

# DONNA 16<sup>th</sup> Annual Health and Fitness Expo

## Exhibitor Rules and Responsibilities

1. The DONNA Foundation, owner and operator of DONNA Marathon Weekend, reserves the right to the use of DONNA name, trademarks, logos and copyrighted materials. No use of the name DONNA Marathon Weekend, The DONNA Foundation and/or any of their logos, trademarks or copyrights for any commercial purpose or any merchandise for sale or giveaway is authorized without the express written permission from The DONNA Foundation.

2. The DONNA Foundation reserves the right, in its sole discretion, to delay, postpone, change (including but not limited to moving the Event to an exclusively self-directed and virtual at-home platform) or cancel the Event if it believes the conditions are unsafe, or in the event of circumstances beyond The DONNA Foundation's control (such as a natural disaster or emergency), or as may be necessary, in THE DONNA Foundation's sole discretion, to protect the safety of participants and/or staff. In the event the Event is delayed, postponed, changed, cancelled or prevented for any reason, including but not limited to for the reasons set forth above or by reason of fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, acts of God or the elements (including, without limitation, hurricanes, tornadoes and earthquakes), government measures, quarantine measures, orders, epidemics, pandemics (including, but not limited to COVID-19) or any other cause, Exhibitor acknowledges and agrees that there shall be no refund of the Exhibitor Fee or any other costs incurred by Exhibitor in connection with the Event. Exhibitor further acknowledges and agrees that the Event may be or may become, in whole or in part, a self-directed and virtual "at-home" event which would not involve the participants and/or Exhibitor attending a gathering at a specific date, time and/or location, and that Exhibitor shall not be relieved from any obligations under this Exhibitor Agreement as a result of the foregoing or as a result of any other change, delay or postponing of the Event.

**3. NO OUTSIDE FOOD OR DRINK WILL BE ALLOWED.**

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 the express written permission from The DONNA Foundation.

5. Should any Exhibitor fail to exhibit; The DONNA Foundation reserves the right to reassign the space as it deems fit. Re-occupation will in no way absolve Exhibitors from their financial obligation to The DONNA Foundation.

6. If any Exhibitor notifies The DONNA Foundation in writing by December 30, 2022, that owing to unforeseen circumstances the Exhibitor is unable to occupy the space allotted to it, The DONNA Foundation may at its discretion cancel the allotment without prejudice to any claim by The DONNA Foundation against the Exhibitor. Should The DONNA Foundation succeed in re-letting any such canceled space at the fixed charge The DONNA Foundation may, at its discretion, relieve the Exhibitor of part of its responsibility for the vacated space.

7. The DONNA Foundation reserves the right to reject or restrict any exhibit which may be objectionable or in keeping with the quality of character of the DONNA Health and Fitness 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 The DONNA Foundation. Plans for specifically built displays must be submitted to The DONNA Foundation for approval before the Marketplace opens.

**9. The arrival, installation, erection, and removal of booth fittings must conform to the timetable or to specific directions issued by The DONNA Foundation. Each**

10. Exhibitor agrees that no open flames, grills, electrical "hot" pans, etc. will be used on site. No flammable decorations or other materials such as helium of flammable nature may be used. Use of materials must conform to the City of Jacksonville Fire Department regulations.

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

electrical contractor authorized by The DONNA Foundation or the facility.

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

**13. Exhibitors will staff their booths continuously during show hours and will not commence to dismantle the same or remove goods and/or materials prior to 2:00 P.M. on Saturday, February 4, 2023.**

14. Exhibitor agrees not to make undue noise, odor, or obstruct sales, use bright or hazardous lights, cause damage to the building or booth equipment, or act in any manner deemed inappropriate by The DONNA Foundation.

15. Exhibitor agrees to hold The DONNA Foundation, City of Jacksonville, TIAA Bank Field and The Jacksonville Jaguars harmless from any claims (including reasonable attorneys' fees) from, or due to acts or omissions of Exhibitors, their agents and employees, howsoever designated, and/or for loss and/or injury to people and/or property of any nature.

16. Exhibitor assumes all responsibility for loss, theft or destruction of goods, or for personal injuries to itself and/or any of its employees, agents, representatives, or visitors and will indemnify and hold harmless The DONNA Foundation, its officers, agents, employees and affiliates from any and all of the above including reasonable attorneys' fees.

17. Exhibitor will allow The DONNA Foundation to use any photographs of the exhibit for its own purpose.

19. Neither The DONNA Foundation and/or its Exhibitors or agents, the Jacksonville Jaguars and/or their representatives or any member or employee of the show, TIAA Bank Field, or the City of Jacksonville is responsible for any injury, loss or damage from any Exhibitors, their employees or property. The Exhibitor, upon execution of this instrument, expressly releases the foregoing named parties, individuals, and employees from any and all claims for such loss, damage or injury.

**20. No responsibility is assumed by The DONNA Foundation for goods delivered to TIAA Bank Field, 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.**

21. Each Exhibitor shall indemnify The DONNA Foundation, City of Jacksonville and the Jacksonville Jaguars and TIAA Bank Field 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 Exhibitors occupancy of allotted space or booth. Omission to act or negligence done by Exhibitors or their agents or any other person under their direction shall not relieve any Exhibitor from liability.

22. Each Exhibitor shall indemnify The DONNA Foundation 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 its occupancy of any allotted space.

23. Each Exhibitor is bound in all respects by these Rules and Regulations. Exhibitors must bring to the notice of all agents or contactors employed by them 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 Exhibitors to give such notice shall be the sole responsibility of the Exhibitor concerned.

24. Should any question arise whether provided for in these Rules and Regulations or not, the decisions of The DONNA Foundation shall be final and binding on each and every Exhibitor.

25. Violations of these Rules and Regulations may result in the forfeiture of exhibiting space, without refund at The DONNA Foundation sole and absolute discretion.

**Please sign below and return with your completed registration form.**

Exhibitor Signature

Date