

## **Exhibitor Terms & Conditions:**

"B" on the Run...Twilight 5K Run/Walk and the Exhibitor agree that all displays will be fully set up by 2:00 p.m., Saturday, September 22, 2012. No packing crates of any type may be brought into or taken out of Exhibit area during the Event hours.

Exhibitor agrees to have his/her booth open and staffed during the Event. Exhibitor agrees that displays will not visually or physically disturb adjacent exhibitors.

Exhibitor agrees to conform to all Exhibit facility, Fire Department Rules and Regulations, and those of the Santa Clara County Parks and Recreation Dept.

Exhibitor agrees not to sublet space or exhibit any merchandise other than that specified on the front of this contract without permission from the "B" on the Run...Twilight 5K Run/Walk and JustBeingGirls.com and presenter of the event.

Exhibitor agrees space assignments may be changed by the production team. Every effort will be made not to change space assignments.

Exhibitor agrees that electrical wiring or installation shall be done only by the electrical contractor approved by "B" on the Run...Twilight 5K Run/Walk and JustBeingGirls.com production team.

Exhibitor agrees that all booth materials, literature/products, etc. shall be removed from the Exhibit area no later than 10:00 pm, Saturday, September 22, 2012. Items not removed will be moved at the expense of the exhibitor. Storage charges for Exhibitor's materials will be paid for by the Exhibitor.

Exhibitor agrees that no refunds will be made to Exhibitor who fails to occupy space. Exhibitor agrees that violation of Terms and Conditions may result in forfeiture of space. Refunding of fees is at the sole discretion of "B" on the Run...Twilight 5K Run/Walk presenter.

Exhibitor agrees that "B" on the Run...Twilight 5K Run/Walk reserves the right to reject or restrict any exhibit. Exhibitor agrees not to make any undue noise or odor, use bright or hazardous lights, cause damage to the booth equipment or act in any manner deemed inappropriate. If anything is damaged or missing, Exhibitor will be charged a fee. Everything must be left in the same condition as received.

Exhibitor agrees that no Exhibitor shall have authority to incur costs or liability against "B" on the Run...Twilight 5K Run/Walk, or JustBeingGirls.com (The Company). Exhibitor shall be liable for all damages which he/she may cause to Park, or otherwise in connection with his/her exhibit.

Exhibitor agrees that the serving of alcoholic beverages by Exhibitor will be dispensed by a Professional Bartender and must have a valid liquor license. Exhibitor agrees to carry the necessary workman's comprehensive general liability insurance. A Certificate of Insurance may be required to be shown.

Exhibitor agrees to assume all responsibility for loss, theft or destruction of goods or for personal injuries to himself/herself, his/her employees, agents, representatives, or visitors, and will save harmless (The Company) from any and all liability in connection with any and all of the above.

Exhibitor assumes the entire responsibility and liability for losses, damage and claims arising out of injury to persons or damage to Exhibitor's displays, equipments, or other property brought upon the premises of the Expo facility and agrees to indemnify, defend and hold harmless the group, the event venue, and its owners, servants, agents, and employees against all claims or expense for such losses, including reasonable attorney's fees, arising out of the use of the expo facility premises excluding liability caused by the negligence of the group or the Expo facility or its owners, servants, agents, and employees.

Exhibitor understands that neither (The Company) nor the expo facility maintains insurance covering the exhibitor's property or lost revenue, and it is the sole responsibility of the Exhibitor to obtain such insurance.

**Exhibitors and vendors are required to carry their own insurance.**