

## **2010 Kansas City Marathon Health & Fitness Expo Terms and Conditions**

1. All booths must be paid for prior to booth set-up.
2. All displays must be fully set up by 2:30 pm, Thursday, October 14, 2010.
3. No booths may be dismantled prior to 7 pm, Friday, October 15, 2010.
4. Exhibitor agrees to be open and staffed during the expo hours.
5. Exhibitor must begin dismantling their booth immediately at the close of the expo; all booths must be dismantled no later than 11 pm, Friday, October 15, 2010.
6. Exhibitor agrees not to deface property and to accept liability for any damages to the property of others or the Expo Hall. Any damages will be paid by the Exhibitor.
7. The Kansas City Marathon will assign booth space on a first come first serve basis.
8. Exhibitor agrees that space assignments are subject to reasonable changes by the KC Marathon.
9. No refunds will be made to any Exhibitor who fails to occupy the space.
10. Exhibitor agrees that the KC Marathon reserves the right to reject or restrict exhibits.
11. Exhibitor agrees to carry the following insurance: worker's compensation, comprehensive general public liability and property damage, independent contractors, personal injury, blanket contractual liability as well as any other insurance.
12. Exhibitor assumes the entire responsibility and hereby agrees to protect, indemnify, defend and hold harmless KC Marathon, the Expo Center, the decorator, the City of Kansas City, and all other officers, directors, employees, agent affiliates and representatives against all claims, losses and damages to persons or property, governmental charges or fines and attorney fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of exhibition premises or any part thereof.
13. The Expo Center will provide security to secure materials kept in the exhibit area during the times that the show is not open to the public. The KC Marathon shall not be liable for the acts or omissions of security guards.
14. In the event of war, fire, strike, terrorist attack, government regulation, public catastrophe, act of God, or other uncontrolled cause, the expo or any part thereof is prevented from being held, or cancelled, KC Marathon shall reasonably determine a refund, if any, to be paid to the Exhibitor based on the KC Marathon's proportionate share of unused funds.
15. Exhibitor will not sublet the exhibit space contracted for and shall not exhibit or permit to be Exhibited any merchandise or promotional material other than that specified in the application. KC Marathon reserves the right to reject the display of any merchandise or promotional material.
16. Only one exhibitor may occupy assigned booth space unless prior approval is given by KC Marathon.
17. Each Exhibitor is bound in all respects by these Terms and Conditions. Exhibitor must bring to the notice of all agents or contractors it employs each of these Terms and Conditions as may affect such agents and contractors, and any claim arising from the failure of the Exhibitor to give such notice shall be the sole responsibility of that Exhibitor.
18. Violations of these Terms and Conditions may result in the forfeiture of exhibiting space, without Refund, at KC Marathon's discretion.