



EXHIBITOR AGREEMENT & GUIDELINES

Philadelphia magazine's Be Well Philly Boot Camp will motivate, educate, and empower women to get healthy and fit. This exhilarating all-day event is the first of its kind in the region. The day will include: invigorating group fitness classes, interactive and educational sessions and demonstrations, inspirational panel discussions, makeovers, fashion components, healthy food and beverage tastings, special guests, and much more!

Event Details:

Event: Be Well Philly Boot Camp

When: Saturday, June 6, 2015

Time: 9:00 AM-2:00 PM (Healthy Happy Hour to Follow)

Where: Drexel Recreation Center | 3301 Market Street | Philadelphia, PA 19104

Ticket Price: \$40

Expected Attendance: 700*

**Please be prepared to accommodate 700 guests throughout the day. If you have giveaways or samples, please bring enough for everyone as the crowd will remain consistent throughout the event. Nearing the end of the event will not result in a drop in attendance. If you cannot accommodate this size, please speak with your Account Executive.*

Exhibitor Details:

1. Company Information:

Name: (Please print the name you would like to see used on your table signage and in all marketing materials surrounding the

Event): _____ ("Exhibitor")

Address:

City: _____ State: _____ Zip: _____

2. Company Representative(s) Information:

Name:

E-mail: _____ Phone: () _____ - _____

Name:

E-mail: _____ Phone: () _____ - _____

3. Day-of-Event Contact Information (if different than the above):

Name:

E-mail: _____ Phone: () _____ - _____

Exhibitor Services:

On June 6, 2015, between the hours of 9:00 AM and 2:00 PM, Exhibitor agrees to participate in the Event by providing and operating an exhibition booth and the service(s) and/or product(s) detailed below, subject to *Philadelphia* magazine's approval. Exhibitor will have between 6:30 AM and 8:30 AM to set up its table and/or station, and between 2:30 PM to 4:00 PM to break down its table and/or station.

The Exhibitor requests permission, which may be withheld in *Philadelphia* magazine's sole discretion, to offer the following service(s) and/or product(s) at its table:

Exhibitor agrees to execute any and all documents that *Philadelphia* magazine requires in order to offer the service(s) and/or product(s).

The Exhibitor may offer an item for inclusion in the Be Well Boot Camp gift bags, which will be made available to Event guests. Only items of value will be included in the gift bags, so please do not offer solely brochures or pamphlets. A total of 700 gift bags will be created for the Event.

The Exhibitor requests permission, which may be withheld in *Philadelphia* magazine's sole discretion, to offer the following item(s) for inclusion in the gift bags:

If approved, gift bag items must be mailed to Philadelphia Magazine c/o Nadine Enders 1818 Market St, 36th floor Philadelphia PA, 19103 , or Exhibitor may schedule an appointment to drop off items during regular business hours. Deadline to provide gift bag items to *Philadelphia* magazine is Wednesday, May 20th, 2015.

Exhibitor Benefits:

- One (1) 8 foot table;
- Black Table linen;
- Two (2) chairs;
- Inclusion on event floor plan, which will be available to Event guests at registration; and
- Table signage;
- Other Requests: Please list other requests (such as electrical requests) below and we will do our best to accommodate you. We do not guarantee that we will accommodate your request, and we cannot accommodate electrical requests made the day of the event. *If you need access to electricity, please note how many outlets you will need and what you will be plugging in. *Please note: You must provide your own extension cords.*

Exhibitor understands that the Exhibitor Benefits may change as Event planning unfolds, may be subject to various editorial guidelines, and may be made to conform to other logistical requirements of the Event.

Food Sampling:

All Exhibitors are required to submit food/beverage items for pre-approval by Drexel University and *Philadelphia* magazine. Once we receive your submission, we will move forward with sending the necessary Health Department paperwork to the applicable Exhibitors.

Load-In Information:

Exhibitor load-in will occur on Saturday, June 6th, 2015 between 6:30 AM-8:30 AM. We recommend pulling up on either 33rd Street or Market Street outside of the venue. Upon arrival, please come through the main Recreation Center entrance (at the corner of 33rd and Market Streets.) A *Philadelphia* magazine staff member will greet you and show you where to go from there. Once you have unloaded your things*, please move your vehicle to make room for other Exhibitors.

**Please note: you will need to bring your own hand cart(s).*

Terms & Conditions:

1. Food & Beverages

Exhibitor may not provide food or beverages on or about the Premises without first obtaining written permission from Drexel University and *Philadelphia* magazine, which permission may be withheld in *Philadelphia* magazine's sole discretion.

2. Timing

Exhibitor may begin to set up no earlier than 6:30 AM and must clear the Premises no later than 4:00 PM. Exhibitor must be prepared to participate in the event from 9:00 AM until 2:00 PM. Exhibitor shall strictly adhere to these starting and finishing times.

3. Exhibitor Materials

Exhibitor shall provide to *Philadelphia* magazine all logos and other materials necessary for *Philadelphia* magazine's provision of the benefits set forth in the Exhibitor Benefits description, including the Exhibitor Agreement, and any other information that Exhibitor provides to *Philadelphia* magazine (the "Exhibitor Materials"). Exhibitor grants *Philadelphia* magazine all rights to use the Exhibitor Materials in any media and for any purpose in connection with the operation and publicity for this Event (including, but not limited to editorial, artistic, promotional, or advertising purposes), without notice to Exhibitor, without further compensation, and without Exhibitor's approval. Exhibitor also grants *Philadelphia* magazine the non-exclusive, non-transferable, royalty-free right to use its names, trademarks and logos (the "Exhibitor Marks") as contemplated herein.

Exhibitor shall provide the Exhibitor Materials to *Philadelphia* magazine no later than May 8, 2015.

All Exhibitor Materials are subject to *Philadelphia* magazine's prior approval as to the nature, form, and/or content thereof. All Exhibitor Materials are subject to the requirements of any governmental or other legal compliance standards and practices. Exhibitor understands that *Philadelphia* magazine has the right, in its sole discretion, to reject, modify, edit and revise the Exhibitor Materials without Exhibitor's consent.

4. Intellectual Property Rights

Exhibitor shall obtain all necessary licenses, rights, consents, permissions and/or permits to display, sell, and/or distribute copyrighted or trademarked material. Exhibitor is responsible for all costs arising from the use of patented, trademarked, franchised, or copyrighted material ("Proprietary Material") it uses during the Event. Exhibitor warrants that all Proprietary Material displayed, sold, or distributed at the Event has been duly licensed or authorized by its

owner or authorized representative and the Event will not infringe on any third party intellectual property rights.

5. Publicity Release

Exhibitor, on behalf of itself and all employees, agents, and other representatives present at the Event (“Exhibitor Representatives”), authorizes *Philadelphia* magazine, its affiliates, successors, assigns, and licensees to use, exhibit, transmit, broadcast, publish, and license, on a world-wide basis, in perpetuity, and by digital or other method, any film or videotape, audio recording, footage, photograph, negative, reproduction and/or other recording (“Recordings”) of the likeness of Exhibitor and Exhibitor’s Representatives taken during the Event, in whole or in part, as may be changed, made through, and used in any medium whatsoever (now existing or hereinafter created) and in all forms of marketing and advertising, now or at any time in the future.

Exhibitor further grants, assigns, and transfers to *Philadelphia* magazine all rights of every nature relating to the reproduction and use of the Recordings, and hereby waives any rights that Exhibitor and Exhibitor’s Representatives may have, including any right to inspect or approve the reproduction and use of the Recordings. Exhibitor grants permission to the *Philadelphia* magazine to modify or alter the Recordings in its discretion. Exhibitor also consents to the use of Exhibitor and Exhibitor Representative’s name(s) in connection with the Recordings.

Exhibitor releases *Philadelphia* magazine, and its officers, directors, agents, and employees from any and all claims which the Exhibitor or Exhibitor’s Representatives may have at any time by reason of the use of the likeness of Exhibitor and Exhibitor’s Representatives as contemplated herein, including, without limitation, claims arising from rights of privacy or publicity.

6. Independent Contractor

Exhibitor acknowledges and affirms that it is an independent contractor and not an employee of *Philadelphia* magazine. Exhibitor also acknowledges and affirms that it is responsible for determining the means and methods of performing the services contracted for under this Agreement and for all expenses and costs incurred in performing such services.

7. Insurance

Exhibitor shall have the required insurance coverage outlined in Exhibit A (attached hereto). The required certificate(s) of insurance must be delivered to *Philadelphia* magazine no later than May 8, 2015. Exhibitor shall provide at least twenty (20) days prior written notice of cancellation.

Insurance policies must include Drexel University and Metro Corp. (d/b/a Philadelphia Magazine) as primary additional insureds.

The issuance of any insurance policy required under this Agreement and the minimum limits specified herein do not limit or restrict the Exhibitor's liability arising under or out of this Agreement.

8. Representations & Warranties

Exhibitor hereby represents and warrants that:

- a. It has the full power and authority to make this agreement and grant all the rights granted hereunder;
- b. Any athletic trainers and other professionals rendering services hereunder are duly licensed in the Commonwealth of Pennsylvania;
- c. It will comply with all applicable federal, state, and local laws and ordinances in the use of the Premises and provision of services and products at the Event;
- d. It will comply with all rules and regulations that apply to the Premises and with the directions of all employees or agents responsible for the operation or security of the Premises;
- e. It will comply with all guidelines provided by *Philadelphia* magazine for the purpose of complying with *Philadelphia* magazine's obligations to produce the Event in conjunction with third parties; and
- f. It has not and will not represent itself to be an agent or employee of *Philadelphia* magazine or Metro. Corp., *Philadelphia* magazine's parent company.

Exhibitor shall be solely responsible for acts and omissions of its employees, subcontractors, vendors, agents and employees, and any other persons or entities performing any services for or on behalf of the Exhibitor in connection with the Event.

9. Indemnification & Release

Exhibitor and its employees, contractors, subcontractors, vendors, and agents hereby agree to defend, indemnify, and hold harmless Metro Corp. (d/b/a *Philadelphia* magazine), Drexel University, and their affiliates, agents, employees, trustees, officers, faculty, students, and invited guests from and against all actions, causes of action, claims, and demands and from all costs, damages, expenses, charges, debts, and liabilities (including attorneys' fees) that arise from or are connected with the Event, Exhibitor's use of the Premises, and/or the performance or non-performance of Exhibitor's duties under this Agreement, any breach of the representations and warranties the contained herein, and any injuries or losses resulting directly or indirectly from the exhibitor's participation in and provision of goods or services at the Event.

Exhibitor releases and waives any and all claims, demands, or causes of action against Metro Corp. (d/b/a *Philadelphia* magazine), Drexel University, and their affiliates, agents, employees, trustees, officers, faculty, students, and invited guests that arise from or are connected with the Event, Exhibitor's obligations pursuant to this Agreement and use of the Premises, any injury to Exhibitor's employees, invitees, guests or agents, or damage to or loss of Exhibitor's property

that Exhibitor brings or stores on the Premises. Any property left on the Premises after the time period defined below will be considered abandoned and may be discarded.

10. Termination

Philadelphia magazine may terminate this Agreement at any time and in its sole discretion. In the event Exhibitor fails to comply with any of the terms and conditions of the Agreement, *Philadelphia* magazine reserves the right to retain as damages any fees Exhibitor paid under this Agreement, without prejudice to any other legal rights or remedies the *Philadelphia* magazine may have.

11. Assignment

Exhibitor may not assign any right it receives under this Agreement.

Agreed to By:

I have carefully read this Exhibitor Agreement and I agree to the terms contained therein.

Name:

Title:

Signature: _____ Date: _____

***Philadelphia* magazine and Drexel University reserve the right to assign space as equitably as possible. Space will be granted on a first-come first-serve basis. Please send all cancellation requests in writing to *Philadelphia* magazine. Written notice of cancellation must be received by May 8, 2015.**

Please return ALL requested forms to Nadine Enders at nenders@phillymag.com
EXHIBIT A

Be Well Philly Boot Camp Exhibitor Insurance Requirements
COI Deadline: May 8th, 2015

Exhibitor shall carry Commercial General Liability Insurance, Business Automobile Insurance, Workers' Compensation & Employer's Liability Insurance, and Commercial Umbrella Liability Insurance (using acceptable coverage forms) and Exhibitor shall provide Metro Corp. (d/b/a Philadelphia Magazine) with a Certificate of Insurance naming *Philadelphia* magazine and Drexel University as Additional Insured parties with respect to liability for any claim arising out of the negligence of the Named Insured.

Certificate Holder: Metro Corp. (d/b/a Philadelphia Magazine), 1818 Market Street, 36th Floor, Philadelphia, PA 19103

The coverage provided by Exhibitor and reflected on its Certificate of Insurance shall include coverage for:

Commercial General Liability (CGL) (occurrence form) coverage not less than:

- \$1,000,000 General Aggregate
- \$1,000,000 Products and Completed Operations Aggregate
- \$1,000,000 Premises / Operations (Each Occurrence)
- \$1,000,000 Personal & Advertising Injury (Each Occurrence)
- Coverage must be placed with a carrier rated not less than A-, X by A.M. Best Co.

Commercial Umbrella Liability coverage not less than:

- \$2,000,000 Policy Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$2,000,000 Premises / Operations (Each Occurrence)
- The schedule of underlying coverage shall include liability arising from premises/operations, products/completed operations, personal and advertising injury, Commercial Automobile Liability, Liquor Legal Liability and Employer's Liability

Workers' Compensation & Employer's Liability coverage limits not less than:

- \$1,000,000 Each Accident
- \$1,000,000 Disease – Policy Limit
- \$1,000,000 Disease – Each Employee
- Coverage must be placed with a carrier rated not less than A-, X by A.M. Best Co.
- Coverage must be provided in all States in which the work is to be performed or elsewhere as may be required

Commercial Automobile Liability coverage not less than:

- \$1,000,000 Combined Single Limit (CSL) -or-

\$1,000,000 Bodily Injury per Accident
\$1,000,000 Bodily Injury per Person
\$1,000,000 Property Damage

- Coverage must be provided for liability arising out of all owned, leased, hired and non-owned automobiles.
- Coverage must be placed with a carrier rated not less than A-, X by A.M. Best Co.

Liquor Legal Liability (occurrence form) coverage not less than:

\$2,000,000 General Aggregate
\$1,000,000 Each Occurrence

- Coverage must be provided where the contractor/exhibitor will be serving or distributing alcoholic beverages at any event.

The certificate must include the following as an Additional Insured(s):

Metro Corp., and its parents, subsidiaries, affiliates and assigns existing now or hereafter, including *Philadelphia* magazine are Additional Insured

- and -

Drexel University

Sponsor must provide *Philadelphia* magazine written notice of any reduction, cancellation or non-renewal of coverage at least twenty (20) days prior to the effective date thereof.

Certificates of Insurance must be emailed to nenders@phillymag.com or mailed to the address below to the attention of Nadine Enders no later than May 8, 2015

Philadelphia Magazine
1818 Market Street
36th Floor
Philadelphia, PA 19103

For insurance related questions please contact Alexandra Hill
ahill@metrocorpmedia.com