

**2011 Dallas White Rock Marathon  
Health & Fitness Expo**  
Automobile Building  
Fair Park, Dallas, Texas  
**Exhibit Space Application & Contract**

Sponsor: Dallas White Rock Marathon, a Texas corporation (“DWRM”)  
For all Expo questions contact Eileen Lavine at [expo@runtherock.com](mailto:expo@runtherock.com) or 469-579-8908

Main Contact:

Company: \_\_\_\_\_

Street 1: \_\_\_\_\_

Street 2: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Zip Code: [Country Code List]: \_\_\_\_\_

Main Contact Email Address: \_\_\_\_\_

Main Contact Daytime Phone: \_\_\_\_\_ Extension: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Company Web Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Products and Services to be Displayed: Art, Beauty, Clothing, Crafts, Education, Fitness, Food, Gifts, Health, Home, Décor, Jewelry, Leisure, Security, Technology, Travel, Other (List all Products, Brands & Activities that will be in your display): \_\_\_\_\_

\_\_\_\_\_

I have read and agree to abide by the rules and regulations as set forth in this contract.

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibitor understands that proof of liability insurance, naming DWRM as an additional insured is required and must be received in the show office prior to the official set-up days.**

The Exhibitor understands that the booth needs to be staffed during show hours. Exhibitor will not pack, breakdown or remove items from display in any fashion until the show has been officially closed. If Exhibitor violates these rules, as determined by DWRM, an additional \$ 500.00 will be due and payable immediately. Exhibitor further understands that all legal fees and collection expenses will be its sole responsibility.

Exhibit space is allocated on a first-come, first-served basis. If the space requested has been assigned to another Exhibitor, DWRM will assign what it considers the best space alternative. Exhibitor shall have five (5) days after notice to accept or reject the assigned exhibit space. Exhibitor’s failure to reject the assigned space within such period shall be deemed acceptance of the assigned space. DWRM reserves the right to change floor plans and relocate spaces, if necessary; advance notice to Exhibitors will be provided.

Every Exhibitor must have a properly executed contract on file to participate. No exceptions.

Unless other arrangements are made with an authorized representative of DWRM, the payment of the exhibit space rental fee in full must be submitted with this application. Upon acceptance by DWRM, this contract is non-cancelable and non-assignable by the Exhibitor. If DWRM determines, in its sole discretion to allow an installment payment, then Exhibitor will be subject to a \$25 convenience fee. If the balance due under any installment arrangement (including the convenience fee) is not tendered at the time due, Exhibitor shall forfeit the exhibit space and all deposits made shall be deemed to be liquidated damages and not a penalty. If DWRM rejects the application of Exhibitor, all payments made by the Exhibitor will be promptly refunded. Exhibitor is contractually liable for any legal fees or costs in fulfilling the terms of this contract. Rates are noncommissionable.

Unless otherwise provided, any balance due will be automatically charged on the given credit card.

This contract is subject to the Additional Terms and Conditions, all of which are binding on Exhibitor, appearing later in this contract.

The "Facility" means the building in which the Show is held.

Contract is not valid until the designated representative of DWRM accepts it and responds with an invoice acknowledging Consideration due or paid. Placement is not guaranteed until Consideration is received and approved by management.

## RULES AND REGULATIONS

### 1. DISPLAY

- a. Exhibitor agrees to occupy the contracted space during the term of the show and to exhibit only the products described on the Agreement.
- b. Exhibitor booths **MUST** remain intact until 5:00pm CST on the last day of the show. Exhibitors are to have their booth set-up and ready one hour prior to show's opening unless prior written approval is given by DWRM. Failure to occupy a leased space during all of the exhibition hours is cause for DWRM to remove or replace the display with that of another Exhibitor.
- c. No Exhibitor shall change or add to the products and services to be displayed without the written consent of DWRM.
- d. Exhibitor shall maintain a responsible individual or individuals in the leased space at all times during the designated exhibition hours. Exhibitor shall be responsible for the conduct of any employee, agent, visitor or guest of Exhibitor in the exhibit space.
- e. Exhibitor's working personnel must display identification credentials provided by

DWRM at all times they are working in the exhibit. Credentials are non-transferable, and if transferred or used by any party other than the individual to whom it was issued, it may be canceled by DWRM.

f. Exhibitor, at his own expense, must drape the back of unsightly structures if exposed to view. Exhibitors are advised that they must pay strict attention to the appearance of their leased space. Displays must be neat and professional in appearance and avoid the look of a “flea market” or “fire sale”. Tattered cardboard cartons, unattractive drums, tubs, etc. are not to be visible to the public.

g. No special signs, partitions, apparatus, shelving, etc. may extend more than 8' above the floor along the back wall of the booth without the prior written permission of DWRM. No similar materials should extend above a side rail on a booth over 48", except to the point half way in the booth to the back wall line. Exhibitor must not obstruct the view of an adjoining Exhibitor's space, nor permit such exhibit to be placed or operated in any manner offensive or objectionable, in the reasonable opinion of DWRM, to the adjacent or surrounding Exhibitors or the Show as a whole.

h. All structural work, such as extra shelving, standards, display racks, etc. must meet the approval of DWRM. All materials must be fireproofed and, if necessary, tested by the fire department. All flammable materials such as bunting, trees, drapes, etc. must be fireproofed.

i. All labor necessary in setting up or removing exhibits must be supplied by Exhibitor and must comply with labor regulations pertaining to the Facility.

j. All aisles must be kept clear of exhibits. Interviews, demonstrations, distribution of literature, etc. must be made inside of the Exhibitor's space. No canvassing, solicitation of business or conference in the interest of business, except by exhibiting firms, is allowed. Canvassing, solicitation of business, and distribution of advertising matter will not be permitted within the Facility except within the Exhibitor's booth.

k. Balloons, glitter, adhesive backed decals and noise making devices are not permitted. Artificial lighting, such as lanterns or candles, are not permitted.

l. Use of sound equipment, such as microphones, televisions, VCR's, etc. will be permitted where appropriate to the display, provided sound is maintained at not more than “conversational” level. Electrical loud speakers shall not be used for the purposes of amplification. DWRM reserves the right to restrict Exhibitor's use of sound and other devices that may interfere with the best interests of the show.

m. In adherence with the music licensing policies as established by ASCAP and BMI, Exhibitor agrees not to play any recorded/taped music in the exhibit booth, including that which may be a part of an audio-visual presentation. The only exception allowed will be for an Exhibitor who has paid a licensing fee to ASCAP and/or BMI specifically permitting the use of specified recordings and arrangements and who provides to DWRM a valid, notarized statement clearly stating approval from ASCAP and/or BMI for Exhibitor's use of selected recordings/arrangement at consumer shows. (Legislation now in effect could result in substantial penalties being filed against Exhibitor and DWRM if music is played without express written permission.)

n. Any Exhibitor conducting a FREE DRAWING in the show must, prior to the

show's opening, notify DWRM about the drawing and the prizes to be awarded. After the show's closing, Exhibitor must notify DWRM to whom the prizes were awarded, including the name, address and phone number of any winning participant. Exhibitor may NOT solicit names for drawings where a cash purchase is required to win, and must comply with all other local, state and federal regulations regarding free prize drawings and raffles.

o. Unless otherwise specifically agreed upon in writing, Exhibitor has no right of exclusivity concerning products or services being offered or sold.

## 2. EXHIBITOR'S PROPERTY

a. Although security service will be furnished for the show, all of the Exhibitor's property at the show shall be at the sole risk of the Exhibitor and neither DWRM, the City of Dallas nor Fair Park (the "Facility") assumes any responsibility for damage to, loss, or theft of property belonging to Exhibitor, its agent, employees, business invitees, visitors or guests.

b. All video and still photography of any show exhibit and/or exhibit staff taken by any agent of DWRM will remain the property of DWRM for use in promoting current and future events or for use of any other purpose.

c. Exhibitor agrees to remove its exhibit from the Facility by the final move-out time limit, or in the event of failure to do so, Exhibitor agrees to pay DWRM for such additional costs as may be incurred. A breach of any conditions of this Agreement, which shall result in damages to DWRM or a failure by Exhibitor to remove an exhibit, equipment or paraphernalia at the time determined by DWRM shall cause the Exhibitor to become immediately liable on any unpaid sums owing hereunder. DWRM is hereby given permission by Exhibitor to take immediate possession of said equipment, paraphernalia or exhibit. Same may be removed, sold at public or private sales or destroyed with or without notice to Exhibitor to defray, liquidate or expunge any damage.

## 3. BUILDING

a. Exhibitor is liable for any damage it causes to the Facility or to any property of DWRM, its agents, other Exhibitors, or any other person or entity. Exhibitor may not apply paint, lacquer, adhesive or other coatings to the Facility or to the property of DWRM, its agents or any other Exhibitor.

b. No pins or tacks in drapes, walls posts, etc., are permitted. No nails or screws may be driven into the floor. (Only double faced cloth tape is permitted on the Facility floor.) No damage of any nature may be done to booth structures or to any part of the Facility.

c. Any special electricity, carpentry, wiring, gas, water, steam or drainage connection shall be installed by the Facility at the Exhibitor's expense.

d. The Dallas Fire Marshall prohibits the use of paper, crepe paper, corrugated paper, or cardboard that has not been flame proofed, for decoration of exhibit space. All cloth drapes and table covers must be fire resistant treated.

e. The Facility is adequately illuminated for general use. Electrical extension cords must be 3-wire grounded. Any additional electrical requirements will be provided at a cost to the Exhibitor.

f. Exhibitor sales or sampling of food and beverages for consumption in the Facility shall be made only with the permission of the Facility concessionaire.

**• If you are sampling any food, liquid product (beverage), or (other ingestible item) anything someone would consume, you must obtain a Special Event Temporary Food Establishment Permit through the City of Dallas, Environment and Health Services, Public Health Division.**

g. If permitted by the Facility's management, one-fourth tank, not to exceed 5 gallons, of gasoline, will be permitted in gasoline tanks in vehicles used in exhibits. There shall be no refueling of vehicles inside the Facility. Any vehicle leaking flammables shall be removed from inside the Facility. There shall be no storage of flammables inside the Facility area other than in fuel tank. The starting of vehicle engines shall be permitted during move-in and move-out ONLY. The battery of each vehicle shall be disconnected at all times. No propane, butane or other flammable fuel tanks are allowed unless never previously filled. All vehicles are open for inspection by the Fire Marshal at any time. All vehicles must be free of snow and ice before move-in.

h. Explosives and flammable materials prohibited or inconsistent with any rule, regulations or directive of any governmental fire prevention agency, whether State or local underwriting requirements of the National Association of Fire Underwriters, must of necessity be excluded.

i. No smoking is permitted inside the Facility at any time. Displays causing smoke or offensive odors must provide an exhaust to the outside of the Facility.

## ADDITIONAL TERMS AND CONDITIONS

### 1. SHOW MANAGEMENT

a. DWRM shall have the final decision in any disputes between exhibitors and in all matters not covered by the Rules and Regulations, including without limitation, any conflicts in the Exhibitor Guidelines and this Agreement, and the adoption of any rule or regulation prior to, during or after the show.

b. DWRM may, in its sole discretion; (i) determine the eligibility of exhibitors and exhibits; (ii) reject or prohibit exhibits or exhibitors; (iii) relocate exhibitors or exhibits; (iv) rent to another exhibitor any rented space remaining unoccupied on opening day or becoming unoccupied at any time thereafter, provided this shall not affect the obligation of the no show exhibitor to pay the full amount of the rental agreement, whether or not such space is re-rented. Without the express prior written permission of DWRM, there will be no exclusive use rights granted or permitted to any Exhibitor.

### 2. RULES AND REGULATIONS

a. Exhibitors shall comply with the Rules and Regulations attached to this Agreement and the guidelines set forth in the Exhibitor's Guide.

b. Exhibitors shall observe all agreements between DWRM and the official contractors serving the Facility and companies operating in the Facility, and Exhibitors

shall comply with labor law, ordinances and regulations of any government or regulatory body.

### 3. ASSIGNMENT AND SUBLETTING

The Exhibitors shall not assign any rights under this Agreement or sublet any space.

### 4. INSURANCE

The Exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date a policy of insurance from an insurer acceptable to DWRM. Proof of liability insurance, acceptable to DWRM, evidencing a minimum coverage of \$ 1,00,000.00 for each separate occurrence is required of each Exhibitor. A certificate of Insurance naming **DWRM and the City of Dallas/Fair Park** as the certificate holder and additional insured, with a 30-day notice of cancellation, is required to be on file with DWRM prior to set-up of display. This policy of insurance shall protect DWRM and insure the Exhibitor against all claims, demands and actions or proceedings for sums of money, damages, costs, fees, penalties, and losses and all liability imposed for loss of life, personal injury, or damage to or loss of property arising from or in any way connected with the Exhibitor's presence or operations at the show.

### 5. INDEMNITY AND LEGAL COSTS

- a. Exhibitor accepts all risks associated with the use or occupancy of the exhibit space and environs and shall not make any claim or demand or take any legal action whatsoever against DWRM, show sponsors, the City of Dallas or Facility, or their respective owners, officers, directors, agents and employees for any loss, damage, or injury howsoever caused to the Exhibitor, their officers, employees, agents or their property.
- b. Exhibitor agrees to indemnify and hold harmless DWRM, show sponsors, the City of Dallas and Facility, their owners, officers, directors, agents, and employees, against all claims, fees, losses, suits, damages, judgments, expense costs and charges of every kind resulting from Exhibitor's use or occupancy of the exhibit space or its environs, for any reason or resulting from personal injuries, death, property damages or any other cause sustained by the Exhibitor, another Exhibitor, Facility, DWRM, the City of Dallas or their officers, agents, employees, or show visitors.
- c. DWRM is not liable for any errors, omissions, typos, misspellings, etc. in any show publication, advertising or electronic media, nor for any consequential incidental or special damages of any nature.
- d. If Exhibitor defaults in the performance of or compliance with any of the terms and provisions in this Agreement, and DWRM employs attorneys to enforce any part of the Agreement, Exhibitor shall reimburse DWRM for all costs and attorneys' fees incurred whether or not suit is actually filed.

### 6. CANCELLATION AND TERMINATION OF CONTRACT

- a. This Agreement may only be cancelled by Exhibitor if a written notice is received

by DWRM at least 90 days prior to the first day of the show. Upon cancellation of this Agreement by Exhibitor, all sums paid shall be retained by DWRM as liquidated damages.

b. If the Exhibitor cancels after 90 days prior to the first day of the show, the Exhibitor is liable for full payment of his space rental. This also includes Agreements signed after the cancellation deadline.

c. In the event the Exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this Agreement, DWRM reserves the right to cancel this Agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate. Any payment made by the Exhibitor on account hereof will be retained by DWRM as liquidated damages for breach of contract and DWRM may thereupon rent said space.

d. Failure to appear at the event does not release the Exhibitor from responsibility for payment of the full cost of the space rented.

e. In the event the Exhibitor's check is returned by a bank due to insufficient funds, a \$50.00 administration fee will be charged.

#### 7. CANCELLATION OR CURTAILMENT OF SHOW

a. In the event the show site is destroyed or, for any reason DWRM is unable to permit the Exhibitor to occupy the space, or if the show is cancelled or curtailed, DWRM and show sponsors will not have any liability to Exhibitor for any loss of business, damage, or expense whatsoever the Exhibitor may suffer.

b. Should the premises where the show is being held become unavailable for occupancy, for "cause or causes" not within the control of DWRM, DWRM and sponsors will not be held responsible for any claims which might arise in consequence thereof. The "cause or causes" listed will include, but not be limited to, such items as: fire, lightning, flood, casualty, explosion, weather, epidemic, earthquake, acts of public enemies, acts of terrorism, riots or civil disturbances, strike, lockout, boycott, or other Acts of God.

c. The management of DWRM reserves the right to cancel the exposition prior to 30 days before the opening date of show without any liability on the part of DWRM, by the return of all deposits to Exhibitors.

#### 8. COMPLETE CONTRACT

a. This Agreement, together with the attached Rules and Regulations and Exhibitor Guide, constitutes the complete Agreement between DWRM and the Exhibitor. This Agreement supersedes all previous or contemporaneous negotiations, arrangements or understandings, written or oral, between DWRM and the Exhibitor with respect to the subject of this Agreement.

b. No modification of this Agreement shall be valid unless approved in writing by DWRM.

c. DWRM does not guarantee in any way the attendance figures for any Event or the success of any Exhibitor.

d. DWRM does not offer exclusivity for any products or services.

e. This Agreement shall be construed under the laws of the State of Texas and all obligations hereunder shall be performable in Texas. All legal actions brought to enforce rights under this Agreement shall be instituted in the courts in Dallas County, Texas.

APPROVED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011

DALLAS WHITE ROCK MARATHON

BY: \_\_\_\_\_  
An Authorized Representative

EXHIBITOR

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_