



Maryland Cycling Classic Exhibitor Agreement

This Exhibitor Agreement (this "Agreement") is made as of "[REDACTED]" ("Effective Date") between **Sport & Entertainment Corp. of Maryland** ("SECMD" and d.b.a. "Maryland Cycling Classic") and **COMPANY** exhibiting as "[REDACTED]" (the "Exhibitor"). Exhibit A, attached hereto ("Exhibit A"), is hereby incorporated into and made a part of this Agreement. SECMD and Exhibitor are referred to herein as a "Party" or the "Parties." In consideration of the mutual covenants contained in this Agreement, the Parties to this Agreement hereby agree as follows:

1. The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on September 3, 2023, unless earlier terminated pursuant to the terms of this Agreement.
2. Exhibitor shall be entitled to occupy and use certain space that will be approximately (Exhibit space size e.g. **10' x 10'**) (the "Onsite Space") on the specific dates listed on Exhibit A (the "Designated Dates and Areas") during the Maryland Cycling Classic weekend (the "Event"); exact operating hours shall be designated by SECMD.
3. Unless otherwise notified, Exhibitor will provide its own "pop up display" and any other modifications to its area. **SECMD will provide "deliverables" on Exhibit A attached hereto, and no other modifications, products, services, equipment or supplies will be provided by SECMD.**
4. The Onsite Space shall be made available to Exhibitor on the Designated Dates at the times set forth in the Load-In/Load-Out Schedule provided by SECMD to Exhibitor. A final Load-In/Load-Out Schedule with instructions will be provided by SECMD to the Exhibitor prior to the Event. Exhibitor assumes all risk of damage to and or loss of any and all Exhibitor's property brought onto the Event Grounds ("Exhibitor Property"). Exhibitor shall be solely responsible for adequately securing or removing all of Exhibitor's Property from the Event Grounds at the end of each of the Designated Dates, at Exhibitor's sole cost and expense. In no event will SECMD be responsible for lost, stolen or damaged Exhibitor Property. At the conclusion of the last of the Designated Dates, Exhibitor shall as soon as practicable, but no later than the time set forth for Load-Out, quit and surrender the Onsite Space and shall leave the Onsite Space in the same condition as it was prior to Exhibitor's use thereof, ordinary wear and tear excepted. Notwithstanding anything to the contrary herein, in the event Exhibitor fails to remove any of Exhibitor's Property by 12:00 A.M. on the last of the Designated Dates, SECMD shall have the right to remove and dispose of Exhibitor's Property and shall have no liability to Exhibitor for any damage to or destruction of Exhibitor's Property. In addition, Exhibitor shall be liable to SECMD for any and all costs associated with the removal of Exhibitor's Property.
5. SECMD will provide those additional benefits set forth as "Exhibitor Benefits" on Exhibit A, attached hereto. Notwithstanding anything to the contrary herein, to the extent any of the Exhibitor Benefits consist of content produced or created by a third party, SECMD shall not be responsible or have any liability for such content.
6. As consideration for the Onsite Space, SECMD Deliverables and the Exhibitor Benefits, Exhibitor shall pay to SECMD an amount equal to \$XXXX ("Exhibit Fee"), plus any Value In Kind as outlined in Exhibit A. Exhibitor shall pay the Exhibit Fee on or before the date(s) set forth as the "**Payment Due Date(s)**" on Exhibit A. Payment shall be in the form of Credit Card, Check or Money Order.
7. Exhibitor shall provide a fully completed Exhibitor Info. & Needs Form on or before **August 15, 2023**.
8. Exhibitor shall use the Onsite Space to exhibit only the Products and Services set forth on Exhibit A and for no other purpose whatsoever; provided, however, that SECMD shall have the right to approve, in its sole and absolute discretion, those Products and Services to be included in Exhibit A.

9. Exhibitor shall comply with all applicable laws, orders, regulations and requirements of Federal, State, County and Municipal authorities of the City of Baltimore and/or Baltimore County and State of Maryland. In addition to the requirements imposed by this Agreement, Exhibitor shall comply with all reasonable rules and directives issued by SECMD in connection with Exhibitor's use of the Onsite Space.

10. Exhibitor shall not display any lettering, signs, pictures, banners, advertisements or other notices in or around the Onsite Space or anywhere within the Event Grounds without obtaining the prior express written approval of SECMD and may not display any derogatory or offensive displays or signs (as determined by SECMD in good-faith).

11. Each Party agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights to the other in the trademarks, service marks, copyrights or other intellectual property rights (collectively, "Trademarks") of such Party or any respective affiliate thereof, (b) ownership of all such Trademarks shall remain the property of the respective holder thereof as of the date of this Agreement and (c) neither Party will use any Trademarks of the other under any circumstances without the prior written consent of the other, which consent may be withheld by such Party in its sole and absolute discretion. **Exhibitor acknowledges it is a vendor not sponsor of the event, and, therefore, SECMD copywritten event marks (Maryland Cycling Classic and its logos) are strictly prohibited outside the boundaries of the event day(s) and cannot be used in any commercial way.**

12. Exhibitor shall indemnify, defend and hold harmless SECMD, the host municipalities, property owners, law enforcement agencies or public entities providing support for the Events; and each of their respective parent, subsidiary and affiliated entities, officers, directors, partners, shareholders, members, agents, contractors, employees, volunteers, successors and assigns (collectively, the "SECMD Parties") from and against any claims, demands, damages, liabilities, lawsuits, losses or expenses, including, without limitation, interest, penalties, reasonable attorney's fees, and all amounts paid in the investigation, defense or settlement of any or all of the foregoing (collectively "Claims") resulting from, arising out of or in any manner related to: (1) Exhibitor's use of the Onsite Space; (2) any negligent act, omission or willful conduct by Exhibitor or its officers, employees, agents and other representatives (including each of their third-party contractors); (3) any Claims arising out of Exhibitor's activities, performance of services, or distribution or demonstration of products at the Onsite Space; (4) the use or display by SECMD or its affiliates, agents, employees, or contractors of any materials, products, signage, banners, names, trademarks, service marks, trade-names or logos supplied by Exhibitor or; or (5) any Claims arising out of any In-Kind Consideration provided by Exhibitor. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.

SECMD shall indemnify, defend and hold harmless Exhibitor from and against any Claims resulting from, arising out of or in any manner related to: (1) any Claims arising out of SECMD's negligence or willful misconduct in connection with the Event; or (2) the use or display by Exhibitor of any names, trademarks, service marks, trade-names or logos supplied by SECMD to the extent the use or display was approved in writing by SECMD in accordance with the requirements of Section 11 of this Agreement. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.

13. As a material inducement for SECMD to enter into this Agreement, Exhibitor agrees, at its sole expense, to procure and maintain, during the term of this Agreement, the following insurance policies: (a) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, with such insurance including coverage for contractual liability, products-completed operations, personal and advertising injury, liquor liability (if applicable), property damage and bodily injury liability (including death); (b) Auto Liability & Physical Damage insurance covering liability arising out of Exhibitor's use, operation or maintenance of any owned or non-owned vehicle, with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage; (c) Workers' Compensation insurance covering Exhibitor's employees with limits as required by law and including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit; and (d) any other insurance necessary and appropriate for the Exhibitor's operations and activities in connection with this Agreement. **All such insurance to be maintained by Exhibitor shall be (1) primary to and non-contributory with any insurance maintained by the SECMD Parties; and (2) shall be written by insurance companies with ratings of "A- VII" or better in the latest edition of the A.M. Best key rating guide. Policies (a) and (b) above shall be endorsed to name the SECMD Parties as additional insureds with respect to the negligent acts or omissions of Exhibitor. Such coverage may not be canceled unless Exhibitor provides at least thirty (30) days prior written notice thereof to SECMD. At least 15 days prior to the first Event at which Exhibitor will appear, Exhibitor shall provide SECMD with a certificate of insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.**

14. None of the Parties shall be in breach of this Agreement if the performance by that Party of any of its obligations hereunder is prevented or preempted because of an Act of God, accident, fire, labor dispute, riot or civil commotion, severe weather, act of public enemy, governmental act, regulation or rule, failure of technical facilities (other than as a result of the negligence of that Party) or because of a day of national mourning, or any other reason beyond the control of that party (each a "Force Majeure Event"). However, in no event shall any act or omission by or on the part of any Party (or any inability on the part of any party hereunder) to pay any amount owing hereunder, constitute or be deemed to be considered a Force Majeure Event. Notwithstanding anything to the contrary herein, in the event this Agreement is terminated due to a Force Majeure Event, the obligations regarding the payment of the Exhibit Fee shall not be affected. In the event SECMD cancels all or portion of the Event due to any such Force Majeure Event, this Agreement shall terminate, the Parties shall each be responsible for their own expenses and neither party shall have any further rights or obligations under this Agreement except as otherwise specifically set forth herein.

15. Each of the following shall constitute a default under this Agreement: (i) a Party makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act; (ii) a Party files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or otherwise; (iii) a receiver or trustee is appointed for a Party or such Party's property; (iv) execution is issued pursuant to a judgment rendered against a Party; (v) this Agreement, or the benefits or obligations contained herein, is assigned to any person or entity in violation of Section 20 of this Agreement, or (vi) either Party defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein and such default is not cured within 10 days after such Party's receipt of written notice thereof (except that no opportunity to cure is required for the failure to pay any amounts due hereunder); provided that in no event will such cure period extend past the first day of the Event. In the event of any default by a Party and failure to cure within the stated cure period, if any, the non-defaulting Party may, by providing written notice to the defaulting Party, terminate this Agreement. Upon such termination, Exhibitor shall immediately quit and surrender its rights to the Onsite Space (if so occupied by Exhibitor). If Exhibitor is the defaulting party, Exhibitor shall remain liable for all amounts due under this Agreement and SECMD shall be entitled to recover all costs and expenses incurred by SECMD related to this Agreement (and the same shall be deemed liquidated damages, and not a penalty, as such damages are difficult to presently estimate; with no duty or obligation to offset or mitigate, whatsoever by SECMD). If any payment due SECMD under this Agreement by Exhibitor is not paid when due, SECMD shall be entitled to receive interest thereon, calculated at a rate equal to the greater of 18% per annum or the highest rate permitted by law, on such unpaid amounts from the date such payment is due until the date upon which the payment is actually received by SECMD. If SECMD is the defaulting party, SECMD shall return any amounts previously paid to SECMD by Exhibitor and neither Party shall have any further rights or obligations under this Agreement.

17. The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make SECMD liable for the debts or obligations of Exhibitor.

18. Notwithstanding anything to the contrary herein, the Event is rain or shine. Exhibitor is solely responsible for all actions necessary to protect its merchandise from inclement weather.

19. All notices, demands, requests, or other communications provided for herein will be given in writing and will be effective when delivered personally or when sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized carrier, or when delivered by hand. Either Party may designate by notice in writing a new address to which any notice, demand, request, or communication will be delivered, as provided above. All notices will be addressed to the address listed in the opening paragraph of this Agreement.

20. This Agreement may not be assigned by either party without the prior written consent of the other party; except that SECMD may assign this Agreement to an affiliate without the prior consent of Exhibitor. This Agreement will be binding upon and insure to the benefit of the successors, permitted assigns, trustees, receivers, personal representatives, legatees and devisees of the parties hereto.

21. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof. This Agreement may not be modified except as expressly agreed in writing signed by the parties.

22. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties intend that the provisions of

this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. No provision on any invoice or credit agreement that is contrary to any provision of this Agreement shall be binding, unless the parties expressly agree in writing.

23. On behalf of itself, its affiliated entities, and each of its and their employees and contractors, Exhibitor assumes all risk of personal injury and/or death in connection with the Event and/or the Onsite Space; and fully releases and holds harmless SECMD, the State of Maryland, and each of their agencies, employees, and contractors in connection thereto.

Signature.

EXHIBITOR

_____ Date: _____

Name

Company

Email / Phone

RIGHTS HOLDER

_____ Date: _____

Bob Sicard, Project Director

Sport & Entertainment Corporation of Maryland

bob@sportcorpmaryland.us | 443.955.9826

EXHIBIT A

From Maryland Cycling Classic:

- One (1) 10' x 10' space (see diagram) at: Bike Jam, Team Intro, Finish Line Expo
- One, single location electrical drop of 20 amps (only upon request)

From Exhibitor

- Exhibit Fee: \$
- Exhibitor must supply its own tent with weights, 25' extension cord and power strip

EXHIBIT B
Site Maps