



# Maui Marathon Expo

September 18-19, 2009 • Westin Maui Resort & Spa

A Valley Isle Road Runners Production

## EXHIBIT SPACE CONTRACT

171 Oluea Circle, Kihei, HI 96753

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Company Name \_\_\_\_\_

Contact First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Contact Title \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Products or services to be displayed and/or

sold at your booth \_\_\_\_\_

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Company or product name as you would like it to appear on the booth identification sign and Welcome Guide. Lettering will be approximately 1.5" in height in black on white card stock for booth identification sign.

Booth(s) Cost \$\_\_\_\_\_

Goody Bag Cost \$\_\_\_\_\_

Total Payment Enclosed \$\_\_\_\_\_

Payment Method:

Visa/Mastercard# \_\_\_\_\_ Exp date \_\_\_\_\_

Cash Check (made payable to Valley Isle Road Runners)

We, the undersigned, do hereby submit this contract for exhibit space at the Maui Marathon Expo 2009. We have read and agree to comply with the exposition regulations as set forth in the Invitation to Exhibit and in this contract. We agree to pay fees in THE TOTAL COST indicated above in accordance with terms of payment for this event as stated in the Invitation to Exhibit. The signature of authorized representative below certifies our understanding of, and agreement to be bound by, the rules and regulations of the Producer of this event.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

## Maui Marathon Expo Rules & Regulations

1. Maui Marathon reserves the rights to the use its name, trademarks, logo and copyrighted materials. No use of the name Maui Marathon and/or its logo, trademarks or copyrights for any commercial purpose or any merchandise for sale or giveaway is authorized without the express written permission from the Valley Isle Road Runners.
2. Merchandise can be sold at the Expo. Orders for future deliveries are permitted from all Exhibitors. Promotional items may be distributed in your booth.
3. All exhibitors planning on selling during the Honolulu Marathon Expo must have a valid Hawai'i General Excise Tax Number prior to the Expo in accordance with Hawai'i State Law.
4. Exhibitor will not sublet the exhibit space contracted for and shall not exhibit or permit to be exhibited any merchandise other than specified in the application without express written permission from Valley Isle Road Runners (VIRR).
5. Should the Exhibitor fail to exhibit, VIRR reserves the right to deal with this space as it deems fit. Non-occupation will in no way absolve an Exhibitor from his/her financial obligation to VIRR.
6. If an Exhibitor notifies VIRR in writing by 7/20/09, that owing to unforeseen circumstances he/she is unable to occupy the space allotted to him/her, VIRR may at its discretion cancel the allotment without prejudice to any claim by VIRR against the Exhibitor. Should VIRR succeed in re-letting any such canceled space at the fixed charge VIRR may, at its discretion, relieve the Exhibitor of part of his/her responsibility for the vacated space.
7. VIRR reserves the right to reject or restrict any exhibit which may be objectionable or in keeping with the quality or character of the Maui Marathon Expo.
8. All materials and displays must be arranged in such a manner so as not to disturb the aisles or exhibits in adjacent exhibits, either physically or visually. Literature and/or other promotional material cannot be handed out or left for display, or otherwise distributed in any area other than the booth space at any time without the express written permission from VIRR. Posting on columns in the Exhibit Hall is forbidden. Plans for specifically built displays must be submitted to VIRR for approval before the Exposition opens.
9. The arrival, installation, erection, and removal of booth fittings must conform to the timetable or to specific directions issued by VIRR. Each exhibitor must arrange and pay for the conveyance of goods from his/her stand in the Expo, and for their installation and subsequent removal and disposal.
10. No flammable decorations or other materials such as helium of

flammable nature may be used. Use of materials must conform to the County of Maui Fire Department regulations. No open flames are allowed.

11. Exhibitor agrees no electrical wiring or installation shall be done except by the electrical contractor authorized by the Westin.

12. Exhibitor and their agents must not deface property. Should such damage occur, the Exhibitor is liable for any damage to the property's owner.

13. An Exhibitor will staff their booths continuously during show hours and will not commence to dismantle their booth or remove goods and/or materials prior to 6:00 P.M. on September 19, 2009.

14. Exhibitor agrees to have their booth(s) fully decorated and prepared to do business with the public prior to the opening of the show each day. Unless an arrangement has been made with VIRR prior to the opening of the show.

15. Exhibitor agrees not to make undue noise, odor, or obstruct sales, use bright or hazardous lights, cause damage to the building or booth.

16. Exhibitor agrees to hold VIRR and the Westin Maui Resort & Spa harmless from any claims (including reasonable attorney's fees) from, or due to acts or admissions of Exhibitors, its agent and employees.

17. Neither VIRR and/or its sponsors or agents, the Westin Maui Resort & Spa, and/or their representatives or any member or employee of the show, is responsible for any injury, loss or damage from any Exhibitor, his/her employees or property. The Exhibitor, upon execution of this contract, expressly releases the foregoing named parties, individuals, and employees from any and all claims for such loss, damage or injury.

18. Each Exhibitor shall indemnify VIRR against any claim that may be made upon them in respect to any alleged infringement of any copyright or patent by another exhibitor during the period of his/her occupancy of any allotted space.

19. Each Exhibitor must adequately insure and keep himself/herself insured to cover the liabilities under these rules and regulations. The policies of insurance to be shown to VIRR upon demand.

20. Exhibitors must accept responsibility for any damage that they or their staff or contractors cause to the fabric of the Westin Maui Resort & Spa and property belonging to the owners. Any damage shall be made good at the Exhibitor's expense to the entire satisfaction of the owners.

21. Exhibitor assumes all responsibility for loss, theft or destruction of goods, or for personal injuries to himself/herself, his/her employees, agents, representatives, or visitors and will indemnify and hold harmless VIRR, its officers, agents, employees and affiliates from any

and all of the above including reasonable attorney's fees. Exhibitor will allow VIRR to use any photographs of the exhibit for its own purpose.

22. No responsibility is assumed by VIRR for goods delivered to the Westin Maui Resort & Spa and the Exhibit Hall, or for materials left in the building after closing hours. Exhibitors wishing to insure their display materials including merchandise, must do so at their own expense.

23. In the event that because of war, fire, strike, government regulation, public catastrophe, act of God, or other cause, the show or any part thereof is prevented from being held, or canceled, VIRR shall determine refund to the applicant on his/her proportionate share of unused funds.

24. All Exhibitors must comply with the requirements of the County of Maui, State of Hawai'i or other relevant authority, and all Exhibitors are deemed as having notice of such requirements and regulations bound thereby.

25. While every care is taken that the spaces are of the dimensions stated at the time of accepting the Exhibitor's application for space, VIRR shall not be liable for any variation that may occur. Exhibitor and/or their contractors are responsible for checking the accuracy of the marking out of their allotted space.

26. Each Exhibitor shall indemnify VIRR against all liabilities, actions, costs, claims and compensation for injury or loss to any person or damage to or loss of any property arising as a result of his/her occupancy of allotted space or booth. Omission to act or negligence done by Exhibitor or his/her agent or any other person under his/her direction does not relieve the Exhibitor from the liability.

27. Each Exhibitor is bound in all respects by these Rules and Regulations. Exhibitor must bring to the notice of all agents or contractors employed by him/her each of the provisions of the Rules and Regulations as may affect such agents and contractors, and any claim arising from the failure of the Exhibitor to give such notice shall be in sole responsibility of the Exhibitor concerned.

28. Should any question arise whether provided for in these rules and Regulations or not, the decisions of VIRR shall be final and binding on each and every Exhibitor.

29. Violations of these Rules and Regulations may result in the forfeiture of exhibiting space, without refund at VIRR's discretion.

30. Maui Marathon Sponsors hold exclusivity in their area and no competitors will be allowed to exhibit.