



Fitness Festival

Contract – Rules, Regulations, and Conditions

1. Sports Backers Logos, etc.: Metropolitan Richmond Sports Backers, Inc. (hereafter, “Sports Backers”) reserves all rights to the use of their names, trademarks, logos, and service marks. Unless authorized in writing by Sports Backers, use of the name Sports Backers and / or its logos, trademarks, or service marks for any purpose, including, but not limited to, any commercial purpose, such as merchandise sales or giveaways, is prohibited.

2. Exhibit / Booth Space: Exhibitor agrees that all Exhibits / Displays must be fully set-up in their assigned Exhibit / Booth Space at Chimborazo Park 3:00 on September 18, 2021. Exhibits / Displays shall be arranged to fit within Exhibitor’s assigned Exhibit / Booth Space. Exhibits / Displays will not obstruct any adjacent walkways or the general view of the public. Exhibits / Displays will not obstruct other exhibitors. All Booth and Exhibit / Display materials must fit within the dimensions of the Exhibit / Booth Space assigned to Exhibitor. Exhibitor agrees that their Exhibit / Booth Space shall be open and staffed during the following Festival date and times: Saturday, September 18, 2021 – 3:00 p.m. to 6:00 p.m. Exhibitor must dismantle, remove and dispose of all exhibits, displays and other materials associated with its exhibit promptly following the conclusion of the Festival and as directed by Sports Backers will reimburse Sports Backers for any expense incurred as a result of its failure to do so.

3. Payment / Cancellation Policy: All Exhibit / Booth Spaces at the Festival will be sold on a first come first serve basis. An Exhibit / Booth Space will not be held without payment in full. The deadline for submitting a completed application and payment in full is Friday, September 10, 2021 or when all Exhibit Booth Spaces are filled (whichever occurs first). Payment in full must accompany your completed / signed 2021 Exhibitor Application. All cancellation requests must be in writing and must be received by the Sports Backers by no later than 5:00 p.m. on Friday, September 3, 2021. It is understood and agreed that there will be NO REFUNDS provided to any exhibitor after 5:00 p.m. on Friday, September 3, 2021. It is understood and agreed that there will be NO REFUNDS provided to any exhibitor who fails to move in and take possession of their assigned Exhibit / Booth Space at Chimborazo Park and / or to any exhibitor whose participation in the Festival has been revoked because of a violation of any of these Rules, Regulations, and Conditions.

4. Fire, Safety, Health & Regulations: Exhibitor agrees to comply with all local, city, and state laws, ordinances and regulations and / or any rules established by the Sports Backers covering fire, safety, health, and all other matters related to the Festival. All exhibit / display equipment and materials will be reasonably located within the Exhibitor’s assigned Exhibit / Booth Space and shall be protected by safety devices where necessary. Exhibitor shall take necessary and prudent fire and safety precautions. The destruction, alteration or defacement by Exhibitor of property not owned by it is strictly prohibited. If such damage shall occur, then Exhibitor is liable to the damaged property’s owner for the replacement value of the damaged property.

5. Liability Exclusion: Sports Backers will not be liable for loss or damage to Exhibitor’s property from theft, fire, accident or any other cause beyond its control. Exhibitor understands that Sports Backers and / or the City of Richmond, Virginia (“City of Richmond”) do not maintain insurance covering Exhibitor’s property and it is the sole responsibility of Exhibitor to obtain such coverage if desired. Exhibitor agrees to indemnify and hold harmless Sports Backers and Richmond, City of Richmond and all other sponsors, including officers, directors, organizers, owners, agents, representatives, and / or employees of the foregoing (collectively referred to hereafter as the “Indemnified Parties”), from all claims, demands, damages, and liability of whatsoever kind or character asserted by any person or persons, including but not limited to, injury to or death of persons or damage to the property of any person arising out of the Exhibitor’s participation in the Festival (including claims arising out of any products, goods or services distributed or provided by Exhibitor), Exhibitor’s use of Chimborazo Park, the acts or omissions of Exhibitor or its agents, employees, invitees or participants in any activity conducted by Exhibitor and / or a breach of any of these Rules, Regulations, and Conditions by Exhibitor or its agents, employees or invitees. Exhibitor shall pay to the Indemnified Parties all



expenses incurred by the Indemnified Parties to enforce any of the Rules, Regulations, and Conditions of this Contract Addendum, including, but not limited to, their actual attorney's fees, costs, and / or expenses. **SPORTS BACKERS MAKES NO WARRANTIES OF ANY KIND REGARDING THE FESTIVAL OR THE OPPORTUNITIES PROVIDED PURSUANT TO THIS ADDEDUM, ALL OF WHICH ARE PROVIDED "AS IS."** EXHIBITOR EXPRESSLY RELEASES THE INDEMNIFIED PARTIES FROM ALL CLAIMS FOR LOSS, DAMAGE OR INJURY ARISING OUT OF ITS PARTICIPATION IN THE FESTIVAL. IN NO EVENT WILL ANY OF THE INDEMNIFIED PARTIES BE LIABLE TO EXHIBITOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, DIRECT OR INDIRECT LOSSES OR DAMAGES, WHETHER SUCH LOSSES, DAMAGES, OR CLAIMS ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF GOOD WILL, USE, OR PROFIT. EXHIBITOR MUST NOT TAKE ANY ACTION OR CONDUCT ITSELF IN SUCH A MANNER AS TO BRING PUBLIC RIDICULE, CONTEMPT, CENSURE, OR DISPARAGEMENT UPON ANY OTHER FESTIVAL PARTICIPANT, THE FESTIVAL, OR ANY OF THE INDEMNIFIED PARTIES. THE TOTAL LIABILITY TO THE EXHIBITOR OF THE INDEMNIFIED PARTIES IS STRICTLY LIMITED TO THE TOTAL AMOUNT PAID BY THE EXHIBITOR UNDER THIS ADDEDUM.

6. Inability to Perform: If Sports Backers shall be prevented from holding the Festival or cannot permit Exhibitor to occupy their assigned Exhibit / Booth Space due to circumstances beyond their control, including, but not limited to, strike, civil disobedience, severe weather, and / or acts of God, Sports Backers will refund to Exhibitor the amount of rental paid, less a proportionate share of Festival expenses. It is understood and agreed that Sports Backers will have no liability for any costs, damages and / or expenses that Exhibitor incurs as a consequence of the Festival being cancelled and / or postponed.

7. Delivery of Goods and Services / Taxes and Licenses: Products, goods, and services can be sold, displayed, and / or sampled at the Festival. Orders for future deliveries of goods, products, and / or services are also permitted. Exhibitor guarantees the delivery of the goods, products and / or services it promises to deliver at the Festival. Sports Backers, as organizer of the Festival, is relying on this guarantee as a material inducement to agree to rent to Exhibitor an Exhibit /Booth Space at the Festival. Should Exhibitor fail to fulfill its responsibility to deliver the goods, products and / or services it promises to deliver at the Festival, Sports Backers shall be entitled to recover any and all damages arising out of such failure, including, but not limited to, a liquidated damages amount of \$25,000.00, as well as their actual attorney's fees, costs, and / or expenses incurred in prosecuting any claim for damages arising out of such failure. Exhibitor also agrees to properly report and remit all state and local tax information and payments. Exhibitor also agrees it is solely responsible for any federal, state, and local sales taxes and for obtaining any applicable business licenses.

8. Tents / Structures: If Exhibitor decides to provide its own tent(s) and / or other structure(s) for its assigned Exhibit / Booth Space, then Exhibitor shall, at its sole cost and expense, maintain insurance against losses and damages to persons or property caused by Exhibitor's tent(s) / structure(s), including standard Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Sports Backers and Venture Richmond shall each be named as additional insureds under such policy. If Exhibitor decides to provide their own tent(s) and / or other structure(s), then Exhibitor shall provide a certificate of insurance and policy endorsements demonstrating the required insurance coverage to Sports Backers, ATTN: Kristen Eichert via e-mail at kristen@sportsbackers.org no later than Friday, September 10, 2021. No exhibitor shall take possession of their assigned Exhibit / Booth Space without providing insurance.

9. Enforcement of Rules, Regulations and Conditions: Sports Backers shall have full power and discretion in the interpretation and enforcement of all Rules, Regulations, and Conditions contained herein and to make such further rules, regulations, and / or conditions as they shall consider necessary for the proper conduct of the Festival. Any violation of these Rules, Regulations, and Conditions may result in the ejection of Exhibitor and its representatives from the Festival and the immediate forfeiture of the Exhibitor's assigned Exhibit / Booth Space without refund.



10. Alcoholic Beverages, Bottles and Cans: All Exhibitors are strictly prohibited from consuming, selling, and / or providing alcoholic beverages. No other non-alcoholic beverages of any type are permitted to be sold or distributed unless licensed by Sports Backers.

11. In consideration of my vending at the Fitness Festival, I, on behalf of myself acknowledge, accept and agree to abide by the following:

- _____ I agree that I will neither attend the Fitness Festival if I, within 14 days prior to (i) have a suspected/confirmed case of COVID-19; (ii) shown any symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath; or (iii) have been in close contact with a person known to have COVID-19 (or any known symptoms thereof).
- _____ I agree to abide by the Center for Disease Control (“CDC”)'s recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC’s guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>.
- _____ I agree to abide by all federal, state, or local government regulations or health and safety guidance, as well as safety and risk mitigation practices required by Sports Backers, including, but not limited to, physical distancing, the proper use of a face mask while volunteering and any other safety requirements as instructed verbally or in writing by Sports Backers staff.

September 18, 2021

Exhibitor Application

**** Deadline to submit: September 10, 2021, or when booth space fills****