



## 2018 | Rock 'n' Roll Marathon Series | Expo Contract

### TO RESERVE YOUR EXPO SPACE:

Please clearly indicate the event and space dimensions below with a circle, v, X, or highlight.

EVENT	EXPO DATES	10'x10'	10'x10' Corner	10'x20'	10'x20' Corner	20'x20'	20'x30'
Rock 'n' Roll Arizona	Jan. 12 – 13	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$2,400	<input type="checkbox"/> \$4,000	<input type="checkbox"/> \$4,400	<input type="checkbox"/> \$8,000	<input type="checkbox"/> \$12,000
Rock 'n' Roll New Orleans	Mar. 2– 3	<input type="checkbox"/> \$1,750	<input type="checkbox"/> \$2,150	<input type="checkbox"/> \$3,500	<input type="checkbox"/> \$3,900	<input type="checkbox"/> \$7,000	<input type="checkbox"/> \$10,500
Rock 'n' Roll Washington D.C.	Mar. 8-9	<input type="checkbox"/> \$2,750	<input type="checkbox"/> \$3,150	<input type="checkbox"/> \$5,500	<input type="checkbox"/> \$5,900	<input type="checkbox"/> \$11,000	<input type="checkbox"/> \$16,500
Rock 'n' Roll Dallas	Mar. 23 - 24	<input type="checkbox"/> \$1,500	<input type="checkbox"/> \$1,700	<input type="checkbox"/> \$3,000	<input type="checkbox"/> \$3,200	<input type="checkbox"/> \$6,000	<input type="checkbox"/> \$9,000
Rock 'n' Roll San Francisco	April 6-7	<input type="checkbox"/> \$1,250	<input type="checkbox"/> \$1,450	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$2,700	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$7,500
Rock 'n' Roll Raleigh	April 6-7	<input type="checkbox"/> \$1,250	<input type="checkbox"/> \$1,450	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$2,700	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$7,500
Rock 'n' Roll Nashville	April 26 – 27	<input type="checkbox"/> \$2,750	<input type="checkbox"/> \$3,150	<input type="checkbox"/> \$5,500	<input type="checkbox"/> \$5,900	<input type="checkbox"/> \$11,000	<input type="checkbox"/> \$16,500
Rock 'n' Roll San Diego	June 1– 2	<input type="checkbox"/> \$2,750	<input type="checkbox"/> \$3,150	<input type="checkbox"/> \$5,500	<input type="checkbox"/> \$5,900	<input type="checkbox"/> \$11,000	<input type="checkbox"/> \$16,500
Rock 'n' Roll Seattle	June 8 – 9	<input type="checkbox"/> \$1,750	<input type="checkbox"/> \$2,150	<input type="checkbox"/> \$3,500	<input type="checkbox"/> \$3,900	<input type="checkbox"/> \$7,000	<input type="checkbox"/> \$10,500
Rock 'n' Roll Chicago	July 20– 21	<input type="checkbox"/> \$1,750	<input type="checkbox"/> \$2,150	<input type="checkbox"/> \$3,500	<input type="checkbox"/> \$3,900	<input type="checkbox"/> \$7,000	<input type="checkbox"/> \$10,500
Rock 'n' Roll Virginia Beach	Aug. 31 – Sept. 1	<input type="checkbox"/> \$1,250	<input type="checkbox"/> \$1,450	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$2,700	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$7,500
Rock 'n' Roll Philadelphia	Sept. 14 – 15	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$2,400	<input type="checkbox"/> \$4,000	<input type="checkbox"/> \$4,400	<input type="checkbox"/> \$8,000	<input type="checkbox"/> \$12,000
Rock 'n' Roll San Jose	Oct. 5 – 6	<input type="checkbox"/> \$1,500	<input type="checkbox"/> \$1,700	<input type="checkbox"/> \$3,000	<input type="checkbox"/> \$3,200	<input type="checkbox"/> \$6,000	<input type="checkbox"/> \$9,000
Rock 'n' Roll Denver	Oct. 19 – 20	<input type="checkbox"/> \$1,500	<input type="checkbox"/> \$1,700	<input type="checkbox"/> \$3,000	<input type="checkbox"/> \$3,200	<input type="checkbox"/> \$6,000	<input type="checkbox"/> \$9,000
Rock 'n' Roll Los Angeles	Oct. 26 -2 7	<input type="checkbox"/> \$1,250	<input type="checkbox"/> \$1,450	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$2,700	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$7,500
Rock 'n' Roll Savannah	Nov. 1 – 2	<input type="checkbox"/> \$1,750	<input type="checkbox"/> \$2,150	<input type="checkbox"/> \$3,500	<input type="checkbox"/> \$3,900	<input type="checkbox"/> \$7,000	<input type="checkbox"/> \$10,500
Rock 'n' Roll Las Vegas	Nov. 8– 10	<input type="checkbox"/> \$3,500	<input type="checkbox"/> \$3,900	<input type="checkbox"/> \$7,000	<input type="checkbox"/> \$7,400	<input type="checkbox"/> \$14,000	<input type="checkbox"/> \$17,500
Rock 'n' Roll San Antonio	Nov. 30. –Dec. 1	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$2,400	<input type="checkbox"/> \$4,000	<input type="checkbox"/> \$4,400	<input type="checkbox"/> \$8,000	<input type="checkbox"/> \$12,000
Carlsbad 5000	Mar. 24 – 25	<input type="checkbox"/> \$1,100	<input type="checkbox"/> \$1,300	<input type="checkbox"/> \$2,200	<input type="checkbox"/> \$2,400	<input type="checkbox"/> \$4,400	<input type="checkbox"/> \$6,000

**Company Information, Additional Services, Discounts, & Order Total**

**1. Company/Organizational Information**

Company Name:	DBA:
Product/Service:	Website URL:
On-Site Contact:	Email:
Address:	
City, State, ZIP Code:	Phone:
List of approved items to be exhibited:	

**2. Discounts:**

**Early Pay** - 10% discount may be offered on the listed price if exhibitor has a fully paid and executed contract 30 days prior to the event date. May be disqualified as determined by WTC in its sole and absolute discretion.

**Volume** - After all other discounts have been applied, a 10% volume discount will be available for contracts which include 5 or more events which are prepaid in full.

**3. Pricing Details – WTC Official Use Only**

30 Day Discount:

Volume Discount:

Food & Beverage Discount:

**4. Order Total:**

Booth Space	\$ _____
Add. Services	\$ _____
Booth Space Discount	\$ _____
<b>Order Sub Total</b>	<b>\$ _____</b>
<b>Total</b>	<b>\$ _____</b>



**Vendor Payment Information**

**5. Payment Type**

- Check *(not accepted within 30 days of event)*
- Credit Card
- Wire

Please make checks payable to: Competitor Group Inc.

**6. Vendor Payment Information**

Company Name:		DBA:	
Name on Credit Card:			
Billing Address:			
City, State, ZIP Code:			
Phone:		Email:	
<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMEX	<input type="checkbox"/> Discover
CC Account Number			
Expiration Date:		Security Code:	

**7. Credit Card Authorization**

I hereby authorize the following amount to be applied to the credit card detailed above.

I understand that any amounts owed in excess of such authorized total will require authorization on a separate vendor payment/authorization form.

**Authorized Total (Total Amount Due): \$ \_\_\_\_\_ USD**

**8. Authorization of Card Use**

I, the undersigned, hereby certify that: (a) I am the authorized holder and signer of the credit card referenced above; and (b) all information contained in this form is complete and accurate.

I hereby authorize collection of payment for all charges as indicated above.

Cardholder Name:	Date:
Cardholder Signature:	

WTC Representative Name:	Date:
WTC Representative Signature:	

## Expo Agreement

By submitting this application, the above-referenced Vendor is confirming its acceptance of, and agreement to, the following:

### EXPO VENDOR RULES & REGULATIONS

1. **Acceptance of Terms.** These Expo Vendor Rules & Regulations (the "Expo Rules") apply to each "Expo" or other vendor exhibition (each, an "Expo") organized by World Triathlon Corporation, Competitor Group, Inc. or any of their affiliates or licensees, as applicable ("Operator") in connection with any of the IRONMAN<sup>®</sup>-, IRONMAN<sup>®</sup> 70.3<sup>®</sup>-, or Rock 'n' Roll Marathon Series<sup>®</sup>- branded events, as applicable, identified in the above application (collectively, the "Event"). The vendor named in the application above ("Exhibitor") agrees to be bound by the Expo Rules and to any amendments hereto that Operator may from time to time establish. For purposes of the Expo Rules, "Operator Affiliate" means any direct or indirect parent company of World Triathlon Corporation ("WTC") or Competitor Group, Inc. ("CGI") (as applicable), any direct or indirect subsidiary of WTC or CGI (as applicable), or any other affiliate of WTC or CGI (as applicable).

2. **Availability.** Applications for space at any Expo are accepted on a first-come, first-served basis, and are subject to availability. Operator reserves the right to, in Operator's sole and absolute discretion: (a) accept or reject any application for any Expo space and/or athlete kit insert on an event-by-event basis; and (b) relocate and/or rearrange exhibit space at any Expo at any time. For the avoidance of doubt, Exhibitor acknowledges that booth preference within any Expo is not guaranteed.

3. **General Restrictions.** Exhibitor may not assign, transfer, share, sublet, or apportion in whole or in part any allotted Expo space. Exhibitor may promote only Exhibitor's business, products (or products that Exhibitor is otherwise authorized to promote), and/or services at the Expo, and such promotion must occur solely from within the Expo space assigned to Exhibitor by Operator. Exhibitor may not represent more than one (1) brand at any Expo without the prior written approval of Operator. Prior to the Expo, Exhibitor must provide to Operator a written description of all of Exhibitor's proposed activities, samples, products, and giveaway items, all of which will be subject to the prior written approval of Operator. For the avoidance of doubt, Exhibitor may conduct direct sales of approved products only from within the Expo space assigned to Exhibitor by Operator. Exhibitors may not spread out beyond their activation footprint to conduct sales and/or sample to Expo or event attendees.

4. **Safety; Security.** Operator will not be responsible for the safety of exhibits, exhibit material, and/or Exhibitor's property (including without limitation Exhibitor's merchandise) against theft, fires, accident, or any other cause before, during, or after the Expo. Exhibitor understands that the Expo may be held outdoors and that the Exhibitor is responsible for the safety of its exhibit during inclement weather. Although it is anticipated that security personnel will be on duty during non-Expo hours, all property of Exhibitor remains the Exhibitor's sole responsibility. Exhibitor agrees to make provisions for the safekeeping of its exhibit material, merchandise, etc., before, during, and after the Expo.

5. **Prohibited Activities and Products.** Operator reserves the right to remove Exhibitor and/or its accompanying exhibit material from the Expo in the event that an activity or presentation is deemed, in Operator's sole and absolute discretion, inappropriate or detrimental to Operator or the professional nature of the Expo. The following goods, products and services are not allowed to be sold, promoted, displayed, or otherwise made available by Exhibitor at any Expo: (a) any Prohibited Merchandise (as defined below); (b) any goods, products, or services that are prohibited at any Expo by such Expo's host venue; or (c) any other product, good, or service that conflicts with any other sponsor or Exhibitor to whom Operator has granted exclusivity (or other preferential right) with respect to such good, product, or service category in connection with the Expo or the applicable event (including without limitation as of January 2018 the following: (A) with respect to WTC and its applicable Operator Affiliates, (i) any energy drinks (e.g., Red Bull<sup>®</sup>); (ii) sunglasses with a per-item selling price equal to or less than \$100.00 USD; and (iii) any type of watch, wrist instrument, or heart rate monitor); and (B) with respect to CGI and its applicable Operator Affiliates, (i) any automobile, van, truck, recreational vehicle or other motor vehicle and/or automotive finance company; (ii) any insurance product or service provided by any of the following: MetLife, Travelers, State Farm, Allstate, Progressive, USAA, Farmers, Liberty Mutual, Nationwide Group, American Family, Hartford, Erie, Auto Club Enterprises/CSAA Insurance Group/AAA, Mercury, and Esurance; and (iii) any alcohol or non-alcohol malt beverage products. In addition, in no event may Exhibitor use, or permit to be used, any Expo for, in connection with, or to promote any goods, products, services, substances, or methods that are in any Prohibited Category (as defined below) or are deemed, in the Operator's sole discretion, to be detrimental or harmful to Operator, any Operator Affiliate, any Event, any Event host venue, any participant or athlete thereof, or the sports of triathlon, swimming, cycling, running, or mountain biking. Operator reserves the right to prohibit Exhibitor from exhibiting, keeping, or promoting in the Expo space any goods, products, services or methods that Operator reasonably determines do any of the foregoing (including without limitation certain sports nutrition, dietary supplements, vitamins, medical equipment, medical treatments, medical services, and intravenous products and treatments) or that were not approved by Operator in writing prior to such Expo. Exhibitor represents and warrants that each good, product, or service that Exhibitor promotes at, or in connection with, any Event (the "Exhibited Products") does not contain any substance or involve any method identified on the WADA Prohibited List (as defined below) or otherwise constitute an anti-doping rule violation as defined by the WADA Code (as defined below), any Operator or Operator Affiliate anti-doping rules (as amended from time to time), or any other anti-doping rules governing any Event (as amended from time to time). In the event of any claim against Operator (or any Operator Affiliate) that any Exhibited Product, or any other Exhibitor product or service, contains a prohibited substance or constitutes a prohibited method or an anti-doping rule violation, Exhibitor will cooperate with Operator in the defense of such claim and will indemnify and hold Operator and the Operator Parties (as defined below) harmless from any and all Claims (as defined below) arising out of or in connection with such claim. For the avoidance of doubt, the foregoing is in addition to, and not in place of, any other indemnification obligations set forth in this Agreement. Exhibitor further represents and warrants that the manufacture, packaging, distribution, advertising and sale of each Exhibited Product complies with all applicable laws, statutes, regulations, codes, by-laws, safety standards, and ethical norms (including without limitation all food and beverage regulations such as those created by the U.S. Food and Drug Administration, the Australian Food Standards Certification and Therapeutic Goods Manufacturing Certification, the European Food Safety Authority, the Agri-Food & Veterinary Authority of Singapore, etc.) relating to the manufacture, production, promotion, distribution and sale of such Exhibited Products, including the highest standards of business ethics prevailing in the industry, in particular those relating to child or prison labor and food and consumables safety. If Exhibitor has the right hereunder to provide promotional materials or gift items for placement in any athlete, volunteer, VIP, or media kits at any Event, and Exhibitor desires to promote a product that is a vitamin, supplement, or sports nutrition product

(a "Supplement Product"), Exhibitor may only promote a Supplement Product if such Supplement Product has obtained, and will maintain during each such Event, third party certification of such Supplement Product. Currently Operator accepts the following third-party certifications: (A) the NSF Certified for Sport® ([www.nsf-sport.com](http://www.nsf-sport.com)); (B) LCG Informed-Sport ([www.informed-sport.com](http://www.informed-sport.com)); or (C) LCG Informed-Choice ([www.informed-choice.com](http://www.informed-choice.com)). Operator reserves the right to recognize or require a specific third party certification for any Supplement Product based on Operator's evaluation of the Supplement Product and its product manufacturing process, and associated assessment of potential risk. If Exhibitor elects to promote any certified Supplement Product in such kits, Exhibitor shall submit to Operator proof of the third party registration when submitting the Supplement Product to Operator for approval. Operator reserves the right to deny (in its sole discretion) the promotion of any Supplement Product in any kit. During each Expo, Exhibitor shall ensure ongoing compliance with all certification requirements for any Supplement Product promoted in any kit and shall immediately report any failure of compliance to Operator. "Prohibited Categories" means (1) any goods, products, services, substances, or methods that are prohibited by, violate or conflict with, or otherwise constitute an anti-doping rule violation as defined by, in each case, any of the following: the World Anti-Doping Agency ("WADA") List of Prohibited Substances and Prohibited Methods (as amended from time to time by WADA) (the "WADA Prohibited List") (such list is available at [www.wada-ama.org/en/prohibited-list](http://www.wada-ama.org/en/prohibited-list)), the World Anti-Doping Code (as amended from time to time by WADA) (the "WADA Code"), any Operator or Operator Affiliate anti-doping rules (as amended from time to time) (e.g., the IRONMAN® Anti-Doping Program), or any other anti-doping rules governing any Event (as amended from time to time) (e.g., any rules of the International Triathlon Union or International Association of Athletics Federation, etc.); (2) sex-related items or services (e.g., pornography, nude or semi-nude establishments, contraceptives, and escort services); (3) tobacco products (e.g., cigarettes, cigars, pipe tobacco, chewing tobacco, and snuff) and e-cigarettes/vaping; (4) gambling (excluding resort casinos and legal lotteries); (5) religious organizations; (6) political candidates/parties and/or any pressure groups; (7) products or services that are illegal in the jurisdiction in which the applicable event takes place; (8) firearms, ammunition, and other weapons and weapons-related items; (9) recreational drugs (including cannabis and tetrahydrocannabinol (THC), whether or not being promoted for medicinal purposes); and (10) alcohol (with the exception of wine and champagne and the following cereal malt beverages: beer, lagers, bitter, pilsners, ales, stouts, fruit beers, cider, fruit cider, perries, products that are combinations of the foregoing).

6. No Sponsorship, Merchandise, Intellectual Property or Media Rights. Unless otherwise expressly set forth in a separate written sponsorship agreement with Operator, Exhibitor is not entitled to, and Operator does not grant to Exhibitor, any sponsorship rights or benefits under this Expo Contract. Unless otherwise expressly authorized to do so pursuant to a separate written license agreement with Operator, Exhibitor shall not sell, promote, produce, display, or otherwise make available any merchandise, goods, products, or services that are Event-branded, Expo-branded, Operator-branded, Operator Affiliate-branded, or branded or marked using (a) IRONMAN®, IRONMAN® 70.3®, the "M-Dot", "140.6", "70.3", or Rock 'n' Roll Marathon Series®, (b) any sponsorship designation (or that suggest endorsement by Operator), (c) the name or logo of any Operator or Operator Affiliate race or event, (d) any other intellectual property of Operator or any Operator Affiliate (including without limitation the IRONMAN®, IRONMAN® 70.3®, the "M-Dot", "140.6", "70.3", Iron Girl®, IRONKIDS®, the "K-Dot", Velothon®, and Cape Epic® marks and names), or (e) any words or marks that refer to, or are suggestive of, or confusingly similar to, the logo, name, location, date, or race distance for any Operator or Operator Affiliate race or event, or any intellectual property of Operator or any Operator Affiliate (including without limitation the word "IRON") (collectively, "Prohibited Merchandise"). Unless otherwise expressly authorized to do so pursuant to a separate written license agreement with Operator, in no event may Exhibitor use any photos or video footage or content of any Operator or Operator Affiliate race or event (including such event's Expo), or any photos or video footage or content including any sponsorship designation, any Operator or Operator Affiliate race or event name or logo, or any other intellectual property of Operator or any Operator Affiliate (in each case, whether such footage is owned, or was taken or produced, by Operator, an Operator Affiliate, Exhibitor, or any third party) in any way in any media (including without limitation in any television or Internet broadcast, documentary, movie, web series, or mini-series).

7. Late Arrivals. Exhibitor shall promptly notify Operator if Exhibitor anticipates arriving (or setting up) at the Expo location later than the date or time communicated by Operator as the proper move-in/set-up window. If Exhibitor arrives after the proper move-in/set-up window, Operator reserves the right to (a) re-assign Exhibitor's specific space to a third party to ensure a professional appearance of the Expo (including without limitation having a contiguous row of occupied Expo spaces (i.e., no "gaps") on every day of the Expo), (b) assign Exhibitor to a replacement space, and/or (c) require Exhibitor to move-in/set-up only after the Expo is closed for the day (i.e., "after hours").

8. Tear-Down; Clean-Up. Exhibitor shall remove all exhibits and materials from the Expo only during the time period(s) established by Operator. Exhibitor must leave its Expo space clean (free and clear of all trash and other debris) and in substantially the same condition as when Exhibitor took possession of such space. If Exhibitor fails to do so, Operator may: (a) impose a reasonable fee (which Exhibitor hereby agrees to pay, and hereby authorizes Operator to charge the credit card, if any, provided by Exhibitor to Operator for payment of such fees); and (b) terminate or restrict Exhibitor's rights at future events. For the avoidance of doubt, Exhibitor may not pack up or dismantle its exhibit except during the permitted tear-down time determined by Operator. Operator will not store or ship any items or otherwise be held liable for any property left by Exhibitor after the Expo. Exhibitor must make all post-Expo storage or shipping arrangements in advance of the applicable event.

9. Insurance. With respect to Exhibitor's involvement with the Expo, Exhibitor must maintain in full force and effect: (a) Worker's Compensation insurance, providing at least \$500,000 in coverage per incident; and (b) Comprehensive General Liability insurance, providing at least \$1,000,000 in coverage per occurrence. Such policies must name "World Triathlon Corporation or Competitor Group, Inc. (as applicable) and its shareholders, officers, directors, employees, agents, successors, assigns, and affiliates" as additional insured and must be endorsed to provide a waiver of subrogation in favor of such parties. Nothing in this paragraph shall limit the amount of liability for which Exhibitor may be responsible. Upon request by Operator, Exhibitor shall promptly provide to Operator copies of certificates of insurance evidencing the coverage and additional insured required in this section.

10. Indemnification. Exhibitor agrees to indemnify, defend, and hold harmless Operator, its affiliates, and each of their respective owners, directors, officers, employees, partners, managers, representatives, and agents, including their successors and assigns (collectively, the "Operator Parties") from and against any and all claims, causes of action, losses, damages, injuries, deaths, harms, liabilities, suits, proceedings, settlements, judgments, awards, fines, penalties, taxes, court costs, fees (including any attorneys' fees, legal fees, expert fees, accounting fees, or advisory fees), charges, costs, or expenses (collectively, "Claims") directly or indirectly arising out of, relating to, or in connection with: (a) operation, use, set-up, tear-down, over-stay, or holdover of Exhibitor's Expo space (including without limitation any injury or death to any person, or any loss, damage, theft, or destruction of any property, in connection with such Expo space); (b) any items, materials, or other products or services provided or made available by Exhibitor at any Expo, including without limitation any product liability claim related thereto; (c) any violation or breach by Exhibitor of any of the Expo Rules; (d) any action or failure to act by Exhibitor in connection with its performance of any obligation under the Expo Rules; (e) any unauthorized use by Exhibitor of any intellectual property of Operator or any third party; or (f) any failure by Exhibitor to comply with any applicable federal, state or local laws, regulations or codes in connection with its performance of its obligations under the Expo Rules.



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11. LIMITATION OF LIABILITY. The aggregate liability of the Operator Parties for any and all Claims arising out of or in connection with the Expo Rules, any Expo, or any other claim, will be limited to the dollar amount of the funds actually received (and not returned) hereunder by Operator from Exhibitor. Notwithstanding anything to the contrary in the Expo Rules, none of the Operator Parties will be liable for lost profits or any special, indirect, consequential, or punitive damages. The limitation of liability set forth herein is for any and all Claims and other matters for which any Operator Party may otherwise have liability arising out of or in connection with the Expo Rules or any Expo, whether the Claim arises in contract, tort, statute, or otherwise, and this limitation of liability is cumulative, with all payments for Claims in connection with the Expo Rules or any Expo being aggregated to determine satisfaction of the limit. The existence of one or more Claims will not enlarge the limit.

12. Cancellations or Changes by Exhibitor. The cancellation of any Expo space reservation by Exhibitor will result in a complete forfeiture by Exhibitor of the total amount(s) due for such Expo space reservation; provided, however, that if Exhibitor notifies Operator in writing of Exhibitor's intention to cancel such reservation at least thirty-one (31) days prior to the opening date of such cancellation's Expo, Exhibitor may transfer such Expo space reservation to another Operator event, reasonably acceptable to Operator, that is scheduled to occur during the same calendar year as the cancelled reservation.

13. Other Cancellations and Changes. If any event other than a force majeure event prevents Operator from holding the Expo in its entirety (other than because of gross negligence or misconduct by Exhibitor), Operator will return the amount paid by Exhibitor for its Expo space reservation with respect to the Expo of the cancelled event, including any deposit, or offer for Exhibitor to transfer the Expo space reservation to another Operator event, of commensurate value and reasonably acceptable to Operator, that is scheduled to occur during the same calendar year as the cancelled Expo. If Operator is prevented from holding the Expo in its entirety by reason of force majeure, Operator will offer for Exhibitor to transfer the Expo space reservation to another Operator event, of commensurate value and reasonably acceptable to Operator, that is scheduled to occur during the same calendar year as the prevented Expo. If for any reason Operator determines that the location of the Expo should be changed or the dates of the Expo postponed or changed, no refund will be made and Operator shall assign to the Exhibitor, in lieu of the original space, such other space as Operator deems appropriate, and the Exhibitor agrees to use such space in accordance with the Expo Rules. Except to the extent expressly set forth herein, Operator will not be financially or otherwise liable to Exhibitor if the Expo is cancelled, postponed, or relocated.

14. Assignment; Binding Effect; No Third-Party Rights. Exhibitor may not assign or delegate any of its rights or obligations under the Expo Rules or with respect to any Expo unless Exhibitor obtains Operator's prior written consent to such assignment or delegation. Any purported assignment or delegation in violation of the Expo Rules is void and of no effect. The Expo Rules are binding on, and will enure to the benefit of, Exhibitor and its successors and permitted assigns (or, as applicable, its heirs and representatives), and Operator and its successors and assigns. Subject to the immediately preceding sentence, no third party has or will have any rights or remedies under or in connection with the Expo Rules.

15. Relationship of the Parties. The parties are acting herein as independent contractors. Nothing herein creates or will create or be construed as creating a partnership, joint venture or agency relationship between the parties. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

16. Governing Law; Dispute Resolution. The Expo Rules (and the accompanying Expo Vendor Application) is governed by the laws of the State of Florida, without regard to any conflicts of law principals. Any dispute or disagreement between the parties in connection with either any interpretation of the Expo Rules or the performance or nonperformance thereof shall be settled by direct negotiations between the parties, and if such direct negotiations are unsuccessful, then by arbitration before the American Arbitration Association. Unless otherwise agreed to by both parties in writing, any such arbitration shall be conducted in Tampa, Florida. For the purpose of judicial enforcement, the judgment upon any award rendered by the arbitration tribunal may be entered in any court having jurisdiction thereof.

17. Interpretation. The captions and section headings in the Expo Rules are for convenience of reference only and will not affect or be utilized in construing or interpreting the Expo Rules or any portion hereof. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision will be deemed to be severed from the Expo Rules. The Expo Rules will be construed without regard to any presumption or rule requiring construction or interpretation against the party that drafted (or caused to be drafted) the Expo Rules or any portion hereof.

18. Entire Agreement; Modification; Severability. The Expo Rules set forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersede all prior or contemporaneous agreements, arrangements, and understandings, whether written or oral, between the parties. Except as expressly set forth herein, there are no promises, conditions, representations, understanding, interpretations, or terms of any kind as conditions or inducement to the execution hereof or in effect between the parties with respect to the subject matter hereof. Operator, at its sole discretion, may from time to time make reasonable changes, amendments, or additions to the Expo Rules. Any such changes, amendments, or additions shall be binding on Exhibitor. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision will be deemed to be severed from the Expo Rules.

## **Agreement to Expo Rules**

*By signing as the authorized Exhibitor, I, the undersigned, hereby certify that the Exhibitor will be legally bound by, and will comply with, these Expo Rules*

Authorized Exhibitor Representative Name:	Date:
Authorized Exhibitor Representative Signature:	

WTC Representative Name:	Date:
WTC Representative Signature:	