

Organizers:

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ATCA
global
conference & expo
November 1 – 3, 2023

Venue:

Walter E. Washington
Convention Center
801 Mt. Vernon Pl, NW
Washington, DC 20001
www.eventsdcd.com/venue/walter-e-washington-convention-center
Tel: 1.202.249.3000

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.

Space Only:

\$60 per sq. ft.

Shell Scheme Package:

\$70 per sq. ft.

ATCA members receive a 10% discount off their exhibit space fees. Membership must be in good standing at the time of contract submission and during exhibition dates.

Shell Scheme Package requires a minimum of 100 sq. ft. (minimum 10 ft. x 10 ft.) of exhibit space.

Fully furnished shell scheme includes exhibit space, draped walls, carpeting, sign with company name, one (1) table, two (2) chairs, one (1) wastebasket, one (1) 120 electrical duplex outlet. ALL Exhibitors, including Space Only, Shell Scheme, and Co-Exhibitors will receive complimentary badge reading lead retrieval tools.

Payment

Payment shall be due immediately upon receipt of invoice. Any cancellations or space reduction requests MUST be in writing with receipt acknowledged by ATCA on or before **September 1, 2023**, and under no circumstances will a refund be made thereafter. A twenty percent (20%) administrative fee will be deducted in the

event of an approved refund. Refunds will be processed after the conclusion of the Exhibition.

EXHIBITION SCHEDULE

ATCA reserves the right to adjust the exhibition schedule for the benefit of the Exhibition. For details of exhibitor setup dates and times and exhibition open hours, please check the exhibitor prospectus or Exhibitor kit. **All Exhibits must be fully set up and ready by 8:00pm on the Sunday preceding the opening day of the Exhibition.** If an exhibiting company needs additional set-up time, please contact Kenneth Carlisle at ken.carlisle@atca.org to decide. If additional set-up time may be needed, it will need to be scheduled for the Saturday night of setup. 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. Any Exhibitor that has not begun set-up by **12:00pm on the Sunday preceding the opening day of the exhibition 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 above mentioned time, shall be the responsibility of the original contracting Exhibitor.

Dismantling of displays shall begin at 3:00 pm on the of the last day of the show (Wednesday). No Exhibitor may commence tear down before that time without prior written approval from ATCA. All Exhibitors' displays, or materials left in a 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 and meeting space for exhibiting and sponsoring companies. All requests request to reserve a meeting room or hospitality suite must be submitted in writing to ATCA. (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 and shell scheme booths. Exhibitors renting space only booths are responsible for providing all booth contents including furniture, carpeting, electrical, etc. Within the exhibit hall space, nothing can be posted, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, nor to any furniture not owned by the Exhibitor. ATCA follows the [IAEE Guidelines for Display Rules and Regulations](#) and lists line of sight rules and does not allow full cubic content of an exhibit booth.

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 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 \$15.00 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 Aramark, the exclusive catering vendor at the **Washington DC, Walter E. Washington Convention Center**. 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. ATCA will review all food and beverage events contracted with Aramark and will advise any exhibitors of any issues needed to be addressed for approval.**

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 prohibited:

- 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 disturbance.
- 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 or giveaways that could be offensive to any Exhibition attendee.

MISCELLANEOUS

Exhibitors shall 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 Americans 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 its 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 Air Traffic Control Association shall be included in such policies as additional named insureds. ATCA must receive a copy of the Certificate of Insurance by September 30, 2022.** 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 ATCA does not 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 NEITHER ASSUMES, NOR AUTHORIZES ANYONE TO ASSUME SUCH LIABILITY. NEITHER ATCA NOR ITS 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, [IAEE Guidelines for Display Rules](#) and these Exhibitor Terms and Conditions 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.