

RecFest 2013 Guidelines

The San Jose RecFest is a one-day family-friendly celebration and showcase of recreational activities available in the San Jose area. It will promote good health, physical fitness, family fun and enjoyable activities that are essential parts of Silicon Valley's work hard, play hard lifestyle. The event takes place May 18, 2013 at Parque de los Pobladores at First and Williams Streets in Downtown San Jose.

1. Booth Specifications: Booth space is 10x10 with canopy with one table and two chairs. You are responsible for staffing, signage and promotional materials. Upon request, RecFest staff will do it's best to locate your booth a reasonable distance from potential competitors, but location cannot be 100% guaranteed. Electricity may be available for an additional fee, please contact janderson@metronews.com for details.

2. Responsible parties: Unless a separate arrangement is made, you are solely responsible for programming activities within your booth space. Though RecFest staff can offer advice and suggestions, RecFest will not be responsible for producing any aspect of booth activities, promotions or giveaways.

3. Prohibited activities: The following activities are not allowed within booth during RecFest: Sales of goods and services, food distribution of any kind, distribution of items that conflict with RecFest affiliates and sponsors. Booth space is to be used for promotional purposes only. Contests and participatory activities are recommended.

4. Load in/load out: A temporary parking pass will be provided to you. Pass will allow temporary parking along the 1st Street or Market Street sides of Parque de los Pobladores for load in and load out purposes only. Spaces will be available on a first come first serve basis. We ask that you move your vehicle as soon as you are done loading in/out. Load in times: 6am-9am. Load out times: 5pm-7pm.

6. Booth activities: Booth exhibitors should have a focus on fitness, sports or outdoor recreation, and while the sale of goods is not permitted, contests, giveaways and demonstrations that involve family-friendly participation are highly encouraged.

6. Fees: The fee for booth space is \$250 and \$75 for promotional material distribution from Community Booth. Fees may be subject to change for future events.

7. **Promotion commitment:** You agree to incorporate RecFest logo and/or promotional copy in their regular promotional activities (mailing lists, on-site display, card inside menu, advertisements).

8. **Use of names and logo:** You shall permit the use of its logo and name in connection with promotion of RecFest.

9. **Relationship of the parties:** Parties are independent contractors and nothing contained herein or done pursuant to this promotion shall be construed to imply the existence of a partnership, joint venture, principal and agent, or employer and employee relationship between the parties.

10. **Limitation of Liability:** The failure of either party to perform any obligation otherwise due as a result of governmental action, laws, orders or requests, or as a result of events, such as war, acts of public enemies, strikes or other labor disturbances, fires, floods, acts of God or any causes of like or different kind beyond the reasonable control of that party is excused. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES OR LOSS OF DATA, REVENUE, PROFIT, OR SAVINGS OF ANY PARTY, INCLUDING THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING IN CONTRACT, EQUITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED ANY AMOUNTS PAID TO BOULEVARDS PROMOTIONS UNDER THIS AGREEMENT.

11. **Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements and understandings. This Agreement may not be modified in whole or in part except in a writing signed by a duly authorized representative of both parties.