

EXHIBITOR TERMS OF SERVICE AGREEMENT

FOR

SEA OTTER CLASSIC, OCTOBER 1-4, 2020

This Agreement is entered into by and between the Sea Otter Classic, Inc. and Exhibitor

1. **Defined Terms:** "Agreement" means, collectively, all documents required to exhibit at Sea Otter Classic, Inc. (hereafter referred to as "the Event") and these Terms of Service. "Event" collectively means Sea Otter Classic, Inc. and all festival, tradeshow, athletic and other events or functions associated with Sea Otter Classic, Inc. "Facility" means the venue where the Event is held and all governmental agencies and contractors associated with the venue. "Exhibitor" means the company or person entering into this Agreement.
2. **Payment Policy:** Payment in full is required to reserve Exhibitor space. Payment by credit card, accompanied by your completed contract via online through Map Dynamics, reserves your space immediately. If paying by check or wire transfer, please expedite payment in order to reserve your space. The space will be held for 15 days pending receipt of your check via postal mail payment. If payment is not received within 15 days of your order, the Event reserves the right to cancel your order and release your space. No refund of any payments, fees or costs will be made in connection with the event. Payment policy as it pertains to Sponsors will be superseded by the individual Sponsorship agreement.
3. **Expo Space Assignments:** Assignments will be made based on space requirements, products to be exhibited, the date the application is received, and consideration of the overall best interest of the show. Exhibitors shall be arranged so that they will not obstruct the walkways of general view and will not obstruct the exhibits of others. All exhibit materials must fit within the dimensions of the space rented. Plans for specifically built displays should be submitted to the Event for approval before construction is ordered.
4. **Expo Space Location:** The Event endeavors to provide the most realistic portrayal of booth space locations on the Expo Registration map, however, the Event does not guarantee that the space purchased during the online expo registration process is an exact representation of the space that will be occupied on site. As a result of fire, county and police regulations in addition to other factors, expo space locations can be altered, changed or otherwise moved at any given time prior to and during the Event and the Event is in no way responsible for these changes. The Exhibitor acknowledges and agrees to this when they choose to purchase a booth through our online system. Insofar as entrances, routes and traffic flow may also be altered at any given time prior to and during the event, the amount of foot traffic any one exhibit space may experience is entirely dependent on a range of factors including but not limited to the occupant of the space and the products they may offer and the Event in no way guarantees or promises any one space will receive any specific amount of foot traffic or visitors to that location at any given time.
5. **Exhibit Display Structures:** Monterey County Resource Management Agency requires the permitting, review and inspection of all temporary structures (such as tents, stages, displays, etc.) in excess of 400 sq. ft. to ensure the structure has been designed and built to meet California architectural safety standards. Exhibitors may choose to contract with a local company on the Approved Vendor list that provides rental canopies which meet Monterey County safety requirements. The Event will prepare a "parent permit" for temporary structures and all Exhibitors who register before February 1, 2020 will be included at no charge. Exhibitors purchasing space after this date will be responsible for handling all aspects of the permitting

process including payment of all applicable fees. Contact info@seaotterclassic.com for complete details.

6. **Hours of Operation:** Exhibitor will keep their exhibit open and staffed at all times during the Event hours beginning Thursday, October 1, 2020 at 9:00 a.m. and ending Sunday, October 4, 2020 at 4:00 p.m. The Event Expo is open four days. Exhibitor must be set up in the Expo by 9:00 a.m. each day and all non-exhibiting vehicles removed from the exhibit area. Sea Otter reserves the right to restrict the exhibit to minimum noise levels and to professional methods of operation and display of materials.
7. **Seller's Permit:** An Exhibitor offering for sale any item that is subject to sales tax must obtain a seller's permit from the California State Board of Equalization. The application for a temporary seller's permit is available through the Sea Otter Classic website www.seaotterclassic.com. The temporary seller's permit number must be provided to the Event prior to exhibiting on BOE form 410 which can be found through the Sea Otter Classic website www.seaotterclassic.com. If you are obtaining a seller's permit after submitting this contract, email a copy of the permit to info@seaotterclassic.com no later than September 1, 2020.
8. **Products and Exhibits:** No products bearing the Event's trademark, name, logo, or reference to such may be sold or distributed without written permission from Sea Otter Classic, Inc. The Event reserves the right to restrict the sale or display of any item deemed objectionable. Exhibitors and all booth staff are required to adhere to appropriate dress code at all times; bathing suits, bikinis, lingerie and undergarments of any kind are strictly prohibited and booth staff wearing any clothing deemed inappropriate by the Event staff will be asked to cover up or change. If, for any reason, an exhibit or its contents are deemed objectionable, the exhibit, product, personnel or item will be subject to removal. This reservation includes persons, things, conduct, printed matter, behavior, contests or challenges, or any item of a character which the Event considers objectionable for health or safety reasons, due to conflict with sponsor or other agreements, or for any reason the Event feels is not in the best interest of the event. Should such an eviction or restriction be enforced, the Event will not be held liable for refunding rental fees or funds for exhibition rental, except at its own discretion.
9. **Utilities:** Electricity may be available within 100 feet of certain Expo spaces for which the fee for this service has been paid. Exhibitors should bring their own extension cords at least 100 ft long to the Event. A colored band will be given to those that have paid for power that must be attached to their extension cord. Non-potable water service is available to a limited number of Expo sites. Those requiring other special services need to make arrangements directly with the Event. Any damage caused to the exhibitor's equipment through the use of these utilities is the responsibility of the exhibitor.
10. **Alcoholic Beverages:** The California Department of Alcoholic Beverage Control (ABC) strictly enforces the laws regarding alcohol consumption at special events, such as the Sea Otter Classic. In accordance with our Monterey County Special Event Use Permit and insurance policy, only beer and wine are permitted at the Sea Otter Classic and the following rules must be observed:
 1. Beer and wine only. No other alcoholic beverages are permitted.
 2. Beer and wine may only be served to—or possessed, consumed, or purchased by— individuals age twenty-one and up. A valid ID is required.
 3. Beer and wine may only be sold by pre-approved vendors.
 4. Personal use of beer and wine in single-serving containers is permitted if purchased from pre-approved vendors. This does not include allowing the use by way of sampling or the distribution of single-serving containers at promotional events or private parties/organized gatherings. For these occasions, please refer to the programs below.
 5. Beer kegs are not allowed unless provided by the Sea Otter Classic beverage services.

6. For your convenience, we have developed two programs to facilitate ease of compliance with these Alcohol Policy rules:
 1. Beer and Wine Tickets: As a sponsor or exhibitor, drink tickets can be purchased in advance for your group to use throughout the four-day event. The tickets can be redeemed at Sea Otter-approved pouring stations. For more information contact info@seaotterclassic.com or visit www.seaotterclassic.com.
 2. Promotional Events and Private Parties: Beer and wine tickets are required for promotional events and private parties/organized gatherings. For details and rules contact info@seaotterclassic.com or visit www.seaotterclassic.com.
11. **Food and Beverage Sampling:** Exhibitors distributing sample food products are required to obtain a permit from the Monterey County Health Department. Please visit the Monterey County Health Department website to download the appropriate form or contact info@seaotterclassic.com for assistance. Sampling is defined as offering, at no cost, sample portions of food or drink to the athletes, spectators, and other event attendees. Sample portions of drinks are not to be handed out in the original containers and are to be no more than 6 oz.
12. **Food and Beverage Sales:** All food and beverage concession sales are under the direction of the Event's designated food and beverage coordinator. Contact info@seaotterclassic.com or visit www.seaotterclassic.com for details.
13. **Vendor Services:** Exhibitors who require catering services, audio visual support, tenting, and so forth must utilize a vendor approved by the Event. The Event Approved Vendor List is available by contacting info@seaotterclassic.com for details.
14. **Effect of Rescheduling or Cancellation on Exhibitor:** If the Event is rescheduled or does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Exhibitor shall not be entitled to a refund of any or all payments made by Exhibitor up to the cancellation or rescheduled date.
15. **Expo Layout:** The Event reserves the right to change or modify the layout of the Expo and Facility area or to move an Exhibitor to another location prior to or during the event for any reason. Exhibitor location within the Facility is determined solely at the discretion of the Event.
16. **Rules and Regulations:** In addition to the terms and conditions of this agreement, the Event will have the right to interpret and make such further rules and regulations as it will consider necessary for the proper conduct of the Event, including to the Exhibitor area and Facility.
17. **Shipments:** All Exhibitor materials and supplies shipped to and from the Facility are the sole responsibility of the Exhibitor. Exhibitor shall receive their shipment at the Facility and shall arrange delivery of their goods to their assigned Expo space. Exhibitor shall remove all their goods from the Facility no later than noon on Monday following the Event. For assistance with shipping and receiving, contact Tricord Tradeshow Services by visiting <http://www.tricord.net>.
18. **Expo Space Abandonment:** Should Exhibitor's space, in whole or in part, remain vacant on the opening day of the Event, or should any space be forfeited due to failure to make payment, the Event reserves the right to rent said space to any other Exhibitor or to use said space in any other manner. This clause will not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in the contract for space rental even in the occurrence the Event should resell abandoned space.
19. **Subletting of Expo Space:** Exhibitor will not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials from firms other than their own in the exhibit space without written consent from the Event.

20. **Sharing of Expo Space:** Exhibitor will immediately notify the Event of any additional brands or companies which will be sharing space purchased by Exhibitor. Any additional companies, brands or entities sharing the Exhibitor space will be required to provide a Certificate of Insurance liability as outlined in item 28 of this document, and will be treated as an extension of the Exhibitor business and will be subject to all terms and conditions as stated herein.
21. **Dismantling:** All Exhibitors shall leave their space in clean and sanitary condition and shall remove and clean up all construction materials at their space. Exhibitor shall repair any damage caused by dismantling.
22. **Fire, Safety, and Health Regulations:** Exhibitor shall comply with all laws, including but not limited to all local, county, and state laws, ordinances and regulations, and the regulations of Monterey County Parks and the State of California with regard to fire, safety, health, and all other matters. All Exhibitor equipment and materials will be reasonably located within the space and protected by safety guards and devices where necessary. Exhibitor will take all necessary fire precautions.
23. **Property Security:** The Event will provide roving, on-site personnel to deter overnight theft or vandalism to your property. These personnel will be onsite from approximately 6 p.m. until approximately 6 a.m., on Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday of the Event. The Event personnel are not security guards. Exhibitor may at its own expense obtain additional security services by contracting with an approved security company that is included on the Approved Vendor list. Contact the Event for further details. Leaving any merchandise unattended in any area is not recommended. The Event will not be liable for loss or damage to the property from theft, fire, accident, or any other cause.
24. **Assumption of Risks; Release:** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits. Exhibitor understands that participation in the Event may place Exhibitor's staff in close proximity to others which could lead to severe illness and complications from virulent and other diseases. Exhibitor has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. The Event or its staff or volunteers or various governmental officials such as the Monterey County Sheriff and the California Highway Patrol may utilize personnel to regulate the flow of attendees at the Event, but such personnel are not security guards. Exhibitor shall insure its property against damage, loss and theft and agrees to not make any claims against the Event or Facility for any loss unless due to the gross negligence or willful misconduct of the Event or Facility. Neither the Event nor Facility accepts any responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither the Event nor Facility, nor their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not, unless due to the gross negligence or willful misconduct of the Event or Facility. Exhibitor understands and agrees that the Event stages "Rain or Shine" and Exhibitor receives no allowance of any sort in the event of bad weather. The Event makes no representations or warranties, express or implied, regarding the success of the Event, including but not limited to the condition of the Facility, noise levels or other inconveniences or disruptions in or around the Facility, the number of persons who will attend the Event, or any other matter, except as explicitly set forth herein. Exhibitor hereby accepts the Facility and the contracted exhibit space AS IS, with all faults, and without any

implied warranties of merchantability or fitness for a particular purpose. This section shall survive any termination of this Agreement.

25. **Indemnification:** Exhibitor agrees to indemnify, protect, defend and save, and hold harmless Sea Otter Classic, Inc., Sea Otter Classic Foundation Inc., its officers, directors, and organizers; Monterey County Parks Department, Laguna Seca Recreation Area or the operator of the Laguna Seca Recreation Area designated by Monterey County along with its owners, agents, and representatives; or employees or independent contractors of the above from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence in or at the Event, including the sale of merchandise sold by Exhibitor; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement related to the Event; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Agreement or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) by Exhibitor of any law or ordinance or of the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims arising out of or relating to Exhibitor's actions; and (f) Exhibitor's acts that result in damage, harm or injury (including death) to anyone or their property at the Event. This section shall survive any termination of this Agreement. Exhibitor, by agreeing to this liability exclusion, expressly releases the aforementioned from all claims for loss, damage, or injury.
26. **Arbitration and Venue:** Any dispute between the Event and Exhibitor shall be resolved in Monterey County, California which shall be the exclusive venue for any dispute. The parties further agree that all disputes shall be resolved by a single neutral arbitrator jointly selected by the parties. If unable to agree on the arbitrator, the Presiding Judge of Monterey County Superior Court shall appoint one. The decision of the arbitrator shall be final. Monterey County shall be the exclusive venue for any disputes between the parties or under the Agreement. The prevailing party shall be entitled to attorneys' fees and costs incurred in connection with any proceeding.
27. **Limitation of Liability:** Under no circumstances shall the Event or Facility, or their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, be liable for any lost profits or any indirect or consequential damages, including, but not limited to, incidental, special, or punitive damages whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party has been advised of the possibility thereof. In no event shall the Event's maximum liability to Exhibitor, under any circumstance, and regardless of the form of action, exceed the amount actually paid to the Event by Exhibitor for renting exhibit space at the Event. This section shall survive any termination of this Agreement.
28. **Insurance Coverage Requirements:** Without limiting Exhibitor's duty to indemnify, Exhibitor shall maintain in effect throughout the term of the Agreement a policy or policies of insurance issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Event. The policy shall have the following minimum limits of liability:
 1. **Commercial general liability insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property

Damage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
and

2. **Business automobile liability insurance**, covering all motor vehicles, including leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence; and
 3. **Workers' Compensation Insurance**, if Exhibitor employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease; and
 4. **Professional liability insurance**, if required for the professional services being provided, in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Exhibitor shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
29. **Certificate of Liability Insurance:** Exhibitor must provide proof of general liability coverage with the minimum limits of liability as noted above naming both the **Sea Otter Classic, Inc.**, and the **Sea Otter Classic Foundation, Inc.** as additional insured. Other additional insureds may be required by the Event. Certificates of liability insurance must be provided to the Event before the Exhibitor will be allowed to set-up for the Event at the Facility.
30. **Group Insurance Policy Option:** If Exhibitor does not have the insurance coverage required, coverage may be obtained through an affordable group policy prepared for The Event Exhibitors. All exhibitors outside of the United States are required to obtain coverage through the Sea Otter group policy. For complete details contact info@seaotterclassic.com.