

Exhibitor Agreement

THIS AGREEMENT is entered into as of the effective date set forth in The San Francisco Marathon Online Application ("Effective Date"), by and between Exhibitor and Jumping Fences Inc. ("JUMPING FENCES INC."), a California corporation having its postal address at PO Box 77148, San Francisco, CA 94107.

1. PREMISES. The San Francisco Marathon® Runner Expo 2015 (EXPO) is presently scheduled to be held at the Fort Mason Center Festival Pavilion, 2 Marina Blvd, San Francisco, CA on July 24 and July 25, 2015. Exhibitor desires to reserve and occupy booth space(s) as assigned by Jumping Fences Inc. (Exhibitor's Space) in connection with the EXPO and to enter into this Agreement to effect its reservation of space.

2. OBLIGATIONS OF EXHIBITOR: Exhibitor agrees to comply with and perform each and all of the following obligations, in addition to those set forth elsewhere in this Agreement.

a. To occupy Exhibitor's Space assigned by JUMPING FENCES INC. during and throughout the EXPO pursuant to the terms of this Agreement.

b. To exhibit only the products listed in the product/service description in The San Francisco Marathon Online Exhibitor Application.

c. Exhibitor understands that there may be limits as to food and beverage sale and or give-aways permitted at the EXPO pursuant to the Fort Mason Center Rules and Regulations.

d. To make payment in the following amounts to JUMPING FENCES INC. upon Exhibitor's execution of this Agreement:

Corner Booth = \$3,150 - \$3,000

Standard Booth = \$2,850 - \$2,650

Virtual Goodie Bag = \$250 (to all registered runners)

1. Price Terms: Full payment due within five (5) business days of executed Agreement to hold booth space or reservation is forfeited.

2. Booth payments are non-refundable. Partial payments will not be accepted.

3. Exhibitor space is limited. Booths are assigned on a first-come, first-served basis. JUMPING FENCES, INC. will use its best efforts to provide space to Exhibitor in accordance with their top three preferred selections listed in The San Francisco Marathon Online Application. Preferred booth location is not guaranteed and all booth space is subject to availability and contingent upon receipt of signed Agreement and payment in full.

e. To maintain and staff its exhibit continuously throughout the official hours of the EXPO which are as follows: 12:00 PM - 7:00 PM, Friday, July 24, 2015; 9:00 AM - 5:00 PM Saturday, July 25, 2015.

f. To read, understand and comply with the Fort Mason Center Rules and Regulations (a copy of which will be sent to you by April 1, 2015) hereto and explicitly incorporated herein as additional terms of this Agreement.

3. OBLIGATIONS OF JUMPING FENCES, INC.: JUMPING FENCES, INC. agrees to comply with and perform each and all of the following obligations, in addition to those set forth elsewhere in this Agreement.

a. Upon receipt from Exhibitor of a signed original of this Agreement and payment in full of the amount determined in accordance with paragraph 2(d) above, and unless JUMPING FENCES INC. for any reason elects not to accept Exhibitor's payment, JUMPING FENCES INC. shall promptly assign booth space to Exhibitor and tentatively reserve that space for Exhibitor.

b. As a general matter JUMPING FENCES INC. shall assign booth space in order of payments received. In making such assignment, JUMPING FENCES INC. may consider the amount and location of space then available, any requests made by Exhibitor regarding its space, and such other matters as JUMPING FENCES INC. believes, in its solve discretion, may be important in making such assignment.

c. JUMPING FENCES INC. may at its discretion, and reserves the right to, reassign or reallocate space at any time if for any reason it deems such reassignment or reallocation necessary, appropriate or useful.

d. JUMPING FENCES INC. will endeavor to provide reasonable security at the Fort Mason Pavillion from 7:00AM on July 24, 2015 through 9:00PM on July 25, 2015. During such hours as the EXPO is not officially open or available for

installation or de-installation of exhibits, the doors to the EXPO Hall shall generally be locked and no personnel will be permitted to enter the EXPO.

4. OBLIGATIONS OF EXHIBITOR TO MAINTAIN INSURANCE COVERAGE. Exhibitor is responsible to obtain and maintain appropriate and sufficient insurance, with the minimum coverage listed herein to cover any and all claims, damages, or losses of any kind incurred or suffered by Exhibitor or its employees, agents, representatives, guests, runners, Expo attendees or any other person or entity. Such insurance shall cover without limitation all claims, damages, injuries or losses of or regarding personal property or personal injury regardless of the cause thereof. Exhibitor will provide JUMPING FENCES INC. with certificates of insurance evidencing coverage and amounts, prior to the Expo. Exhibitor will not be allowed to attend the Expo without providing proper certificates. Such insurance must include the following:

Commercial General Liability – including products, personal injury and contractual coverage with minimum limits of \$1,000,000 per occurrence/\$2,000,000.

The policy must be endorsed to include a vendor's endorsement naming as additional insured Jumping Fences, Inc., West End Management, Inc., Worth the Hurt, Inc. Let's Sweat Inc., Committed 2 Community, The San Francisco Marathon® and Run365™. Coverage afforded to the additional insured must be primary and not contributory to any other insurance or self-insurance available to the additional insured. A waiver of subrogation in favor of the additional insured must be included by endorsement.

Auto Liability – minimum limits of \$1,000,000 combined single limit for bodily injury/property damage for owned, hired and non-owned vehicles.

Workers' Compensation and Employers' Liability – Statutory Workers' Compensation benefits and a minimum of \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability coverage applicable to the state in which services are provided. The policy must be endorsed to include a waiver of subrogation in favor of Jumping Fences, Inc., West End Management, Inc., Worth the Hurt, Inc. Let's Sweat Inc., Committed 2 Community, The San Francisco Marathon®, and Run365™.

Certificates of Insurance shall be provided prior to the commencement of work or other services and all applicable endorsements shall be attached to the certificates of insurance.

All policies shall provide for a 30 day advance notice of cancellation. Policies must be placed with insurers with a minimum A.M. Best's rating of A-VII.

Such insurance certificates should also name the Fort Mason Center Festival Pavilion and San Francisco Recreation and Park Department as an additional insured for the same coverages.

Exhibitor understands and acknowledges that neither JUMPING FENCES INC. nor the Fort Mason Center, San Francisco Recreation & Park Department nor any other person, maintains any insurance covering Exhibitor with regard to any of the foregoing damages or any other similar or dissimilar casualty.

5. CANCELLATION AND TERMINATION

a. This Agreement may be canceled at any time by Exhibitor by providing unequivocal written notice of cancellation to JUMPING FENCES INC. ("Notice of Cancellation"). Booth reservations are non-refundable.

b. In the event of cancellation by Exhibitor for any reason, JUMPING FENCES INC. may at its discretion reassign and otherwise lease or utilize Exhibitor's canceled space.

c. In the event that (1) the EXPO is canceled (2) it would be impossible, impractical, dangerous or not in the best interest of the EXPO for JUMPING FENCES INC. to provide Exhibitor's Space to Exhibitor or (3) JUMPING FENCES INC. is otherwise unable or unwilling to provide any of Exhibitor's Space to Exhibitor under this Agreement for any reason, then prior to January 31, 2015, JUMPING FENCES INC. will refund that portion of the Exhibitor's deposit applicable to the space not provided. If and to the extent such space is provided in part, or only for portion of the EXPO, JUMPING FENCES INC. shall pro-rate the charges to Exhibitor and return any overpayment. JUMPING FENCES INC. shall have no liability for any consequential or other damages of any kind that may be claimed, suffered or incurred as a result of its failure to provide space to Exhibitor or for any other reason.

d. Notwithstanding any provision of this Agreement to the contrary, and without waiver of any other claim or remedy available to JUMPING FENCES INC. under this Agreement or otherwise, JUMPING FENCES INC. may declare this Agreement terminated, cancel Exhibitor's Space and in its discretion proceed to lease Exhibitor's Space to a third

party if, at any time in this Agreement Exhibitor violates the Fort Mason Center Rules, Regulations and Policies. Such termination and cancellation for breach shall be without liability to JUMPING FENCES INC.

6. INDEMNITY. Exhibitor assumes full responsibility for and hereby agrees to protect, indemnify, defend and hold Jumping Fences Inc., Let's Sweat Inc., Committed 2 Community, The San Francisco Marathon®, West End Management, Worth The Hurt, Run365™, and all employees, agents representatives, principals, sponsors and guests of JUMPING FENCES INC., Let's Sweat Inc., Committed 2 Community, West End Management, The San Francisco Marathon®, Worth The Hurt, Run365™, and the harmless against any and all claims, causes of action, losses, judgments and damages to person or property, governmental charges or fines arising out of or caused by or resulting from, in whole or in part, Exhibitor's installation, removal, maintenance, occupancy or use of Exhibitor's Space or the Exhibit Hall, or any portion thereof, or any other act or failure to act on the part of exhibitor or any of its employees, representatives, agents, independent contractors, guests or any other person acting or purporting to act on behalf of or for the benefit of Exhibitor. This indemnity shall extend to and include all costs and attorneys' fees incurred in defending against or responding to any such claim. This indemnity shall not extend to any liability that is finally and conclusively determined to result solely from the negligence or willful misconduct of JUMPING FENCES INC. or its employees.

7. LIMITED LIABILITY. Notwithstanding any other provision of this Agreement, JUMPING FENCES INC., Let's Sweat Inc., Committed 2 Community, The San Francisco Marathon®, Worth The Hurt, Run365™, West End Management and its respective employees, agents and representatives shall have no liability to Exhibitor or anyone else for any consequential damages of any kind, character or amount, regardless of the factual or legal basis upon which the existence of such liability is asserted. Exhibitor explicitly releases any such claim to recover consequential damages, and agrees that this Agreement shall provide a complete defense to any claim for the recovery of such consequential damages, regardless of whether such claim is based upon an alleged breach of this Agreement or some other act, failure to act or breach of duty independent of this Agreement.

8. NO SUBSTITUTION OF SPACE. Exhibitors may not assign, sublet, or apportion the whole or any part of Exhibitor's Space and may not advertise or display goods or services other than those manufactured or sold by them in the normal course of business and permitted in this Agreement.

9. REMEDIES OF JUMPING FENCES INC.. All rights and remedies of JUMPING FENCES INC. arising under this Agreement or otherwise are cumulative and explicitly reserved by JUMPING FENCES INC.. Any action taken by JUMPING FENCES INC. to enforce any remedy it may have shall not constitute a waiver of any other remedy that may be available to it.

10. ARBITRATION OF DISPUTES AND GOVERNING LAW. Without limiting any other remedy available to JUMPING FENCES INC. under this Agreement, the parties agree that any controversy between JUMPING FENCES INC. and Exhibitor arising out of this Agreement shall be determined through binding arbitration before the American Arbitration Association in accordance with its commercial arbitration procedures. In any such arbitration proceeding, discovery shall be permitted to the extent authorized under Code of Civil Procedure Section 1283.05. The laws of the State of California shall govern this Agreement. The arbitration shall occur in San Francisco, California. It constitutes the entire agreement between the parties regarding the subject matter. If any provisions are found to be invalid the remainder of this Agreement shall nevertheless continue in full force. The prevailing party in any arbitration proceeding under this provision shall be entitled to recovery its actual attorneys' fees in addition to other relief.

11. CONSTRUCTION OF AGREEMENT AND AMENDMENTS. Any issue of interpretation of this Agreement and the resolution of any matter not fully and specifically covered by this Agreement or the Fort Mason Center Rules, Regulations and Policies shall be resolved or decided by JUMPING FENCES INC. in the reasonable exercise of its judgment. JUMPING FENCES INC.'s resolution or decision shall be binding on all parties as if it were an express provision of this Agreement. This Agreement may be amended or supplemented at any time by JUMPING FENCES INC. upon written notice to Exhibitor. JUMPING FENCES INC. may in its discretion and under special circumstances, make or impose specific exceptions or requirements to, or changes in, the Fort Mason Center Rules, Regulations and Policies if it deems such alterations to be in the best interests of the EXPO. No precedent shall be established or inferred from any such action.

12. RULES AND REGULATIONS. Exhibitor agrees to the Fort Mason Center Rules, Regulations and Policies, along with the following:

- a. Aisles and exits, and any space outside of the vendor's contracted Booth space, as designated on Expo Map, shall be kept clean, clear and free of obstacles. Easels, signs, or any other item are not permitted in the aisles, nor in any space outside of the vendor's contracted Booth space. Exits, fire and safety devices and equipment, aisles and stairways must be kept clear at all times. Exhibitor's supplies and materials must be contained within their Booth area. Failure to comply will result in the vendor being charged a flat fee of \$2000 for use of the space outside of their contracted booth space.
- b. Fishing line, cord, plastic coated wire, clamps and s-hooks are approved items that can be used to attach signs, banners and other items to the Expo booth. The use of lighting track and sprinkler systems to hang material is prohibited.
- c. Booth construction shall be fixed in position in specified areas. Exhibitor is not permitted to remove booth walls, or move booth structure.
- d. The following types of material are acceptable for booth decoration: Wood: properly treated as per UBC Standard 42-1, and certified. Non-combustible materials as defined by the San Francisco Building Code: "Any material which will not ignite or actively support combustion in a surrounding temperature of 1,200 degrees F during an exposure of 5 minutes." Flame-retardant treated materials, decorations and wall hangings.
- e. Flame-Retardant Treatment: All decorations, drapes, signs, banners, acoustical materials, cotton, paper, hay, straw, plastic cloth and similar material shall be flame retardant to the satisfaction of the SF Fire Department. All table coverings, fabric walls, paper, or any decorative materials whatsoever must have a California flameproof certificate. This does not apply to your product or any decorations provided by the in-hall decorator. Oil cloth, tarpaper, nylon and certain other plastic materials cannot be made flame-retardant and their use is prohibited. Self-treatment of materials is not allowed.
- f. The use of helium balloons is strictly prohibited, unless prior written approval is given.
- g. Individuals, by law, are not allowed to bring alcoholic beverages, which were purchased off premises, onto the Fort Mason Center property.
- h. Any food samples must be pre-approved. If food sample is checked on the applications and Exhibitor Application is approved, Exhibitor may bring food samples specified on application. If Exhibitor samples food that is not pre-approved, Exhibitor may be asked to not sample those foods.
- i. Expo Site is a non-smoking site, and smoking is prohibited in the facility.
- j. Exhibitor may only access facility at times designated in this information packet. Times are subject to change.
- k. JUMPING FENCES INC. has the right to remove any exhibitor who does not comply with the Fort Mason Center Rules, Regulations and Policies.
- l. Special power and electricity must be pre-approved at least four weeks prior to the Race Expo. The Exhibitor will be billed for any additional power or electricity needs prior to the Race Expo.
- m. Exhibitor may not use any outside vendors for assistance with booth setup or labor. Exhibitors must use JUMPING FENCES INC. staff for any labor needs which will be billed at \$50 per hour per labor staff person and must notify JUMPING FENCES INC. four weeks in advance of such needs, including the use of a forklift for unloading materials. Exhibitor may not bring in their own forklift or other motorized equipment without approval from Jumping Fences Inc.
- n. At the end of the Runner Expo, Exhibitor must leave Booth clean of all garbage. JUMPING FENCES INC. will provide trash cans and dumpsters for Exhibitor's use. Exhibitor may incur trash fees if Booth area is not clean at the

end of the show.

o. Exhibitors must have all equipment, supplies, and staff removed from the Expo facility by 9 pm on Saturday, July 25. Failure to have all equipment, supplies, and staff out of the Expo facility by this time will result in overtime charges at the rate of \$500 per hour, with a minimum charge of one hour.

p. JUMPING FENCES INC. will not store items for exhibitors after the Expo. JUMPING FENCES INC. will not ship items for exhibitors after the Expo. Exhibitors must make all post-Expo storage or shipping arrangements themselves, in advance of the event.