

**Rock 'n' Roll Raleigh
Health and Fitness Expo
EXPOSITION AGREEMENT
Agreement between:**

Exhibitor Name:
Address:
City/State/Zip:

and Competitor Group, Inc. ("CGI"), producer of the Rock 'n' Roll Raleigh Marathon & ½ Marathon Health & Fitness Expo (the "Expo").

1. CGI will provide and the exhibitor identified above (the "Exhibitor") agrees to occupy **space #** (the "Space") as designated on the Official Diagram for the Expo to be held at the Raleigh Convention Center.
2. **Expo Hours:** Exhibitor shall maintain its exhibit continuously from the opening to the close of the Expo, during all official Expo hours tentatively fixed as follows:

Friday	April 8	3:00pm – 7:00pm
Saturday	April 9	10:00am – 5:00pm

3. **Use of Space:** The actual occupancy of the Space by the Exhibitor is of the essence hereof: if Exhibitor does not occupy the Space, CGI shall have the right to use the Space in such manner as it deems best for the interest of the Expo without releasing Exhibitor from any liability hereunder. Termination of this Agreement (the "Agreement") shall be at the sole discretion of CGI.
4. **Booth Occupancy and Contents:** Exhibitor shall not assign or sublet any part of the Space nor display another's name or sign. All items exhibited, including promotional materials, are subject to the approval of CGI which shall have the right to require removal from display of any items that, in its sole discretion, are not in accord with the nature of the Expo, the good reputation of Rock 'n' Roll Raleigh Marathon & ½ Marathon, or other applicable CGI policies or requirements. CGI shall have the right to reallocate space in the interest of a better showing of exhibits or in the event changes in the floor plan are required by structural changes in the premises, or by municipal authorities.
5. **Display Products/Services:** Subject to the provisions of paragraph 4 above, Exhibitor may exhibit and sell only those products or services specified below and shall be solely responsible to collect and pay overall sales and other taxes required by law on account of such sales:

Product Description: Healthy Energy/Sports Drink

6. **Indemnification:** The Exhibitor, on behalf of Exhibitor and Exhibitor's representatives, heirs, successors and assigns, does hereby completely indemnify, hold harmless and defend CGI and its affiliates, and their present and former officers, directors, shareholders, owners, agents, employees, representatives, attorneys, insurers, predecessors, successors and assigns, against all claims, causes of action, demands, losses, expenses, damages, liabilities and obligations (including reasonable attorneys' fees, costs and judgments), of any and every kind, nature and character whatsoever which CGI or any such parties incur which arise from the acts, omissions or conduct of the Exhibitor, arising out of or in any way related to Exhibitor's use or occupancy of the space, or as a consequence of sale or use of any exhibit or product or service.
7. **Insurance and Security:** Exhibitor understands and consents to the following:
 - (a) Neither CGI nor the management or owners of the RCC assume responsibility for the Exhibitor's personal or corporate property. It is suggested that Exhibitor insures its property against loss or theft, and against fire, accidents, or any other causes of damage to property.

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- (b) Exhibitor agrees to maintain Comprehensive Liability Insurance with coverage of at least one million dollars (\$1,000,000.00) and to name Competitor Group, Inc. as an Additional Insured to the policy. Exhibitor must be prepared to furnish to CGI a completed certificate of insurance showing that the required insurance has been obtained.
8. **Expo Rules:** Exhibitor shall comply with all rules and regulations of CGI and the RCC governing the Expo, including those concerning erection and dismantling of exhibits and conduct of Exhibitor's contractors, employees and patrons. Exhibitor shall be responsible for all costs of installing and removing its display.
9. **Trademark/Logo:** CGI's trademarks, trade names, and logos, including without limitation those relating to the Rock 'n' Roll Raleigh Marathon & ½ Marathon, are the sole property of CGI and may not be used by Exhibitor on, or in association with any product or service, or for any other purpose, without prior specific written authorization from CGI, which may be withheld in CGI's sole discretion.
10. **Independent Contractor Relationship:** Exhibitor's relationship with CGI will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. Exhibitor is not the agent of CGI and is not authorized to make any representation, contract, or commitment on behalf of CGI.
11. **Entire Agreement; Amendment:** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by each party.
12. **Governing Law and Venue:** This Agreement and any action related thereto will be governed, and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Each party hereby expressly consents to the personal jurisdiction and venue in the state and federal courts of California.

FOR COMPETITOR GROUP, INC.

Name: Max Little

Title: Expo Manager

Date: April 9, 2015

FOR EXHIBITOR

Signature: _____

Name: _____

Title: _____

Date: _____