

**2011 California International Marathon**

**Finish Line Exhibitors Contract Agreement**

Must be read, signed and dated by both parties.

Company \_\_\_\_\_ ("Exhibitor" hereafter)

Finish Line Booth Assignment No. \_\_\_\_\_ (Assigned by SLDRA)

This Finish Line Exhibitor 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 (CIM) finish line is presently scheduled to be held at 10<sup>th</sup> Street on the West Steps of the State Capitol on December 4, 2011. The CIM is owned and organized by the Sacramento Long Distance Running Association (SLDRA). Exhibitor desires to reserve and occupy finish line space(s) as assigned by SLDRA in connection with the Marathon 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 Marathon 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:
  - \$500 for each booth reserved
- e. To maintain and staff its booth continuously throughout the official hours of the Marathon which are as follows:
  - Sunday, December 4, 2011; 8:00 a.m. - 1:00 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 July 2, 2011 or payment in the full amount after July 2, 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 finish line space to Exhibitor and tentatively reserve that space for Exhibitor.
- b. As a general matter finish line 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 at the finish line on December 3, 2011 from 6:00 p.m. to December 4, 2011. 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 City of Sacramento or the State of California 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 26, 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 Marathon is canceled (2) it would be impossible, impractical, dangerous or not in the best interest of the Marathon 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 finish line, 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 City of Sacramento and the State of California and all employees, agents, representatives, principals, sponsors and guests of SLDRA and the City of Sacramento and State of California 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, representatives, 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 accumulative 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.

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

\_\_\_\_\_  
Date & Signature of SLDRA Representative (include title)