

# CARLSBAD MARATHON

## EXHIBITOR TERMS AND CONDITIONS

1. Payment in full is the only guarantee of my booth space(s) and/or virtual goody bag insertion.
2. If I cancel my purchase in writing and have paid in full on or before December 1, 2021, I will receive a refund of 50% of my full cost. I understand there are no refunds of deposits or partial payments and there will be no refunds issued after December 1, 2021 for any reason including low attendance.
3. Except by written consent of race management, I cannot sublet or share my booth space(s) with any unauthorized person(s) and/or company(ies).
4. My display must occupy my assigned booth space(s) only and not encroach into the aisles or other booths. Leafletting anywhere outside of my designated booth space(s) is not permitted. In addition, loud noises, including but not limited to, amplified music and PA systems may not be played at my booth.
5. I must occupy the booth(s) assigned to me. No booth changes will be made on site.
6. I grant the rights to use photographs of the event to the Carlsbad Marathon for its own purposes.
7. I must staff my booth(s) continuously during the listed event hours.
8. Vendors handling or selling any type of food product (including pre-packaged foods and energy bars) are required to have a City of San Diego health permit or temporary food facility permit or apply for one no later than 14 days prior to the expo opening date. For more information call 858.505.6809.
9. All materials in my booth(s) must meet stringent Carlsbad Fire Department regulations, including but not limited to fire retardant banners and canopies (must have fire-retardant certification seal) and no open flames are permitted.
10. The Carlsbad Marathon reserves the right to refuse this application for any reason whatsoever.
11. In the event that, due to war, fire, strike, government regulation, public catastrophe, severe weather, or other cause, the event or any part thereof is prevented from being held, the Carlsbad Marathon shall determine to refund the proportionate share of unused funds or offer free booth(s) and/or virtual goody bag insert space at the next Carlsbad Marathon and either will not be subject to challenge.
12. I, for myself and my company and representatives, agree to hold the Carlsbad Marathon, In Motion, Inc., The Shoppes at Carlsbad and the City of Carlsbad, and their owners, agents, employees, affiliates and sponsors harmless from any third-party claims from, or due to, the acts of myself, my agents and my employees, and/or for any loss and/or injury to people and/or property of any nature.
13. I, for myself, my company and representatives assume all responsibility for loss, theft, or destruction of goods, or for personal injuries to myself, my agents, my employees, my representatives, or my visitors ("loss") and will hold harmless the Carlsbad Marathon and its affiliates from any and all liability in connection with any and all of the above except in the event that such loss is caused by or results from the negligence or willful misconduct of Carlsbad Marathon or any of its agents, employees, or representatives.
14. The company I represent must be insured and be able to provide proof of liability insurance if requested.
15. If I will be selling items from my booth(s), I certify that I have a valid State of California Seller's Permit and am prepared to provide the number if asked. For information about obtaining a State of California Seller's Permit, call 858.385.4700 or visit [www.boe.ca.gov](http://www.boe.ca.gov). Applications can be completed online and there is no fee to apply.