

## **IT'S JUST YOGA FESTIVAL TERMS AND CONDITIONS**

**Refundable until 2/6/23**

**Event is Rain or Shine**

1. **SPACE ASSIGNMENTS** - inPower Events shall use reasonable efforts to locate the Booth in an acceptable area and to provide physical separation from competitors. Notwithstanding the above, inPower Events reserves the right to change Booth location assignments at anytime, as it may in its sole discretion deem necessary.
2. **TYPES OF EXHIBITS** - Exhibits shall be limited to suppliers of goods and services pertinent to the scope and subjects of the Event, as determined in inPower Events's sole discretion. A schedule for setup and removal of exhibits will be provided and must be adhered to by time and date outlined therein. Sale of merchandise and/or food at the Event must have prior written approval of inPower Events. No storage or excessive/unsightly products can be located in your Booth area. If additional space is needed, additional charges may apply. inPower Events shall have the right to exclude or to require modification of any Booth display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the Event. inPower Events shall have the right to prohibit the use of amplifying equipment or music which, in its sole discretion, it considers objectionable.
3. **EXHIBIT SPACE RENTAL RATES** - Exhibit space rental inside or outside the Venue, if applicable, includes only what is described on the face of this contract.
4. **EQUIPMENT** - Booth equipment included with exhibit space rental and provided by inPower Events or Venue shall be returned at the end of the Event, complete and in good condition, normal wear and tear excepted. Exhibitor shall have no right, title or interest in such equipment. If equipment is returned damaged, Exhibitor shall reimburse inPower Events and/or Venue for amount of damage promptly upon demand.
5. **ASSIGNMENT AND SUBLEASE** - Exhibitor shall not sublet the Booth or any equipment provided by InPower Events or Venue, nor shall Exhibitor assign this lease in whole or in part without prior written approval from InPower Events.
6. **LIABILITY** - This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between inPower Events and Exhibitor. Exhibitor shall indemnify, defend, and hold harmless inPower Events, Venue, their parent corporations and affiliates and their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, arising out of or resulting from (a) any breach by Exhibitor of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) any failure of Exhibitor to comply with any applicable laws, statutes, ordinances; regulations or rules and regulations of the Venue; (c) any act or omission or negligence of Exhibitor or its employees, agents, contractors or invitees; (d) any claim for personal injury or property damage in connection with activities conducted in and around Exhibitor's Booth; (e) any announcements, advertisements or other commercial copy produced, provided or approved by Exhibitor for broadcast on a station owned by inPower Events Inc. or its affiliates, including proceedings or litigation alleging infringement, unlawful use or violations of copyright; and/or (f) any defect, alleged or real, in any of Exhibitor's products sold or provided as samples whether by Exhibitor or by inPower Events. The foregoing indemnities shall survive the termination of this Agreement.
7. **CANCELLATION OR POSTPONEMENT OF EVENT** - In the event that the Event is cancelled due to any occurrence outside inPower Events' control, including, without limitation, any Act of God or the common enemy or the result of war, riot, terrorist act, civil commotion, sovereign conduct, the performance of the parties under this Agreement shall remain in effect. InPower Events shall not be liable for any loss or damage to Exhibitor which may be caused by or associated with any postponement or cancellation of the Event.
8. **DEMONSTRATIONS** - No demonstrations or solicitations shall be permitted outside of Exhibitor's Booth, and no signs or placards may be displayed on persons or otherwise outside such Booth without the prior written consent of InPower Events.
9. **SECURITY/INSURANCE** - Neither inPower Events nor the Venue assumes any responsibility for the safety of the property nor Exhibitor, his agents, or employees, from theft, damage by fire, accident, or any the cause. Food Vendors are required to obtain and maintain, at its sole expense insurance of the following type and with the following minimum limits: Comprehensive General Liability Bodily Injury & Property Damage: \$1,000,000 each occurrence. Food Vendor will furnish evidence of such insurance to Exhibitor no less than thirty (30) days prior to the start of the Event. Food Vendor shall keep such insurance in effect throughout the Term of the Agreement.
10. **COMPLIANCE** - Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning rules and regulations and the display rules and regulations issued by InPower Events and/or Venue.
11. **UNIONS** - Exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with Venue or with authorized contractors employed by InPower Events.
12. **NONDISCRIMINATION STATEMENT.** inPower Events do not discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. Exhibitor represents and warrants that it is not purchasing space/advertising from inPower Events that is intended to discriminate on the basis of race or ethnicity.