicitly releases any such claim to recover consequential damages, and agrees that this Agreement shall provide a complete defense to any claim for the recovery of such consequential damages, regardless of whether such claim is based upon an alleged breach of this Agreement or some other act, failure to act or breach of duty independent of this Agreement.

8. No Substitution of Space - Exhibitors may not assign, sublet or apportion the whole or any part of Exhibitor's Space and may not advertise or display goods or services other than those manufactured or sold by them in the normal course of business and permitted in this Agreement.

9. Remedies of SLDRA - All rights and remedies of SLDRA arising under this Agreement or otherwise are cumulative and explicitly reserved by SLDRA. Any action taken by SLDRA to enforce any remedy it may have shall not constitute a waiver of any other remedy that may be available to it.

10. Arbitration of Disputes and Governing Law - Without limiting any other remedy available to SLDRA under this Agreement, the parties agree that any controversy between SLDRA and Exhibitor arising out of this Agreement shall be determined through binding arbitration before the American Arbitration Association in accordance with its commercial arbitration procedures. In any such arbitration proceeding, discovery shall be permitted to the extent authorized under Code of Civil Procedure Section 1283.05. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding the subject matter. If any provisions are found to be invalid the remainder of this Agreement shall nevertheless continue in full force. The prevailing party in any arbitration proceeding under this provision shall be entitled to recover its actual attorneys' fees in addition to other relief.

11. Construction of Agreement and Amendments - Any issue of interpretation of this Agreement and the resolution of any matter not fully and specifically covered by this Agreement or incorporated Rules and Regulations shall be resolved or decided by SLDRA in the reasonable exercise of its judgment. SLDRA's resolution or decision shall be binding on all parties as if it were an express provision of this Agreement. This Agreement may be amended or supplemented at any time by SLDRA upon written notice to Exhibitor. SLDRA may, in its discretion and under special circumstances, make or impose specific exceptions or requirements to, or changes in, the Rules and Regulations if it deems such alterations to be in the best interests of the Expo. No precedent shall be established or inferred from any such action.

The undersigned Exhibitor acknowledges that its duly authorized representative designated below has read and understands the terms of this Agreement and the incorporated Rules and Regulations and that Exhibitor agrees to each and all of the terms and conditions hereof.

Date & Signature of Exhibitor (include company, representative's name & title)

Date & Signature of SLDRA Representative (include title)