

EXHIBITOR AGREEMENT

Effective Date:

Exhibitor: (“Exhibitor”)

Event(s): Surf City Marathon and Half Marathon

EXHIBITOR will provide the following in support of the Event(s):

- \$750-\$2500 payment per 10x10 space for Surf City payable upon execution of this agreement.
- Certificate of Insurance for each event.

MOTIV will provide EXHIBITOR with the following:

- 10x10 space
- 6’ Table
- 2 Chairs

I, the undersigned, in consideration for being permitted to participate as an Exhibitor at the “Event”, do hereby agree to the following terms and conditions:

- I. **Booth Displays and Appearance.** All booths must be fully set up and operational thirty (30) minutes prior to the publicized opening time of Expo/Finish Line Festival. Displays and merchandise should have a neat and professional appearance and cannot visually or physically disturb aisles or adjacent exhibitors. Booths may not contain any offensive, vulgar or inappropriate language, images or audio material. Booths must conform to all facility, local and state rules and regulations. Space assignments may be changed and are at the discretion of the Event “Management.”
- II. **Festival Kit.** Each exhibitor will receive a Festival Kit a few weeks before the race that will provide all of the pertinent information (hours of operation, load-in and load-out times, parking instructions, etc.).
- III. **Fees.** Exhibitor shall pay to USA Sports & Entertainment, LLC a non-refundable fee in the total amount of the booth space, as indicated on the Exhibitor Information Form, attached hereto as Exhibit B, due and payable upon the execution of this agreement. If Exhibitor fails to submit the non-refundable fee in the total amount of the booth space, as indicated on the Exhibitor Information Form, within ten (10) days of the start of the Event, Exhibitor shall forfeit all rights to a booth. All fees shall be payable in cash, check or major credit card, provided, however, if payment of any fees is made by major credit card, the processing fee charged by the credit companies shall be charged to Exhibitor. Any refunds issued to Exhibitor will be returned less a 10 % handling fee. For the avoidance of doubt, any cancellations by Exhibitor shall result in the forfeiture of any fees paid to USA Sports & Entertainment, LLC by Exhibitor.

- IV. **Assignment/Subletting Space.** Any license to participate as an Exhibitor at the Event, this Exhibitor Agreement or any rights or obligations hereunder may not be transferred or assigned without USA Sports & Entertainment, LLC's prior written consent. Exhibitors may not sublet any portion of their booth space or display another company's name or sign.
- V. **Products for display/sale.** Only merchandise specified in the Exhibitor Information Form may be displayed and/or sold. Management for the Event reserves the right to reject, modify or restrict any exhibit and to require the removal of products at the Event.
- VI. **Shipping/Load In-Load Out.** All merchandise must be brought to the Event by the Exhibitor. Exhibitor shall pay all costs pertaining to moving in and moving out. All exhibits and belongings are to be removed immediately following the close of the Event. The Event location will not hold any materials for later pick up.
- VII. **Electricity.** All electrical requests must be made in advance and additional charges may apply.
- VIII. **Logo Use.** All USA Sports & Entertainment, LLC's logos are Trademark owned by USA Sports & Entertainment, LLC's and may not be used, alone or in combination, without the prior written permission of USA Sports & Entertainment, LLC's. Exhibitor may not create, exhibit or sell any merchandise bearing any of these logos, marks or names confusingly similar thereto, without such permission from USA Sports & Entertainment, LLC's.
- IX. **Required Documentation.** In addition to executing and returning this Exhibitor Agreement, Exhibitor must also return the Exhibitor Information Form, attached hereto as Exhibit B, a copy of the Certificate of Insurance and, if selling at the Event, any State or Local Forms.
- X. **Insurance.** Exhibitor shall maintain certain levels of insurance as required by USA Sports & Entertainment, LLC throughout the Event.
- XI. **Compliance with Laws.** Exhibitor shall comply with all applicable laws and shall obtain any and all required permits and licenses necessary to participate in the Event. Exhibitor shall not use the space allocated to Exhibitor at the Event in any manner that would violate local, state or federal laws or regulations related to Exhibitor's use of the space.
- XII. **Indemnification.** Exhibitor hereby agrees to indemnify, defend and hold harmless USA Sports & Entertainment, LLC, its affiliates, officers, directors, employees, agents and assigns from any damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with: (a) Exhibitor's negligence, intentional misconduct or violation of any applicable law or regulation; (b) Exhibitor's use of the space allocated to Exhibitor at the Event, including any acts or omission on the part of Exhibitor, its officers, directors, employees or agents; or (c) Exhibitor's failure to perform its responsibilities under this Exhibitor Agreement, including Exhibitor's failure to obtain any necessary permits.
- XIII. **Revocation.** USA Sports & Entertainment, LLC shall have the right to revoke Exhibitor's right to participate in the Event at any time prior to the start of the Event and for any reason by providing written notice to the Exhibitor. If USA Sports & Entertainment, LLC revokes Exhibitor's right to participate in the Event without cause, USA Sports & Entertainment, LLC shall refund to Exhibitor any fees paid by Exhibitor to participate in the Event.

- XIV. **Governing Law.** This Exhibitor Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of laws principles.
- XV. **Severability.** If any one or more parts of this Exhibitor Agreement shall be held unenforceable for any reason, the remainder of this Exhibitor Agreement shall continue in full force and effect. If any provision of this Exhibitor Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- XVI. **Headings.** The headings for each section herein are for convenience only and shall not affect the meaning of the provisions of this Exhibitor Agreement.

IN WITNESS WHEREOF, I have hereto executed this Exhibitor Agreement as of _____.

EXHIBITOR

Exhibitor Entity Name:

By: _____

Name: _____

Title: _____

MOTIV

Exhibitor Entity Name: USA Sports & Entertainment, LLC

By: _____

Name: Tiffany Adams

Title: Event Manager

Exhibit B
Exhibitor Information Form

Company
Name:

(As it should appear on Event signage or marketing materials)

Mailing
Address:

Contact Person:

Phone:

Email:

Contact Person during the Event if different from
above:

Please check here _____ if you will be bringing your own tent.

Motiv Sports must approve all activities planned at your booth. Please provide a detailed list of all activities as well as any product(s) you plan to display or distribute.

Are you planning on selling goods or merchandise? Yes / No _____

If yes, permit applications / sales tax docs. may apply per city/state guidelines.

Are you planning on sampling food/beverage products at your booth? Yes / No _____

If yes, health permits apply per relevant County guidelines.

Description of all Booth activities:

Will the exhibit require electricity? Yes / No _____

Please describe for what you will be utilizing the power:

Every exhibitor receives the following:

- One (1) Table – 6 ft*
- Two (2) Chairs*
- One (1) table cover

**Based on a 10 x10 tent*

Please describe any special needs:

Please return a copy of the Exhibitor Information Form by email or via docuSign to:

Tiffany Adams
Event Manager
TAdams@motivsports.com
605.360.3637

3900 E. Mexico Ave Suite 1350
Denver, CO 80210

One Time Credit Card Payment Authorization Form

Sign and complete this form to authorize Motiv Sports (USA Sports & Entertainment, LLC) to make a one-time debit to your credit card listed below.

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

Please complete the information below:

I _____ authorize Motiv Sports to charge my credit card account indicated below for _____ on or after _____.

This payment is for _____.

Billing Address _____

Phone# _____

Email _____

Account Type: _____ Visa MasterCard AMEX Discover

Cardholder Name _____

Account Number _____

Expiration Date _____

CVV2 (3 digit number on back of Visa/MC, 4 digits on front of AMEX) _____

Signature: _____

Date: _____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.