

2022 Walmart Health & Fitness Expo Rules, Regulations, and Conditions (hereafter, the “Rules, Regulations, and Conditions”)

1. Sports Backers Logo, etc.: Metropolitan Richmond Sports Backers, Inc. (hereafter, “Sports Backers”) reserves all rights to the use of its name, 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. Allianz Partners Richmond Marathon Logo, etc.: The Allianz Partners Richmond Marathon, the CarMax Richmond Half Marathon, and the VCU Health Richmond 8k are running events organized and owned by the Sports Backers. Unless authorized in writing by Sports Backers, use of the names “Allianz Partners Richmond Marathon,” “CarMax Richmond Half Marathon,” and “VCU Health Richmond 8k” for any purpose, including, but not limited to, any commercial purpose, such as merchandise sales or giveaways, is prohibited. Unless authorized in writing by Sports Backers, use of any logos, trademarks, or service marks associated with the Allianz Partners Richmond Marathon, the CarMax Richmond Half Marathon, and the VCU Health Richmond 8k (hereafter, collectively the “Event”) for any purpose, including, but not limited to, any commercial purpose, such as merchandise sales or giveaways, is also prohibited.

3. Exhibit / Booth Space(s): As set forth below, an Exhibit / Booth Space cannot be held without payment in full. Exhibitor agrees that all Exhibits / Displays must be fully set-up in their assigned Exhibit / Booth Space in the Richmond Raceway Infield by 4:00 p.m. on November 10, 2022. 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 Walmart Health & Fitness Expo (hereafter, the “Expo”) dates and times: (i) Thursday, November 10, 2022 – 3:30 p.m. to 8:00 p.m.; (ii) and Friday, November 11, 2022 – 10:30 a.m. to 8:00 p.m. Exhibitor must dismantle, remove and dispose of all exhibits, displays and other materials associated with its Exhibits / Displays promptly following the conclusion of the Expo and by no later than 11:59 p.m. on Friday, November 11, 2022. Exhibitor agrees to reimburse Sports Backers for any expense incurred as a result of its failure to dismantle, remove and dispose of all exhibits, displays and other materials associated with its Exhibits / Displays.

4. Payment / Cancellation Policy: All Exhibit / Booth Spaces at the Expo 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, October 15, 2022 or when all Exhibit Booth Spaces are filled (whichever occurs first). Payment in full must accompany your completed / signed 2022 Walmart Health & Fitness Expo Vendor Agreement (the “Vendor Agreement”). 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, October 14, 2022. It is understood and agreed that all exhibitors canceling prior to 5:00 p.m. on Friday, October 14, 2022, forfeit twenty-five percent (25%) of their Exhibit / Booth Space rental fee. It is understood and agreed that there will be NO REFUNDS provided to any exhibitor after 5:00 p.m. on Friday, October 14, 2022. 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 in the Richmond International Raceway and / or to any exhibitor whose participation in the Expo has been revoked because of a violation of any of these Rules, Regulations, and Conditions.

5. Right of Refusal: It is understood and agreed that Sports Backers will have the right to refuse any vendor at any time from attending the Expo that does not align with the health & fitness aspect of the Event, is a conflict with any of our exclusive sponsors, or any other conflicts set forth by the Sports Backers.

6. 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 Expo. 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.

7. Sub-letting of Exhibit / Booth Space: Exhibitor shall not assign, sublet or apportion the whole or any parts of their assigned Exhibit / Booth Space or have representatives, equipment, or materials for firms other than Exhibitor's own in the Exhibit / Booth Space without the written consent from the Sports Backers.

8. Liability Exclusion: Sports Backers will hire security personnel in an attempt to secure materials / property located inside the Richmond Raceway when the Expo is not open to the general public. However, neither Sports Backers nor the County of Henrico, Virginia ("Henrico County") will be liable for loss or damage to Exhibitor's property from theft, fire, accident or any other cause beyond their control. Exhibitor understands that Sports Backers and Henrico County 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, Henrico County, Richmond Road Runners, Allianz Partners, CarMax, VCU Health 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 Expo (including claims arising out of any products, goods or services distributed or provided by Exhibitor), Exhibitor's use of the Richmond Raceway, 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 set forth herein, including, but not limited to, their actual attorney's fees, costs, and / or expenses. **SPORTS BACKERS MAKE NO WARRANTIES OF ANY KIND REGARDING THE EXPO OR THE OPPORTUNITIES PROVIDED PURSUANT TO THESE RULES, REGULATIONS, AND CONDITIONS, 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 EXPO. 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 EXPO PARTICIPANT, THE EXPO AND / OR THE EVENT, 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 TO PARTICIPATE IN THE EXPO BY OCCUPYING THEIR ASSIGNED EXHIBIT / BOOTH SPACE.**

9. Inability to Perform: If Sports Backers should be prevented from holding the Expo 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 Expo 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 Expo being cancelled and / or postponed.

10. Delivery of Goods and Services / Taxes and Licenses: Products, goods, and services can be sold, displayed, and / or sampled at the Expo. 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 Expo. Sports Backers, as organizer of both the Event and Expo, is relying on this guarantee as a material inducement to agree to rent to Exhibitor an Exhibit /Booth Space at the Expo. Should Exhibitor fail to fulfill its responsibility to deliver the goods, products and / or services it promises to deliver at the Expo, 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.

11. 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. Any non-alcoholic beverages that are licensed by Sports Backers must be served in paper and / or plastic cups.

12. Electricity and Additional Booth Needs: Electricity is only available in certain locations and cannot be guaranteed. All requests for electricity must be made in advance of the Expo. The appropriate forms for these services will be provided in a follow-up e-mail. Additional fees may apply.

13. 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 Expo. Any violation of these Rules, Regulations, and Conditions may result in the ejection of Exhibitor and its representatives from the Expo and the immediate forfeiture of the Exhibitor's assigned Exhibit / Booth Space without refund.