

# 2019 ATA SHOW EXHIBITOR TERMS AND CONDITIONS

JANUARY 10-11, 2019 – 8:30 AM - 6:00 PM

JANUARY 12, 2019 – 8:30 AM - 4:00 PM

Kentucky Exposition Center - Louisville, KY



## KEY DATES

**Prior to August 31, 2018:** 20% deposit due at the time booth selection is made.

**September 1, 2018:** Payment for space is due in full. Insurance liability certificate due to ATA office.

**After November 1, 2018:** No refunds or credits issued for cancellation or downsizing.

## BOOTH CANCELLATION/DOWNSIZING

Cancellation of all or any exhibit space must be in writing. The date of cancellation or downsizing shall be the date the ATA receives written notice. Any credits issued can be applied to the purchase of booth space for the 2020 ATA Show. Credits will expire if not used for the 2020 ATA Show.

DATE (when written notice is received)	CANCELLATION	DOWNSIZE
PRIOR TO: Sept. 1, 2018	Refund of 50% of payments made No credit	Exhibitor is liable for 50% of downsize cost payable on or before Sept. 1, 2018
Sept. 1, 2018 - Sept. 30, 2018 Booth Space Paid in Full	Credit of 75% of payments made No refund	Credit of 75% of cost of downsize No refund
Oct. 1, 2018 - Oct. 31, 2018	Credit of 25% of payments made No refund	Credit of 25% of cost of downsize No refund
ON or AFTER Nov. 1, 2018	No refund or credit	No refund or credit

## EXHIBIT CONTRACTS AND MANAGEMENT

The ATA Trade Show is produced and managed by the Archery Trade Association, (ATA), for the ATA's members and for qualified and approved companies and/or individuals in the archery and bowhunting industry. The ATA Board of Directors, Dealer Council and Trade Show Committee establish all show policies. All matters and questions not covered by these regulations are subject to the sole and absolute discretion of the ATA.

## ELIGIBILITY FOR PARTICIPATION

The ATA determines the eligibility of all companies and/or products intended for exhibition at the ATA Trade Show. Until an Exhibitor's application has been approved by the ATA, no rights to exhibit are granted. The ATA may prohibit installation or request removal of any exhibit or promotion, wholly or in part, that does not fit with the ATA Trade Show's character and purpose, or in the event of the existence of any dispute that arises regarding the exhibit or promotion that the ATA otherwise is unable to resolve to the satisfaction of the parties.

## ATA MEMBERSHIP

ATA Members in good standing will be granted booth space as well as other benefits to be determined by ATA. All members' standing will be determined by the ATA in accordance with its bylaws and operating procedures and will include members' obligations for advertising, promotion and/or sponsorship in any Trade Show related electronic or print publication(s).

## ASSIGNMENT OF BOOTH SPACE

A ranking system is used to determine the order of booth selection. Points are awarded for years of ATA membership and the amount of booth space, shooting lanes, and sponsorships purchased at the show. Exhibitors missing one show lose 50% of their accumulated points; and, Exhibitors missing two consecutive shows lose all of their accumulated points. ATA reserves the right to modify the floor plan to accommodate space sales or relocate Exhibitors to avoid conflict, as necessary. In all instances, ATA reserves the right to determine final placement of the Exhibitor.

## PAYMENT SCHEDULE

Selecting a booth space prior to September 1 requires a deposit of 20% of the total booth fee at the time the selection is made. Full booth payment is due September 1st. Booth selections made after September 1st must be accompanied by payment in full. Any Exhibitor who does not pay according to the payment terms is subject to losing its assigned space. ATA has sole and absolute discretion to reassign the space to applicants on the waiting list with no refund to the original Exhibitor. In all cases, no Exhibitor shall be allowed to install its exhibit unless it has paid all fees in full. **ATA DOES NOT ACCEPT PAYMENT ON-SITE AT THE TRADE SHOW.**

## INSURANCE

Without in any way limiting Exhibitor's liability hereunder, Exhibitor must submit a Certificate of Insurance, executed by a duly authorized representative set forth below, to the ATA on or before September 1, 2018. The Certificate of Insurance shall provide for limits of liability coverage of not less than One Million Dollars (\$1,000,000) and list the Archery Trade Association, PO Box 70, New Ulm, MN 56073 and the Kentucky Exposition Center, 937 Phillips Lane, Louisville, KY 40209 ("Owner") as additional insureds. The Certificate of Insurance shall be submitted to Becky Lux by emailing [beckylux@archerytrade.org](mailto:beckylux@archerytrade.org) or faxed to 507-233-8140. The insurer shall be properly licensed and shall have a Best's rating of A- or better. The Certificate of Insurance shall provide 30 days' written notice to the ATA prior to the cancellation of, or material change to, the policy. On the Certificate of Insurance the words, "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives," or other language to this effect, shall be deleted from the cancellation provision. Failure by the ATA to (i) demand a Certificate of Insurance or other evidence of full compliance with the insurance requirements set forth herein, and/or (ii) object to any deficiency in the

Certificate of Insurance or other evidence of insurance that is provided, shall not be a waiver of Exhibitor's obligation to fully comply with the insurance requirements set forth herein. Exhibitor's insurance coverage shall be primary and non-contributory over any insurance carried by the ATA and/or the Owner. In addition to all other available remedies, in the event of Exhibitor's failure to comply with the insurance requirements set forth herein, the ATA may (at its option) cancel Exhibitor's booth and/or demonstration area space with no refund of any amounts paid to the ATA in connection with the Trade Show. The ATA further reserves the right to impose greater insurance requirements based upon its assessment of the risks associated with Exhibitor's planned activities at the Trade Show.

Exhibitors must make provisions for safeguarding their materials, equipment and displays at all times. Perimeter security for the exhibit hall will be furnished during installation, dismantling and show days. This is not and should not be interpreted as a guarantee or indemnification against loss or theft of any kind. Exhibitor, on behalf of itself, its employees, agents, customers and guests hereby agrees to assume, defend, indemnify, protect, save and hold harmless the Archery Trade Association and all its members, agents, representatives and employees against all claims or demands arising or resulting from the use by Exhibitor of the space provided by ATA, including without limitation the claim of any employee or agent of the Exhibitor, the claims of anyone attending the exhibit, and the claims of any other person for damages for bodily injury, sickness, mental anguish or death and claims for damages to the property of such person.

#### GENERAL CONDUCT

Abusive conduct and inappropriate behavior at the ATA Trade Show, including such conduct that is directed toward ATA staff, attendees, guests, Exhibitors, affiliated representatives, or any other person participating in the Trade Show is prohibited. At ATA's sole and absolute discretion, Exhibitor may be given notice and an opportunity to cure any violation of this general standard of conduct. ATA reserves the right to immediately reject, eject, remove or prohibit any exhibit or any Exhibitor or its representatives from the Trade Show, if, in its sole and absolute discretion, the exhibit or the conduct of the Exhibitor or its representatives violates any Rules or Regulations and/or, are detrimental to the goals and purpose of the Trade Show. ATA shall have the right, upon such determination, to require immediate removal of the exhibit of the offending Exhibitor, and/or to confiscate any illegal material or property in the possession of the Exhibitor. If any exhibit or Exhibitor is rejected, ejected, removed or prohibited from exhibiting, in whole or in part, from the Trade Show, Exhibitor shall not be entitled to any refund of Exhibit Space cost, registration fees or any other fees, and will remain liable for any damages caused by its actions.

Exhibitor acknowledges and agrees that ATA shall have no liability whatsoever arising out of its interpretation and enforcement of any of the foregoing.

#### EXHIBITOR BADGES / STAFFING

Admission to the show will be through a badge system. No individual will be allowed into the show without an official badge or approval by ATA. Exhibitors will be furnished with exhibit hall badges based on booth space. Exhibitors with 100-1000 sq. ft. of booth space will be furnished with four (4) badges per 100 sq. ft. Exhibitors with 1100 or

more sq. ft. of booth space will be furnished with four (4) badges per 100 sq. ft. up to 1000 sq. ft. and then an additional one (1) badge per 100 sq. ft. above the first 1000 sq. ft. Two (2) exhibitor badges will be furnished for each shooting lane purchased. Each additional badge will need to be purchased for \$125 per badge over that limit. All attendees at the ATA Trade Show are bound by the ATA Attendee Rules and Regulations.

Only representatives who are employed by or who are working in an official capacity for the exhibiting company and who will be working in the booth are to be registered as Exhibitors. Sales Representatives who represent multiple companies are required to order Sales Rep badges.

False certification of individuals as Exhibitors' representatives, sharing of Exhibitor's badges, or any other method used to assist unauthorized persons to gain admission to the exhibit floor will be subject to confiscation of the badge, and/or ejection of the violator from the Trade Show.

#### REPLACEMENT BADGE

There is a \$50 reprinting fee for all badges and the President, Senior Executive or Primary Trade Show Contact of the company must be present to request the reprinting of a badge. Reprinting of badges is at the sole and absolute discretion of the ATA.

#### BOOTH PACKAGES

Linear and Peninsular booth rentals under 400 sq. ft. include 8 ft. high backwall drape and 3ft. high sidewall drape; carpeted aisles; and, booth identification sign.

Peninsular booth rentals 400 sq. ft. or more include an 8 ft. high backwall drape; no sidewall drape; carpeted aisles; and, booth identification sign.

Island booth rentals include carpeted aisles.

#### MATERIAL HANDLING AND EXHIBITOR SERVICES

Additional services, booth furnishings, carpet, labor, electrical, internet, rigging, cleaning, material handling, telephone, plumbing and audio visual equipment are available through the official ATA Trade Show Exposition Services Provider, Shepard Exposition Services, from the Kentucky Exposition Center, or other Official ATA Trade Show Service Providers and are the responsibility of the Exhibitor. Please refer to the official Exhibitor Service Kit for approved service providers and contact information. Exhibitors will be notified when the Exhibitor Kit is available online.

Exhibitors should look for the following logo that indicates a vendor has been approved as an Official ATA Trade Show Service Provider.

If an Exhibitor has questions or concerns regarding a provider or any unauthorized solicitations, the Exhibitor should contact Becky Lux,

ATA Senior Manager of Trade Show.



#### CUBIC CONTENT RULE

The ATA Trade Show follows the cubic content rule, which allows Exhibitors to make maximum use of their booth space vertically as well as horizontally. Under the cubic content rule, each Exhibitor may build the side walls of their booth to the maximum height from the back wall to the aisle. The height varies according to booth type so refer to the

following chart to determine your approved booth height.

TABLE OF MAXIMUM ALLOWABLE BOOTH HEIGHTS		
Linear (in-line) booths	bound by 1 or 2 aisles	12'
Walk through booths less than 400 sq. ft.	bound by 2 aisles	12'
Walk through booths 400 sq. ft. or more	bound by 2 aisles	25'
Peninsula booths less than 400 sq. ft.	bound by 3 aisles	12'
Peninsula booths 400 sq. ft. or more	bound by 3 aisles	25'
Island booths	bound by 4 aisles	25'

### HANGING SIGNS

All hanging or suspended material and signs must comply with these display regulations. The top of the sign may not exceed the height limitation specific to the type of booth. Only Island, Peninsular or Walk Through booths of 400 sq. ft. or larger qualify to suspend hanging signs. There must be a minimum of a 4 ft. gap between the highest part of the booth and the lowest point of the hanging sign.

### BOOTH PRESENTATION

All back walls and side walls must be fully finished or draped, or they will be draped at the Exhibitor's expense. Transparent or see-through back walls or displays which do not cover the back wall entirely are not acceptable. The backside of any walls (back and sides) - the common border facing the neighboring booths - must be devoid of copy, logos, graphics, or any other materials or images that could infringe on the booth presentation of neighboring Exhibitors.

No sign or booth materials may protrude into the aisles or encroach upon neighboring booths. Nothing can extend beyond the boundaries of the booth space purchased by each exhibitor. No obstruction may be placed in any aisles, passageways, lobby, or exits, or in any areas leading to any fire extinguishing appliances. No activities may be conducted in the aisles, including games, contests, or giveaways.

Nothing may be posted, tacked, nailed, screwed, stuck, or attached to any columns, walls, floor, or other parts of the convention center. If an Exhibitor wishes to attach something to any convention center structure, wall, or other property, please contact the Senior Manager of Trade Show, Becky Lux. Any damage or defacement caused by infractions of this rule will be remedied at the expense of the rule-breaking Exhibitor.

### MULTI-STORY EXHIBITORS

A multi-story exhibit is a booth where the display fixture includes two or more levels. Multi-storied exhibits require prior approval by the Kentucky Exposition Center and local government agency. Exhibitors with multi-story exhibits must submit professionally rendered floor plans and/or drawings (1) one month prior to the first move-in day. Drawing can be submitted to Becky Lux, Senior Manager of Trade Show via email to [beckylux@archerytrade.org](mailto:beckylux@archerytrade.org), mailed to Archery Trade Association, PO Box 70, New Ulm, MN 56073 or shipped to Archery Trade Association, 16 South Minnesota, New Ulm, MN 56073.

### ELECTRICAL / FIRE CODES

The Exhibitor is responsible for knowledge of and compliance with all Kentucky State Fire Marshal requirements and all Kentucky Exposition Center facility requirements. A complete listing of these requirements can be found at [www.kyfairexpo.org](http://www.kyfairexpo.org). All booth decorations and

materials must be flame retardant. All electrical devices and installations must comply with the National Electrical Code, all Federal, State, and Local Safety Codes. Violations of portions or all of these regulations will result in cancellation, at Exhibitor's expense, of all or such part of the exhibit as may be noncompliant.

If you have questions regarding these regulations please contact James Worth, Senior Event Manager Kentucky Exposition Center, at 502-367-5119 or [james.worth@kyvenues.com](mailto:james.worth@kyvenues.com).

### INSTALLATION / DISMANTLING

All exhibits must be fully installed within the scheduled move-in hours. Booth installation outside the scheduled move-in hours must receive written permission from ATA. If any Exhibitor is not set up and in order by the close of set-up hours, ATA reserves the right to direct the official service contractor to set up the exhibit at the sole expense of the Exhibitor, or make such other use of the space as deemed necessary or appropriate, with no refund made to the original Exhibitor.

Arrangement and payment for transporting goods to and from the show, receiving, decorating, and removal of exhibits are the exclusive responsibility of the Exhibitor.

No exhibit may be dismantled before the Official Closing of the Exhibit Hall. All exhibits remaining in the convention center at the close of tear-down time shall be removed by the operations personnel of the hosting convention center and the Exhibitor shall be responsible for all labor and storage costs associated with the removal. ATA accepts no responsibility whatsoever in the forced removal of an exhibit and shall not be responsible for any damage or loss as result of removal by convention center personnel.

### SOUND / MUSIC

Exhibitors may use sound amplification equipment in their booth but are required to obtain all equipment through the ATA's Official AV Service Provider. In no case will any sound amplification equipment not provided by the Official AV Service Provider be permitted to be used on the show floor.

The noise level cannot disrupt the activities of neighboring Exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Under no circumstances will Exhibitors be allowed to broadcast continuous voice amplification devices during show hours. Neighboring booths that are using sound equipment are expected to stagger their presentations so as not to conflict with each other.

Exhibitors whose noise levels become disruptive to their neighbors will receive a warning and upon failure to conform to this regulation will face either prohibition of the offending activity or cancellation of their exhibit space contract, without penalty.

The Official AV Service Provider and the ATA will work with individual companies to insure compliance. In some cases, the ATA may require a sound engineer to operate this equipment.

**Prior to the Trade Show, Exhibitors are strongly encouraged to contact Becky Lux, Senior Manager of Trade Show, if they plan to use sound amplification equipment on the show floor to establish a compliant plan of operation for implementation at the show.**

**FOOD AND BEVERAGE**

Only exhibitors who manufacture or handle food or drink in the regular course of business may be allowed to distribute food/drink samples. These exhibitors who wish to distribute samples, must obtain pre-approval. Enticement candy is allowed and does not need pre-approval. All other food products distributed by exhibitors must be obtained through the Kentucky Exposition Center's official concessionaire/caterer.

**ALCOHOL**

No alcoholic beverages are allowed in the exhibit hall during show hours.

**PROMOTIONAL LITERATURE**

Exhibitors cannot distribute literature, samples, or other material outside their contracted exhibit space including the aisles, general lobby areas, or any other area in the convention center. Exhibitors interested in distributing literature, samples, or other materials or in purchasing a sponsorship opportunity in the convention center to promote their company and/or products and services should contact Becky Lux, ATA Senior Manager of Trade Show at 866-266-2776 ext. 102 or email [beckylux@archerytrade.org](mailto:beckylux@archerytrade.org).

**CAMERAS OR IMAGE CAPTURING DEVICES**

Individuals with an official Exhibitor show badge are permitted to take photographs or film only of their own booth or products and/or personnel within their own booth. Individuals with an official Media show badge are permitted to use cameras or image capturing devices on the show floor to photograph or film. All others are required to ask exhibitors' permission before photographing or filming any products or booths on the Exhibitor floor and/or any display area. Individuals using cameras or image capturing devices without the verbal consent of the exhibitor will have the equipment confiscated and/or stored at the expense of the violator and/or have their badge confiscated and be ejected from the Trade Show at the sole and absolute discretion of the ATA. ATA reserves the sole right to use any photographs, blogs, writings, Web copy, video tape, depictions, graphics, rendering, recordings, electronic images or publicity material received by or obtained by the ATA or the press attending the Event, for whatever use deemed proper by the ATA. ATA retains the exclusive right to include photographic, video and other visual portrayals of attendees, any Exhibitors and any Exhibit Space, in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity and otherwise, without compensation to the Exhibitor; and all rights will be ATA's sole property, free of any claims of the Exhibitor or any persons deriving any rights or interest from the Exhibitor.

**DISCLOSURE OF CONTACT INFORMATION**

The ATA collects business contact information (e-mail addresses, telephone and facsimile numbers, as well as physical addresses) pertaining to its Exhibitors. Any such information provided by an Exhibitor may be disclosed by the ATA to its other Trade Show Attendees, Official ATA Trade Show Service Providers, and Partners. By providing business contact information to the ATA, Exhibitors have consented to the use and disclosure of that information in this manner. If an Exhibitor does not want the ATA to use or disclose business contact information as described herein, do not provide it. ATA notes that this may result in an

Exhibitor being unable to access some or all of our services.

**SPECIAL NEEDS**

Any Exhibitor who has special needs which require variance from the above mentioned guidelines must get prior written approval. Exhibitors should send detailed plans of their proposed display to from Becky Lux, ATA Senior Manager of Trade Show.

**SUBLETTING OF SPACE**

Exhibitors may not assign or sublet any part of the space allotted to them and may not advertise or display goods or services other than those sold by them in the regular course of their business.

**USE OF SPACE / ACTIVITIES**

This is an order-writing show and the direct sale of goods to attendees is strongly discouraged. If an Exhibitor engages in on-site transactions, the Exhibitor will be responsible for complying with all federal, state and local laws regarding sales taxes and laws that may pertain to such sales.

Unless part of the convention program and approved, publicizing and/or maintaining any extraneous activities, including hospitality suites, inducements, demonstration or displays away from the exhibit area during exhibit hours is prohibited.

**Any group hosting an event at the convention center or surrounding hotels in conjunction with the Trade Show must have prior written approval from Becky Lux, ATA Senior Manager of Trade Show or Kelly Kelly, Meeting and Events Manager, before the room will be released.**

**AMERICANS WITH DISABILITIES ACT**

Each Exhibitor must comply with Americans with Disabilities Act (ADA), and modify policies, practices, and procedures, as necessary, to enable individuals with disabilities to participate equally within the confines of their exhibit space. Each Exhibitor shall be responsible for compliance with ADA within its exhibit space, including the provision of auxiliary aids and services as needed.

**COPYRIGHT LAW / INTELLECTUAL PROPERTY**

Exhibitor hereby represents and warrants to ATA that Exhibitor owns or validly possesses the right to make, use, perform, sell and/or display ("Use" or "Used") any patented products, copyrighted works, trademarks, service marks, trade names and all other protected property rights (collectively, "Intellectual Property") which may be Used in connection with its activities at the Trade Show and/or at any other ATA-sponsored events (collectively, "Events"). Exhibitor further represents and warrants that it owns or validly possesses the right to Use any name, likeness, signature, voice or other impression owned by others at any Events ("Other Property Rights"). In the event a dispute arises at any Events regarding Exhibitor's right to Use any Intellectual Property, ATA, in its sole and absolute discretion, may restrict or terminate such Use immediately with Exhibitor's failure/refusal to abide by ATA's determination being conclusively deemed a material breach of these Terms and Conditions. In order to facilitate any attempt by ATA to resolve any such dispute, Exhibitor is expected have immediate access to written evidence of its ownership or right to Use the Intellectual Property; provided, however, Exhibitor acknowledges and agrees that ATA has no obligation whatsoever to monitor or police any Use, that ATA's exercise of the sole and absolute discretion conferred

upon it herein shall be without refund or liability to Exhibitor of any kind, and that Exhibitor unconditionally agrees not to assert any claim or lawsuit of any kind against ATA, its officers, directors, employees and agents relating to the subject matter addressed herein. To the fullest extent permitted by law, Exhibitor agrees to defend, indemnify and hold harmless ATA, its officers, directors, employees and agents from and against any and all losses, claims, demands and/or damages (including attorney's fees and costs), arising out of or relating to (in any way) the subject matter addressed herein.

#### ANIMALS

Animals are not permitted in the facility except in conjunction with an approved exhibit or display legitimately requiring the use of animals. Prior approval from Becky Lux, ATA Senior Manager of Trade Show is required and is at the sole discretion of the ATA. Support animals are permitted under the provision of the Americans with Disabilities Act. Any approved animal must be under leash control of its owner.

#### DISPLAY OF FIREARMS

Firearms on display by Exhibitors, whose firing pins have been removed, are unloaded and have a trigger lock in place will be permitted on the Show Floor or other ATA display areas. All firearms on display must be inspected and tagged as approved by ATA Show Management or the Official Trade Show security vendor.

#### SMOKING

No smoking is permitted in the convention center unless in designated smoking areas.

#### EXHIBITOR APPOINTED CONTRACTORS ("EAC")

Each Exhibitor Appointed Contractor ("EAC"), as agent of its respective Exhibitor, must adhere to and will be bound by the Exhibitor Rules and Regulations. Each Exhibitor shall be responsible for ensuring that their EAC has adequate insurance coverage as specified herein and shall be liable for the conduct of each EAC it appoints or that performs services pursuant to such appointments. The names of any EACs to be used by Exhibitor must be sent to Shepard Exposition Services at least 30 days prior to the first set-up day for the Trade Show. ATA retains the right, in its sole and absolute discretion, to prohibit or remove any EAC from the Trade Show for non-compliance with these Rules and Regulations and/or for any other reason.

#### EXHIBITOR NO SHOWS

If Exhibitor, through circumstances beyond its control, is delayed in arrival or set-up, it must notify the Senior Manager of Trade Show, Becky Lux 866-266-2776 or beckylux@archerytrade.org of such delay and the specific reasons therefore. Failure to comply with this requirement, as well as the failure to appear at the Trade Show ready to set-up its Exhibit Space by 7:30 a.m. of opening day of the show may, at ATA's sole and absolute discretion, result in resale of Exhibit Space without any refund whatsoever.

#### LIABILITY

Exhibitor hereby accepts sole responsibility and, are encouraged to implement all measures necessary, for safeguarding its materials, equipment and displays at all times, whether located in its Exhibit Space or elsewhere; provided, however, any liability on the part of Shepard Exposition Services for the pick-up and transport of items between such Exhibitor Space and the carrier(s) for Exhibitor shall not be

affected by the terms of this provision. Throughout its presence at the Trade Show, Exhibitor is required to maintain general liability insurance with commercially reasonable terms and shall, upon request from ATA, provide proof of said insurance. Said insurance shall name the Archery Trade Association and its officers, directors, agents and employees as additional insureds. As a courtesy to Exhibitor, and without creating any warranty against or accepting any responsibility for losses that may be sustained, the ATA may arrange for perimeter security for the Exhibit Hall during installation, dismantling and show days. Any Exhibitor desiring to provide for its own separate security must separately contract for the same, at its sole expense, through a security service provider approved by the ATA.

ATA shall not be liable for any failure to deliver space to an Exhibitor or for the loss of allotted space of an Exhibitor who has contracted for exhibit space under the terms of this agreement, if non delivery is due to destruction of or damage to the convention center, the show or the exhibit area by any act of God, fire, acts of a public enemy, strikes, the authority of law or any cause beyond ATA's control.

Exhibitors must surrender space occupied by them in the same condition as it was at the commencement of occupation. If the Exhibitor's materials fail to arrive, the Exhibitor is nevertheless responsible of all amounts due hereunder. In holding the show, ATA does not act as the agent of the Exhibitor, the convention center, or any other party. Claims against any party are to be submitted directly to the party involved.

**Should an Exhibitor experience an unfavorable situation during established move in, show, or move-out hours, it should be immediately be brought to the attention of Becky Lux, ATA Senior Manager of Trade Show, who will assist in getting the situation corrected on-site. ATA cannot guarantee any resolution to situations brought to the attention of show management or other Official ATA Trade Show Service Providers after the close of the show.**

#### TERMINATION OF RIGHT TO EXHIBIT

ATA reserves the right to terminate without notice an Exhibitor's right to exhibit if an Exhibitor and/or any of its officers, directors, employees, agents, representatives and/or invitees fail to observe the conditions of this agreement, or in the opinion of ATA and its Board, Dealer Council, or Trade Show committee, conduct themselves in an unethical or unprofessional manner. Such Exhibitors will be promptly expelled from the Trade Show without refund. Furthermore, ATA reserves the right to terminate for convenience (i.e., without any cause whatsoever) an Exhibitor's right to exhibit five days after provision of written notice, provided however, in the event of an exercise of this right, ATA shall refund all fees and charges paid by the Exhibitor and not earned by ATA within thirty days of the termination. ATA may also, or in the alternative, refuse thereafter to enter into any agreement with the same or related Exhibitor to lease booth space at future shows, conferences or conventions of ATA. The reservation of or exercise of this right shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under law. In the event the expulsion of an Exhibitor without notice proves to be erroneous, the expulsion shall be deemed to be a termination of the Exhibitor for convenience.

#### CONVENTION CANCELLATION

If any part of the Exhibit Hall is damaged, or if circumstances make it either impracticable or impossible for ATA to permit an Exhibitor to occupy the space assigned during a portion or entirety of the period covered, the Exhibitor will be charged for space only for the period space was or could have been occupied by the Exhibitor, and the Exhibitor releases ATA from any and all claims for damages caused by such action.

#### KENTUCKY EXPOSITION CENTER POLICIES

In addition to these Terms and Conditions established by the ATA, Exhibitors must comply with all policies and requirements established by the Kentucky Exposition Center. These policies can be found at [www.kyfairexpo.org](http://www.kyfairexpo.org).