



IRVING MARATHON GROUP, LLC.

VENDOR AGREEMENT & GUIDELINES

REQUEST FOR SPACE, PAYMENT, CONFIRMATION, AND CANCELLATION

- Payment in full and a signed agreement are required to request space.
- Accepted forms of payment are credit cards and checks. Checks payable to Irving Marathon Group LLC.
- Payments are due 30 days before the event, or your booth(s) is subject to cancellation.
- Management reserves the right to limit applicants within the same industry but is not obligated to do so.
- Management reserves the right to refuse applicants for any reason.
- Management reserves the right to relocate booth assignments or modify the floor plan for any reason, at any time.
- No refunds will be given for cancellations.
- In the case the event is canceled due to circumstances beyond the control of Irving Marathon Group, including but not limited to acts of God, fires, floods, terrorism, and labor strikes, Irving Marathon Group will not be held liable for any claims which may arise in consequences thereof and shall not be held liable to a Vendor for any loss of business, damage or expenses the Vendor may endure. No refunds will be given.

PARKING

- **1 vehicle is allowed in the Toyota Music Factory Parking Garage 370 W Las Colinas Blvd Irving, TX 75039. Show your parking permit to enter/exit.**
 - From East (Dallas): 114 West, Exit Northwest Hwy, Immediate Right on Convention Way, Right on Exhibition Way
 - From West (Fort Worth): 114 East, Exit Northwest Hwy, Exit Las Colinas Blvd, Right on Exhibition Way
- Additional parking is available at Urban Towers Parking Garage 222 W Las Colinas Blvd Irving, TX 75039 for \$10 per vehicle.

BOOTH SETUP, EVENT HOURS & DISMANTLING

- **VENDORS MUST SET UP DURING THE ASSIGNED SETUP TIMES AND BE READY ON TIME. Vendors not on time will not be allowed to set up and management reserves the right to rent that space to another individual or entity. No refunds will be given.**

	Packet Pickup*	Race Day*
Love on the Run	Fri, Feb 16 • 9:00 - 10:00 AM Setup • 11:00 - 7:00 PM Event	Sat, Feb 17 • 6:30 - 7:30 AM Setup • 8:30 - 12:30 PM Race
Irving St. Patrick's Run	Fri, March 8 • 9:00 - 10:00 AM Setup • 11:00 - 7:00 PM Event	Sat, March 9 • 7:00 - 8:00 AM Setup • 9:00 - 11:00 AM Race
Irving Marathon	Fri, March 29 • 9:00 - 10:00 AM Setup • 11:00 - 7:00 PM Event	Sat, March 30 • 5:30 - 6:30 AM Setup • 7:30 - 2:30 PM Race

Paws Colinas 5k-9	Fri, April 19 <ul style="list-style-type: none"> ● 9:00 - 10:00 AM Setup ● 11:00 - 7:00 PM Event 	Sat, April 20 <ul style="list-style-type: none"> ● 6:00 - 7:00 AM Setup ● 8:00 - 10:00 AM Race
Fiesta de Mayo Half Marathon	Fri, May 17 <ul style="list-style-type: none"> ● 9:00 - 10:00 AM Setup ● 11:00 - 7:00 PM Event 	Sat, May 18 <ul style="list-style-type: none"> ● 5:30 - 6:30 AM Setup ● 7:30 - 11:30 AM Race
Irving Oktoberfest Half Marathon	Fri, Oct 4 <ul style="list-style-type: none"> ● 9:00 - 10:00 AM Setup ● 11:00 - 7:00 PM Event 	Sat, Oct 5 <ul style="list-style-type: none"> ● 5:30 - 6:30 AM Setup ● 7:30 - 11:30 AM Race
Irving Turkey Trot	Wed, Nov 27 <ul style="list-style-type: none"> ● 9:00 - 10:00 AM Setup ● 11:00 - 7:00 PM Event 	Thurs, Nov 28 <ul style="list-style-type: none"> ● 6:00 - 7:00 AM Setup ● 8:00 - 11:30 AM Race
Irving Frost Marathon	Fri, Dec 20 <ul style="list-style-type: none"> ● 9:00 - 10:00 AM Setup ● 11:00 - 7:00 PM Event 	Sat, Dec 21 <ul style="list-style-type: none"> ● 5:30 - 6:30 AM Setup ● 7:30 - 3:30 PM Race

- ***Dates/Times above are for reference only. Vendors may only attend events that have been pre-purchased/approved.**
- **All booths must be manned for the entire duration of the event and remain intact until the event closes.** Vendors must have their booths open and staffed at all times during the event from start to close. Booth dismantling starts at event close and ends 1 hour after event close. The Vendor understands that the booth needs to be staffed during event hours. Vendor will not pack, break down, or remove items from display in any fashion until the event has been officially closed. If Vendor violates these rules, as determined by Irving Marathon Group, an additional \$200.00 will be due and payable immediately. Vendor further understands that all legal fees and collection expenses will be its sole responsibility.
- **Vendors are responsible for providing all setup needs, including tents, tables, and chairs. All tents must be weighted for high winds.**
- **This is a rain or shine event. The event is outdoors, so please plan accordingly. No refunds will be made should the event be subject to weather.**
- **Check-In:** Vendors must check-in and receive a Vendor Packet prior to unloading. Credentials included in the Vendor Packet must be worn at all times during set-up, event hours, and tear-down.
- **Vehicles:** Once unloaded, all Vendors are required to move their vehicle(s) to the Toyota Music Factory parking garage, or Urban Towers parking garage. Vehicles may not remain parked in the dock area for any reason and are subject to being ticketed or towed. No display vehicles are allowed in the Vendor area unless previous written authorization has been granted. Additional guidelines and restrictions will be provided.
- **Space:** No Vendor material may extend beyond the boundaries of their Vendor space. Vendor space is to be used solely to display the Vendor's products and services offered for sale or information. Vendors are not permitted to sublet any portion of their space. Exhibits must not obstruct the view or interfere with the exhibits of others. Vendors must use discretion in utilizing sound-amplifying equipment.
- **Conduct:** Vendor shall maintain a responsible individual or individuals in the leased space at all times during the designated event hours. Vendor shall be responsible for the conduct of any employee, agent, visitor, or guest of the Vendor in the Vendor space. Management retains the right to require adjustments be made to instruments causing any annoyance, including loud representatives interfering with another Vendor.
- **Venue Restrictions:** All Vendors must adhere to venue-posted signage, restrictions, and instructions.

- **Electricity, Internet, Phone:** Electricity, internet, and phone services are not included in your Vendor agreement. Electrical outlets may be available throughout the venue, but we cannot guarantee your booth placement will have one nearby.
- **Texas Retail Sales Permit:** All Vendors shall be responsible for acquiring and shall pay the cost of any and all licenses, permits, and taxes required by the authorities having jurisdiction over Toyota Music Factory, the Licensee, or specific activity. The local sales tax is currently 8.25%.
- **Check-Out:** Vendors must remove all property at the end of the event and put trash in trash containers.

INDEMNITY

- VENDOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE IRVING MARATHON GROUP LLC AND AFFILIATES AND TOYOTA MUSIC FACTORY AND AFFILIATES' RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, LOSSES, COSTS, DAMAGES, LIENS, JUDGMENTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COURT COSTS), RESULTING OR ARISING OR ALLEGED TO DAMAGE TO OR LOSS OF ANY PROPERTY WHICH ARISES OR IS CLAIMED TO ARISE FROM ANY EVENT RELATED TO ANY EVENT, TO THE EXTENT THAT SUCH CLAIM IS THE RESULT OF OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF VENDOR, ITS DIRECTORS OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS OR REPRESENTATIVES, OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTIES.
- Vendor agrees that any violation of the terms contained in this contract by Vendor shall be cause for immediate termination of the Agreement with Vendor and termination of Vendor's right to occupy a booth at the event. In the event that the contract with the Vendor is terminated, the Vendor acknowledges that no refunds will be given for any amounts paid to Irving Marathon Group LLC.
- **I authorize that I have read, understand, and will abide by all Irving Marathon Running Series Vendor Guidelines stated above. Representatives from our company have also been informed and will abide by the guidelines above.**

Company Name:

Company Representative:

Date:

Signature: