

Oklahoma City Memorial Marathon 2026 Health & Fitness Expo Vendor Agreement

Whereas, the Oklahoma City National Memorial Foundation (hereinafter the “Memorial” or “us”) and the Company/Individual named above (hereinafter “Vendor” or “you”) enter into the 2026 Oklahoma City Memorial Marathon Health & Fitness Expo Vendor Agreement (hereinafter referred to as “Agreement”).

The Memorial and the Vendor agree as follows:

1. Payment/Cancellation Policy. Your application will be reviewed by the Memorial, and if accepted by the Memorial, you MUST sign this Agreement and deliver it to the designated representative of the Memorial as set forth on the signature page to this Agreement. You will be required to pay your rental fee at the time of submitting your booth request. This Agreement is not valid and effective until:
 - a) an authorized representative of the Memorial approves and accepts Vendor application and this Agreement;
 - b) Vendor signs and delivers this Agreement to the designated representative of the Memorial;
 - c) Vendor’s full payment is received by the Memorial; and
 - d) Vendor provides the certificate of insurance as set forth in Paragraph 10 of this Agreement.

All cancellations must be requested by you in writing to the Memorial. Such requests are to be sent to the designated representative of the Memorial at the following email address: expo@okcmarathon.com. If you cancel in writing by March 15, 2026, you will forfeit 25% of your rental fee as liquidated damages. There will be NO REFUNDS for any cancellations by you after March 15, 2026, in such case, 100% of your rental fee will be kept by the Memorial as liquidated damages. In the event you fail to make payment as aforesaid or fail to comply in any respect with the terms of this Agreement, the Memorial reserves the right to cancel this Agreement without notice and all rights of Vendor hereunder shall cease and terminate. Any payment made by Vendor on account hereof will be retained by the Memorial as liquidated damages for breach of contract and the Memorial may thereupon rent said exhibition space to another Vendor.

2. Exhibition Booth Space. A single exhibition booth space consists of a 10’ x 10’ area and includes a pipe and drape background structure, one Vendor sign, two chairs and one 8’ table with spandex cover. Additional exhibition booth furnishings are available upon request at an extra charge. Exhibition booth space assignments will be made by the Memorial in its sole discretion based on space requirements, products being exhibited, the date your application is received and approved, and the date you sign and deliver the Agreement to the Memorial, and the date your payment for the rental fee is made to the Memorial, and the date you deliver your certificate of insurance to the Memorial. As well, assignments are made considering the overall best interest of the Expo show. Exhibits shall be arranged so they will not obstruct the walkways for general view and will not hide other exhibits. Any specially built displays you intend to use at the Expo must be approved by the Memorial in writing. Your plans for specially built displays should be submitted to the Memorial before construction is ordered for such specially-built displays. The Memorial shall have no liability for any expenses incurred by you for specially built displays

that have not been properly approved by the Memorial in writing. Vendor cannot use or blow up balloons or have balloon displays or décor as a part of their booth exhibit without the Memorial's prior written consent.

3. Set-up Hours. Thursday, April 23 from 12:00 p.m. to 8:00 p.m. and Friday, April 24 from 8:00 a.m. to 9:30 a.m.
4. Operating Hours. You must have your exhibit open and staffed at all times during show hours beginning Friday, April 24 at 9:30 a.m. through Saturday, April 25 at 6:00 p.m.
5. Show Hours. Friday, April 24 from 10:00 a.m. to 7:00 p.m. and Saturday, April 25 from 8:00 a.m. to 6:00 p.m. Move-out is Saturday, April 25 from 6:00 p.m. to 9:00 p.m.
6. Products & Exhibits. No products bearing the Oklahoma City Memorial Marathon or Oklahoma City National Memorial & Museum name, logo, images or reference to such may be displayed, printed, sold or distributed without prior written permission and agreement with the Memorial. The Memorial reserves the right to restrict the sale or display of anything that is, or the Memorial deems objectionable, in the Memorial's sole discretion. If, for any reason, an exhibit or its contents are deemed objectionable, the exhibit, product, or item will be subject to removal. This reservation includes persons, things, conduct, printed matter or any item objectionable for health or safety reasons, due to conflict with sponsor or other agreements or for any other reason the Memorial believes is not in the best interest of the Expo event. Should such an eviction or restriction be enforced, the Memorial will not be liable to you for refunding any rental fees for the exhibition space, except at the Memorial's own discretion.
7. Forfeiture. The Memorial reserves the right, should your exhibition space remain unoccupied on the opening day or should your exhibition space be forfeited due to failure to make proper payment, to rent said space to any other Vendor. This clause shall not be construed as affecting the obligation of Vendor to pay the full amount specified in Vendor's invoice for space rental should the Memorial resell the exhibition space. If exhibit material has been delivered to the booth but has not been assembled, Memorial reserves the right to remove the material and place it in storage. If the Vendor arrives after the material has been stored and would like the material brought back to the show floor, a drayage fee will be charged. Failure to occupy exhibit space does not relieve the Vendor from the obligation to pay the full booth rental fees.
8. Fire, Safety & Health Regulations. Vendor agrees to comply with all local, city and state laws, ordinances and regulations and the policies and regulations of the Oklahoma City Convention Center covering fire, safety, health, and all other matters. All exhibit equipment and materials will be reasonably located within the exhibition space and protected by safety guards and devices where necessary. Necessary fire precautions will be taken by Vendor.
9. Subletting or Assigning of Space. Vendor shall not assign, sublet or apportion the whole or any part of the exhibition space assigned to Vendor or have representatives, equipment or materials from firms other than Vendor's own in the exhibition space without the prior written consent of the Memorial.
10. Insurance. The Memorial will not be liable for loss or damage to the property of the Vendor or Vendor's representatives or employees from theft, fire, accident, or any other cause. Vendor agrees to save and

hold harmless the Oklahoma City National Memorial Foundation, the Oklahoma City Memorial Marathon, its sponsors and organizers, OU Health, Visit OKC, ASM Global, the City of Oklahoma City, the Oklahoma City Convention Center, and the agents, representatives, officers, directors, and employees of the above from all claims, demands, damages and liability of whatsoever kind of character asserted by any person or persons arising out of, or related to, the use of Vendor's exhibition space by Vendor. The Vendor is responsible for damage to property and injuries to persons caused by its own actions or inactions. Vendor must obtain insurance against property loss or damage and against liability and/or personal injury. Vendor shall also, at its own expense, secure and maintain at all times during the Expo event (including move-in and move-out periods) a Comprehensive General Liability coverage with limits not less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. A certificate of insurance indicating such insurance coverage listing "Oklahoma City National Memorial Foundation" 620 N Harvey Ave, OKC, OK, 73102, as the certificate holder and an additional insured, with a 30-day notice of cancellation, is required to be delivered to the Memorial before the Expo event. Such copy of the certificate of insurance must be delivered by Vendor to the Memorial's designated representative at the following email address: ar@okcnm.org. This policy of insurance shall protect the Memorial and insure the Vendor against all claims, demands and actions or proceedings for sums of money, damages, costs, fees, penalties, and losses and all liability imposed for loss of life, personal injury, or damage to or loss of property arising from or in any way connected with the Vendor's presence or operations at the Expo show.

11. Utilities. The Memorial shall use commercially reasonable efforts to have all power services installed in time for the opening of the Expo event and to prevent the interruption of power services during the Expo event. However, the Memorial shall not be held responsible or liable for late installation or interruption of any service that may occur. Vendor shall be responsible for purchasing any electrical services or utilities needed for Vendor's booth exhibition space.
12. Cancellation or Curtailment of Expo Show. If the Memorial should be prevented from holding the Expo event or is canceled, shortened, rescheduled or altered in any way due to weather or for any other reason, the Memorial and Expo show sponsors will not have any liability to Vendor for any loss of business, damage or expense whatsoever the Vendor may suffer. Other reasons include but are not limited to, natural disturbances, police activity, acts/threats of terrorism, or other reasons beyond the reasonable control of the Memorial. The Memorial is not responsible for any damages or losses that Vendor may incur as a result of the Oklahoma City Memorial Marathon being canceled, shortened, rescheduled or altered in any way due to weather or for any other reason beyond the reasonable control of the Memorial. Should the facility where the Expo show is being held become unavailable for occupancy, for "cause or causes" not within the control of the Memorial, the Memorial and sponsors (i) will have no obligation to return the rental fee payment to Vendor, and (ii) will not be held responsible for any claims which might arise in consequence thereof. The Memorial reserves the right to cancel the Expo show 30 days before the opening date of the Expo show without any liability on the part of the Memorial, by the return of all payments to the Vendor.
13. Assumption of Risk. Vendor accepts all risks associated with the use or occupancy of the exhibition space and environs and shall not make any claim or demand or take any legal action whatsoever against the Memorial, Expo show sponsors (including, without limitation, OU Health and the Visit OKC),

ASM Global, the City of Oklahoma City, the Oklahoma City Convention Center, or their respective owners, officers, directors, agents and employees for any loss, damage, or injury howsoever caused to the Vendor, their officers, employees, agents or their property.

14. Indemnification. Vendor agrees to indemnify and hold harmless the Memorial, Expo show sponsors (including, without limitation, OU Health and the Visit OKC), ASM Global, the City of Oklahoma City, the Oklahoma City Convention Center, and their respective owners, officers, directors, agents and employees, against all claims, fees, losses, suits, damages, judgments, expense costs and charges of every kind resulting from Vendor's breach of this Agreement and/or Vendor's use or occupancy of the exhibition space or its environs, for any reason or resulting from personal injuries, death, property damages or any other cause sustained by the Vendor, another Vendor, the Memorial, Expo show sponsors (including, without limitation, OU Health and the Visit OKC), ASM Global, the City of Oklahoma City, the Oklahoma City Convention Center, or their respective owners, officers, directors, agents and employees, or show visitors.
15. Termination. In the event Vendor breaches this Agreement, the Memorial may immediately terminate this Agreement without notice and may seek to enforce any remedies available to it at law or in equity, including without limitation obtaining any injunctive relief necessary to enforce the terms hereof.
16. Enforcement. If Vendor defaults in the performance of or compliance with any of the terms and provisions in this Agreement, and the Memorial employs attorneys to enforce any part of the Agreement, Vendor shall reimburse the Memorial for all costs and attorneys' fees incurred whether or not suit is actually filed.
17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Oklahoma. Any action to enforce any part of this Agreement shall be brought exclusively in the United States District Court for the Western District of Oklahoma, or the District Court for Oklahoma County, State of Oklahoma.
18. Counterparts. This Agreement may be signed in two counterparts, which, when taken together shall constitute a single writing.
19. Miscellaneous. This Agreement constitutes the complete agreement between the Memorial and the Vendor. This Agreement supersedes all previous or contemporaneous negotiations, arrangements or understandings, written or oral, between the Memorial and the Vendor with respect to the subject matter of this Agreement. No modification of this Agreement shall be valid unless approved in writing by the Memorial. The Memorial does not guarantee in any way the attendance figures for the Expo show or the success of the Vendor.
20. Additional Rules & Regulations. The Agreement is subject to the following additional rules and regulations, all of which are binding on Vendor:

RULES AND REGULATIONS

DISPLAY

- a. Vendors are required to keep their exhibit space neat and orderly at all times.

- b. No Vendor shall change or add to the products and services to be displayed, as detailed in Vendor's application, without the written consent of the Memorial.
- c. Vendor shall ensure the presence of a responsible individual or individuals in the exhibition space at all times during the designated exhibition hours. Vendor shall be responsible for the conduct of any employee, agent, visitor or guest of Vendor in the exhibition space.
- d. No packing of booths or dismantling of exhibits is permitted until after Expo closing time on Saturday, April 25 at 6:00 p.m.
- e. Vendor may have a maximum of four (4) booth staff, per 10x10 booth, per day. Vendor must display identification credentials provided by the Memorial at all times when working the event. Credentials are non-transferable, and if transferred or used by any party other than the individual to whom it was issued, it may be canceled by the Memorial.
- f. Vendor, at its own expense, must drape the back of unsightly structures if exposed to view. Vendors are advised that they must pay strict attention to the appearance of their exhibition space. Displays must be neat and professional in appearance and avoid the look of a "flea market" or "fire sale". Tattered cardboard cartons, unattractive drums, tubs, etc. are not to be visible to the public.
- g. Vendor cannot use or blow-up balloons or have a balloon display or balloon décor as a part of their booth exhibit without the Memorial's prior written consent.
- h. Vendor must not obstruct the view of an adjoining Vendor's space, nor permit such exhibit to be placed or operated in any manner offensive or objectionable, in the reasonable opinion of the Memorial, to the adjacent or surrounding Vendors or the Expo show as a whole.
- i. All structural work, such as extra shelving, standards, display racks, etc. must meet the approval of the Memorial. All materials must be fireproofed and, if necessary, tested by the fire department. All flammable materials such as bunting, trees, drapes, etc. must be fireproof.
- j. All labor necessary in setting up or removing exhibits must be supplied by Vendor and must comply with labor regulations pertaining to the facility.
- k. All aisles must be kept clear of exhibits. Interviews, demonstrations, distribution of literature, etc. must be done inside of the Vendor's space. No canvassing, solicitation of business, or conference in the interest of business, except by exhibiting firms, is allowed. Canvassing, solicitation of business, and distribution of advertising matter will not be permitted within the facility except within the Vendor's booth.
- l. Exhibits that include the operation of musical equipment, radios, sound motion picture equipment, public address systems, or any noisemaking machines must be operated so that the noise resulting therefrom will not annoy or disturb adjacent Vendors or their patrons and must be approved by the Memorial. Use of sound equipment, such as microphones, televisions, etc. will be permitted where appropriate to the display, provided sound is maintained at not more than a "conversational" level. Electrical loudspeakers shall not be used for the purposes of amplification. The Memorial reserves the right to restrict Vendor's use of sound and other devices that may interfere with the best interests of the Expo show.

- m. Vendor shall be responsible for collecting and remitting any applicable sales tax owed to the Oklahoma Tax Commission in connection with the sale of any products or services offered and sold by Vendor.

VENDOR'S PROPERTY

- a. Although security service will be furnished for the show, all of the Vendor's property at the show shall be at the sole risk of the Vendor and neither the Memorial, Expo sponsors (including, without limitation, OU Health and the Visit OKC), ASM Global, the City of Oklahoma City, nor the Oklahoma City Convention Center assumes any responsibility for damage to, loss, or theft of property belonging to Vendor, its agent, employees, business invitees, visitors or guests.
- b. All video and still photography of any show exhibit and/or exhibit staff taken by any agent of the Memorial will remain the property of the Memorial for use in promoting current and future events or for use of any other purpose.
- c. Distribution of promotional or educational materials may be conducted and circulated only within the booth assigned to the Vendor.
- d. All business of Vendor within Vendor's assigned booth, including the sales of goods/services, must be conducted in a professional manner that aligns with the established professional standards of the Memorial.
- e. Vendor agrees to remove its exhibit from the Facility by the final move-out time limit, or in the event of failure to do so, Vendor agrees to pay the Memorial for such additional costs as may be incurred. A breach of any conditions of this Agreement, which shall result in damages to the Memorial or a failure by Vendor to remove an exhibit, equipment or paraphernalia at the time determined by the Memorial shall cause the Vendor to become immediately liable on any unpaid sums owing hereunder. The Memorial is hereby permitted by Vendor to take immediate possession of said equipment, paraphernalia, or exhibit. Same may be removed, sold at public or private sales, or destroyed with or without notice to Vendor to defray, liquidate or expunge any damage.

BUILDING/FACILITY

- a. Vendor is liable for any damage it causes to the Oklahoma City Convention Center (the "Facility") or to any property of the Memorial, its agents, other Vendors, or any other person or entity, including, without limitation, ASM Global, the City of Oklahoma City and the Oklahoma City Convention Center. Vendor may not apply paint, lacquer, adhesive, or other coatings to the Facility or to the property of the Memorial, its agents, other Vendors, or any other person or entity, including, without limitation, ASM Global, the City of Oklahoma City and the Oklahoma City Convention Center.
- b. No pins or tacks in drapes, walls, posts, etc., are permitted. No nails or screws may be driven into the floor. (Only double-faced cloth tape is permitted on the Facility floor.) No damage of any nature may be done to booth structures or to any part of the Facility.

- c. Any special electricity, carpentry, wiring, gas, water, steam, or drainage connection must be requested one week prior to the Expo and shall be installed by the Facility at the Vendor's expense.
- d. Vendor sales or sampling of food and beverages for consumption in the Facility shall be made only with the permission of the Facility concessionaire.
- e. The Expo is a non-smoking event. Smoking on the exhibit floor is strictly prohibited.
- f. Vendor shall fully comply with all rules and regulations applicable to the Facility.

By signing below, Vendor agrees to and accepts this agreement and its terms and conditions provided herein:

