

The 2023 Health & Fitness Expo (the “Expo”) of The Columbus Marathon (the “Marathon”) is intended to be an exciting and rewarding experience for sponsors, exhibitors, participants and expo visitors. Our goal is to provide you (“you” or “Exhibitor”), as an exhibitor, with a great opportunity to promote your business, products or services. All exhibitors, including you, agree to be bound by the following Terms and Conditions, in addition to other terms and conditions otherwise applicable to exhibitors of the Expo or the Marathon’s Celebration Village:

1. As a matter of general policy, the Marathon reserves the right to restrict, prohibit or evict any booths, displays and exhibits (collectively, “Booths”) or exhibitors (including Exhibitor) that, in the Marathon’s sole discretion, (i) fail to comply with these Terms and Conditions, or (ii) because of noise, method of operations, materials, or other reasons, are offensive, objectionable, discriminatory and/or detract from the general character of any exhibit, or from the Expo or Celebration Village as a whole. In the event of such restriction, prohibition or eviction, the Marathon shall not be liable for any losses or costs of Exhibitor whatsoever, including but not limited to refunds, rental or other Booth expense, or for any liability, loss of prestige to Exhibitor, business volume loss, expenses of personnel, or any other direct, indirect or consequential loss to Exhibitor. The Marathon’s liability to Exhibitor for any and all losses and claims hereunder shall not exceed the amount of fees paid by Exhibitor to the Marathon.
2. All Booths must be paid in full no later than August 28, 2023. No refunds will be issued to any exhibitor who fails to occupy its assigned space for any reason. However, a full refund will be made if Exhibitor cancels in writing to the Marathon before August 28, 2023, and a refund of 50% will be made if Exhibitor cancels in writing to the Marathon before September 18, 2023. No refunds will be made if Exhibitor cancels after September 18, 2023.
3. Booths must be setup by 12:00 p.m. on Friday, October 13, 2023.
4. Booths and Exhibitor’s personnel shall not extend beyond Exhibitor’s assigned space, disrupt aisle traffic, or otherwise disturb, obstruct and/or conceal other Booths. Without limiting the foregoing, Exhibitor is not permitted to hand out materials or display promotional materials outside of its assigned space or in any aisle. Materials placed outside of Exhibitor’s assigned space will be discarded with no liability to the Marathon or its officers, employees, agents, volunteers, contractors, directors, or sponsors.
5. Booths shall remain open and staffed during Expo hours open to the public.
6. Booths are not to be disassembled, packed or broken down before 6:00 p.m. on Saturday, October 14, 2023.
7. The Marathon will assign space for Booths at its sole discretion. Such assignments are subject to change by the Marathon.
8. Exhibitor is responsible for compliance with all rules and regulations of the Greater Columbus Convention Center and with all applicable laws, ordinances, rules and regulations, including those of the City of Columbus Recreation and Parks. Without limiting the generality of the foregoing, if a mask mandate is then in effect for indoor gatherings in the City of Columbus, Exhibitors will be expected to wear a mask.
9. No alcohol, tobacco, illegal drugs, firearms or other weapons are permitted at the Expo.
10. Exhibitor will not exhibit any merchandise, promotional materials or other items, other than those specified in the reservation form delivered by Exhibitor to the Marathon. The Marathon has the right, in its sole discretion, to reject Booths and/or the display of merchandise, promotional materials or other items.
11. The Marathon will hire security to secure materials stored in the exhibit hall in which the Expo is held during the times the Expo is not open to the public, but Exhibitor acknowledges and agrees that the Marathon shall not be liable for the acts or omissions of such security or for any loss, theft or destruction to Exhibitor’s goods, property or materials. Exhibitor assumes all responsibility for loss, theft, destruction of goods, property or materials, and personal injuries to itself and its employees, agents, representatives or visitors, and will indemnify and hold harmless the Marathon, its officers, employees, agents, volunteers, contractors, directors, sponsors, participants, patrons and Expo attendees from any and all such losses, claims, expenses, liabilities and costs (including reasonable attorneys’ fees), and from

any losses, claims, expenses, liabilities and costs (including reasonable attorneys' fees) arising from any act, omission or negligence of Exhibitor or its agents, representatives and employees (including Exhibitor's failure to comply with these Terms and Conditions). The Marathon does not guarantee or protect against loss or damage of any kind.

12. Exhibitor agrees to carry the following insurance in commercially reasonable amounts: workers' compensation; comprehensive general liability, public liability and property damage; independent contractor's personal injury; and blanket contractual liability. Exhibitor shall provide evidence of such insurance upon the Marathon's request.
13. Exhibitor agrees not to deface property and to accept liability for any damage to property or the Greater Columbus Convention Center. Any damage shall be remedied at Exhibitor's sole cost and expense and the satisfaction of the property owner.
14. All buntings, curtains and draping of any kind, and all other materials used in the Booth, shall be made of noncombustible and nonflammable materials.
15. Helium tanks, balloons, stickers, glitter and confetti are not permitted at the Expo. Exhibitor shall not nail, staple, tape, spray, hang or attach anything to walls, ceilings, fixtures or floors.
16. Vehicles are permitted only upon Exhibitor receiving the Marathon's prior written approval.
17. Cooking is permitted only upon Exhibitor receiving the Marathon's prior written approval.
18. All complimentary and retail food and beverage products and samples must be approved by the Marathon. Vendors must complete the *Sampling Guidelines* form and adhere to all guidelines outlined in the contract related hereto.
19. Exhibitor is not permitted to share, co-occupy, sublet, divide or transfer the space assigned to it.
20. Exhibitor agrees to the Marathon's promotional use of its images, and the images of its employees, contractors, representatives, agents and staff, in photographs, video, film or media depictions of the expo. Exhibitor agrees to and shall disclose to its employees, contractors, representatives, agents and staff performing sale or services at the Expo that the Marathon may photograph, film, video or otherwise make and use images of such person for promotional purposes.
21. Exhibitor will not (and will cause its agents, representatives and employees not to) disparage the Marathon or any sponsors, partners or beneficiaries of the Marathon (collectively, the "Protected Entities") or take any action or make any statement that could harm the reputation of the Protected Entities or lead to unwanted or unfavorable publicity to any of the Protected Entities.
22. The Marathon shall not be responsible for delays, damage, loss, increased cost or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of the Marathon.
23. All exhibitor content and displays in Celebration Village must be submitted in writing for approval by the Marathon no later than September 18, 2023.
24. All notices to be provided to the Marathon shall be made by email to expo@columbusmarathon.com.
25. You hereby acknowledge that you have read and understand these Terms and Conditions, have had the opportunity to obtain advice of counsel if you have chosen to do so, understand and agree to all of the terms contained herein, and you agree to be bound by these Terms and Conditions knowingly and voluntarily.
26. In the event any question arises regarding the meaning of any provision of these Terms and Conditions or the contract related hereto, the decision of the Marathon shall be final. No alteration, addition, or amendment to these Terms and Conditions or the contract related hereto, shall be binding upon the Marathon unless in a writing signed by the Marathon. No waiver by the Marathon shall be binding unless in a writing signed by the Marathon.

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