



Presented by  
**Dignity Health.**  
Mercy Hospital of Folsom

**5<sup>th</sup> Annual Folsom Blues Breakout Events**  
**Half Marathon, Carter 'n Cash 2-Person Relay,**  
**5K, & Kids 1K Breakaway**  
**Sunday, Oct. 21, 2018**  
FolsomBluesHalf.org

## **Finish Line Area Expo**

### **Reservation Form, Vendor Agreement & Rules**

**Finish Line Contact:** Alex Mansoor

- FolsomBluesHalf@aol.com
- 916-792-3000

**Expo Location:** Gold Lake Drive and Leidesdorf Street in Historic Old Town Folsom, Calif.

**Expo Date & Time, Vendor Set Up, Take Down**

- Sunday, October 21, 2018, 7:30 a.m. - Noon
- Set Up: 7:00 a.m. - 7:30 a.m.; Take Down: Noon -1 p.m.
- All Vendors must be set up by 7:30 a.m.
- No vendor access after 7 a.m. due to street closures.

**Booth size:** 8 ft. x 10 ft. (based on availability upon receipt of signed agreement and check). Booth includes:

- Space for 8 ft. X 10 ft. tent
- One 6-ft. long table and 2 chairs

**Booth Price**

- 8 ft. x 10 ft. space: \$250.00 each
- Make check payable to: Folsom Blues Half Marathon
- Mail check, completed reservation form and signed agreement to:  
Folsom Blues Half Marathon  
120 Ponderosa Ct.  
Folsom, CA 95630

**Please note:**

- Number of available booths is limited.
- Booths are assigned on a first-come/first-serve basis.
- Reservations will be confirmed upon receipt of payment with the signed Vendor Agreement (pages 2, 3).
- Booth payment is nonrefundable.

**To reserve your booth(s), complete the form below and return it with payment.**  
**Be sure to include the signed Vendor's Booth Agreement (pages 2, 3).**

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### **Folsom Blues Breakout Events Finish Line Area Expo Booth Reservation Form**

Name \_\_\_\_\_ Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

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

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Please reserve: \_\_\_\_\_ Vendor booths @ \$250 each

While every effort will be made to provide you with the booth(s) of your choice, booths are allocated on a first-come/first-served basis. Booth space will be confirmed only after the receipt of full payment and a signed contract.

# 2018 Folsom Blues Breakout Events Vendor Booth Agreement

*Must be read, signed and dated by both parties.*

Company (Vendor) \_\_\_\_\_

Booth Assignment No. \_\_\_\_\_ (Assigned by Management)

This Vendor's Booth Agreement (the "Agreement") is made this \_\_\_\_\_ day \_\_\_\_\_ of 2018 by and between the Vendor and the Folsom Blues Breakout events.

## 1. Premises of Agreement

The 2018 Folsom Blues Breakout events (FBB) are scheduled to be held at the Folsom on Sunday, October 21, 2018. Vendor desires to reserve and occupy booth space(s) as assigned by FBB in connection with the Race and to enter into this Agreement to affect its reservation of space.

**2. Obligations of Vendor:** Vendor agrees to comply with and perform each and all of the following obligations, in addition to those set forth elsewhere in this Agreement.

- a. To occupy Vendor's Space assigned by FBB during and throughout the Race pursuant to the terms of this Agreement:
- b. To exhibit only the following products (or such other products as may hereafter be agreed to in writing by FBB)
- c. Vendor understands that there may be food and beverage sale and or giveaway limits as stated in section 8 of the Rules and Regulations document.
- d. To make payment in the following amounts to FBB upon Vendor's execution of this Agreement: \$250 for each booth reserved,
- e. To maintain and staff its exhibit continuously throughout the official hours of the Race which are as follows:  
Sunday, October 21, 2018; 7:00 a.m. - 12:00 p.m.
- f. To read, understand and comply with the Rules and Regulations, a copy of which is attached hereto and explicitly incorporated herein as additional terms of this Agreement.

## 3. Obligations of FBB

- a. Upon receipt from Vendor of a signed original of this Agreement and payment in full as determined in accordance with paragraph 2(c) above, and unless FBB for any reason elects not to accept Vendor's payment, FBB shall promptly assign booth space to Vendor and tentatively reserve that space for Vendor.
- b. As a general matter booth space shall be assigned by FBB in order of payments received. In making such assignment, FBB may consider the amount and location of space then available, any requests made by Vendor regarding its space and such other matters as FBB believes may be important in making such assignment.
- c. FBB may at its discretion, and reserves the right to reassign or reallocate space at any time if for any reason it deems such reassignment or reallocation necessary, appropriate or useful.

d. FBB assumes no liability for lost or stolen items.

## 4. Obligations of Vendor to Maintain Insurance Coverage

Vendor is responsible to obtain and maintain appropriate and sufficient insurance, with minimum of \$500,000 to cover any and all claims, damages or losses of any kind incurred or suffered by Vendor or its employees, agents, representatives, guests or any other person or entity. Such insurance shall cover without limitation all claims, damages, injuries or losses of or regarding personal property or personal injury regardless of the cause thereof. Vendor will provide certificates of insurance evidencing coverage and amounts. Vendor understands and acknowledges that neither FBB nor the Folsom nor any other person, maintains any insurance covering Vendor with regard to any of the foregoing damages or any other similar or dissimilar casualty.

## 5. Cancellation and Termination

a. This Agreement may be canceled at any time by Vendor by providing unequivocal written notice of cancellation to FBB ("Notice of Cancellation"). In the event that Notice of Cancellation is delivered to and received by FBB before October 1, 2018, Vendor shall be liable for fifty percent (50%) of the booth fee for the canceled space and any amount in excess thereof previously paid to FBB by Vendor for the cancelled space shall be refunded to Vendor within thirty (30) days. No refund shall be made for any cancellation by Vendor after October 1, 2018. In the event of cancellation by Vendor for any reason, FBB may at its discretion reassign and otherwise lease or utilize Vendor's canceled space.

b. In the event that (1) the Race is cancelled (2) it would be impossible, impractical, dangerous or not in the best interest of the Race for FBB to provide Vendor's Space to Vendor or (3) FBB is otherwise unable or unwilling to provide any of Vendors Space to Vendor under this Agreement for any reason, then, prior to October 1, 2018 FBB will refund the Vendor's fees applicable to the space not provided. If and to the extent such space is provided in part, or only for a portion of the Race, FBB shall pro-rate the charges to Vendor and return any overpayment. FBB shall have no liability for any consequential or other damages of any kind that may be claimed, suffered or incurred as a result of its failure to provide space to Vendor or for any other reason.

**6. Indemnity:** Vendor assumes full responsibility for and hereby agrees to protect, indemnify, defend and hold FBB, the City of Folsom and all employees, agents representatives,

principals, sponsors and guests of FBB harmless against any and all claims, causes of action, losses, judgments and damages to person or property, governmental charges or fines arising out of or caused by or resulting from, in whole or in part, Vendor's installation, removal, maintenance, occupancy or use of Vendor's Space or any portion thereof, or any other act or failure to act on the part of Vendor or any of its employees, representatives, agents, independent contractors, guests or any other person acting or purporting to act on behalf of or for the benefit of Vendor. This indemnity shall extend to and include all costs and attorneys' fees incurred in defending against or responding to any such claim. This indemnity shall not extend to any liability that is finally and conclusively determined to result solely from the negligence or willful misconduct of FBB or its employees.

**7. Limited Liability:** Notwithstanding any other provision of this Agreement, FBB and its employees, agents and representatives shall have no liability to Vendor or anyone else for any consequential damages of any kind, character or amount, regardless of the factual or legal basis upon which the existence of such liability is asserted. Vendor explicitly releases any such claim to recover consequential damages, and agrees that this Agreement shall provide a complete defense to any claim for the recovery of such consequential damages, regardless of whether such claim is based upon an alleged breach of this Agreement or some other act, failure to act or breach of duty independent of this Agreement.

**8. No Substitution of Space:** Vendors may not assign, sublet or apportion the whole or any part of Vendor's Space and may not advertise or display goods or services other than those manufactured or sold by them in the normal course of business and permitted in this Agreement.

**9. Remedies of FBB:** All rights and remedies of FBB arising under this Agreement or otherwise are cumulative and

**SIGNATURE (required):** The undersigned Vendor acknowledges that its duly authorized representative designated below has read and understands the terms of this Agreement and the incorporated Rules and Regulations, and that Vendor agrees to each and all of the terms and conditions hereof.

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Signature of Vendor Representative, Title, Date, Company Name

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Signature of FBB Representative, Title, Date

explicitly reserved by FBB. Any action taken by FBB to enforce any remedy it may have shall not constitute a waiver of any other remedy that may be available to it.

**10. Arbitration of Disputes and Governing Law:** Without limiting any other remedy available to FBB under this Agreement, the parties agree that any controversy between FBB and Vendor arising out of this Agreement shall be determined through binding arbitration before the American Arbitration Association in accordance with its commercial arbitration procedures. In any such arbitration proceeding, discovery shall be permitted to the extent authorized under Code of Civil Procedure Section 1273.05. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding the subject matter. If any provisions are found to be invalid the remainder of this Agreement shall nevertheless continue in full force. The prevailing party in any arbitration proceeding under this provision shall be entitled to recover its actual attorneys' fees in addition to other relief.

**11. Construction of Agreement and Amendments:** Any issue of interpretation of this Agreement and the resolution of any matter not fully and specifically covered by this Agreement or incorporated Rules and Regulations shall be resolved or decided by FBB in the reasonable exercise of its judgment. FBB's resolution or decision shall be binding on all parties as if it were an express provision of this Agreement. This Agreement may be amended or supplemented at any time by FBB upon written notice to Vendor. FBB may, in its discretion and under special circumstances, make or impose specific exceptions or requirements to, or changes in, the Rules and Regulations if it deems such alterations to be in the best interests of the Race. No precedent shall be established or inferred from any such action.

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## Expo Vendor Rules

The following Rules and Regulations govern the conduct of the Vendor in connection with the Race and related matters. These Rules and regulations are explicitly incorporated as terms and conditions of the Agreement between Vendor and FBB.

**1. REGISTRATION OF VENDOR REPRESENTATIVES:** Vendor shall identify and register each of its representatives pursuant to instructions received from FBB. **Any person not so registered may be denied access to the Race.**

**2. EXHIBITS - GENERAL:** Exhibits will be limited to the

company and products specifically identified in this Agreement. Only the sign, logo or identity of the entity identified as Vendor may be placed in or around the Vendor's Space or appear in or on any printed list of Vendors. No exhibits, advertising, or other promotion of any kind will be allowed beyond the perimeters of Vendor's Space. All exhibits are subject to review by FBB, which may in its sole discretion and for any reason whatsoever demand or require the modification or removal of any items, materials, or other displayed or distributed matter of any kind that it deems to

be inconsistent with the purpose or nature of the Race or the good name and reputation of FBB or otherwise disorderly, offensive, inappropriate or unsuitable in any respect. Vendor, shall, immediately upon request from FBB or its representatives comply with any demands to modify or remove any such matter or to alter its exhibit in any respect. Vendor's failure to comply promptly with any such request or demand shall constitute a material breach of this Agreement by Vendor.

**3. BOOTH SETUPS:** All booth installations, exhibits and setups must conform to such rules, regulations, instructions or limitations as may be imposed by FBB. In the absence of instructions from FBB to contrary, setups should conform to the display rules and regulations accepted and endorsed by the International Association of Managers, Exhibit Designers and Producers Association, Exhibition Services Contractor Association, and National Trade Show Vendors Association. Vendor has no right to and agrees not to ship any materials to the Race. Exhibits and vendor's materials, displays and other property shall at all times be and remain contained within vendor's space and shall not exceed a height limit of seven feet. All height restrictions are applicable to signs and product display material. Exhibits must not obstruct the view or interfere with the displays of neighboring exhibits. Displays must be self-supporting. Nails and screws are not permitted.

#### **4. INSTALLATION AND DISMANTLING**

Installation/dismantling of booths is restricted to the times described below:

- Setup: Sunday, Oct. 21, 2018, 7: 00 am to 7:30 am
- Dismantling: Sunday, Oct. 21, 2018, 12 pm - 1 pm

All displays must be erected and completely arranged for viewing and all aisles must be free and unobstructed on Sunday, October 21, 2018, between 7:30 am and 12:00 pm. No installation or dismantling of booths or display material is allowed during the exhibit viewing hours. In the event that Vendor fails to complete installation of its displays as of the dates and times listed above, fails to pay the full amount of space rental charges pursuant to the Agreement, or fails to comply with any other provision concerning the use of display space or otherwise contained in this Agreement, FBB shall have the right, in addition to all other rights and remedies available to it, to take possession of Vendor's Space and lease the same, or any part thereof, to a third party. Materials received by or delivered to Vendor after the opening of the Race must be delivered to its booth at times approved by FBB. Goods and materials used in any display (except bona fide samples) may not be removed from the Race (unless approved by FBB) until the Race has been officially closed. FBB retains sole discretion and authority in the placement, arrangement and appearance of all displays.

**5. USE OF LABOR:** Vendor agrees that it shall not permit or cause any wiring, installation or other labor to be done except by the contractor authorized by FBB and the City of Folsom.

**6. SECURITY:** FBB shall arrange for the provision of reasonable security during the Race, but does not provide any guarantee, indemnity or warranty to Vendor or any other person or entity from or against the loss of property, and is not responsible for such loss by or from any cause. Accordingly, Vendor shall and must make provisions for safeguarding its goods, materials, equipment and display and other property at all times and its own insurance through its own sources and its own expense.

**7. FIRE AND SAFETY LAWS:** All applicable fire and safety laws must be strictly observed by the Vendor. Cloth decorations must be flameproof. Wiring for both booth construction and electronic equipment must comply with local fire safety regulations. Aisles and fire exits must not be blocked by exhibits. No combustible decoration, such as crepe paper, cardboard, or corrugated paper shall be used at any time. All packing containers, wrapping materials, etc., must be kept in safety containers. Flammable fluids and materials must be kept in safety containers. Open flames, butane gas, and oxygen tanks are not permitted without permission of FBB and the Sacramento Fire Marshal. All hazardous items used in displays must be properly safeguarded, protected, registered, or avoided in accord with applicable city, state and federal regulations. No balloons or helium-inflated items can be used within the Race Hall unless approved in advance by FBB. Smoking is not permitted in the Race Hall.

**8. FOOD AND BEVERAGE:** In-house concessions reserve the exclusive right to sell, at its discretion, foods, nonalcoholic beverages, cash on delivery basis. Vendor may only give away product samples. Liquid and Solid portions - 2 ounces. If an Vendor is granted the right to sell food products or supplements they must have a state and city tax license and a Health Permit from the City of Folsom. Any food or beverage items prepared, distributed, offered or sold with FBB's prior written approval shall only be distributed and consumed in areas specified by FBB and the City of Folsom. Contact FBB representative at 916-983-4621 to determine if your food or beverage applies to this restriction.

**9. ATTENTION-GETTING DEVICES AND ACTIVITIES:** Vendor shall not utilize excessive audible or visual attention getting devices or activities or permit offensive odors in or about Vendor's Space. Sound effects and music in any form (live or recorded) are prohibited unless approved in writing by FBB. Any failure by Vendor to comply with any request or instruction from FBB or its authorized representative to eliminate, cease, remove or modify any such attention attracting device or activity shall constitute a material breach of this Agreement.