

**EXHIBITOR TERMS OF SERVICE AGREEMENT FOR THE SEA OTTER CLASSIC
OCTOBER 7-10, 2021**

This Agreement is entered into by and between Life Time Inc., and its affiliates, (“Life Time”) and the Exhibitor, as designated by the signatory (“Exhibitor”).

1. Defined Terms:

- a. “Agreement” means, collectively, This Agreement and its terms of service, and all other required documents to exhibit at the Sea Otter Classic.
- b. “Event” collectively means the Sea Otter Classic, owned by Life Time, and all festival, tradeshow, athletic and other events or functions associated with Sea Otter Classic.
- c. “Facility” means the venue where the Event is held at the Laguna Seca Recreation Area in the County of Monterey, California.
- d. “Exhibitor” means the sponsor, company, organization, or person entering into this Agreement.

2. Event Date and Location: The Event is scheduled for October 7-10, 2021 at the Laguna Seca Recreation Area, Monterey, California.

3. Payment Policy:

- a. A deposit in the amount of 25% of Exhibitor’s total expo fee is required to secure Exhibitor’s exhibitor space. Deposit payment by credit card and accompanied by Exhibitor’s completed contract reserves Exhibitor’s space. If payment of the deposit is made by check or wire transfer, payment must be received within 10 days of reservation in order to confirm Exhibitor’s space. If the deposit payment is not received within 10 days of Exhibitor’s reservation, the Event reserves the right to cancel Exhibitor’s order and release Exhibitor’s space.
- b. Payment in full is due no later than 30 days prior to the Event. If booth fee payment is not received in full 30 days prior to the Event, the Event reserves the right to cancel Exhibitor’s reservation and release Exhibitor’s space.
- c. ALL DEPOSITS ARE NON-REFUNDABLE.
- d. NOTICE FOR SPONSORS: Payment policies for Sponsors with expo space are stipulated in the Sponsorship Agreement between Sponsor and Sea Otter. In the event of a conflict between the Sponsorship Terms and Conditions and the terms of this Agreement, the Sponsorship Agreement will control.

4. Cancellation Policy:

- a. All cancellation requests must be made in writing or received by email.
- b. Cancellation requests made from July through August 2021 will incur a 75% service fee of the total order.
- c. No cancellation requests will be accepted after August 31, 2021.
- d. No refunds will be issued for payments made for previous Events.
- e. NOTICE FOR SPONSORS: Cancellation policy as it pertains to Sponsors will be determined by the company’s sponsorship agreement with the Event.

5. 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 Event. Exhibitors shall be arranged so they will not obstruct the walkways 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.

6. **Expo Space Layout and Location:** The Event endeavors to provide the most realistic portrayal of the Facility layout and booth space locations on the Event's Expo Registration map. However, the Event does not guarantee the space purchased during the registration process is an exact representation of the space that will be occupied at the Facility. As a result of restrictions, regulations, protocols, or other unforeseen factors imposed by government agencies, the Event reserves the right to move, alter, change or otherwise reassign expo space at any time prior to and during the Event. Exhibitor acknowledges that pedestrian and vehicle entrances, routes and traffic flow may be altered at any time prior to and during the event. Exhibitor acknowledges the amount of pedestrian traffic an Exhibitor may experience during the Event is entirely dependent on a number of factors that may be outside of the Event's control.
7. **Exhibit Display Structures:** Monterey County Resource Management Agency (RMA) requires the permitting, review, and inspection of all temporary structures (such as tents, stages, displays, etc.) that encompass a space that is in excess of 400 sq. ft. This process is intended 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 Event's Approved Vendor list that provides rental canopies which meet Monterey County RMA requirements. The Event will prepare a "parent permit" for temporary structures and invites all Exhibitors who register before July 1, 2021 to participate in this permit at no charge. Exhibitors reserving space after this date will be responsible for handling all aspects of the permitting process including payment of all applicable fees.
8. **Force Majeure, Event Postponement or Cancellation:** If the Events, or any portion thereof, are cancelled or omitted because of war, an Act of God, public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, mechanical or electrical breakdowns, pandemics or epidemics, or for any other reason beyond the reasonable control of Life Time, these cancellations or delays do not constitute a breach of the Agreement. If cancelled, Life Time, in its absolute and sole discretion, may (i) reschedule the Event, (ii) apply fees paid to the following year's event, or (iii) refund Vendor Fees paid, less the value of all Vendor Benefits provided prior to the cancellation.
9. **Hours of Operation:**
 - a. Exhibitor adheres to the timeframe noted below for move-in, operations, and move-out:
 - Monday, October 4th: 10:00 am – 5:00 pm Exhibitor Move-In
 - Tuesday October 5th: 8:00 am – 6:00 pm Exhibitor Move-In
 - Wednesday, October 6th: 7:00 am – 7:00 pm Exhibitor Move-In
 - Thursday, October 7th through Saturday, October 9th: 9:00 am – 6:00 pm Expo Open
 - Sunday, October 10th: 9:00 am – 4:00 pm Expo Open
 - b. Exhibitor must be set up in the Expo by 9:00 am each day the Expo is open. All non-authorized vehicles must be removed from the exhibit area during the Expo open hours.
 - c. Monday, October 11th 12:00 Noon – Exhibitor expo area will be vacated and all materials and equipment removed from the Facility.

10. **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 or by contacting Jamie@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 or by contacting info@seaotterclassic.com. If you are obtaining a seller's permit after submitting this contract, email a copy of the permit to Jamie@seaotterclassic.com no later than July 1, 2021.
11. **Conduct & Attire:**
 - a. We strive to uphold a family-oriented environment. As such, we expect proper and respectful conduct on our premises at all times. We do not permit disrespectful conduct toward our participants, guests, employees, vendors, or property, including but not limited to: vulgar, profane, indecent, offensive, violent, hostile, aggressive, threatening, harassing, stalking, fraudulent, or other inappropriate conduct or communications.
 - b. You must wear proper attire at all times, including shirts and shoes, unless noted in a specific area or as appropriate for a specific activity or class.
12. **License Grant and Use of Vendor Marks.** Vendor grants to Life Time, a revocable, non-exclusive, royalty free license to use Vendor's designated marks including but not limited to its trademarks, trade names, slogan, logo or other identification ("Vendor Marks") in association with the Events as further set forth in the Agreement. Life Time agrees that it has no further right, title, or interest in or to any Vendor Marks except the right to use the same in accordance with terms and conditions of the Agreement. Life Time further agrees that any such Vendor Marks remain the sole property of Vendor. Vendor will provide to Life Time the artwork of the Vendor Marks necessary for use at the Events.
13. **Utilities:** Electricity may be available within 100 feet of certain Expo spaces for which the fee for this service has been paid. Exhibitors should provide their own outdoor-appropriate extension cords for 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.
14. **Alcoholic Beverages:**
 - a. 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:
 - i. Beer and wine only. No other alcoholic beverages are permitted.
 - ii. 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.
 - iii. Beer and wine may only be sold by pre-approved vendors.
 - iv. 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.

- v. Beer kegs are not allowed unless provided by the Sea Otter Classic beverage services.
 - b. For Exhibitor's convenience, we have developed two programs to facilitate ease of compliance with these Alcohol Policy rules:
 - i. Beer and Wine Tickets: As a sponsor or exhibitor, drink tickets can be purchased in advance for Exhibitor's group to use throughout the four-day event. The tickets can be redeemed at Sea Otter-approved pouring stations.
 - ii. Promotional Events and Private Parties: Beer and wine tickets are required for promotional events and private parties/organized gatherings.
15. **Food and Beverage Sampling:** Exhibitors distributing sample food products or beverages must obtain a permit from the Monterey County Health Department. Please visit the Monterey County Health Department website to download the appropriate form. 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.
16. **Food and Beverage Sales:** All food and beverage concession sales are under the direction of the Event's designated food and beverage coordinator. Exhibitor agrees to adhere to any restrictions set forth and pay additional fees related to sampling and/or selling food and beverage items at the event. The ability to sample or sell products is at the discretion of the event venue. Additional fees may include but are not limited to a daily food and beverage expo permit fee and/or other incremental fees to be paid separately by Exhibitor based on activation, venue, Life Time or city requirements. Exhibitor will be billed post-event for any fees associated with the activation.
17. **Vendor Services:** Exhibitors who require catering services, audio visual support, tenting, and so forth must utilize a vendor approved by the Event and listed on the Event 's Approved Vendor List.
18. **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.
19. **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.
20. **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.
21. **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.

22. **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 30 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.
23. **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.
24. **Fire, Safety, and Health Regulations:** Exhibitor shall comply with all local, Monterey County, State of California, and Federal laws, ordinances and regulations pertaining to fire, safety, and health matters. All Exhibitor equipment and materials will be reasonably located within their Expo space and protected by safety guards and devices where necessary. Exhibitor will take all necessary fire precautions.
25. **Property Security:** The Event will provide roving, on-site personnel to deter overnight theft or vandalism to Exhibitor's 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 security services by contracting with an approved security company that is noted on the Event's 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 the loss or damage to the Exhibitor's property from theft, fire, accident, or any other cause.
26. **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 the 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.

27. **Indemnification:** Exhibitor agrees to indemnify, protect, defend and save, and hold harmless Life Time, Inc., and its subsidiaries affiliates, and their respective officers, directors, employees, agents, and contractors 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 Life Time, Inc. and its affiliates, and their directors, officers, employees, agents, and contractors from all claims for loss, damage, or injury.

28. **No Employment:** This Agreement is not intended to and shall not be construed to create an employment relationship between Vendor and Life Time, its subsidiaries or affiliates.
29. **Representations and Warranties.** Exhibitor represents and warrants that it has the proper rights in and to the advertising collateral submitted to Life Time. Exhibitor agrees to comply with all applicable laws and regulations during the Agreement. Exhibitor also expressly assumes complete responsibility and liability for all advertising collateral submitted, printed, displayed, broadcasted, or otherwise published in connection with the Agreement.
30. **Governing Law, Arbitration and Venue:** Any dispute between the Event and Exhibitor shall be resolved in Hennepin County, Minnesota, 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. Hennepin County, Minnesota 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.
31. **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.

32. **MAXIMUM LIABILITY.** IN NO EVENT WILL LIFE TIME'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE EXHIBITOR FEE PAID TO LIFE TIME (I) DURING THE PRIOR TWELVE (12) MONTHS UNDER THE AGREEMENT, OR (II) IF THE TERM IS LESS THAN ONE (1) YEAR, THE AVERAGE AMOUNT OF FEES PAID PER MONTH MULTIPLIED BY TWELVE (12). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT
33. **Insurance Coverage Requirements:** 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. Exhibitor must provide Life Time a certificate of Insurance with the minimum limits of liability as noted below, naming "Life Time, Inc. and its affiliates" as additional insureds. Certificates of liability insurance must be provided to Life Time before the Exhibitor will be allowed to set-up for the Event at the Facility. The policy shall have the following minimum limits of liability:
- a. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form 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,
 - b. 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
 - c. 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
 - d. 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.
34. **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 located outside of the United States are required to obtain coverage through the Sea Otter group policy.
35. **Contact Information:** for question or more details regarding information in this agreement contact Sarah@seaotterclassic.com or visit www.seaotterclassic.com.

36. **Authority.** Life Time and Exhibitor each individually represents and warrants that it has full power and authority to enter into the Agreement and to perform all of the obligations hereunder without violating the legal or equitable rights of any third party.
37. **Captions and Headings.** The captions and section headings used in the Agreement are for convenience of reference only and will not affect the construction or interpretation of the Agreement.
38. **Successors and Assigns.** The Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
39. **Survival.** The obligations set forth in Paragraph 8 (Force Majeure), paragraph 27 (Indemnification), and paragraph 28 (Independent Contractors), will survive for a period of one (1) year following the termination of the Agreement.
40. **Severability.** If any provision of the Agreement is found to be invalid, illegal or unenforceable, the remaining provisions remain in full force if the essential provisions of the Agreement for each Party remain valid, legal and enforceable.
41. **Electronic Signatures.** By accepting this Agreement (whether by clicking to accept online or through a mobile application or otherwise), Exhibitor agrees that they have read and understand this Agreement, and agree to all terms and conditions of this Agreement including specifically the assumption of risk, limitation of liability, defense and indemnification, and arbitration agreement provisions. Any electronic signature of a Party, whether encrypted or signed, scanned, and uploaded, or by clicking to accept, is considered valid and effectively binds the Party to the Agreement. An electronically signed document, including the Agreement, will be deemed (i) "written" or "in writing", (ii) signed, and (iii) constitutes a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.