

## Honolulu Marathon Expo Rules & Regulations

- 1. Intellectual Property.** Honolulu Marathon Association (**HMA**) reserves the exclusive right to the use its name, trademarks, logos and copyrighted materials, including the Honolulu Marathon Expo ("**Expo**"). No use of the name Honolulu Marathon and/or HMA's logos, trademarks or copyrights for any commercial purpose or any merchandise for sale or giveaway is authorized without the express written permission from HMA. The Exhibitor shall indemnify HMA and the Hawai'i Convention Center (**HCC**) against any claim that may be made upon them in respect to any alleged infringement of any copyright, trademark, patent, or similar intellectual property right by the Exhibitor during the period of his/her occupancy of the allotted space. Exhibitor hereby permits HMA to take photographs of and make commercial use of the Exhibitor's exhibit for HMA's own purposes. Exhibitor shall not have the right to record, stream, photograph or otherwise reproduce or distribute any audio, video, or images from within the Expo. Any such rights shall only be granted pursuant to a separate written agreement between HMA and the Exhibitor.
- 2. Merchandise.** Exhibitor may sell merchandise from its booth at the Expo. Orders for future deliveries are permitted from all Exhibitors. Promotional items may be distributed from your booth. **All Honolulu Marathon Sponsors hold exclusive rights to market their goods and services and no competitors will be allowed to exhibit at the Expo.** Exhibitors planning on providing food and/or beverage samplings are required to contact HCC's Food and Beverage Director at (808) 943-3578 for rules and regulations regarding sampling at least 45 days prior to the start of the Expo. All exhibitors planning on selling during the Expo must have a valid Hawaii General Excise Tax (GET) Number prior to the Expo in accordance with Hawaii State Law and may be required to produce a copy of their license at the Expo.
- 3. Occupancy.** Exhibitor shall 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 HMA. Should the Exhibitor fail to exhibit, HMA reserves the right to use the space as it deems fit. Non-occupation will in no way absolve an Exhibitor from its financial obligations to HMA under the contract. If an Exhibitor notifies HMA in writing by **September 1, 2016**, that due to unforeseen circumstances the Exhibitor is unable to occupy their allotted space at the Expo, then HMA may in its discretion cancel the allotment without prejudice to any claim by HMA against the Exhibitor. Should HMA succeed in re-letting any such canceled space at a rate equal to or above the cancelled rate, HMA may, in its discretion, relieve the cancelling Exhibitor of all or part of its responsibility for the vacated space.
- 4. Acceptable Use.** HMA reserves the right to reject or restrict any exhibit which may be objectionable or in keeping with the quality or character of the Honolulu Marathon Expo. 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 may not be handed out or left for display, or otherwise distributed in any area other than the allotted booth space at any time without the express written permission of HMA. Posting on columns in the HCC Exhibit Hall is forbidden.
- 5. Construction; Set Up.** Plans for specifically built displays must be submitted to HMA for approval not less than **two weeks** before the Expo opens. The arrival, installation, erection, and removal of booth fittings must conform to the timetable or to specific directions issued by HMA and HCC. Each exhibitor must arrange and pay for the conveyance of goods from its stand in the Expo, and for their installation and subsequent removal and disposal. Exhibitor and their agents must not deface any property within the Expo. Should such damage occur, the Exhibitor is liable for any damage to the property's owner. While HMA takes care to ensure that the allotted spaces are of the dimensions stated at the time of accepting the Exhibitor's application, HMA 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.
- 6. Safety.** All tents/canopies must have one operational smoke detector per 8' x 10' space. **No flammable decorations** or other materials such as helium of flammable nature may be used. Use of materials must conform to the City and County of Honolulu Fire Department regulations. No open flames are allowed. Exhibitor agrees no electrical wiring or installation shall be done except by the electrical contractor authorized by HMA or HCC.
- 7. Operations.** Exhibitor shall staff its booth continuously during Expo show hours and shall not commence to dismantle its booth or remove goods and/or materials prior to 5:00 P.M. on **December 10, 2016**. Exhibitor agrees to have its booth(s) fully decorated and prepared to do business with the public prior to the opening of the Expo show each day, unless another arrangement has been made with HMA in writing prior to the opening of the show. Exhibitor agrees not to make undue noise, odor, or obstruct sales, use bright or hazardous lights, cause damage to the building or to the booths within the show.
- 8. Indemnity & Insurance.** Exhibitor agrees to indemnify, defend, and hold harmless HMA and HCC, and their respective officers, directors, employees, agents, and other representatives, from any claims (including reasonable attorney's fees) from, or due to acts or admissions of Exhibitor, its agent and employees. Neither HMA nor HCC, and/or their respective sponsors, agents, employees, etc., shall be responsible for any injury, loss or damage to any Exhibitor, its employees or their property. 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. Each Exhibitor must adequately insure and keep itself insured to cover all liabilities under the contract and these Rules and Regulations. Certificates of insurance are to be shown to HMA upon demand. Exhibitors shall be responsible for any damage that they or their staff or contractors cause to the HCC (walls, fabric, doors, etc.) and other third-party property. Any damage shall be made good at the Exhibitor's expense to the entire satisfaction of the HCC and/or the third-party property owners. HMA assumes no responsibility for any goods delivered to the HCC and the Exhibit Hall, or for materials left in the building after closing hours. Exhibitors wishing to insure their display materials, including merchandise therein, must do so at their own expense. Each Exhibitor shall indemnify, defend and hold harmless HMA and HCC, and their respective offices, directors, employees, agents and other representatives 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 its occupancy of the allotted space or booth. Exhibitor shall not be relieved of this liability and obligation due to the acts, omissions to act, and/or negligence of Exhibitor or its agents or any other person under its direction.
- 9. Security.** HMA will engage a third-party security guard service to provide general security for the HCC Exhibit Hall during the times the Expo show is not open to the public, however HMA shall not be liable for the acts or omissions of such security guards. Exhibitor assumes all responsibility for loss, theft or destruction of goods, or for personal injuries to itself, its employees, agents, representatives, or visitors and will indemnify, defend and hold harmless HMA, HCC, and their respective officers, directors, agents, employees and affiliates from any and all of the above including reasonable attorney's fees.
- 10. Force Majeure.** In the event that due to war, fire, strike, government regulation, public catastrophe, act of God, or other cause, HMA is prevented from holding or is forced to cancel the Expo show or any part thereof, HMA shall determine any refund to the Exhibitor applicant on its proportionate share of unused application fees.
- 11. Compliance with Law.** All Exhibitors must comply with the laws and ordinances of the City and County of Honolulu, State of Hawai'i, and U.S. federal law (including the American with Disabilities Act and accessibility requirements thereunder) or other relevant government authorities, and all Exhibitors are deemed as having notice of such requirements and regulations and shall be bound thereby.
- 12. Acceptance.** Each Exhibitor is bound in all respects by these Rules and Regulations. Exhibitor shall inform each of its employees, agents and/or contractors of each of the provisions of these Rules and Regulations as may affect them and their presence during the Expo show, and any claim arising from the failure of the Exhibitor to give such notice or the breach of these Rules and Regulations by such an employee, agent and/or contractor shall be the sole responsibility of the Exhibitor.
- 13. Interpretation.** Should any question arise as to Exhibitor's use of the allotted space whether provided for in these Rules and Regulations or not, the decisions of HMA shall be final and binding on each and every Exhibitor.
- 14. Patronage.** HMA and HCC make no representation or warranty whatsoever with respect to the demographic nature and/or volume of attendees for the Expo show.
- 15. Relocation.** HMA reserves the right to assign, move, or relocate Exhibitors to a new location in the Show's best interests. Exhibitor will be notified in writing of such movement. Exhibitor shall not publicize its allotted booth location without the prior written consent of HMA.
- 16. Wireless.** Exhibitor shall not create a personal wireless network within the HCC premises. For all connectivity needs, Exhibitor must use the available wireless network within the HCC in accordance with HCC's terms and conditions.
- 17. Forfeiture. Violations of these Rules and Regulations by an Exhibitor may result in the forfeiture of its exhibiting space, without refund at HMA's sole discretion.**
- 18. Governing Law.** This contract shall be governed by the laws of the State of Hawaii. Any and all disputes arising out of this contract shall be resolved in the First Circuit Court of the State of Hawaii or the U.S. District Court for the District of Hawaii and no other. The prevailing party of any such dispute shall be entitled to recover reasonable attorney's fees and costs.