

## 2018 ATCA ANNUAL EXHIBITOR CONTRACT TERMS AND CONDITIONS

The Exhibit Space Application and Contract shall include the following Terms and Conditions. As used herein, "you" refers to the Exhibitor and its agents, employees and representatives.

**Member Standard Booth Fees:** \$42 per sq. ft. or \$4,200 for a standard 10'x10' booth

**Non-Member Standard Booth Fees:** \$55 per sq. ft. or \$5,500 for a standard 10'x10' booth

**Corners:** \$200 for each booth corner (a "corner" is a booth in which both sides of the corner abut an aisle, i.e. an end row booth has one corner, a peninsula booth has two corners, and an island booth has four corners.)

**Additional Staff:** For every 100-sq. ft. of booth space contracted and paid, exhibitors will receive a \$370 credit to apply towards any registration type (exhibitor, conf. attendee, etc.). Credit cannot be applied toward the purchase of Luncheon Tickets or the Glen Gilbert Awards Dinner.

Booth Staff registration is \$185 each. Exhibitors may purchase a maximum of 5 exhibit staff badges per 100 sq. ft. Exhibitors may use their allotted registration credit for the purchase of an Exhibit Staff registration and/or a Full Conference Attendee registration. All exhibit booth staff must be registered as either a Full Conference Attendee or as an Exhibit Staff. Any exhibitor found in the exhibit booth registered as an Exhibit Hall Visitor will be required to register on-site as either an Exhibit Staff or as a Full Conference Attendee.

**Payment:** Payment shall be due immediately upon receipt of invoice. **A service charge of two percent (2%) per month shall be due on invoices that are unpaid within thirty (30) days.** Any cancellations or space reduction requests MUST be in writing with receipt acknowledged by ATCA on or before **June 1, 2018**, and under no circumstances will a refund be made thereafter. A fifteen percent (15%) administrative fee will be deducted in the event of an approved refund. Refunds will be processed after the conclusion of the Exhibition.

### EXHIBITION SCHEDULE (all dates and times are subject to change)

The official show hours are:

<b>Monday, October 1</b>	<b>9:30 a.m. to 5:00 pm</b>
<b>Tuesday, October 2</b>	<b>9:00 a.m. to 5:00 pm</b>
<b>Wednesday, October 3</b>	<b>9:00 a.m. to 3:00 pm</b>

Exhibitor move-in hours are **Saturday, September 29, 2018 from 12:00pm to 8:00pm, and Sunday, September 30, 2018 from 9:00am to 8:00pm. All Exhibits must be fully set up and ready by 8:00pm, Sunday, September 30<sup>th</sup>.** If an exhibiting company needs additional set-up time, please contact Kenneth Carlisle at [ken.carlisle@atca.org](mailto:ken.carlisle@atca.org) to make arrangements. Early move-ins will be accommodated based on availability. To request an early move-in, please send an email to Sandra Strickland at [sandra.strickland@atca.org](mailto:sandra.strickland@atca.org). Any Exhibitor that has not begun set-up by **12:00pm on Sunday, September 30<sup>th</sup>, and has not advised ATCA in advance of the delay**, shall lose all rights to exhibit space, in which event ATCA shall resell or make other use of the space and no refund shall be made to the original contracting Exhibitor. Any costs incurred for changes to the unoccupied booth after **12:00pm on September 30<sup>th</sup>** shall be the responsibility of the original contracting Exhibitor.

Dismantling of displays shall begin Wednesday, **October 3, 2018 at 3:00pm** No Exhibitor may commence tear down before that time without prior written approval from ATCA. All Exhibitors displays or materials left in

booth without instruction will be packed and shipped at the discretion of ATCA and all cost thereof will be the responsibility of the Exhibitor.

**Exhibitor Booth Space Assignment:** Assignment of space will be based on the weighted criteria outlined in this event's exhibitor prospectus:

**Request for Meeting Space or Hospitality Suites at Event:**

- Only Exhibitors or Sponsors are allowed meeting space and Hospitality Suites.
- ATCA has a limited number of hospitality suites for exhibiting and sponsoring companies. All suite requests must be submitted in writing to ATCA.
- Please contact ATCA should an Exhibitor need to reserve meeting room space or hospitality suites (fees may apply).
- No Exhibitor or Sponsor shall hold meetings or events that conflict with any ATCA official functions.

**Exclusive Sponsorships for Exhibitors:** Only exhibitors are allowed sponsorships exclusive to the exhibit hall (aisle signage, column wraps, lounges, etc.)

**EXHIBIT SPECIFICATIONS**

**Minimum Standard Booth Size:** Minimum booth size is 10'x10' (3mx3m). Booths may be combined to form larger booths and Islands. A minimum of 4 booths are required (20'x20') to form an Island. Booth fees include space only; corners are added at \$200 per corner. Exhibitors are responsible for providing all booth contents including furniture, carpeting, electrical, etc. Nothing can be posted, tacked, nailed, screwed or otherwise attached to the columns, walls, floors, ceiling, or furniture.

**Inline Booths:** Exhibit fixtures, components, and identification signs will be permitted to a maximum height of 8" in the back 5" of the booth. No solid exhibit construction or freestanding display fixtures over the height of 48" are allowed in the front 5' of the exhibit booth. Structures (other than literature tables/counters) designed for holding computers, monitors, televisions or video screens or similar display elements, signs, etc. must not be placed in the front 5' of the exhibit booth. Materials, equipment and floral presentations in the front 5' of the exhibit booth that exceed 48" from the ground must not create an obstruction that prevents clear view of neighboring exhibits. An Inline booth may not exceed the height of 8' from the exhibit hall floor without prior written approval from ATCA. At all times, there must be a clear view of the space above 48" in the front 5' of all booths in each aisle.

**Peninsula Booths:** Should an Exhibitor select a peninsula booth (minimum of 10'x 20' space required), the back wall of the peninsula will be 8' high x 10' wide in the center and 48' high by 5' wide on the back left and right of the booth to maintain the 48' height limitation mentioned above in the first 5' of exhibit space.

**Aircraft/Vehicles:** Aircraft/vehicles with a height greater than 8' may be permitted with prior written approval from ATCA. All aircraft/vehicle displays are required to follow special safety instructions, which will be outlined in the Exhibitor Service Manual. The Exhibit Hall has limitations that may constrain aircraft/vehicle displays. Please contact ACTA for Hall specifications.

**Exhibitor Staff Registration:** Exhibitors must be registered as either a Full Conference Attendee or as an Exhibit Staff. Any Exhibit Staff found in the exhibit booth registered as an Exhibit Hall Visitor will be required to register on-site as either an Exhibit Staff or as a Full Conference Attendee.

**Exhibitor Contract Acceptance:** ATCA shall have absolute discretion over the selection of Exhibitors, and only the company whose name appears on the face of the Exhibitor Contract shall receive Exhibitor privileges. ATCA reserves the right to terminate any Exhibitor contract if, in the absolute discretion of ATCA, the Exhibitor or exhibit is, in any respect, deemed unsuitable for any reason, including but not limited to the conduct, merchandise, printed matter, souvenirs, promotional items and/or activities, catalogs or any other aspect of an Exhibit or Exhibitor. Exhibitors shall not assign, sublet or share the space allotted with another business or firm unless they are partners in a formal alliance and approval has been obtained in writing from ATCA. Names or advertisements of non-exhibiting manufacturers, distributors, or agents shall not appear in any Exhibitor's display.

**Exhibitor On-Site Representative:** Each Exhibitor shall provide ATCA, in advance, the name and title of the person who will attend the exposition and be responsible for the installation, operation and removal of the exhibit. Said representative shall be authorized to enter such service contracts as may be necessary, the cost of which shall be the Exhibitor's sole responsibility.

**Quiet Enjoyment of Booth Space:** No exhibits will be permitted that interfere with the use of other exhibits or impede access to them or impede the free use of the aisles. Booth personnel are required to confine their activities to the Exhibitor's booth space, including physical incursions, as well as with sound or light. No part of the exhibit area, surrounding grounds of the Hotel, or the Hotel's public space may be used by any organization other than ATCA for display purposes of any kind or nature, without prior written ATCA approval.

**Exhibitor Giveaway:** Giveaways are permitted if associated with the products and services of the exhibiting organization. These must be professional and small in nature. Cost must not exceed \$10.00 per item. Drawings for item(s) of a higher value are permitted.

**Food and Beverage in Exhibit Booths:** Exhibitors may serve or dispense food and beverages from the exhibit space, however all food and beverages must be supplied by the Gaylord National Resort and Convention Center. Food and beverage may be ordered from the Gaylord by submitting a Food & Beverage Request Form to Sandra Strickland at [sandra.strickland@atca.org](mailto:sandra.strickland@atca.org). Any Exhibitor serving alcohol assumes full responsibility and liability for the actions of its agents, employees, or guests, whether acting within or without the scope of their authority. All food and beverage events held in the exhibit hall must be approved in advance by ATCA. Visit ATCA's website to download the Exposition Food and Beverage Event Form.

**Prohibited Activities:** Exhibitors or Exhibitor staff who conduct themselves in an unacceptable manner, in ATCA's absolute discretion, must immediately leave the exhibit hall and/or conference upon ATCA's request. Without limiting the generality of the preceding sentence, the following conduct is strictly prohibited:

- Subleasing or sharing Exhibit space
- Occupying aisle space
- Creating an obstruction that prevents clear view of neighboring inline booth exhibits.
- Distributing materials or literature outside Exhibitor's booth
- Distributing materials or literature other than Exhibitor's product/service information
- Use of loudspeakers, recording equipment, television sets and radios, lighting or the use of operating machinery or any other activity that creates unacceptable volume
- Placing business cards over official ATCA badges or in any way altering a badge
- Early dismantling of exhibits without prior written ATCA approval
- Use of Exhibit Hall Visitor Passes by Exhibit Booth personnel

- Badge swapping
- Use of models or other entertainment that could be offensive to any Exhibition attendee

### MISCELLANEOUS

Exhibitors shall strictly comply with all applicable state, federal and local laws, ordinances and regulations. Without limiting the generality of the preceding sentence, Exhibitors are responsible for making booths accessible to persons with disabilities as required by the American with Disabilities Act (ADA). Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line (800-514-0301).

ATCA may take, use, reproduce or otherwise publish photographs, whether still or action, video recordings, pictures, audiotapes, digital images, film or motion pictures (collectively "Pictures"), and all rights therein shall irrevocably, exclusively, unconditionally and perpetually belong to ATCA, or assigns, without compensation or notice.

Exhibitor hereby agrees to indemnify and hold harmless ATCA and the Gaylord National Resort and Convention Center, and their collective agents, employees and representatives, from and against any and all claims or damages of any kind, including attorney's fees, directly or indirectly arising from or relating to your Exhibit or this Contract, and including but not limited to any claims for damage to person or property or that your Exhibit infringes any copyright or other intellectual property rights of any third party. If you breach any obligation of this Contract, ATCA may immediately terminate this Contract without prior notice, in which event ATCA shall be entitled to retain all monies received, it being agreed by the parties that ATCA'S damages arising from your breach will be difficult or impossible to ascertain.

Exhibitor shall obtain and keep in force during the term of the installation and use of exhibit premises, policies of comprehensive general liability insurance, insuring and specifically referring to the contractual liability set forth in the preceding paragraph, in an amount not less than **\$2,000,000 Combined Single Limit** for personal injury and property damage. **The ATCA and the Gaylord National Resort and Convention Center, its owner and operator, shall be included in such policies as additional named insureds. ATCA must receive a copy of the Certificate of Insurance by August 31, 2018.** If you are unable to provide such insurance coverage, ATCA has arranged with an insurance company to provide coverage. If you need to purchase this insurance, please click [here](#). **Cost per Exhibitor is \$89.** Exhibitor further acknowledges that neither ATCA nor the Gaylord National Resort and Convention Center, maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and/or property damage insurance.

ATCA HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ATCA DISCLAIMS LIABILITY FOR CONSEQUENTIAL DAMAGES TO PERSON OR PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. ATCA AND THE GAYLORD NATIONAL RESORT AND CONVENTION CENTER NEITHER ASSUME, NOR AUTHORIZE ANYONE TO ASSUME, SUCH LIABILITY. NEITHER ATCA NOR THE GAYLORD NATIONAL RESORT AND CONVENTION CENTER OR THEIR COLLECTIVE AGENTS, REPRESENTATIVES OR EMPLOYEES SHALL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE EXHIBIT OR THE PROPERTY OF EXHIBITORS, WHETHER RESULTING FROM FIRE, STORMS, ACTS OF GOD, AIR CONDITIONING OR HEATING FAILURE, THEFT, PILFERAGE, OR OTHER CAUSE.

In the event that ATCA shall be delayed or prevented from holding the scheduled event as the result of an act of God, acts of the public enemy, war, blockade, embargo, strike or other labor unrest, inability to procure materials, failure of power, restrictive government laws or regulations, arrest, riot, insurrection, epidemic, landslide, lightening, earthquake, fire, hurricane, storm, flood, explosion, terrorism or threat thereof, civil disobedience or disturbance, or any other cause, whether of the kind enumerated herein or otherwise, that is not within the control of ATCA, then ATCA shall have no liability to you for any such delay or nonperformance, and no refund will be due from ATCA.

This Exhibitor Contract, together with the Exhibitor Prospectus, Exhibitor Service Manual and the Rules of the ATCA for the subject event, contain the entire agreement of the parties. No representations were made or relied upon other than those expressly set forth herein. The terms hereof may not be modified except in a writing signed by an executive officer of each of the parties. Any interpretation of the ATCA Rules, which are hereby incorporated herein, shall be made by the ATCA in its absolute discretion. In the event of a conflict between the Rules and this Contract, this Contract shall take precedence. The Rules are subject to change by ATCA without prior notice. The Conference and Exposition shall be administered in all respects, and controlled exclusively, by the ATCA, subject to its absolute discretion, and all decisions of the ATCA shall be final. ATCA reserves the right to make such changes to the floor plan of booths as may be deemed necessary and to revise the floor plan from time to time to accommodate those changes.

Any dispute or controversy of any kind relating to this Contract or the advertising provided hereunder shall be resolved by binding arbitration in the City of Alexandria, Virginia, administered by the American Arbitration Association in accordance with its applicable rules then in effect. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Virginia.