

Inaugural Scranton Half Marathon

Expo Space Rental Contract—2014 Scranton Half Marathon

This is an agreement between Scranton Half Marathon (SHM) and _____ for the purchase of Expo vendor space(s) at the Scranton Half Marathon, April 4 and 5, 2014. Please complete the contract below, read the terms and conditions, sign and return both pages of the contract with your full payment to the **Scranton Half Marathon**.

The SHM will provide the following designated table sizes and chairs as follows:

- 10 x 20: \$200 Includes: 2(two) 8 ft tables and 4 chairs
- 10 x 10: \$100 Includes: 1(one) 8 ft table and 2 chairs
- 10 x 10 (non-profit): \$50 Includes: 1(one) 8 ft table and 2 chairs

Please fill out the form below completely to let us know what you need.

I agree to purchase:

_____ (quantity) 10X20 Expo space(s) at \$200 ea.

_____ (quantity) 10X10 Expo space(s) at \$100 ea.

_____ (quantity) 10X10 Expo space(s) at \$50 ea.

Total payment due = \$ _____

Full payment is required with your contract. Make checks payable to Scranton Half Marathon.

Name of Company: _____

Name of Applicant: _____

Billing Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Description of Company and/or Product: _____

Website: _____

Authorized Applicant Signature: _____

Date: _____

Mail Completed Application and Check to:

Scranton Half Marathon
3 West Olive Street
Scranton, PA 18508

**Expo Space Rental Contract—2014 Scranton Half Marathon
Terms and Conditions**

1. Payment/Cancellation Policy:

Payment in full must accompany this contract. Make checks payable to: Scranton Half Marathon (SHM). All cancellation requests must be made in writing. Exhibitors canceling before March 1st, 2014 will receive a full refund. No refunds will be issued after March 1st, 2014.

2. Space Assignments:

Expo space rental fees must be received no later than March 15, 2014. Booth assignments will be made based on sponsorship level, space requirements, products to be exhibited, the date the contract and payment is received, and consideration of the overall best interests of the show.

3. Operation:

Exhibitors will keep exhibit open and staffed at these times: Friday 6 PM – 9 PM Saturday 11 AM – 5 PM

4. Products and Exhibits:

No products bearing the label "Scranton Half Marathon," "SHM," or any other Scranton Half Marathon event trademark, name, logo, or reference to such may be sold or distributed without written permission from the Scranton Half Marathon Board of Directors. The SHM reserves the right to restrict the sale or display of any items which it deems objectionable. If, for any reason, an exhibit or its contents are deemed objectionable, the exhibit, product, or item will be subject to removal. This reservation includes any person, thing, conduct, printed matter, or item of a charter, which the SHM considers objectionable for health or safety reasons, due to conflict with sponsor or other agreements, or for any reason the SHM feels is not in the best interest of the event. Should such an eviction or restriction be enforced, the SHM shall not be held liable for refunding rental fees or funds for exhibition rental, except at its own discretion. The hanging of banners outside of your Expo area is prohibited.

5. Management & Dismantling:

Should any rented Exhibitor's space remain unoccupied on the opening day or should any space be forfeited due to failure to make payment by March 15, 2012, the SHM reserves the right to rent said space to any other Exhibitor or use said space in any other manner. However, this clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in this invoice for space rental should the SHM not resell the space. Exhibitor shall be solely responsible at its own expense, for installing and dismantling its own materials. Exhibitor shall repair any damage caused by dismantling and return the space to the same condition as received.

6. Fire, Safety, and Health Regulations:

Exhibitor agrees to comply with local, city, and state laws, ordinances and regulations covering fire, safety, health, and other matters. All exhibit equipment and materials will be reasonably located within the area. Exhibitors shall take necessary fire precautions.

7. Subletting of Space:

Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials from other firms other than his/her own in the exhibit space without prior written authorization from the SHM.

8. Liability Exclusion:

The SHM will take reasonable precautions to safeguard Exhibitor's property. However, the SHM will not be liable for loss or damage to the property from theft, fire, accident, or any other cause beyond its control. Exhibitor agrees to indemnify, protect, defend, and save and hold harmless the Scranton Half Marathon, its officers, directors, and members from all claims, demands, damages, and liability of whatsoever kind of character asserted by any person or persons on account of damage to property or the leased premises arising out of the use of the Exhibitor's leased premises by Exhibitor, or the negligence or willful misconduct of Exhibitor, its agents, employees or invitees or a breach of this contract by Exhibitor or its agents, employees or invitees.

The Exhibitor, on signing this agreement, expressly releases the aforementioned from all claims for loss, damage, or injury.

9. Inability to Perform:

If the SHM should be prevented from holding the Expo area or if it cannot permit Exhibitor to occupy his/her space due to circumstances beyond its control, including, but not limited to, strike, civil disobedience, and acts of God, the SHM will refund the Exhibitor the amount of rental paid to him/her and the SHM shall have no further obligation of liability to Exhibitor

10. Shipments:

All arrangements for shipments required by Exhibitor for its booth shall be the sole responsibility of the Exhibitor and the SHM shall not be responsible for the delivery or receipt of any shipments, without prior agreement.

11. Food/Beverage Vendors:

No food and/or beverage sales or sampling are allowed in the Expo or Tech areas without written consent from the SHM.

Authorized Applicant Signature: _____

Date: _____

Name and Title

For further information, call ph: 570-955-0921