

MCHH EXPO TERMS & CONDITIONS

1. Payment and Cancellation Terms

a. Full payment from Exhibitor is due when registering for a booth. Registration link will be provided by the Marine Corps Marathon Organization.

b. Refunds will not be granted under any circumstances.

2. Move in, Set up and Breakdown

a. Move-in hours are from 9 a.m. - 5 p.m. on Thursday, May 18, 2023 and Friday, May 19, 2023 from 9 a.m. to 2 p.m. Exhibitor must have booth staffed and fully operational by 4 p.m., local time on Friday, May 19, 2023. All exhibitor product and signage must fit within booth space with a maximum height of 8ft backdrop and 3 ft. side rails.

b. Move-in for exhibits 20'x20x or larger will need to begin on Thursday, May 18, 2023. Appointments are required with the Fredericksburg Expo and Convention Center.

c. All exhibits, displays and equipment must be loaded in through the loading dock of the Fredericksburg Expo and Convention Center. Move-in conducted through the Fredericksburg Expo and Convention Center's public entrances will be redirected by security to the loading dock.

d. No person under the age of 18 are permitted on the exhibit halls during move-in or move-out.

Need info for pre-shipment.

3. Expo and Exhibitor Booth Requirements

a. Exhibitor agrees to have booth space staffed during the entire time (4:00 p.m. to 7:00 p.m. on Friday, May 19, 2023, and 9:00 a.m. to 6:00 p.m. on Saturday, May 20, 2023). If Exhibitor does not check in during set up hours, booth space will be subject to change. No refunds will be made to exhibitors who fail to occupy space. All exhibitor product and signage must fit within booth space with a maximum height of 8 ft. For signage to be suspended above booth space, Exhibitor must contact Exposition Services. Exhibits, materials and displays must not

block other adjacent exhibits or aisles, either physically or visually. Organizer reserves the right to remove inappropriate or obstructive displays from Expo.

b. Soliciting outside of designated Expo space is not permitted. Exhibitor agrees not to sublet space or exhibit merchandise other than specified in this agreement without permission from Organizer. Exhibitor agrees that space assignments may be changed by Organizer.

c. Structures set up by exhibitor in assigned booth space may not include strobe or flashing lights absent written permission of Organizer; may not use public address systems, sound or amplifier systems, which project beyond Exhibitor's booth space, or create excessive operating noise that impairs neighboring exhibits. Exhibitor is liable to the owners of the event venue for any damage or defacement to venue structures caused by their exhibit. All booths structures must comply with fire and safety regulations. Exhibitor shall not store empty crates, storage boxes, or trash in their booth space during the Event. Exhibitors desiring advance storage must deal directly with the Exposition Services. Exhibitor agrees that booth space will meet standard requirements for visual appeal including but not limited to organization, neatness and cleanliness. All end-caps booths will consist of only 1 - 10' L back drape and two (2) 5' L x 3'H side rails on both sides of the backdrop, this will serve as the exhibitor back wall to allow visibility to all vendors. Exhibitor understands they must comply with applicable laws, regulations and may responsible for any local costs, expenses as established by the venue.

d. The Fredericksburg Expo and Convention Center is the exclusive provider for all electrical, utility, technology and food services. No outside provider can be used during the Expo. All services must be pre-ordered through the digital service kit to be provided to vendors by Exposition Services Vendor prior to Event.

e. Shipments: The shipping address is Fredericksburg Expo and Conference Center 2371 Carl D. Silver Parkway Fredericksburg, VA 22401. Materials must arrive May 12-19, 2023, and pick up can be arranged for May 22 or 23, 2023.

4. Permits & Taxes

a. All Exhibitors conducting sales are required to file for a 30-day Temporary Sales Tax License through the Fredericksburg, VA Office of Tax and Revenue. To request a temporary sales tax

license please call the Fredericksburg Commissioner of the Revenue, Princess Anne Street, at (540) 372-1004 . All Exhibitors participating in the Expo and conducting sales are required to file and collect

There is a 5.3% Fredericksburg, VA sales and use tax, subject to change. Please remit the tax collected to the Office of Tax and Revenue within 30 days.

b. Exhibitor must comply with applicable laws and regulations, and may be responsible for any local costs and expenses established by the venue. Exhibitor is responsible for any and all fees required including, but not be limited to; applicable contractor fees, union fees and/or any venue, city, state or jurisdictional charges. Exhibitors are liable for any damage or defacement to venue structures caused by their exhibit.

5. Insurance and Claims

a. Exhibitor must provide proof of insurance naming the Marine Corps Marathon, Fredericksburg Expo and Conference Center, LLC, and Oak View Group as additional insurance parties. The proof of insurance necessary is worker's compensation, comprehensive general liability insurance and any other insurance required by the City of Fredericksburg. The limit shall be a minimum of \$1,000,000 (one million dollars) per occurrence and 2,000,000 (two million dollars) aggregate. Proof of Insurance must be received by May 1, 2023. Address of Certificate Holder: 3399 Russell Rd, Quantico, VA 22134.

b. The Exhibitor will indemnify, defend, and hold harmless the organizer, the U.S. Government, U.S. Marine Corps, its officers and employees, successors, and assigns, from any claims, damages, liabilities, losses, government proceedings, and costs and expenses, including reasonable attorney's' fees and costs of suit, arising out of this Agreement and Exhibitor's activities hereunder. Third parties will look solely to the Exhibitor for any payment and satisfaction of any obligation or claim arising out of Exhibitor's activities.

c. Exhibitor agrees to address all complaints, claims and causes of action, of any type or nature with respect to any product offered at the Event by Exhibitor and further agrees that Organizer has no responsibility to address such claims or complaints.

6. Use of Trademarks and Service Marks

a. Organizer is the owner of several trademarks and service marks, some of which are registered with the U.S. Patent and Trademark Office (hereinafter, singularly or collectively, referred to as "Organizer's Trademarks"). The Term and logos of the Marine Corps Marathon Organization are sole property of the Marine Corps Marathon Organization, DOD, and United States Marine Corps.

These Organizer's Trademarks include, but are not limited to, the following:

1. MARINE CORPS MARATHON®,
2. THE PEOPLE'S MARATHON™,
3. MARINEMARATHON.COM®,
4. MARINE MARATHON™,
5. 1-800-RUN-USMC™,
6. MCM™,
6. MARINE CORPS HISTORIC HALF™,
7. MCM™, MCM50K, MCM10K (and logo)
8. HISTORIC HALF™



Only companies with pre-approved authentication by the MCMO may utilize these protected marks.

b. Exhibitors are not authorized to display or use Organizer's trademarks. In addition, Exhibitors may not produce or sell goods bearing Organizer's trademarks. Any such items shall be subject to immediate seizure, removal and disposal by agents of the Organizer, by means determined by the Organizer. No compensation to Exhibitor or said third parties shall be provided for said seizure, removal or disposal. No cause of action for said seizure, removal and disposal shall be had by Exhibitor or any third party in a court of law or otherwise.

7. Non-Endorsement

a. Exhibitor may not advertise that its products or services are "official" or officially sanctioned or endorsed by the Marine Corps Marathon, the United States Marine Corps or any other DoD entity.

b. This agreement does not authorize the United States Marine Corps to obligate Federal appropriated funds or award contracts for future business. Future agreements, if any, will be governed under separate agreements. Exhibiting at the Event does not constitute an endorsement by the Marathon, USMC, DoD or the Government of any product or service offered by Sponsor.