

## Walk for Wellness Health Fair Booth Policies

### Booth Commitment Policy

A completed booth commitment form should be promptly sent to the Walk for Wellness team in order to reserve your booth spot. The booth spots are free of charge.

Any cancellations should be submitted in writing no later than 30 days prior to the event.

### Booth Assignments

The overall appearance, excitement, and enjoyment of the Walk for Wellness is dependent on many factors. Of those is the interactive experience of the Wellness Fair. **Booth assignments will be at the sole discretion of the Walk for Wellness team.**

All booth spots are of equal size and accessibility.

### Wellness Fair Times

The Wellness Fair will be from 8am to 3pm on October 11, 2008. The walk will start promptly at 8am and will last approximately 2 hours. The exhibitor is expected to have their booth ready to go at 8am.

### Booth Size, Floor Plans, Displays, Furnishings

Each booth will be approximately 8' deep and 10' wide. Walk for Wellness will attempt to provide anything you may need, but most all furnishings will be the responsibility of the Exhibitor. There will be a generator for a power source as well.

Each booth shall not interfere with the flow of attendees and/or other booths. Walk for Wellness reserves the right to ask any exhibitor to modify their display in order to improve flow of attendees or to avoid obstruction of other booths.

### Installation and Dismantling of Exhibit

Exhibitor agrees to have booth set up and manned promptly at 8am. Exhibitor also agrees to have booth dismantled and have their area cleaned in a timely manner following the conclusion of the Wellness fair at 3pm. **Exhibitor grants Walk for Wellness the right, with no liability whatsoever, to dismantle, dispose of, and/or clear from the premises any goods, merchandise, or property of the Exhibitor.**

## Security

Security will be provided by the Irving Police Department. However; Walk for Wellness is not responsible for the safety of the personnel, guests, or personal property of the Exhibitors from theft, damage by fire, accident, vandalism or other foreseeable or unforeseeable risks.

## Licensing, Permits and Taxes

Exhibitor is solely responsible to obtain any licenses or permits required to sell products or perform services at the Wellness Fair. Exhibitor agrees to indemnify and hold harmless the Walk for Wellness Team (Parker College of Chiropractic Class of December 2009) and Parker College of Chiropractic itself from any damages or charges imposed for violation by the Exhibitor of any law or ordinance or otherwise arising for Exhibitor's conduct.

**The Exhibitor understands that this is a charity event and donations made from any profit generated at the event are not required, but greatly appreciated.** The Exhibitor agrees to pay all sales tax, or other local, state or federal taxes that may be owed due to the Exhibitors sale of products. Exhibitor agrees to indemnify and hold harmless Parker College of Chiropractic from any damages or charges imposed for failure to pay any such taxes, fees or duties.

## Parker Clubs

Any Parker club that is raising funds for their club at the Walk for Wellness will be required to donate 50% of money donated to Walk for Wellness for distribution to Kentuckiana Children's Center.

## Breach of Policies or Unprofessional Conduct

READ CAREFULLY

Walk for Wellness reserves the right to restrict or evict any exhibitor, which in its opinion, breaches these policies or detracts from the general character of the Wellness Fair. Prohibited conduct includes, but is not limited to, solicitation or attempts to make sales in the exhibit area by anyone representing or connected with a company whose presence has not been approved by Walk for Wellness Team, use of advertising or promotional noisemakers and sound devices deemed to be disruptive by Walk for Wellness; solicitation of any kind outside the exhibit area; sexual harassment or any unprofessional conduct. If warranted, in the sole discretion of Walk for Wellness, an Exhibitor may be immediately evicted from their booth space and removed from the exhibit area, without refund. Failure of Walk for Wellness to protest a breach by the Exhibitor shall not operate as or be construed as a waiver of rights or remedies for that breach or any subsequent breach.

## Hold Harmless

Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of

exhibitor's activities on the exhibit facility's premises and will indemnify, defend and hold harmless Walk for Wellness and Parker College of Chiropractic from any such, losses, damages and claims. Neither Walk for Wellness, Parker College, nor the event facility will be responsible or liable for any loss, damage or claims arising out of the exhibitor's activities on the exhibit facility premises except for any claim, loss or damages arising directly from its negligence.

### **Amendments**

Walk for Wellness reserves the right to amend or supplement these regulations to promote the best interests of the entire Event subject solely at its discretion. Such rules and regulations shall be binding immediately on Exhibitors. Exhibitors will be notified in writing of any amendments to these regulations. Exhibitor agrees to execute any further terms and conditions, indemnity or hold harmless agreements required by Walk for Wellness.

### **Arbitration**

This Agreement shall be governed by, and construed and interpreted in accordance with laws of the State of Texas. Exhibitor agrees that any dispute shall be submitted to and resolved by binding arbitration in Dallas, Texas, in accordance with the rules of the American Arbitration Association.

### **Limited Liability**

In no event will Walk for Wellness or Parker College be liable for any lost profits or revenue, special, incidental, consequential, indirect or punitive

damages, even if Walk for Wellness has been advised of the possibility of such damages.

### **Force Majeure**

Walk for Wellness and Parker College shall not be liable for any damages caused in whole or in part by labor disputes, fire unusual delays in deliveries, abnormal or adverse weather condition, unavoidable casualties, or by any causes beyond Walk for Wellness's control.

### **Miscellaneous**

Exhibitor agrees to allow Walk for Wellness to use its name and pictures in promotional materials. Exhibitor freely and voluntarily accepts these policies. No promise, inducement, or agreement has been made to Exhibitor other than the specific promises and agreements made in these policies. The Application and these Policies contain all agreements and all representations by and between Walk for Wellness and the Exhibitor. These policies and the documents exchange contemporaneously with these policies supersede all prior agreements, if any, between Walk for Wellness and the Exhibitor and may only be amended by a writing signed by a Walk for Wellness team member. If any portion of these policies is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from these policies, and the remaining parts shall remain in full force and effect as if the invalid or unenforceable provision had not been a part of these policies.

By signing the booth space application form Exhibitor acknowledges that it

understands and agrees to abide by these policies.

### **Assignment or Subleasing Prohibited**

Exhibitor may not assign its rights or duties to any other person or entity and may not sublease any portion of its exhibit space without the express written consent of Walk for Wellness. Sharing of exhibit space is strictly prohibited. Penalties for unauthorized subleasing/sharing of exhibit space may include:

- Removal of unauthorized party from the current event.
- Suspension or permanent expulsion of contracted exhibitor and/or unauthorized party involved from all or selected Walk for Wellness events.

\_\_\_\_\_  
Initials     *I have read and understand this policy.*

**Company Name (Printed):** \_\_\_\_\_

**President/Owner/Representative (Printed):** \_\_\_\_\_

**Signature of Above:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Company Fax:** \_\_\_\_\_

No booth space will be reserved until a completed application has been received and approved by Walk for Wellness.

**\*\*Walk for Wellness requires this signature page to be returned in addition to sponsorship commitment form (if applicable).**

**For Office Use Only:**

Date received and completed: \_\_\_\_\_

Comments: \_\_\_\_\_

Initials: \_\_\_\_\_