



- 1) Conqur Endurance Group (“Conqur”), the operator of the Skechers Performance Los Angeles Marathon, retains all right, title, and interest in the use of the Skechers Performance Los Angeles Marathon name, trademarks, trade names, service marks, patents, logos, and copyrighted materials (“Conqur Intellectual Property”). Exhibitors, goodie bag vendors and their agents are not permitted to use the names City of Los Angeles Marathon, LA Marathon, L.A. Marathon, Los Angeles Marathon, and/or any Conqur Intellectual Property for any purpose or in the sale or giveaway of any merchandise without the express written permission from Conqur.
- 2) Exhibitor and/or goodie bag vendors hereby grants to Conqur the worldwide right and license in perpetuity to use pictures, depictions, recordings, and filming of the Exhibitor’s exhibit and/or goodie bag inclusions in any broadcast, telecast, advertising promotion, or other account of the Event in any form and for any purpose, without compensation or approval.
- 3) While every care is taken that the stand spaces are of the dimensions stated at the time of accepting the Exhibitors’ applications for space, Conqur shall not be liable for any variation that may occur. Exhibitors and/or their contractors are responsible for checking the accuracy of the marking out of their allotted space.
- 4) Conqur will assign booths at its discretion and reserves the right to change any exhibitor’s assigned booth prior to set up. Conqur shall not be liable for foot traffic or any floor plan variation that may occur. Premium spacing does not guarantee foot traffic. Floor plan subject to change without prior notice.
- 5) Conqur will assign the virtual goodie bag inclusion order at its discretion and reserves the right to change any inclusion’s assigned placement prior to initial send date.
- 6) While every care is taken that to send three virtual goodie bag inclusions, Conqur shall not be liable for any variation that may occur.
- 7) Exhibitors will staff their booths continuously during the event hours and will not commence to dismantle the same or remove goods and/or materials prior to 5:00 PM on Saturday, March 18, 2017. All booth materials must be removed no later than 9:00 PM on Saturday, March 18, 2017.
- 8) Exhibitor and/or goodie bag vendors will not sublet the exhibit space and/or goodie bag inclusion contracted for and shall not exhibit or permit to be exhibited any merchandise other than specified in the application without the express written permission from Conqur.
- 9) Merchandise can be sold at the Expo. Sales of food are not permitted except with the consent of Levy/Conqur. Orders for future deliveries are permitted from all Exhibitors. Conqur is not responsible for



exhibitors' and/or goodie bag vendor's sales performances. Promotional items may be distributed in your booth.

10) All Exhibitors must comply with the requirements of the City of Los Angeles and other relevant authority, and all Exhibitors are deemed as having notice of such requirements and regulations bound thereby. All Exhibitors must also comply with the requirements and prohibitions set forth in the Los Angeles Convention Center Standard Terms and Conditions for Consumer Shows, attached hereto as Exhibit A, and shall not do anything to breach, or cause Conqur to breach, those terms and conditions.

11) All Exhibitors and/or goodie bag vendors must provide Conqur with a California Resale Number or a completed California State Board of Equalization Form BT-410-D prior to the event. All Exhibitors sampling food or beverages are required to obtain a County of Los Angeles Health Permit prior to the event.

12) Conqur reserves the right to reject or restrict any exhibit or goodie bag inclusion which, in its sole discretion, determines is inconsistent with the mission, purpose, or character of the Expo, Goodie Bag or Marathon.

13) All materials and displays must be arranged in such a manner so as not to disturb the aisles or exhibits in adjacent exhibits, either physically or visually. Literature and/or other promotional material cannot be handed out or left for display, or otherwise distributed in any area other than the booth space at any time.

14) The arrival, installation, erection, and removal of booth fittings must conform to the timetable or to specific directions issued by Conqur. Each Exhibitor must arrange and pay for the conveyance of goods, exhibitors stand in the Expo, and for their installation and subsequent removal and disposal. Plans for specifically built displays must be submitted to Conqur for approval, and approved by Conqur, before the Expo opens. Exhibitors may not hang anything from the ceiling. No cases or packing materials of any sort may be brought in or out of the exhibition hall during show hours.

15) Exhibitors and their agents must not deface property. Should such damage occur, the Exhibitor is liable to the damaged property's owner. Exhibitors accept responsibility for any damage that they or their staff or contractors cause to the LA Convention Center, including, without limitation, carpets, walls, windows, floors, curtains, and any other property. Any damage shall be made good at the Exhibitor's expense to the entire satisfaction of the owners.

16) Exhibitor agrees that no electrical wiring or installation shall be performed except by the electrical contractor authorized by Conqur or the facility. Exhibitor agrees not to make undue noise, odor, or obstruct sales, use bright or hazardous lights, cause damage to the facility or booth equipment, or act in any manner deemed inappropriate by Conqur or the LA Convention Center. No flammable decoration



or other materials such as helium of flammable nature may be used in connection with the space. Use of materials must conform to local fire department regulations and LA Convention Center Rules.

17) Conqur will hire a security guard service to secure materials kept in the event area during the times the event is not open to the public; however, Conqur shall not be liable for the acts or omissions of the security guards.

18) Exhibitor assumes all responsibility for loss, theft or destruction of goods delivered to the event or for materials left in the event area after closing hours. Exhibitors wishing to insure their display materials including merchandise must do so at their own expense.

19) Each Party shall be excused from any default in its obligations under this Agreement, other than payment of money due, to the extent that any such default is a result of any act or event beyond its reasonable control, including, but not limited to, Acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity. The affected Party by any such event of Force Majeure shall provide the other Party with written notice thereof promptly after the affected Party first learns of such event and must act reasonably and diligently to remedy the cause of, or to mitigate or overcome, such delay or failure.

20) Should any Exhibitor fail to exhibit and/or goodie bag vendor fail to provide content, Conqur reserves the right to deal with the vacant space as it deems fit, including without limitation providing the space to a replacement vendor. Non-occupation or supply of content will in no way absolve Exhibitors and/or goodie bag vendors from their financial obligation to Conqur.

21) If any Exhibitor and/or goodie bag vendor notifies Conqur in writing by January 15, 2017 that owing to unforeseen circumstances Exhibitor is unable to occupy the space allotted to it and/or provide content, Conqur may at its sole discretion cancel the allotment without prejudice to any claim by Conqur against the Exhibitor and/or goodie bag vendor. Should Conqur succeed in re-letting any such canceled space at the fixed charge Conqur may, at its sole discretion, relieve the Exhibitor of part of its responsibility for the vacated space.

22) Exhibitor and/or goodie bag vendors shall indemnify, defend, and hold harmless Conqur Endurance Group, and their respective owners, shareholders, directors, officers, employees, representatives, agents, contractors, affiliated entities, heirs, successors, and assigns (hereinafter individually and collectively referred to as the "Conqur Parties") from and against any and all demands, claims, suits, cause or causes of action, whether at law or in equity, costs, expenses and reasonable outside attorneys'



fees, and any liability whatsoever, to anyone for any damages and/or injuries whatsoever, including, without limitation, injuries to their persons, property, and/or reputation, arising out of, resulting from, or incident to the performance of this Agreement by Exhibitor and/or goodie bag vendor, the willful misconduct and/or active or passive negligence of Exhibitor and/or goodie bag vendor and/or its officers, employees, representatives, agents, contractors, affiliated entities, heirs, successors, and assigns (hereinafter individually and collectively referred to as the “ Exhibitor’s Parties”), and/or anyone acting by, through, or in concert with the Exhibitor’s Parties, and/or the use of the Promotional Space by the Exhibitor’s Parties. As part of the foregoing, but without limiting the effect thereof, Exhibitor and/or goodie bag vendor specifically agrees to indemnify, defend, and hold harmless the Conqur Parties from and against any and all demands, claims, suits, costs, attorneys’ fees, and liability to anyone, arising out of, resulting from, or incident to any injuries sustained by anyone by reason of slipping and falling while on the Premises in connection with Exhibitor’s use of the Promotional Space and/or any of Exhibitor’s activities under this Agreement, even if the slip and fall was caused by a defect or condition in the Promotional Space and failed to remedy and/or warn Exhibitor about. Additionally, Exhibitor shall be and remain fully responsible for the loss of, loss of use of, damage to, or destruction of, any and all property, including, without limitation any vehicles and equipment, that Exhibitor may bring or cause to have brought into the Promotional Space; provided, however, that Exhibitor shall not be responsible for any damage to such property which is proximately caused by the willful misconduct of the Conqur Parties.

23) Exhibitor and/or exhibitor is responsible for any costs, expenses and reasonable outside attorneys’ fees for any claim made against Conqur.

24) Each Exhibitor and/or goodie bag vendor shall indemnify Conqur against any claim that may be made upon them in respect to any alleged infringement of any copyright, patent, or other intellectual property right by another Exhibitor and/or goodie bag vendor during the period of its occupancy of any allotted space and/or Skechers Performance Los Angeles Marathon issued goodie bags.

25) The Exhibitor agrees that for and during the period of the Term of this Agreement and one year beyond the Term, they shall carry commercial general liability insurance with a combined single limit of liability of \$1,000,000 per occurrence \$2,000,000 in the aggregate for bodily injury and property damage, and that they will name Conqur as an additional insured on that policy. The Exhibitor and/or goodie bag vendor further agrees to provide Conqur with a certificate of insurance evidencing such coverage.

25) Each Exhibitor and/or goodie bag vendor is bound in all respects by these Rules and Regulations. Exhibitors and/or goodie bag vendors must bring to the notice of all agents or contractors employed by them each of the provisions of the Rules and Regulations as may affect such agents and contractors and



any claim arising from the failure of the Exhibitors and/or goodie bag vendors to give such notice shall be the sole responsibility of the Exhibitor and/or goodie bag vendor concerned.

26) Music cannot be played in booth space. Exhibitors who violate this rule may be subject to licensing laws.

27) Violations of these Rules and Regulations may result in the forfeiture of exhibiting space or goodie bag inclusion, without refund at Concur's sole and absolute discretion, in addition to any other remedies available in law or in equity.