

## **Dominion Energy Riverrock Contract – Rules, Regulations, and Conditions**

1. Sports Backers and Venture Richmond Events LLC Logos, etc.: Metropolitan Richmond Sports Backers, Inc. (hereafter, “Sports Backers”) and Venture Richmond Events, LLC (hereafter, “Venture Richmond”) reserve all rights to the use of their names, trademarks, logos, and service marks. Unless authorized in writing by Sports Backers, use of the name Sports Backers and / or its logos, trademarks, or service marks for any purpose, including, but not limited to, any commercial purpose, such as merchandise sales or giveaways, is prohibited. Likewise, unless authorized in writing by Venture Richmond, use of the name Venture Richmond and / or its logos, trademarks, or service marks for any purpose, including, but not limited to, any commercial purpose, such as merchandise sales or giveaways, is prohibited.

2. Dominion Energy Riverrock Logo, etc.: Dominion Energy Riverrock (hereafter, the “Festival”) is the country’s largest outdoor lifestyle festival and is organized by the Sports Backers and Venture Richmond. Unless authorized in writing by Sports Backers and / or Venture Richmond, use of the name “Dominion Energy Riverrock” and / or use of the Festival’s logo, trademarks, or service marks for any purpose, including, but not limited to, any commercial purpose, such as merchandise sales or giveaways, is prohibited.

3. Exhibit / Booth Space: Exhibitor agrees that all Exhibits / Displays must be fully set-up in their assigned Exhibit / Booth Space on Brown’s Island, Kanawha Plaza, or 7<sup>th</sup> street by 5:00 p.m. on May 16, 2025, by 12:00 p.m. on May 17, 2025, and by 12:00 p.m. on May 18, 2025. Exhibits / Displays shall be arranged to fit within Exhibitor’s assigned Exhibit / Booth Space. Exhibits / Displays will not obstruct any adjacent walkways or the general view of the public. Exhibits / Displays will not obstruct other exhibitors. All Booth and Exhibit / Display materials must fit within the dimensions of the Exhibit / Booth Space assigned to Exhibitor. Exhibitor agrees that their Exhibit / Booth Space shall be open and staffed during the following Festival dates and times: (i) Friday, May 16, 2025 – 5:00 p.m. to 8:00 p.m.; (ii) Saturday, May 17, 2025 – 12:00 p.m. to 9:00 p.m.; and (iii) Sunday, May 18, 2025 – 12:00 p.m. to 5:00 p.m. Exhibitor must dismantle, remove and dispose of all exhibits, displays and other materials associated with its exhibit promptly following the conclusion of the Festival and as directed by Sports Backers or Venture Richmond and will reimburse Sports Backers and Venture Richmond for any expense incurred as a result of its failure to do so.

4. Right of Refusal: Sports Backers and Venture Richmond reserve the right to refuse any and all Exhibitors from purchasing Exhibit / Booth Space as well as the right to remove any Exhibitor from the venue at any time during the festival at the sole discretion of Sports Backers and/or Venture Richmond. To be considered, all vendors must fit within the health & fitness or outdoor industry categories.

5. Payment / Cancellation Policy: All Exhibit / Booth Spaces at the Festival will be sold on a first come first serve basis. Once an application is approved an Exhibit / Booth Space will not be guaranteed without payment in full. The deadline for submitting a completed application and payment in full is Friday, April 25, 2025, or when all Exhibit Booth Spaces are filled (whichever occurs first). All cancellation requests must be in writing and must be received by the Sports Backers by no later than 5:00 p.m. on Friday, April 25, 2025. It is understood and agreed that all exhibitors cancelling prior to 5:00 p.m. on Friday, April 25, 2025, forfeit twenty-five percent (25%) of their Exhibit / Booth Space rental fee. It is understood and agreed that there will be NO REFUNDS provided to any exhibitor after 5:00 p.m. on Friday, April 25, 2025. It is understood and agreed that there will be NO REFUNDS provided to any exhibitor who fails to move in and take possession of their assigned Exhibit / Booth Space on Brown’s Island, Kanawha Plaza, or 7<sup>th</sup> street and / or to any exhibitor whose participation in the Festival has been revoked because of a violation of any of these Rules, Regulations, and Conditions.

6. Fire, Safety, Health & Regulations: Exhibitor agrees to comply with all local, city, and state laws, ordinances and regulations and / or any rules established by the Sports Backers and / or Venture Richmond covering fire, safety, health, and all other matters related to the Festival. All exhibit / display equipment and materials will be reasonably located within the Exhibitor’s assigned Exhibit / Booth Space and shall be protected by safety devices where necessary. Exhibitor shall take necessary and prudent fire and safety precautions. The destruction, alteration or defacement by Exhibitor of property not owned by it is

strictly prohibited. If such damage shall occur, then Exhibitor is liable to the damaged property's owner for the replacement value of the damaged property.

7. Sub-letting of Exhibit / Booth Space: Exhibitor shall not assign, sublet or apportion the whole or any parts of their assigned Exhibit / Booth Space or have representatives, equipment, or materials for firms other than Exhibitor's own in the Exhibit / Booth Space without the written consent from the Sports Backers and / or Venture Richmond.

8. Liability Exclusion: Sports Backers will hire security personnel in an attempt to secure materials / property on Brown's Island, Kanawha Plaza, or 7<sup>th</sup> street when the Festival is not open to the general public. However, neither Sports Backers nor Venture Richmond will be liable for loss or damage to Exhibitor's property from theft, fire, accident or any other cause beyond its control. Exhibitor understands that Sports Backers, Venture Richmond, and / or the City of Richmond, Virginia ("City of Richmond") do not maintain insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain such coverage if desired. Exhibitor agrees to indemnify and hold harmless Sports Backers, Venture Richmond, City of Richmond, Dominion Energy, Inc., NewMarket Corporation, and all other sponsors, including officers, directors, organizers, owners, agents, representatives, and / or employees of the foregoing (collectively referred to hereafter as the "Indemnified Parties"), from all claims, demands, damages, and liability of whatsoever kind or character asserted by any person or persons, including but not limited to, injury to or death of persons or damage to the property of any person arising out of the Exhibitor's participation in the Festival (including claims arising out of any products, goods or services distributed or provided by Exhibitor), Exhibitor's use of Brown's Island, Kanawha Plaza, or 7<sup>th</sup> street, the acts or omissions of Exhibitor or its agents, employees, invitees or participants in any activity conducted by Exhibitor and / or a breach of any of these Rules, Regulations, and Conditions by Exhibitor or its agents, employees or invitees. Exhibitor shall pay to the Indemnified Parties all expenses incurred by the Indemnified Parties to enforce any of the Rules, Regulations, and Conditions of this Contract Addendum, including, but not limited to, their actual attorney's fees, costs, and / or expenses. **SPORTS BACKERS AND VENTURE RICHMOND MAKE NO WARRANTIES OF ANY KIND REGARDING THE FESTIVAL OR THE OPPORTUNITIES PROVIDED PURSUANT TO THIS ADDEDUM, ALL OF WHICH ARE PROVIDED "AS IS." EXHIBITOR EXPRESSLY RELEASES THE INDEMNIFIED PARTIES FROM ALL CLAIMS FOR LOSS, DAMAGE OR INJURY ARISING OUT OF ITS PARTICIPATION IN THE FESTIVAL. IN NO EVENT WILL ANY OF THE INDEMNIFIED PARTIES BE LIABLE TO EXHIBITOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, DIRECT OR INDIRECT LOSSES OR DAMAGES, WHETHER SUCH LOSSES, DAMAGES, OR CLAIMS ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF GOOD WILL, USE, OR PROFIT. EXHIBITOR MUST NOT TAKE ANY ACTION OR CONDUCT ITSELF IN SUCH A MANNER AS TO BRING PUBLIC RIDICULE, CONTEMPT, CENSURE, OR DISPARAGEMENT UPON ANY OTHER FESTIVAL PARTICIPANT, THE FESTIVAL, OR ANY OF THE INDEMNIFIED PARTIES. THE TOTAL LIABILITY TO THE EXHIBITOR OF THE INDEMNIFIED PARTIES IS STRICTLY LIMITED TO THE TOTAL AMOUNT PAID BY THE EXHIBITOR UNDER THIS ADDEDUM.**

9. Inability to Perform: If Sports Backers and Venture Richmond should be prevented from holding the Festival or cannot permit Exhibitor to occupy their assigned Exhibit / Booth Space due to circumstances beyond their control, including, but not limited to, strike, civil disobedience, severe weather, restrictions due to COVID-19, and / or acts of God, Sports Backers and Venture Richmond will refund to Exhibitor the amount of rental paid, less a proportionate share of Festival expenses. A refund will only be considered if all three days of the Festival are cancelled. There will be NO refunds for any partial cancellations that occur during the Festival. It is understood and agreed that Sports Backers and Venture Richmond will have no liability for any costs, damages and / or expenses that Exhibitor incurs as a consequence of the Festival being cancelled and / or postponed.

10. Delivery of Goods and Services / Taxes and Licenses: Products, goods, and services can be sold, displayed, and / or sampled at the Festival. Orders for future deliveries of goods, products, and / or services are also permitted. Exhibitor guarantees the delivery of the goods, products and / or services it promises to deliver at the Festival. Sports Backers and Venture Richmond, as organizers of the Festival, are relying on this guarantee as a material inducement to agree to rent to Exhibitor an Exhibit / Booth Space at the Festival. Should Exhibitor fail to fulfill its responsibility to deliver the goods, products and / or services it promises to deliver at the Festival, Sports Backers and Venture Richmond shall be entitled to recover any and all damages arising out of such failure, including, but not limited to, a liquidated damages amount of \$25,000.00, as well as their actual attorney's fees, costs, and / or expenses incurred in prosecuting any claim for damages arising out of such failure. Exhibitor also

agrees to properly report and remit all state and local tax information and payments. Exhibitor also agrees it is solely responsible for any federal, state, and local sales taxes and for obtaining any applicable business licenses.

11. Tents / Structures: If Exhibitor decides to provide its own tent(s) and / or other structure(s) for its assigned Exhibit / Booth Space, then Exhibitor shall, at its sole cost and expense, maintain insurance against losses and damages to persons or property caused by Exhibitor's tent(s) / structure(s), including standard Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Sports Backers and Venture Richmond shall each be named as additional insureds under such policy. If Exhibitor decides to provide their own tent(s) and / or other structure(s), then Exhibitor shall provide a certificate of insurance and policy endorsements demonstrating the required insurance coverage to Sports Backers, 4921 Lakeside Avenue, Henrico, VA 23228, ATTN: Drew Thornton via e-mail at [drew@sportsbackers.org](mailto:drew@sportsbackers.org) and to Venture Richmond, 200 S 3<sup>rd</sup> Street, Richmond, VA 23219, ATTN: Drew Thornton via e-mail at [drew@sportsbackers.org](mailto:drew@sportsbackers.org) no later than Friday, May 9th, 2025. No exhibitor shall take possession of their assigned Exhibit / Booth Space without providing insurance.

12. COVID-19 Guidelines: All Exhibitors and their staff must abide by the Center for Disease Control ("CDC")'s recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, as well as the CDC's COVID-19 quarantine and isolation guidelines as found here: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>. Also, all exhibitors and their staff must follow any federal, state, or local government regulations or health and safety guidance, as well as safety and risk mitigation practices required by event officials for this Festival, including, but not limited to, physical distancing, the proper use of a face mask before and after the Event and any other safety requirements as instructed verbally or in writing by Festival officials.

13. Enforcement of Rules, Regulations and Conditions: Sports Backers and Venture Richmond shall have full power and discretion in the interpretation and enforcement of all Rules, Regulations, and Conditions contained herein and to make such further rules, regulations, and / or conditions as they shall consider necessary for the proper conduct of the Festival. Any violation of these Rules, Regulations, and Conditions may result in the ejection of Exhibitor and its representatives from the Festival and the immediate forfeiture of the Exhibitor's assigned Exhibit / Booth Space without refund.

14. Alcoholic Beverages, Bottles and Cans: All Exhibitors are strictly prohibited from consuming, selling, and / or providing alcoholic beverages. No other non-alcoholic beverages of any type are permitted to be sold or distributed unless licensed by Sports Backers and Venture Richmond.